UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION ONE – SUBREGION 34

MILLINOCKET REGIONAL HOSPITAL and MAINE STATE NURSES ASSOCIATION/ NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CNA/ NNOC) LOCAL 1082	Case No. 01-CA-233166 01-CA-234864 01-CA-237386

JOINT MOTION AND STIPULATION OF FACTS

This is a joint motion by the parties to this case, Millinocket Regional Hospital (Respondent); the Charging Party, Maine State Nurses Association/National Nurses Organizing Committee (MSNA/CNA/NNOC) Local 1082 (the Union); and the General Counsel, to transfer this case to the Board pursuant to Section 102.35(a)(9) of the Board's Rules and Regulations. The transfer of the case will effectuate the purposes of the Act and avoid unnecessary costs and delay.

If this motion is granted, the parties agree to the following:

1. The record in this case consists of the charge in Case 01-CA-233166; the charge in Case 01-CA-234864; the charge and amended charge in Case 01-CA-237386; the original Complaint and Notice of Hearing in Cases 01-CA-233166 and 234864; the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, the Answer to Consolidated Complaint, an Order Postponing the Hearing Indefinitely, the Stipulation of Facts, the Statement of Issues Presented, and each party's Statement of Position.

2. This case is submitted directly to the Board for issuance of findings of facts, conclusions of law, and an Order.

3. The parties waive a hearing, findings of fact, conclusions of law and recommended order by an Administrative Law Judge.

4. The Board should set the time for the filing of briefs. The parties respectfully request that the time for filing of briefs be no earlier than March 20, 2020.

I. STIPULATION OF FACTS

1. (a) The charge in Case 01-CA-233166 was filed by the Union on December 21, 2018. (A copy of the charge and affidavit of service are attached hereto as Exhibits 1 and 2, respectively.)

(b) The charge in Case 01-CA-234864 was filed by the Union on January 29, 2019. (A copy of the charge and affidavit of service are attached hereto as Exhibits 3 and 4, respectively.)

(c) The charge in Case 01-CA-237386 was filed by the Union on March 11, 2019. (A copy of the charge and affidavit of service are attached hereto as Exhibits 5 and 6, respectively.)

(d) An amended charge in Case 01-CA-237386 was filed by the Union on May 1, 2019. (A copy of the amended charge and affidavit of service are attached hereto as Exhibits 7 and 8, respectively.)

2. (a) On February 25, 2019, the Acting Regional Director for Region One of the Board issued a Complaint and Notice of Hearing (the Complaint) alleging that Respondent violated the National Labor Relations Act (the Act). (A copy of the Complaint is attached hereto as Exhibit 9.)

(b) On May 16, 2019, the Acting Regional Director issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the Consolidated Complaint). (A copy of the Consolidated Complaint is attached hereto as Exhibit 10.)

(c) On March 8, 2019, Respondent filed a timely Answer to the Complaint, denying that it had violated the Act. (A copy of the Answer to the Complaint is attached hereto as Exhibit 11A.)

(d) On May 28, 2019, Respondent filed a timely Answer to the Consolidated Complaint, denying that it had violated the Act. (A copy of the Answer to the Consolidated Complaint is attached hereto as Exhibit 11B.)

(e) On July 24, 2019, The Acting Regional Director for Region One issued an Order Postponing Hearing Indefinitely (the Order). (A copy of the Order is attached hereto as Exhibit 12.)

3. Respondent is a nonprofit Maine corporation with an office and place of business in Millinocket, Maine, where it operates a multi-service acute care hospital. Annually, Respondent purchases and receives at its Millinocket facility goods valued in excess of $5,000 directly from points located outside the State of Maine. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

4. The Union is a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, Robert Peterson has been Respondent's Chief Executive Officer, and has been a supervisor within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act. At all material times until about July 1, 2019, Lisa Arsenault was Respondent's Vice President of Human Resources and was a supervisor within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

6. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time Registered Nurses including per diem Registered Nurses, Staff Nurses, and Charge Nurses employed by Respondent at its Millinocket, Maine Hospital, but excluding supervisors/clinical managers, Director of Nurses, Administrative Director of Anesthesia, Director of In-Service Education, Director of Utilization Review, supervisors, casual employees, temporary employees and guards as defined in the Act, as amended, and all other employees.

7. (a) Since about February 15, 1983, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, including one that expired by its terms on May 31, 2017, but was extended by mutual consent of the parties through July 3, 2017. (Exhibit 13)

(b) At all times since about February 15, 1983, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

8. (a) On October 4, 2017, after approximately seven months of negotiations, Respondent declared an impasse in bargaining and implemented its "last, best, and final offer". (Exhibit 14) Bargaining unit employees began working under the imposed terms on that date.

(b) On about April 30, 2018, Union Labor Representative Todd Ricker and CEO Robert Peterson discussed a return to the bargaining table to resume contract negotiations. The parties did not resume bargaining.

(c) On August 6, 2018, the Union made a written offer to accept Respondent's October 2017 last, best, and final offer, subject to the conditions that (a) the contract term begin on May 31, 2017 (the date of expiration of the prior contract) and expire on May 31, 2020, and (b) the contract was ratified by a majority of the membership. (Exhibit 15) In the series of e-mails that followed, (Exhibit 16), the parties clarified that the Union intended to condition its acceptance on a three-year contract, rather than the four-year agreement proposed and imposed by Respondent.

The Union also clarified its intent regarding wage step increases, in view of the lapse in the contract.

9. On September 12, 2018, Respondent convened three "Town Hall Meetings" to which all employees, including those in the Unit, were invited, but which were not mandatory.[1] At the September 12 meetings, CEO Peterson told employees that Respondent was facing a large monthly deficit requiring changes in staffing and benefits. Peterson distributed and discussed a memo entitled "Financial Improvement Plan (FIP) FY 2019." (Exhibit 17) Respondent did not send the FIP memo to the Union before distributing it to or discussing it with unit employees; nor did it contact the Union to discuss the FIP or a contract reopener.

10. The FIP identified several changes Respondent hoped to implement in benefits, staffing, programs, and shared services. Some items on the memo were identified as "union", some as "non-union", and others had no designation identifying which employees would be affected. The FIP also makes two references to Respondent's bargaining obligation: (a) "Union Negotiations – back to the table with new package (including items listed above) effective 10/1/18" and (b) "MSNA Local 1082 – Please refer to your bargaining union contract."

11. The first item identified on page one of the FIP is the subject of paragraph 12 (a) and (b) of the Consolidated Complaint. It reads: "Spousal coverage on health plan will be eliminated – effective 1/1/2019." This item is not identified as "union" or "non-union", and was in fact implemented for Unit employees as described in paragraph 16 below. The January 1 date was based on the fact that the Employer's medical plans become effective on January 1 of each year, with an open enrollment taking place in December.

[1] The Registered Nurses in the Unit are the only represented employees employed by Respondent.

12. (a) The fifth bulleted item on the FIP is the subject of paragraph 11 (a) and (b) of the Consolidated Complaint: "An Early Retirement program will be offered to employees 65 and older – effective 9/12/18." (This is the date of the Town Hall Meetings at which the FIP was unveiled.) This item is not identified as "union" or "non-union" and was in fact implemented on September 12, 2018 for Unit employees as well as unrepresented employees.

(b) The Union was not notified in advance of the Early Retirement Plan.

(c) On September 19, 2018, Respondent's then-Vice President of Human Resources, Lisa Arsenault, sent an e-mail to all Respondent's employees, reiterating the criteria for early retirement that had been included in the FIP, and stating that the "Agreement must be signed no later than Friday, September 21st". The e-mail also notified employees that there was only one opening left. (Exhibit 18)

(d) On March 8, 2019, Arsenault informed the Union that one Unit employee – Christine Jandreau, RN – was among the five employees who qualified for and received the early retirement package. (Exhibit 19) The Union did not request bargaining over the early retirement program.

13. Between September 12 and September 23, 2018, there were no written communications between Respondent and the Union.

14. On September 24, 2018, after learning of the Town Hall Meetings and the FIP, the Union began a series of e-mail communications with Respondent, described herein:

(a) On September 24, 2018, in an e-mail from Todd Ricker, the Union rejected the changes presented directly by CEO Peterson to unit employees in the FIP. (Exhibit 20)

(b) On October 3, 2018, Respondent, through its counsel, offered to meet to bargain over the proposed changes, as well as an overall contract extension. (Exhibit 21)

(c) On October 12, 2018, Respondent, through counsel, offered to return to the table to bargain over the changes described in the FIP, or "others that may lead to a contract extension…" (Exhibit 22)

(d) On October 17, 2018, the Union, by Ricker, reminded Respondent of the events of the prior year and accused Respondent of bad faith and regressive bargaining. Ricker demanded that Respondent cease and desist from this activity, respond to the union's [August 6, 2018] offer to accept the employer's "last, best and final" offer and that [Respondent's] "CEO retract his previously stated concessionary demands." (Exhibit 23)

(e) On October 18, 2018, Respondent, through its counsel, replied via e-mail, reminded the Union that it had offered in two prior e-mails to bargain over the contract and the changes proposed in the FIP, and offered once again to return to the table for bargaining. Respondent went on to state that the Union had not, in fact, accepted its last, best, and final offer on August 6, 2018, because its purported acceptance was subject to conditions. (Exhibit 24)

(f) On November 12, 2018, Respondent, through its counsel, reminded the Union that it had inquired three times whether the Union wanted to bargain over a successor contract and over the "recommended action items" in the FIP. Respondent warned that, if the Union did not respond by November 26, it would assume the Union was not interested in bargaining. (Exhibit 25) The Union responded that it does not bargain over "action items" and advised Respondent "to not unilaterally impose any changes to the CBA between the Parties or to any past practice." (Exhibit 26)

(g) On November 13, 2018, Respondent, through its counsel, replied by e-mail, stating that the "action items" were, in fact, "proposals the hospital would like to effect and would prefer to bargain over." The e-mail closed: "I will remain on standby if you want to meet to bargain

over these changes, or over the open contract, otherwise we will act in accordance with the law and in the best interests of the hospital." (Exhibit 27)

(h) On November 14, 2018, the Union replied by e-mail, demanding that Respondent "cease and desist from any additional regressive bargaining behavior or the imposition of any unilateral changes to bargaining unit conditions." (Exhibit 28)

(i) On November 20, 2018, Respondent, through its counsel, sent the Union a final offer to bargain. (Exhibit 29) The letter reminded the Union of Respondent's precarious financial position and explained that cost-cutting measures, as described in the September 12 FIP, were still necessary. Respondent invited the Union to meet for the purpose of "pursuing solutions" to its "financial stress," and warned that certain enumerated changes would be implemented on January 1, 2019 in the absence of the Union's willingness to bargain. The Union did not agree to meet for bargaining; nor did it request bargaining over any of the matters listed in the November 20 letter. None of the changes listed are the subject of the Consolidated Complaint, and none were implemented.

15. (a) On December 20, 2018, the Union, by e-mail, unconditionally accepted Respondent's last, best, and final offer (LBFO) of October 4, 2017. (Exhibit 30)

(b) On January 8, 2019, Respondent, through its counsel, replied in writing: "Ok, thanks. That is fine and let's each get this ratified…." The Union did not respond to the e-mail's reference to ratification.

(c) On May 15 and 16, 2019, the parties exchanged e-mails regarding the date on which the Union's acceptance of Respondent's LBFO became an effective binding contract. (Exhibit 31)

16. (a) On January 1, 2019, pursuant to the announcement in the FIP, Respondent removed all employees' spouses from its health insurance plan. Twenty spouses lost their health insurance as a result of the change, including ten spouses of Unit employees.[2] The above change in the scope of health coverage was made without bargaining with the Union and without the consent of the Union.

(b) In September 2018, prior to the effective date of the change in health coverage described above, Respondent offered to arrange meetings between Unit employees, their spouses, and insurance consultants, to assist employees in transitioning their spouses to new health plans. (Exh. 32)

(c) The parties' collective bargaining agreement requires Respondent to provide Unit employees with "individual and/or family major medical coverage." (Exhibit 13, Article XXVI, Section 2) Moreover, Article XX, Additional Benefits, provides" "For each full-time Nurse the Hospital will pay fifty percent (50%) of the Health Insurance to include family coverage if desired," (Article XX, paragraph 11) Until January 2019, Unit employees had the option of self only coverage, self plus spouse, or self plus family (including spouse if desired). As of January 1, 2019, employees have two options for health insurance coverage: self only or self plus dependent children.

(d) Despite the language of Articles XX and XXVI of the parties' collective bargaining agreement, Respondent has historically paid eighty-three percent of health insurance premiums for Unit employees, the same percentage it pays for unrepresented employees.

[2] The Unit employees whose spouses lost their health insurance are: Monique Babineau, Laura Carney, Lisa Civiello, Raegene Drost, Kim Faloon, Lacy Jones, Judith Knowlton, Susan Lundstrom, Sheila MacKenzie, and Jon Myers. In addition, the following unit employees whose spouses also work at the Employer were affected by the elimination of spousal benefits because they must now purchase two single plans: Anna Hallett, David Sewall, and Laurie Vickers Herbert.

(e) In May 2018, Respondent eliminated health coverage for "working spouses," including those of Unit employees. (Exhibit 33) Although the Union challenged the lawfulness of this change, it did not file any ULP charges over it. After the Union objected to the change in benefits, Respondent offered to bargain over it. The Union did not request bargaining.

(f) Following the elimination of health benefits for working spouses in 2018, the Union requested evidence of prior changes in health benefits without bargaining. Respondent sent the Union a list of examples of prior changes in health insurance benefits. (Exhibit 34)

II. ISSUES PRESENTED

1. Whether Respondent violated Section 8(a)(5) of the Act on September 12, 2018 by bypassing the Union and dealing directly with its represented employees by announcing bargaining proposals at "Town Hall meetings" without previously presenting those proposals to the Union.
2. Whether Respondent violated Section 8(a)(5) of the Act on September 12, 2018 by announcing as a *fait accompli* and by unilaterally implementing an early retirement program affecting Unit employees without prior notice to the Union and without affording the Union an opportunity to bargain over the change or the effects of the change.
3. (a) Whether Respondent violated Section 8(a)(5) of the Act on January 1, 2019 by eliminating spousal health insurance benefits without prior notice to the Union, without affording the Union an opportunity to bargain over the change or the effects of the change, and without the Union's consent.

(b) Whether Respondent's elimination of spousal health benefits amounted to a failure to continue in effect all the terms and conditions of its collective-bargaining agreement with the Union, which the General Counsel believes had become effective on December 20, 2018.

III. POSITIONS OF THE PARTIES

A. General Counsel's Position

The General Counsel contends that Respondent violated Section 8(a)(5) and (1) in several respects.

First, Respondent bypassed the Union and dealt directly with its represented employees by convening the September 12 Town Hall meetings, during which CEO Peterson presented a series of proposals to employees without first presenting them to the Union. The Board has drawn a clear line in the sand in such cases: if a proposal is presented first to unit employees, or even on the same day, and then to the union that represents them, the employer has engaged in direct dealing. *Armored Transport, Inc*., 399 NLRB 374, 376 (2003).

Second, it is undisputed that Respondent announced as a *fait accompli* and implemented an early retirement plan on September 12, 2018 without first notifying the Union or offering it an opportunity to bargain over the plan or its effects. It is also undisputed that the early retirement plan was made available to Unit employees, and that one Unit employee retired under the unilaterally imposed plan. It is axiomatic that such a change, which clearly affects the terms and conditions of Unit employees, violates the Act when implemented unilaterally.

Finally, and most significantly, the elimination of spousal health benefits violates the Act in two distinct ways. As an initial matter, Respondent announced its intent to eliminate spousal

benefits on September 12, 2018, with no prior notice to the Union. Although Respondent offered on several occasions to bargain over "the changes [CEO Peterson] ha[d] suggested," the Union was under no obligation to bargain. Respondent, on the other hand, had a clear obligation to bargain before making changes that would affect the terms and conditions of employment of the Unit.

Alternatively, the General Counsel takes the position that Respondent eliminated the spousal benefits without the consent of the Union during the term of a collective bargaining agreement, in violation of Section 8(a)(5) within the meaning of Section 8(d). The Union having unconditionally accepted Respondent's last, best, and final offer on December 20, 2018, the parties had a valid contract effective that date. As a result, Respondent was precluded from making mid-term modifications to the contract without the Union's consent.

B. <u>Respondent's Position</u>

Respondent Millinocket Regional Hospital denies that it has violated the Act in any way. As for the allegation that it engaged in direct dealing when it met with employees on September 12, 2018 and suggested changes designed to alleviate its severe financial problems. The FIP described to employees at that time clearly excepted bargaining unit employees and made it clear that any changes for Union-represented employees would have to be bargained. As a result, the Employer neither announced changes in terms or conditions of employment for unit employees nor undercut the Union's role in bargaining by holding the September 2018 town hall meetings.

The same can be said of the early retirement program, about which the Union waived its right to bargain. The Union failed to demand bargaining over the early retirement offer, which affected one unit employee positively.

Finally, the Employer did not violate the Act by eliminating spousal health benefits effective January 1, 2019. The Employer repeatedly offered the Union the opportunity to bargain over this proposed change, and the Union waived its right to bargain by repeatedly declining the offer. Additionally, the spousal benefit was not covered by the parties' collective-bargaining agreement, and even if it were, the Employer's interpretation of the contract language was reasonable and consistent with past practice. Finally, the Employer implemented the change, after affording the Union multiple opportunities to bargain, at a time when there was no collective-bargaining agreement in effect.

C. <u>Union's Position</u>

The Union concurs with the position of the General Counsel in arguing that Respondent violated Section 8(a)(5) and (1) by:

(a) bypassing the Union and dealing directly with its represented employees by convening the September 12 Town Hall meetings, during which CEO Peterson presented a series of proposals to employees without first presenting them to the Union;

(b) announcing as a fait accompli and unilaterally implementing an early retirement plan on September 12, 2018 without first notifying the Union or offering it an opportunity to bargain over the plan or its effects; and

(c) eliminating spousal health benefits. By announcing this action unilaterally, Respondent failed to meet its duty to bargain before announcing or making changes that would affect the terms and conditions of employment of the Unit. Additionally, Respondent eliminated the spousal benefit without the consent of the Union during the term of a collective bargaining

agreement, which became effective on December 20, 2018, in violation of Section 8(a)(5) within the meaning of Section 8(d).

This stipulation is made without prejudice to any objection that any party may have as to the relevance of any facts stated herein.

Dated: January 13, 2020

MILLINOCKET REGIONAL HOSPITAL
Respondent

By: _____

Allan M. Muir, Attorney
Pierce Atwood LLP
Merrill's Wharf
254 Commercial Street
Portland, Maine 04101
Telephone 207-791-1365
E-mail amuir@pierceatwood.com

MAINE STATE NURSES ASSOCIATION/
NATIONAL NURSES ORGANIZING COMMITTEE, LOCAL 1082
Charging Party

By: _____ 1/14/20

David Willhoite, Legal Counsel
Maine State Nurses Association/National Nurses Organizing Committee
(MSNA/CNIA/NNOC) Local 1082
155 Grand Avenue
Oakland, California 94612
Telephone 510-273-2275
E-mail dwillhoite@calnurses.org

By: _____

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FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNAL FORM NLRB 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case: 01-CA-233166 Date Filed: 12/21/2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Millinocket Regional Hospital

b. Tel. No. (207) 723-7263

c. Cell No.

f. Fax No. (207) 723-7422

d. Address *(Street, city, state, and ZIP code)*
200 Somerset Street
Millinocket, ME. 04462

e. Employer Representative
Lisa A. Arsenault, HR Director

g. e-Mail

h. Number of workers employed
250

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Critical Access Hospital

j. Identify principal product or service
Healthcare

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*
On about September 12, 2018, the Employer engaged in bad faith bargaining by announcing bargaining proposals directly to unit members without first presenting them to their bargaining representative, thereby engaging in direct dealing, and by announcing bargaining proposals as a fait accompli.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Maine State Nurses Association/National Nurses Organizing Committee, (MSNA/CN1A/NNOC), Local 1082

4a. Address *(Street and number, city, state, and ZIP code)*
155 Grand Ave.
Oakland, CA 94612

4b. Tel. No. 510-273-2200

4c. Cell No.

4d. Fax No. 510-663-4822

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)* AFL-CIO

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 510-273-2275

By *(signature of representative or person making charge)*

David Willhoite, Legal Counsel
(Print/type name and title or office, if any)

Office, if any, Cell No.

Fax No. 510-663-4822

e-Mail dwillhoite@calnurses.org

Address 155 Grand Ave., Oakland, CA 94612

12/21/18 *(date)*

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

[redacted]

— Exhibit 1

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

MILLINOCKET REGIONAL HOSPITAL Charged Party and **MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082** Charging Party	**Case 01-CA-233166**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 21, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

LISA ARSENAULT, HR DIRECTOR
MILLINOCKET REGIONAL HOSPITAL
200 SOMERSET STREET
MILLINOCKET, ME 04462-1298

December 21, 2018
Date

Robert Gaffney, Designated Agent of NLRB
Name

/s/ Robert Gaffney
Signature

[redacted]

Exhibit 2

FORM EXEMPT UNDER 44 U.S.C.3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 01-CA-234864	Date Filed 1/28/2019

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Millinocket Regional Hospital		b. Tel. No. (207) 723-7263 c. Cell No.
d. Address *(Street, city, state, and ZIP code)* 200 Somerset Street Millinocket, ME. 04462	e. Employer Representative Lisa A. Arsenault, HR Director	f. Fax No. (207) 723-7422 g. e-Mail h. Number of workers employed 250
i. Type of Establishment *(factory, mine, wholesaler, etc.)* Critical Access Hospital	j. Identify principal product or service Healthcare	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the past six months, and continuing to date, the above named Employer, by its officers, agents, and other representatives, unlawfully rescinded spousal healthcare benefits from unit employees without providing the Union with notice and the opportunity to bargain.

By these and other Acts, the Employer, by its officers, agents and other representatives, has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Maine State Nurses Association/National Nurses Organizing Committee, (MSNA/CNA/NNOC), Local 1082

4a. Address *(Street and number, city, state, and ZIP code)* 155 Grand Ave. Oakland, CA 94612	4b. Tel. No. 510-273-2200 4c. Cell No. 4d. Fax No. 510-663-4822 4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)* AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ *(signature of representative or person making charge)* David Willhoite, Legal Counsel *(Print/type name and title or office, if any)*	Tel. No. 510-273-2275 Office, if any, Cell No. Fax No. 510-663-4822
Address 155 Grand Ave., Oakland, CA 94612 01/28/2018 *(date)*	e-Mail dwillhoite@calnurses.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline [redacted]

Exhibit 3

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

MILLINOCKET REGIONAL HOSPITAL Charged Party and **MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082** Charging Party	**Case 01-CA-234864**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 29, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

LISA ARSENAULT, HR DIRECTOR
MILLINOCKET REGIONAL HOSPITAL
200 SOMERSET STREET
MILLINOCKET, ME 04462-1298

January 29, 2019
Date

Robert Gaffney, Designated Agent of NLRB
Name

/s/ Robert Gaffney
Signature

[redacted]

Exhibit 4

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 01-CA-237386	Date Filed 3/11/2019

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Millinocket Regional Hospital	b. Tel. No. (207) 723-7263 c. Cell No.
d. Address *(Street, city, state, and ZIP code)* 200 Somerset Street Millinocket, ME. 04462	e. Employer Representative Lisa A. Arsenault, HR Director f. Fax No. (207) 723-7422 g. e-Mail h. Number of workers employed 250
i. Type of Establishment *(factory, mine, wholesaler, etc.)* Critical Access Hospital	j. Identify principal product or service Healthcare

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

On about September 12, 2018, the Employer engaged in bad faith bargaining by announcing an early retirement program and the elimination of the Employer's contribution to the 403(B) plan as a fait accompli.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Maine State Nurses Association/National Nurses Organizing Committee, (MSNA/CN1A/NNOC), Local 1082

4a. Address *(Street and number, city, state, and ZIP code)* 155 Grand Ave. Oakland, CA 94612	4b. Tel. No. 510-273-2200 4c. Cell No. 4d. Fax No. 510-663-4822 4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)* AFL-CIO

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ *(signature of representative or person making charge)* David Willhoite *(Print/type name and title or office, if any)*

Address 155 Grand Ave Oakland, CA 94612 3/11/19 *(date)*

Tel. No. 510 273 2275	
Office, if any, Cell No.	
Fax No.	
e-Mail dwillhoite@calnurses.org	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to de[redacted]es.

Exhibit 5

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

MILLINOCKET REGIONAL HOSPITAL Charged Party and **MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082** Charging Party	**Case 01-CA-237386**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 11, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Lisa Arsenault, HR Director
MILLINOCKET REGIONAL HOSPITAL
200 Somerset St
Millinocket, ME 04462-1298

March 11, 2019
Date

Robert Gaffney, Designated Agent of NLRB
Name

Robert Gaffney
Signature

Exhibit 6

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 01-CA-237386	Date Filed 5/1/2019

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Millinocket Regional Hospital

b. Tel. No. (207) 723-7263

c. Cell No.

f. Fax No. (207) 723-7422

d. Address *(Street, city, state, and ZIP code)*
200 Somerset Street
Millinocket, ME. 04462

e. Employer Representative
Lisa A. Arsenault, HR Director

g. e-Mail

h. Number of workers employed
250

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Critical Access Hospital

j. Identify principal product or service
Healthcare

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*
On about September 12, 2018, the Employer engaged in bad faith bargaining by announcing an early retirement program as a fait accompli.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Maine State Nurses Association/National Nurses Organizing Committee, (MSNA/CN1A/NNOC), Local 1082

4a. Address *(Street and number, city, state, and ZIP code)*
155 Grand Ave.
Oakland, CA 94612

4b. Tel. No. 510-273-2200

4c. Cell No.

4d. Fax No. 510-663-4822

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)* AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ David Willhoite, Legal Counsel
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 155 Grand Avenue, Oakland CA 94612 05/01/19 *(date)*

Tel. No. 510-273-2275

Office, if any, Cell No.

Fax No. 510-663-4822

e-Mail
dwillhoite@calnurses.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit 7

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

MILLINOCKET REGIONAL HOSPITAL Charged Party and **MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082** Charging Party	**Case 01-CA-237386**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on May 2, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

LISA ARSENAULT, HR DIRECTOR
MILLINOCKET REGIONAL HOSPITAL
200 SOMERSET STREET
MILLINOCKET, ME 04462-1298

May 2, 2019
Date

Robert Gaffney, Designated Agent of NLRB
Name

/s/ Robert Gaffney
Signature

Exhibit 8

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1

MILLINOCKET REGIONAL HOSPITAL

and **Case 01-CA-233166**

MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Maine State Nurses Association/National Nurses Organizing Committee (MSNA/CN1A/NNOC) LOCAL 1082 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Millinocket Regional Hospital (Respondent) has violated the Act as described below.

1. The charge in this proceeding was filed by the Union on December 21, 2018, and a copy was served on Respondent by U.S. mail on December 21, 2018.

2. At all material times, Respondent has been a nonprofit Maine corporation with an office and place of business located in Millinocket, Maine (Respondent's facility), where it is engaged in the operation of a multi-service acute care hospital.

3. (a) Annually, Respondent, in conducting its business operations described above in paragraph 2, derives gross revenues in excess of $250,000.

(b) Annually, Respondent, in conducting its business operations described above in paragraph 2, purchases and receives at its Maine facility goods valued in excess of $5,000 directly from points located outside the State of Maine.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individual has held the positions set forth opposite his names and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act:

Robert Peterson ---- Chief Executive Officer

7 The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time Registered Nurses including per diem Registered Nurses, Staff Nurses and Charge Nurses employed by the Employer at its Millinocket, Maine Hospital, but excluding supervisors/clinical managers, Director of Nurses, Administrative Director of Anesthesia, Director of In-service Education, Director of Utilization Review, supervisors, casual employees, temporary employees and guards as defined in the Act, as amended, and all other employees.

8. On February 15, 1983, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

9. At all times since February 15, 1983, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

10. About September 12, 2018, Respondent, by Robert Peterson, at the Respondent's facility, bypassed the Union and dealt directly with its employees in the Unit by announcing bargaining proposals at so-called "Town Hall" meetings that included employees in the Unit without previously presenting such proposals to the Union.

11. By the conduct described above in paragraph 10, Respondent has failed and refused to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees in violation Section 8(a)(1) and (5) of the Act.

12. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before March 12, 2019, or postmarked on or before March 8, 2019**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties. An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00

noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Tuesday, June 25, 2019,** at 10:00 a.m., at a place to be determined in Millinocket, Maine, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-

4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: February 25, 2019

Paul J. Murphy, Acting Regional Director
National Labor Relations Board
Region 01

Attachments

FORM NLRB 4338
(6-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Case 01-CA-233166

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).

(2) Grounds must be set forth in ***detail***;

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Lisa Arsenault, HR Director
Millinocket Regional Hospital
200 Somerset St
Millinocket, ME 04462-1298
Certified Mail

Allan M. Muir, Esq.
Pierce Atwood LLP
Merrill's Wharf
254 Commercial St
Portland, ME 04101-4664
Regular Mail

David Willhoite, Legal Counsel
Maine State Nurses Association/National
Nurses Organizing Committee
(MSNA/CN1A/NNOC) Local 1082
155 Grand Avenue
Oakland, CA 94612
Regular Mail

Form NLRB-4668
(6-2014)

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.

- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence**: At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits: Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered**

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts**: An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief**: Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision**: The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1

MILLINOCKET REGIONAL HOSPITAL

and

MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082

Cases 01-CA-233166
01-CA-234864
01-CA-237386

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING AND RESCHEDULING HEARING LOCATION

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 01-CA-233166 filed by MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082 (Union), against MILLINOCKET REGIONAL HOSPITAL (Respondent), in which a Complaint and Notice of Hearing issued on February 25, 2019, is consolidated with Cases 01-CA-234864, and 01-CA-237386 filed by the Union against the Respondent.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 01-CA-233166 was filed by the Union on December 21, 2018, and a copy was served on Respondent by U.S. mail on December 21, 2018.

(b) The charge in Case 01-CA-234864 was filed by the Union on January 28, 2019, and a copy was served on Respondent by U.S. mail on January 29, 2019.

Exhibit 10

(c) The charge in Case 01-CA-237386 was filed by the Union on March 11, 2019, and a copy was served on Respondent by U.S. mail on March 11, 2019.

(d) The first amended charge in Case 01-CA-237386 was filed by the Union on May 1, 2019, and a copy was served on Respondent by U.S. mail on May 2, 2019.

2. At all material times, Respondent has been a nonprofit Maine corporation with an office and place of business located in Millinocket, Maine (Respondent's facility), where it is engaged in the operation of a multi-service acute care hospital.

3. (a) Annually, Respondent, in conducting its business operations described above in paragraph 2, derives gross revenues in excess of $250,000.

(b) Annually, Respondent, in conducting its business operations described above in paragraph 2, purchases and receives at its Maine facility goods valued in excess of $5,000 directly from points located outside the State of Maine.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals have held the positions set forth opposite their names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Robert Peterson	----	Chief Executive Officer
Lisa Arsenault	----	Vice President, Human Resources

7 The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time Registered Nurses including per diem Registered Nurses, Staff Nurses and Charge Nurses employed by the Employer at its Millinocket, Maine Hospital, but excluding supervisors/clinical managers, Director of Nurses, Administrative Director of Anesthesia, Director of In-service Education, Director of Utilization Review, supervisors, casual employees, temporary employees and guards as defined in the Act, as amended, and all other employees.

8. Since about February 15, 1983, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from December 20, 2018 to December 19, 2022.

9. At all times since about February 15, 1983, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

10. About September 12, 2018, Respondent, by Robert Peterson, at the Respondent's facility, bypassed the Union and dealt directly with its employees in the Unit by announcing bargaining proposals at so-called "Town Hall" meetings that included employees in the Unit without previously presenting such proposals to the Union.

11. (a) About September 12, 2018, Respondent, by Robert Peterson, at the Respondent's facility, implemented an early retirement program.

(b) Respondent engaged in the conduct described above in paragraph 11(a) above without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to such conduct and/or the effects of this conduct.

12. (a) About January 1, 2019, Respondent rescinded spousal healthcare benefits.

(b) Respondent failed to continue in effect all the terms and conditions of the agreement described in paragraph 8 by rescinding spousal health care benefits as described above in paragraph 12(a).

(c) Respondent engaged in the conduct referred to in paragraph 12(a) above without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and/or the effects of this conduct.

(d) Respondent engaged in the conduct described above in paragraphs 12(a) and 12(b) without the Union's consent.

13. The subjects set forth above in paragraphs 11 and 12 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

14. By the conduct described above in paragraphs 10, 11,12(a), and 12(c) Respondent has failed and refused to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees in violation Section 8(a)(1) and (5) of the Act.

15. By the conduct described above in paragraph 12(a), 12(b), and 12(d) Respondent has failed and refused to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees, within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

16. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, the General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged, including an order requiring that the Unit members' spouses be made whole, including reasonable consequential damages incurred as a result of the Respondent's unlawful conduct.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before May 30, 2019, or postmarked on or before May 29, 2019**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties. An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office.

However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING RESCHEDULING HEARING LOCATION

PLEASE TAKE NOTICE THAT on June 25, 2019 at 10:00 a.m., at a place to be determined in Bangor, Maine, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 16, 2019

Paul J. Murphy, Acting Regional Director
National Labor Relations Board
Region 01

Attachments

FORM NLRB 4338
(6-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases 01-CA-233166, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).

(2) Grounds must be set forth in ***detail***;

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Lisa Arsenault, HR Director
Millinocket Regional Hospital
200 Somerset St
Millinocket, ME 04462-1298
Certified Mail

Allan M. Muir, Esq.
Pierce Atwood LLP
Merrill's Wharf
254 Commercial St
Portland, ME 04101-4664
Regular Mail

David Willhoite, Legal Counsel
Maine State Nurses Association/National
Nurses Organizing Committee
(MSNA/CN1A/NNOC) Local 1082
155 Grand Avenue
Oakland, CA 94612
Regular Mail

Form NLRB-4668
(6-2014)

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.

- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence**: At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits: Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts**: An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief**: Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision**: The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1

MILLINOCKET REGIONAL HOSPITAL **and** **MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CNA/NNOC) LOCAL 1082**	**Case 01-CA-233166**

ANSWER TO COMPLAINT

Respondent Millinocket Regional Hospital ("MRH"), by their undersigned attorney, for their Answer to the Complaint and Notice of Hearing ("Complaint") filed by the Acting Regional Director of the National Labor Relations Board ("NRLB"), states as follows:

1. Respondent MRH admit the allegations set forth in Paragraph 1.
2. Respondent MRH admit the allegations set forth in Paragraph 2.
3. Respondent MRH admit the allegations set forth in Paragraph 3.
4. Respondent MRH admit the allegations set forth in Paragraph 4.
5. Respondent MRH admit the allegations set forth in Paragraph 5.
6. Respondent MRH admit the allegations set forth in Paragraph 6.
7. Respondent MRH admit the allegations set forth in Paragraph 7.
8. Respondent MRH admit the allegations set forth in Paragraph 8.
9. Respondent MRH admit the allegations set forth in Paragraph 9.

10. Respondent MRH deny the allegations set forth in Paragraph 10.

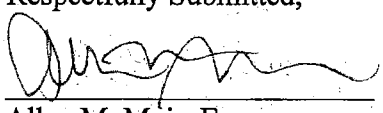
11. Respondent MRH deny the allegations set forth in Paragraph 11.

12. Respondent MRH deny the allegations set forth in Paragraph 12.

WHEREFORE, Respondent MILLINOCKET REGIONAL HOSPITAL, respectfully requests that the Complaint and this matter be dismissed in its entirety.

Dated: March 8th, 2019

Respectfully Submitted,



Allan M. Muir, Esq.
Counsel for Respondent

Pierce Atwood, LLC
Merrill's Wharf
254 Commercial Street
Portland, ME 04101
Email: AMuir@pierceatwood.com
Direct: (207) 791-1365

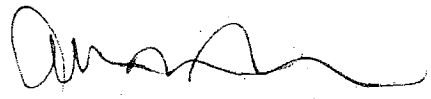
CERTIFICATE OF SERVICE

I do hereby certify that I have caused a true and correct copy of the foregoing Answer to Complaint to be served upon the following, via the NLRB's e-filing system and e-mail on this 8th day of March, 2019:

Paul J. Murphy, Acting Regional Director
National Labor Relations Board
Region 1
10 Causeway St #601
Boston, MA 02222
E-File

Lisa Arsenault, HR Director
Millinocket Regional Hospital
200 Somerset St.
Millinocket, ME 04462
E-mail

David Willhoite, Legal Counsel
Maine State Nurses Association/National
Nurses Organzing Committee
(MSNA/CNA/NNOC) Local 1082
155 Grand Avenue
Oakland, CA 94612
E-mail



Allan M. Muir, Esq.
Counsel for Respondent

Pierce Atwood, LLC
Merrill's Wharf
254 Commercial Street
Portland, ME 04101
Email: AMuir@pierceatwood.com
Direct: (207) 791-1365

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1

MILLINOCKET REGIONAL HOSPITAL **and** **MAINE STATE NURSES ASSOCIATION/NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CNA/NNOC) LOCAL 1082**	**Case 01-CA-233166** **01-CA-234864** **01-CA-237386**

ANSWER TO CONSOLIDATED COMPLAINT

Respondent Millinocket Regional Hospital ("MRH"), by their undersigned attorney, for their Answer to the Order Consolidating Cases, Consolidating Complaint and Notice of Hearing and Rescheduling Hearing Location ("Consolidated Complaint") filed by the Acting Regional Director of the National Labor Relations Board ("NRLB"), states as follows:

1. Respondent MRH admits the allegations set forth in Paragraphs 1 (a), (b), (c), and (d).
2. Respondent MRH admits the allegations set forth in Paragraph 2.
3. Respondent MRH admits the allegations set forth in Paragraphs 3 (a) and (b).
4. Respondent MRH admits the allegations set forth in Paragraph 4.
5. Respondent MRH admits the allegations set forth in Paragraph 5.
6. Respondent MRH admits the allegations set forth in Paragraph 6.
7. Respondent MRH admits the allegations set forth in Paragraph 7.
8. Respondent MRH denies the allegations set forth in Paragraph 8.

Exhibit 11B

9. Respondent MRH admits the allegations set forth in Paragraph 9.

10. Respondent MRH denies the allegations set forth in Paragraph 10.

11. Respondent MRH denies the allegations set forth in Paragraphs 11 (a) and (b).

12. Respondent MRH denies the allegations set forth in Paragraphs 12 (a), (b), (c), and (d).

13. Respondent MRH denies the allegations set forth in Paragraph 13.

14. Respondent MRH denies the allegations set forth in Paragraph 14.

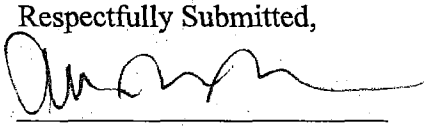
15. Respondent MRH denies the allegations set forth in Paragraph 15.

16. Respondent MRH denies the allegations set forth in Paragraph 16.

WHEREFORE, Respondent MILLINOCKET REGIONAL HOSPITAL, respectfully requests that the Consolidated Complaint and this matter be dismissed in its entirety.

Dated: May 28, 2019

Respectfully Submitted,



Allan M. Muir, Esq.
Counsel for Respondent

Pierce Atwood, LLC
Merrill's Wharf
254 Commercial Street
Portland, ME 04101
Email: AMuir@pierceatwood.com
Direct: (207) 791-1365

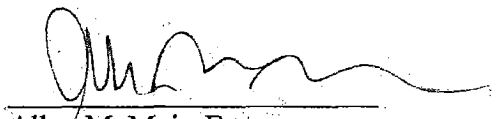
CERTIFICATE OF SERVICE

I do hereby certify that I have caused a true and correct copy of the foregoing Answer to Consolidated Complaint to be served upon the following, via the NLRB's e-filing system and e-mail on this 28th day of May, 2019:

Paul J. Murphy, Acting Regional Director
National Labor Relations Board
Region 1
10 Causeway St #601
Boston, MA 02222
E-File

Lisa Arsenault, HR Director
Millinocket Regional Hospital
200 Somerset St.
Millinocket, ME 04462
E-mail

David Willhoite, Legal Counsel
Maine State Nurses Association/National
Nurses Organzing Committee
(MSNA/CNA/NNOC) Local 1082
155 Grand Avenue
Oakland, CA 94612
E-mail



Allan M. Muir, Esq.
Counsel for Respondent

Pierce Atwood, LLC
Merrill's Wharf
254 Commercial Street
Portland, ME 04101
Email: AMuir@pierceatwood.com
Direct: (207) 791-1365

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1

MILLINOCKET REGIONAL HOSPITAL

and

MAINE STATE NURSES ASSOCIATION/ NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082

Cases 01-CA-233166
01-CA-234864
01-CA-237386

ORDER POSTPONING HEARING INDEFINITELY

IT IS ORDERED that the hearing in the above matter is hereby postponed indefinitely.

Dated: July 24, 2019

Paul J. Murphy, Acting Regional Director
National Labor Relations Board
Region 01

[redacted]

Exhibit 12

AGREEMENT

BY AND BETWEEN

MILLINOCKET
REGIONAL HOSPITAL

AND

MAINE STATE NURSES
ASSOCIATION/CNA/NNOC

MSNA Local #1082

June 1, 2008 - May 31, 2012

Exhibit 13

TABLE OF CONTENTS

MILLINOCKET REGIONAL HOSPITAL

AGREEMENT

This Agreement made and entered into this first day of June, 2008, by and between Millinocket Regional Hospital, of Millinocket, Maine, (hereinafter referred to as the "Hospital") and Maine State Nurse's Association/California Nurses Association/National Nurses Organizing Committee, of Augusta, Maine (hereinafter referred to as the "Association").

ARTICLE I

PREAMBLE

The intention of this agreement is to insure that the public utilizing the services of the Millinocket Regional Hospital shall receive the quality of nursing care to which they are entitled, and is to further insure sound and mutually beneficial economic labor relationships between the parties hereto; to provide an orderly and peaceful means for resolving any misunderstandings for grievances; and to set forth herein the basic and full agreement between the parties; covering wages, rates of pay, hours of work, professional practice, and other conditions of employment. The Association agrees to make every reasonable effort with the Hospital to assure efficient operation, to serve the needs of the community, and to meet the highest possible professional standards in such service.

ARTICLE II

RECOGNITION AND SCOPE

Section 1. Recognition of Association. Pursuant to the NLRB certification on case No.1-RC-17,799 dated February 15, 1983, the Hospital recognized the Association as the exclusive representative of all full-time and regular part-time Registered Nurses including per diem Registered Nurses, Staff Nurses and Charge Nurses employed by the Employer at its Millinocket, Maine Hospital, but excluding supervisors/clinical managers, Director of Nurses, Administrative Director of Anesthesia, Director of In-service Education, Director of Utilization Review, supervisors, casual employees, temporary employees and guards as defined in the Act, as amended, and all other employees. Neither the Hospital nor the Association will take any action, including the filing of a Unit Clarification petition, to change the composition of the Bargaining Unit during the term of this Agreement.

Section 2. Scope of Agreement. In arriving at this agreement, Millinocket Regional Hospital and the Maine State Nurse's Association have recognized the right of the Association to represent the unit described in Section 1 above for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

ARTICLE III

NO DISCRIMINATION

Both Millinocket Regional Hospital and the Association agree that neither of them will discriminate against a Nurse employee in violation of applicable law in hiring, promoting, or assigning to positions or in regards to any other terms or conditions of employment because of race, color, age, religion, sex, national origin, sexual orientation, political affiliation, marital status, disability, or activity or lack of activity on behalf of the Association.

ARTICLE IV

ASSOCIATION STATUS

Section 1. Local Representative. The Hospital recognizes the right of the Association to designate stewards and alternates sufficient in number to provide representation for Nurses working on all shifts. The Association shall notify the Hospital of the names of such employees and any changes. Patient care needs being considered, reasonable on duty time during the regularly scheduled work day will be granted by a steward/alternate's supervisor/clinical manager for the steward/alternate to properly and expeditiously carry out his/her duties under this Agreement, and for attending (when requested by the Nurse involved) management disciplinary meetings or investigations and mutually agreed upon labor/management meetings. The steward/alternate shall not neglect his/her work nor interfere with the work of others. The supervisor/clinical manager may require rescheduling of meetings or investigations if any Nurse involved is required for patient care needs.

Section 2. General Association Representative. A duly authorized representative of the Association may visit the Hospital as provided hereafter at mutually agreeable times after giving timely advance notice to the Director of Nursing or her/his designee. Visits shall be for the purpose of conferring with the Hospital representative or with the individual Bargaining Unit Nurse(s) at mutually agreeable times about pending grievances, meetings or investigations, and participating in the grievance procedure as provided herein, as long as such visits do not interfere with the employee's work or the normal operation of the Hospital. The Hospital shall specify a designated area for each visitation.

ARTICLE V

ASSOCIATION MEMBERSHIP

Section 1. Association Membership. It shall be a condition of employment that every Nurse who is a member of the Association as of the effective date of this Agreement shall remain a member and those who are not members on the effective date of this agreement shall, no later than 30 days following the effective date of this Agreement, become and remain members of the Association or pay fair share fees to the Association. It shall also be a condition of employment that every Nurse hired after the effective date of this Agreement will, within thirty days of beginning employment, become a member of the Association (and thereafter remain a member) or pay fair share fees to the Association.

Within five days after the Nurse's employment or change of status the employer shall notify the Association in writing of the name, address, social security number, position, or change of status of each Nurse so affected. The Association shall notify the employer in writing of any Nurse who has failed to remit dues or fair share fees to the Association and shall demand that the employer terminate employment of said Nurse within 14 days of said notification. If during said 14 day period the Nurse joins the Association, the employer shall not be required to discharge such Nurse.

Section 2. Deduction of Association Dues. Upon receipt of a written authorization from a Nurse, the employer shall, pursuant to such authorization, deduct from the wages due the Nurse each week and pay to the Association each month the dues or fair share fee fixed by the Association. The employer shall not be obliged to make dues or fair share fee deductions of any kind from any Nurse who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues or fair share fee deduction.

Upon the return of a Nurse to work from any leave of absence or layoff, the employer will immediately resume the obligation of making such deductions. By the tenth of each month, the employer shall remit to the Association at 160 Capitol St., Suite 1, Augusta, Maine 04330, or to an address otherwise specified by the chair of the MSNA/CNA/NNOC, all deductions for dues or fair share fees made from the salary of Nurses for the preceding months, together with a list of all Nurses including addresses, social security numbers, and dates of hire from whom dues or fair share fees have been deducted.

The employer assumes no obligation financial or otherwise arising out of the provisions of this section and the Association hereby agrees that it will indemnify and hold the employer harmless for any claims, actions or proceedings by a Nurse arising from deductions made by employer hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

ARTICLE VI

EMPLOYMENT STATUS

Section 1. Classification. A Nurse in the Bargaining Unit will be classified as either A-regular full-time; B-regular part-time; C-per diem.

Section 2. Registered Nurse Classification—Definitions.

a. Regular Nurse: A regular Nurse shall mean any Nurse in the Bargaining Unit who has completed the probationary period.

b. Regular Full-time Nurse: Full time Registered Nurses are those hired to work forty (40) hours or thirty-six (36) hours (three, twelve hour shifts) per week, or any other innovative schedule agreed upon by the Hospital and the Association.

c. Regular Part-time Nurse: Regular part-time Registered Nurses who are included in the Bargaining Unit are those scheduled to work on a permanent basis to fill a scheduled position and who work at least sixteen (16) hours per week.

d. Per Diem Nurse: The per diem Nurse as used in the Agreement shall mean any Nurse who works no less than eight (8) hours per week on average. Per diem Nurses will not be eliminated from the Bargaining Unit due to temporary reduction of hours due to staffing needs. When a non-Bargaining Unit Nurse is approaching the definition of per diem she/he and the Association will be notified. As a condition of employment the Nurse will be required to become a member of the Bargaining Unit when she/he reaches the definition of per diem which will be evaluated after 12 weeks, and will be ongoing.

The Hospital, at its discretion, may, in the future, hire per diem Nurses who may be required to work a designated number of weekends, holidays, and night shifts.

e. Temporary Nurses: A Temporary Nurse is a Nurse who is hired by the Hospital for a specific and limited period of time, not to exceed thirteen (13) weeks (except by agreement of the Association). Such Temporary Nurses may be hired to provide staffing coverage for Nurses who are absent due to illness, injury, vacation, military service or other causes, or otherwise to assist the Hospital to provide adequate coverage based on anticipated patient census. Such Temporary Nurses shall not be members of the Bargaining Unit nor covered by the terms of this Agreement, provided, however, that no individual shall be hired as a Temporary Nurse more than once in any calendar year except by agreement of the Association.

A posted "temporary position" will not be offered to a Temporary Nurse if there is a Bargaining Unit Nurse who wishes to fill the posted position, provided that a Bargaining Unit Nurse who wishes to work in the temporary position instead of in her/his regular position, applies in the manner set forth Article IX Posting and filling of vacancy and can feasibly be replaced in her/his regular position during her/his temporary assignment. Determination of transfer will be by mutual agreement of the Nurse and the CNO.

f. Agency Nurses/Traveling Nurses: An Agency Nurse, also known as a Traveling Nurse, is not an employee of the Hospital and not a member of the Bargaining Unit, but works for an independent contractor with whom the Hospital has contracted for additional staff.

The normal length of an Agency Nurse's contract will not exceed thirteen (13) weeks unless the needs of the Hospital, due to its inability to fill the position with Bargaining Unit Nurses, cannot be met. In any event, the Hospital will endeavor to avoid the use of Agency Nurses, and, when possible, limit the duration of their contracts to less than thirteen (13) weeks. The Hospital's use of such Nurses is also restricted as expressly set forth in this Agreement.

Section 3. Probationary Period. The term probationary period as used in this Agreement shall mean ninety (90) calendar days in the Bargaining Unit subsequent to the Nurse's last date of hire. By mutual agreement of the Association and the Hospital, the probationary period may be extended up to another (90) calendar days. The Hospital may extend the probationary period of a part-time Nurse until she/he has worked a minimum of forty (40) days.

Section 4. Probationary Nurses. The term probationary Nurse as used in this Agreement shall mean any Nurse who has not completed her/his probationary period. Probationary Nurses may accrue benefits during their probationary period and will be entitled to such benefits when they have successfully completed their probationary period of employment. The Nurse will not be required to undergo another probationary period because of change of status. Probationary Nurses may be discharged or disciplined and such discharge or discipline shall not be subject to the Grievance and Arbitration procedure. Upon successful completion of the probationary period, Bargaining Unit Nurses shall be regarded as full-time, part-time, or per diem and accorded seniority status computed as of their most recent date of hire into the Bargaining Unit.

Section 5. Letters of Hire. A letter of hire shall be given to each Registered Nurse. Such letter will include the starting wage rate, and applicable differentials. Attached to the letter of hire will be a copy of the job description, written contract, and written personnel policies.

Section 6. Decreasing Hours. A Nurse wishing to decrease his/her hours may make the request in writing to her/his supervisor and the CNO or her/his designee. The CNO or the designee will respond in writing either granting or denying the request. Such changes will only be status changes.

Example: A full-time Nurse may request to have her/his hours decreased. The Nurse would not be giving up her/his position, but merely changing her/his status from full-time to part-time.

Section 7. Termination Notice. The Nurse shall give the Hospital as much notice as possible but in no event less than two (2) weeks written notice of resignation. However, the Nurse shall be excused from this requirement to the extent that a shorter notice is caused by unforeseen circumstances beyond his/her control that are acceptable to the Hospital.

ARTICLE VII

DISCHARGE AND DISCIPLINE

The Hospital retains the right to discipline and discharge employees for just cause provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

Section 1. Counseling. Counseling will be used as the first step in discipline, except in circumstances involving allegations of particularly severe misconduct, such as drug/alcohol abuse, embezzlement, theft and other violations of state and/or federal law. To promote such counseling, the Association steward will be advised of situations about which the Hospital is concerned. The steward shall then review and investigate the situation and confer with the Nurse(s) about management's concerns. During this conference, the steward will assist the Nurse in understanding, maintaining, and promoting the professional standards of nursing practice. A follow-up meeting will then be held between the steward, a representative (or representatives) of the Hospital and, when appropriate, the Nurse to discuss the outcome of the steward's investigation and her/his conference with the Nurse.

Section 2. Warning Notices. Warning notices shall be used prior to bad practice becoming a dischargeable offense. A copy shall be given to the Nurse and to the steward unless otherwise

requested by the Nurse. The Nurse shall be given an opportunity to submit explanatory remarks for the records to be attached to the warning notice. An employee who receives a warning notice or suspension will have a follow up evaluation. Such follow up evaluation will be placed in the personnel file. Any warning notice will be removed from the file after one (1) year. Upon request, the Nurse (or her/his steward) may be present for the removal.

Section 3. Disciplinary Conference. If a Nurse is called to a management disciplinary investigation or conference she/he may elect to have her/his steward present.

Section 4. Discharge. If a Nurse is to be discharged, she/he shall be suspended immediately, and the Hospital shall give written notice to said Nurse setting forth the reason for such action with a telegraphic copy to the Association, unless the Nurse specifically requests otherwise. After such notice is received by the Association, Association representatives shall be given the opportunity to meet with Hospital management and the employee involved, at a mutually agreeable time, within 72 hours (excluding Saturdays, Sundays, and holidays) to discuss the contemplated discharge prior to final action. The Nurse will suffer no loss of earnings during the suspension if the discharge is withdrawn, unless the suspension is all or part of a disciplinary measure.

ARTICLE VIII

SENIORITY-LAYOFF-RECALL

Section 1. Definitions.

a. Bargaining Unit Seniority

Bargaining Unit Seniority, after the date of this Agreement, shall be prorated and credited on the basis of hours paid in a Bargaining Unit position covered by this Agreement as follows:

FROM	TO	SENIORITY CREDIT
416 Hrs	831 Hrs Paid	1/2 Year Seniority
832 Hrs	1,247 Hrs Paid	3/4 Year Seniority
1,248 Hrs	2,080 Hrs Paid	1 Year Seniority

Where there is duplication of dates of hire, Nurses will be placed on the seniority list by lottery. The lottery names will be drawn in the presence of a steward. The parties agree that seniority prior to the date of the Agreement shall be fixed as of February 28, 1986.

b. Hospital Seniority

Hospital Seniority is defined as the length of time an employee has been continuously employed from the last date of hire by the Hospital.

Section 2. Acquiring Seniority. Employees in the Bargaining Unit will acquire seniority after completing their probationary period, and seniority will then be computed from the most recent date of employment.

Section 3. Seniority List. The parties agree that the list appended correctly reflects past service prior to March 1, 1986.

The Hospital shall provide to the Association and also post on an annual basis a seniority list consisting of a list of the names of Bargaining Unit employees ranked in order of the employees Bargaining Unit seniority. The posted list will conclusively establish a Nurse's seniority unless the Nurse protests it, in writing, within thirty (30) days after posting, or, if the Nurse is on leave of absence, on vacation or otherwise unable to protest it within such time, within thirty (30) days after the Nurse returns from such leave or vacation or such disability is removed. Next to each name will be the employee's date of last rehire. Also, the Hospital will send an alphabetical list to the Association showing names, Nursing Unit, address, telephone Number.

Section 4. Layoff-Recall.

a. Temporary Reduction

Should the Hospital determine that a reduction in the nursing force is necessary not necessitating layoff, the following steps shall be taken:

1. Voluntary reduction in each unit affected on each shift.
2. Involuntary reduction of work hours of temporary and casual Nurses in each unit affected on each shift.
3. Involuntary reduction of work hours, of per diem Nurses in each unit affected on each shift.
4. Involuntary reduction of work hours of part-time Nurses and full-time Nurses in each unit affected on each shift in inverse order of seniority, provided the Nurse not reduced can work the required hours and is qualified to perform all the required duties as delineated in the job description of the given department into which the Nurse is moving.

After a twelve week period of involuntary reduction of hours has passed (from the date a Bargaining Unit Nurse is first involuntarily reduced) or, a Bargaining Unit Nurse has had his/her regularly scheduled hours reduced during that same twelve week period (according to the schedule below), future reductions shall be made pursuant to the following procedure: The least senior Nurse in the unit shall be reduced, provided the more senior Nurse will work the required hours and is qualified to perform all the required duties as delineated in the job description of the given department into which the Nurse is moving.

Classification	Reduction
40	168 hours—21 days
32	134.4 hours—17 days

24	100.8 hours--13 days
16	67.2 hours--8 days

No more than two twelve week temporary reductions which can run concurrently can take place during any twelve month period absent the Association's agreement.

During an involuntary reduction, no Nurse reduced out of line of her/his unit seniority shall suffer a loss of seniority but shall accrue seniority during the hours she/he is involuntary reduced. The language applies only to the accumulation of seniority but does not affect accrual of earned time or other benefits.

If the Hospital plans to temporarily or permanently close a unit, Nurses affected shall be placed in accordance with Article VIII, Section 4b., General Reduction in Force.

Nurses having hours reduced shall be given first opportunity, whenever possible, for subsequent additional hours that may become available to replace work hours lost. Whenever possible, the Hospital will provide eight (8) hours notice to affected Nurses but in any event recognize a special obligation to give at least four (4) hours notice to a Nurse whose hours are to be involuntary reduced.

Any Nurse whose hours have been voluntary or involuntary reduced shall have the option to take earned time or leave without pay. Bargaining Unit Nurses whose hours have been reduced may notify the Director of Nursing indicating days and/or units to which they are available and oriented.

b. General Reduction in Force

If a reduction in force requiring layoff of Bargaining Unit Nurses becomes necessary, the parties of this Agreement shall meet and confer relative to the procedure to be followed. An updated seniority list shall be provided to the Association. Unless otherwise agreed in such conference, a reduction in force so far as practical shall be made using the following procedure:

Should the Hospital determine that a general reduction in the nursing force is necessary, layoffs shall be made in the inverse order of seniority, with temporary, casual, probationary, and per diem Nurses, in that order, being laid off first, provided in all cases that the remaining Nurses shall have skill, ability, and qualifications to perform the work required satisfactorily and efficiently (as delineated in the job description of the given department into which the Nurse is moving) and provided further that the Nurses who remain shall be required to work as scheduled by the Hospital, so that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met. Traveling Nurses shall be laid off before any Bargaining Unit Nurses are permanently laid off provided in all cases that the remaining Nurses shall have the skill, ability, and qualifications to perform the work required satisfactorily and efficiently, and provided further that the Nurses who remain shall be required to work as scheduled by the Hospital so that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met by the Hospital. Should the Hospital find it necessary to alter a Nurse's regular schedule as a result of a general reduction, the Nurse shall be advised of the intended change and shall have the right to accept or reject in writing the change in her/his schedule. The Nurse who chooses to reject the change in his/her regular schedule shall be

laid off during a general reduction in force prior to rescheduling of other Nurses pursuant to this Section.

It is agreed that Nurses will receive at least seven (7) days notice before the implementation of a layoff under this Section.

1. In the event a permanent vacancy becomes available during the period of layoff, the job vacancy will be posted. Employees on layoff shall receive preference by seniority to other non-employee applicants, provided they meet availability requirements of posting and in the judgment of the Director of Nursing are qualified to perform all duties of the position and work the required hours.

2. A Nurse who is laid off, who continues to retain seniority, will retain all accrued benefits as of the day of layoff. A Nurse will not accrue benefits or additional seniority during the layoff.

3. Nurses will be recalled in the reverse order of layoff except for probationary Nurses who have no recall rights, provided the Nurse recalled is qualified to perform the duties of the position and works the required hours. The Hospital shall have the right to use temporary help, preferably by Bargaining Unit seniority for fill-ins of short duration. When the layoff procedures herein are commenced, Nurses who are on layoff will have the opportunity of enrolling on a temporary recall list indicating the areas they think they are competent to work and the times and shift they are available. Before resorting to the hiring of outside help, the Hospital will attempt to contact Nurses whom it deems competent to perform the necessary duties for fill-in purposes. Notification of any Nurse which the Hospital attempted to contact shall be given to the steward. A Nurse who declines or is not available for such fill-in work may be passed over; however, she/he still retains her/his recall rights as above stated.

Section 5. Loss of Seniority. A Nurse's seniority shall be lost by the following:

1. Voluntary termination or retirement.
2. Absence from work for any reason for a period of nine (9) months, except where a Nurse has been granted a LOA in writing for a longer time.
3. Failure to report back from a layoff within ten (10) days excluding Saturday, Sunday, and holidays after notice personally or by registered or certified mail, return receipt requested, or telegram is sent to the employee's last known address.
4. Failure to return to work in accordance with the terms of a leave of absence.
5. Discharge for just cause.
6. Accepting employment while on a leave of absence excluding educational leave and ambulance corps or where it is expressly authorized in writing by the Director of Nursing.
7. Settlement for total and permanent disability.

ARTICLE IX

POSTING AND FILLING OF VACANCIES

Section 1. Posting. A Bargaining Unit vacancy which is to be filled shall be posted on the Hospital Personnel Bulletin Board for a period of five (5) calendar days excluding Saturday, Sunday, and Holidays specifying patient unit, shift, position, title, and qualifications. The date and time of the end of the posting period shall be marked on the notice. The job may be filled on a temporary basis with preference given to the Bargaining Unit employee until such time as the Hospital can hire and orient a suitable replacement for the position vacated by such transfer.

Section 2. Application. Nurses desiring to apply for a vacant position which is posted may do so by submitting an application form to the Personnel Office within the posted period. An eligible Nurse prior to leaving for a vacation or out on sick or maternity leave may indicate in writing on an application form to the Personnel Office their desire to apply for a specific position which may be posted during their absence. When the job is to be filled, the Nurses must be available for work.

Section 3. Filling of Position. When a position is filled, preference will be given to a Bargaining Unit Nurse who bids within five working days of the posting. If two or more bargaining unit Nurses apply, seniority will govern. After five (5) working days from the initial posting, the Hospital may recruit outside the hospital and hire on the basis of ability, experience, and educational background.

A graduate Nurse may be hired into a Bargaining Unit position, providing that the position has been posted in accordance with this article and no current Bargaining Unit members have come forward for the position. The graduate will be afforded a reasonable time frame in which to pass the registry examination and become licensed, however, no longer than six months.

Employees who are transferred shall serve on a trial period of up to thirty (30) days.

In the event the Nurse and/or the Hospital finds adaptability to the position unacceptable to either party, she/he shall be reinstated to her/his unit, department, and shift if available. If not available, the Nurse shall have the option of taking an available position for which the Nurse is qualified, in her/his same unit on another shift. If such position is not available, she/he shall be reinstated to a substantially similar unit preferably on her/his former shift which is available and for which the Nurse is qualified. When an opening occurs in the Nurse's former unit and shift, the Nurse should be reinstated to her/his former unit and shift.

Section 4. Notification of Decisions. The Hospital shall notify all applicants of decisions with regard to their application within fourteen (14) working days after the close of the interview process.

Section 5. Frequency. Nurses may bid on a vacant position, however, no Nurse is entitled to transfer more than twice in any twenty-four (24) month period.

Section 6(a). Bargaining Unit Work. In the event the Hospital contemplates hiring traveling Nurses, it shall first offer the work to members of the Bargaining Unit by posting the job in accordance with the posting and filling of vacancy provisions. If there is no qualified Bargaining Unit employee desiring the job, the Hospital may proceed to fill the vacancy from outside sources.

Section 6(b). Call-ins. Additional hours of Bargaining Unit work will be offered to regular part-time and per diem Bargaining Unit Nurses before being offered to any non-Bargaining Unit Nurses. Regular part-time Nurses shall be offered the work prior to offering it to per diem Nurses. Nurses who wish to receive additional work when the Hospital receives call-ins will be responsible for notifying the Hospital in writing of their desire to be placed on the call-in list. The Hospital will only be required to offer work to those Nurses before calling non-Bargaining Unit Nurses.

Section 7. Additional Hours. Nurses currently holding a position of less than forty (40) hours per week may add additional hours by applying for any additional part-time positions posted. Nurses adding additional hours by accepting a second position will be classified as such and each position will be considered independently under Article VIII.

ARTICLE X

ORIENTATION

Section 1. Each newly employed Registered Nurse shall be provided with a competency based orientation program. The orientation shall consist of reviewing general Nursing policies and procedures; respective clinic area; introduction to routines; duties and expectations; review the job description; working with other Nurses. The hospital will consult with the Nurses on each unit prior to the implementation of the orientation program.

Section 2. Basic Arrhythmia Recognition Course. All Nurses shall be required to complete a Basic Arrhythmia Recognition Course and Advanced Cardiac Life Support Course within one (1) year of employment, except for Nurses who work in SCU, ER, or OR who shall be required to do so within six (6) months of employment; provided, however, that any Nurse currently in the Bargaining Unit shall have one (1) year from the effective date of this Agreement to complete the Basic Arrhythmia Recognition Course and the Advanced Cardiac Life Support Course. Courses shall be provided by the Hospital at no cost to the Nurses, and the Hospital will schedule Nurses to attend classes without loss of pay or benefits. Such courses will be provided in the greater Millinocket area and Nurses shall take the courses in this area unless they have received written permission from their director to take the course elsewhere.

Comment [CNA1]: "Resource Nurse" deleted per Travis Meek

The time period recited in the previous paragraph will be extended, if necessary, until such a time as the Hospital can schedule a class for a Nurse. In other words, no Nurse shall be penalized by a scheduling delay that is entirely beyond her/his control. Time limits will also be extended in the event of extraordinary circumstances preventing a Nurse from completing the course.

In the event that the Nurse does not pass, opportunity will be provided for retesting at no cost to the Nurse.

Section 3. Basic Life Support. Maintaining Basic Life Support Certification is a shared responsibility of the individual Nurse and the Hospital. The Hospital will continue to provide classes and schedule Nurses to attend classes without loss of pay or benefits. Nurses must attempt to attend the classes within (3) three months of the recertification date. If the Hospital cannot relieve the Nurse to attend, the Hospital will extend the three month period until such a time as the Nurse may be scheduled for the class. This provision will be waived if the Nurse is on a leave of absence, sick leave, or pregnant. Failure to comply may be cause for a written warning to be placed in the Nurses personnel file.

Section 3a. ER Nurses. All Nurses regularly assigned to the ER shall be required to complete a TNCC course within 12 months of beginning such assignment. All Nurses regularly assigned to the ER or to SCU shall be required to complete a PALS course or an ENPC course within six months of beginning such assignment. The hospital agrees to pay the full cost for Nurses to attend such classes and the hospital shall schedule Nurses to attend such classes without loss of pay or benefits.

Section 4. Changes in classes provided or reimbursed. By mutual written agreement of the Association and the Hospital, courses and certifications to be provided and/or reimbursed by the Hospital in this Article can be modified in order to keep current with developing health care education.

Section 4a. Instructors. Bargaining Unit Nurses will receive education for required certifications from other professionals, such as Registered Nurses, physicians, Nurse practitioners and certified physician assistants. Paraprofessionals, such as paramedics and EMTs, may be part of a group of instructors giving a course, but will not exclusively be responsible for the education and evaluation of Bargaining Unit Nurses at such courses, other than BLS certification courses for which EMTs may be used exclusively.

Section 4b. Cross-Oriented Nurses. Nurses who are cross-oriented will meet the same educational requirements as the regular staff Nurses in the department into which the Nurse becomes cross-oriented.

Section 5. Additional Orientation Any Nurse may make a reasonable request to her/his supervisor/clinical manager stating that she/he is not qualified to perform certain required duties and that she/he shall receive reasonable additional orientation in those duties.

Section 6. Duties on Orientation While on orientation the Nurse shall not be assigned duties to which she/he has not been oriented or be assigned to a team leader or charge Nurse position.

Section 7. Association Affairs. All new Nurses entering employment with the Hospital shall be entitled to one half (1/2) hour of orientation concerning Association affairs. This shall be given by one of the unit officers.

Section 8 a. Cross Orientation and Floating

a. All Nurses who are currently employed by the Hospital and in the Bargaining Unit and who are current participants in the "float pool" shall have the right to decide, during the first thirty (30) days after the effective date of this Agreement, to withdraw their names from the list of Nurses who shall be deemed cross-oriented and in the "pool." If, within thirty (30) days of starting a cross orientation and/or before receiving approximately four (4) weeks of training in the cross oriented position, the Nurse may withdraw from the cross orientation without penalty.

b. Nurses who are currently employed by the Hospital shall not be required to cross-orient in the future unless they agree to do so voluntarily.

c. All Nurses who are currently employed by the Hospital and who are currently on the list of cross-oriented Nurses and participants in the "float pool" shall have the right to decide, during the first thirty (30) days after the effective date of this Agreement, whether to withdraw their names from the list of Nurses who shall be deemed to be cross-oriented and in the "pool." Currently cross oriented Nurses who have completed their 2 ½ year commitment may leave the pool after giving the Hospital 60 days notice.

d. Bargaining Unit Nurses who become cross-oriented after the date of this Agreement, and who have met the requirements set forth in Section 8 (a), will remain in the cross-oriented position for a period of thirty-two (32) months. After becoming fully oriented, the Nurse will have the right to withdraw her/his cross-orientation if, in the Nurse's own judgment and upon consultation with management, it is determined that the Nurse does not possess sufficient experience and skills in the cross oriented position necessary to provide safe nursing care. If the Nurse who does not possess the requisite experience and skills wishes to remain cross-oriented, the Hospital will make reasonable efforts to help the Nurse improve her/his skills in the cross-oriented area. The amount of time necessary to accomplish this goal will be mutually agreed upon by the Nurse and the manager, and will not occur during a Nurse's scheduled shift. If, in the Hospital's opinion, such accommodation is not possible, the Nurse will be returned to the list of Nurses who will be oriented in the department at a date suitable to the Hospital.

In rare circumstances, Nurses who are cross-oriented and who have not fulfilled the thirty-two (32) month commitment may submit a written request to the CNO requesting to be released from the cross-oriented position. The request will clearly state the reason why the Nurse feels that she/he can no longer function in the cross-oriented capacity. Due consideration will be give to the request, and efforts will be made to improve the Nurse's situation, if possible, giving special attention to situations that may be influencing the Nurse's desire to be released from the commitment. Any Bargaining Unit Nurse who has served a period of thirty-two (32) months on the cross-oriented list may rescind his/her cross-orientation with a five (5) week written notice of intent to withdraw from the float pool. The letter will be submitted to the CNO.

All requests for cross orientation will be submitted in writing to the CNO and a copy will be provided to the union chief steward by the Hospital. Cross-orientations will be granted per the Hospital's needs. Requests will be dated, and when two (2) or more Nurses request the same department on the same date, seniority will be the deciding factor. Nurses will remain on the list as of the date of submission, and orientations will be given as the Hospital deems appropriate and most responsive to the department's needs.

e. Nurses shall indicate in writing to the Director of Nursing their desire to cross-orient and the unit(s) to which they wish to cross-orient and shall at such time be placed on a list. Cross orientation shall then be offered to the Nurses in the order in which their names appear on the list, regardless of seniority, provided that this is consistent with the staffing and cross-orientation needs of the Hospital as determined within management's reasonable discretion.

f. Cross-oriented Nurses who are floated or assigned to an area outside their usual area will function only to the capacity to which they have been oriented (that is, primary or secondary).

g. The Hospital may schedule or float cross-oriented Nurses to any area to which they have been oriented, but only in accordance with their regular shifts and hours, maintaining hours, shifts and weekends. Any change in a Nurse's regular schedule will require the mutual agreement of the Nurse and the Director of Nursing. Bargaining Unit Nurses who agree to work additional shifts will not be required to involuntarily float on that shift.

h. While Nurses will continue to bid into and be regularly assigned to positions in specific departments, cross-oriented Nurses may be floated or assigned outside of their usual department when management determines, in its reasonable judgment, that this is necessary to assure appropriate and safe staffing. Floating or assignment out of Nurse's designated primary department will occur in the inverse order of seniority whenever more than one Nurse in the affected department is qualified to float out or be reassigned, except by agreement of the qualified Nurses.

i. Nurses will not be rotated from their regularly scheduled shift. Scheduling shall appear on the posted work schedule, subject to Article XIII.

j. Nurses who are floated shall receive float pay at the rate of $2.00 per hour.

k. It is understood and agreed that cross-oriented Nurses will not be reassigned or floated out of their usual department except when genuinely necessary for safe and appropriate staffing. Such reassigning and/or floating shall not be done arbitrarily or capriciously or in bad faith and is not anticipated to be a frequent or routine occurrence. The Hospital and the Association agree and acknowledge that, except as necessary for safe and appropriate staffing, it is preferable that a Nurse should work in the usual area(s) of her/his choice.

l. Before being floated, a Nurse will be given reasonable time to complete any outstanding tasks, including any professionally required documentation and a professional transfer of care report, before taking on the float assignment.

m. No cross-oriented Nurse will be required to float more than once per shift. In addition, cross-oriented Nurses will not, on average, be floated more than once per scheduled work week. Although cross-oriented Nurses may voluntarily agree to float at any time, no cross-oriented Nurse will be required to float more than once per shift.

n. The Hospital will attempt in good faith to avoid unnecessary floating of cross-oriented Nurses.

o. Nothing in this section shall be interpreted to preclude the Hospital from continuing to use Nurses in emergency situations even at overtime rates and in extreme situations, even when a Nurse might not be cross-oriented to a department (for example, in the event of a hyperthermia crisis in the OR).

Section 8 b. Review of Orientation Process. At least once during the Nurse's orientation period, and usually at the midpoint, the Nurse will meet with the unit manager and a steward to discuss the progress of the orientation. This time will be used to provide both management and the Nurse as opportunity to voice any concerns that either party may be experiencing in relationship to the Nurse's adaptation to the position. This time will also be used to allow the Nurse an opportunity to ask for further orientation, or clarify any concerns the Nurse may have concerning the orientation program. In no way will this meeting be used in a disciplinary manner, nor will the Nurse's request for further orientation be viewed as a sign of inability to perform the normal duties of the position in which the Nurse is being oriented. Further, if the Nurse feels the need for more than one meeting, or a meeting sooner than at the midpoint of the orientation period, such a meeting will be arranged upon request.

Recognizing further needs to enhance the nursing orientation program, Labor and Management will meet at Labor-Management meetings to develop a formalizing orientation program during the life of this contract.

ARTICLE XI

STAFF DEVELOPMENT

Section 1. Continuing Education. The parties recognize the obligation of the registered Nurse to maintain and update her/his professional skills. Toward that end the parties recognize the need to develop a plan of continuing education and the necessity for the commitment of resources for this purpose. Continuing education shall include options for inservice education, instructional workshops, and further degree programs. To assure proper priorities are explored, a continuing education committee consisting of two members of Nursing Management and two members of the Bargaining Unit, shall be established to provide input into this process. The Hospital agrees to provide $800.00 to each Registered Nurse to be used for education purposes over the life of this Agreement. The $800.00 shall be provided at the onset of this Agreement. Both parties agree that the $800.00 is not intended to be used for inservices required by the Hospital for the job classification.

Nurses will be able to use a portion of their education money for the purchase of a stethoscope or other durable equipment necessary in their practice (BP Monitoring Cuffs and devices, scissors (bandage/trauma); clamps or other similar instruments used frequently by the Nurse, PDA's for downloading information such as PDR, etc, task scheduling and note minders).

Nurses hired after the effective date of this Agreement shall have their education money prorated.

Each June 1st, any funds left in the pool will be evenly divided among the Bargaining Unit Nurses. This amount will be credited toward the aggregate $200 for each Nurse that year.

Any individual RN shall be credited with his/her allotment once during the life of this Agreement. (Example: If a Nurse leaves MRH employment and later is rehired, he/she will not be credited with another education allotment.)

A Nurse who's personal education account remains less than $800.00 after the above two steps shall have her account increased to $800.00 by the Hospital.

Section 2. No Loss of Pay. The Director of Nursing may authorize time off without loss of pay and/or reimbursed expenses for Nurses attending clinical conferences, advanced courses, or other similar activities. If a Nurse is assigned to participate in a program she/he shall not incur any reduction in normal pay.

Section 3. Education Folder. The Hospital shall continue to include in the Personnel files for each Nurse, documentation of courses, lectures, or conferences attended by the Nurse. The sole responsibility for placing documentation in such a folder shall be that of the Nurse.

Section 4. Certification/Recertification Exams. Nurses who successfully complete a certification exam in their specialty area will be reimbursed for the cost of the exam. The cost of recertification exams will also be reimbursed.

ARTICLE XII

PROFESSIONAL PRACTICE COMMITTEE

Section 1. Objectives. The objectives of the Professional Practice Committee (PPC) shall be to consider constructively the professional practice of Registered Nurses including improvements related to the utilization of personnel, and to recommend ways and means to improve patient care and the health and safety of Nurses.

The Hospital recognizes the responsibility of the PPC to recommend measures objectively to improve patient care and will duly consider such written recommendations and will so advise the Professional Practice Committee of action taken.

Section 2. Composition. The PPC shall be composed of three (3) Nurses selected by the Association who are employed by the Hospital and covered by this agreement and three (3) members of management selected by the Hospital.

Section 3. Meetings.

a. Regular Meetings and Compensation. The PPC shall hold one regular meeting per calendar month. The duration of such meeting may be up to two (2) hours. Additionally, staff Nurse members of the PPC may meet separately in advance of each PPC meeting for up to one (1) hour per month in order to prepare for the PPC meeting. Each staff Nurse committee member of the PPC shall receive compensation for time spent at PPC meetings at the Nurse's regular rate of pay (including shift differential). The PPC will be co-chaired by one (1) member selected by Management and one (1) member selected by the Association.

b. Special Meetings. The Hospital may request special meetings with the PPC, and the PPC may request special meetings with the Hospital. If such meetings are agreed to, they will not take the place of the regular meetings of the PPC. Nurses will receive their hourly rate of pay for all time spent attending a special meeting, and this amount will not be subtracted from their time allotted for regular meetings.

c. Timely Response. The CNO or his/her designee will respond in writing to the PPC's written recommendations within thirty (30) days of submission. Their response will include a final decision that is binding on all parties.

d. Facilities Provided. The PPC may reserve meeting rooms through the Hospital's regular meeting room-scheduled process for meetings of all its members. A locked PPC mailbox will be provided.

Section 4. New RN Orientation. On the first day of the new PPC orientation, a PPC representative shall be permitted to meet for fifteen (15) minutes to review the purpose and functions of the PPC.

ARTICLE XIII

STAFFING AND SCHEDULING

Section 1(a). Staffing. The Hospital in staffing the units shall use full-time and permanent part-time and per diem personnel, if available, who are hired for that unit before transferring regularly scheduled staff members from their permanent clinical area. Except in situations when no other employee is available for staffing, orientees shall not be counted as part of the predetermined staff for scheduling in that unit. An orientee shall not be assigned duties to which she/he has not been oriented.

Section 1(b). Distribution of "Extra" Hours of Work. Any Bargaining Unit member may request extra hours of work by notifying, in writing, the Nursing Office, prior to the posting of the schedule. This request will include the dates, shifts, and unit(s) for which the Nurse would be available. Nurses from each Nursing unit who have made a request in writing will be given extra time first. Thereafter, extra time shall be offered to Nurses within each unit prior to offering extra time to qualified Nurses outside each unit. Insofar as reasonably possible extra hours will be offered equally to regular part-time Nurses within each unit first. If part-time Nurses within each unit refuse extra time, it shall then be offered to per diem Nurses within the unit prior to offering the time to qualified Nurses outside the unit, in the same order.

Section 2. Hours of Work.

A. The normal work week shall be Sunday starting with the day shift through Saturday ending with the night shift.

B. The workday shall be defined as a period of twenty-four (24) hours beginning 7:00 a.m. and ending at 7:00 a.m. the following day.

C. Except for those positions which require a different schedule, the normal shifts shall be as follows:

Medical Surgical, SCU, ER and Resource: 7 a.m. – 7 p.m. or 7 p.m. – 7 a.m.
OR/RR/Endo/Clinics: 7 a.m. – 3 p.m., 8 a.m. – 4 p.m., or 9 a.m. – 5 p.m.

D. The normal workweek for a Full-Time Nurse in the Bargaining Unit will consist of forty (40) or thirty-six (36) hours, but this shall not constitute a guarantee of hours by the Hospital.

The Hospital shall have the right to post positions that have irregular configurations of days and hours (for example, 4 and/or 8 hour shifts in, or not in, conjunction with 12 hour shifts.) The Hospital will not post a combination of hours of three twelve hour shifts with one four hour shift in an attempt to circumvent the four-hour bonus.

In the event the normal work week for Nurses is changed, the Nurse shall be given a 7 day notice.

E. The normal work day shall consist of eight hours with one-half-hour paid meal on the day, evening and night shift.

F. Except in the case of emergencies, each Nurse shall be entitled to one fifteen (15) minute break for each four (4) hours worked.

G. Innovative schedules will be implemented by mutual agreement of the Association and the Hospital.

Nurses working thirty six (36) hours/weekly will accrue salary and benefits as if they had worked forty (40) hours/weekly including earned time ("the four hour bonus"). Earned time will accrue at the time and one-half rate for any hours worked beyond the ten-hour and twelve-hour shifts. Any earned time hours used by the Nurse will be paid at her/his normal rate of pay, plus applicable differentials. Nurses taking time off will notify the Hospital of the number of earned time hours they choose to apply during vacation (i.e. 36 or 40).

Any time worked beyond the scheduled daily shift will be paid at the rate of time and one-half (For example, all hours worked beyond 12 hours for a 12-hour shift, over 10 hours for a 10-hour shift, etc.).

Nurses must be scheduled for a 12-hour shift and must work a portion of that shift in any given week in order to qualify for the four-hour bonus.

Night differential pay shall be paid for all hours worked in a night shift after 7 p.m. Nurses working 7 a.m. to 7 p.m. shall receive the evening differential from 3:00 – 7:00 p.m.

All meals and breaks will be paid on these shifts and such time will be used in the calculations for overtime and earned time.

Section 3. Meal Period. A Nurse will have one half hour paid meal break on each shift, as assigned by the supervisor/ clinical manager, which shall be considered as time worked. Relief shall be assigned daily by the supervisor/clinical manager. Such relief will be provided by another Nurse (such as a Nurse within the department, a Nurse outside the department, or a Nursing Manager). Nurses may be permitted to leave MRH property during the meal break if their supervisor approves. Any Nurse recalled to work from her/his regularly scheduled meal break shall be paid for lost break time at a rate of time-and-a-half, but in no event for less than fifteen minutes.

Section 4. Pay Periods. The Hospital will use its best efforts to make paychecks available each Thursday at 8 a.m., even in weeks when there is a holiday. If the Hospital is not going to be able to meet this requirement, it will inform the Nurses of this before the end of the previous workweek. Nurses shall have the option of having their paychecks deposited by direct deposits to banks designated by the Hospital.

Section 5(a). Schedules. Regular schedules and days off shall be posted two (2) weeks in advance, but the Hospital may revise or supersede such schedules in the event of unforeseen circumstances. Revisions in the schedule will be available to the president, steward, or alternate of the Bargaining Unit at the end of each work week. Nurses shall make all requests for time off in writing two (2) weeks in advance of the posting day. The schedule shall be subject to revisions in the event of an emergency.

Section 5(b). Schedule Changes.

1. Regular Changes. Regular schedule changes requested by individual Nurses for their own convenience will be allowed only if a qualified volunteer can be found by the Nurse requesting the change (who will fill in at straight time rates except if the requesting Nurse was scheduled for overtime and the replacement Nurses would normally be working at overtime for those hours).

2. Temporary Schedule Changes. Temporary work schedules may be required from time to time due to sickness or injury of the Nurse. The Hospital shall give one (1) week notice whenever possible of a temporary work schedule change. However, the Hospital shall explore the following alternatives prior to changing Nurses' scheduled hours:

a. Request volunteers from the unit involved.
b. Utilize per-diem persons.
c. Request volunteers from other units who are cross-oriented to work in that clinical area.

3. Innovative Schedule Changes. It is understood that other work schedules in individual Nursing units may be established by the Hospital after consultation with the Nursing unit staff and notification to the Association. In the event a Nurse is unable to accommodate a new innovative work schedule, the parties shall meet and reach a mutually satisfactory solution.

Section 6. Shift Rotation. The Hospital will make every effort not to rotate Nurses from their regular shift unless mutually agreed upon by the Nurse and the Director of Nursing.

However, in the event staffing needs cannot be met in any other way, rotation shall be accomplished according to the following procedures:

1. Involuntary rotation of Per-diem Nurses.
2. Involuntary rotation of Nurses hired after September 1, 1983.
3. Involuntary rotation of Nurses hired prior to September 1, 1983 in the inverse order of seniority.

Absent a dire catastrophe or their agreement to do so, Nurses will not be required to work on their scheduled days off.

Section 7. Weekend Rotation. The Hospital agrees to endeavor to schedule employees twenty-six (26) weekends off in calendar year unless the Nurse requests to work more frequent weekends, subject to its operating requirements.

Section 8. Overtime.

a. All authorized time in excess of twelve (12) hours in a day (except for the OR and Outpatient Settings, where it shall be in excess of 8 hours in a day) or forty (40) hours in a week shall be paid at one and one-half (1 1/2) times the employees regular rate of pay (including any applicable shift differentials). RN's working additional shifts shall be required to work the "normal shift" in the department prior to receiving overtime (i.e. 12 hours in a 12 hour department, 8 hours in an 8 hour department, etc.).

b. The hospital agrees that insofar as possible, overtime hours will be allocated equally within the Bargaining Unit. Such overtime will be based on the skills of the Nurses as documented on their completed skills lists.

Nurses, who are cross-oriented, will be offered overtime in their cross-oriented department(s) in the same manner as the primary Nurses in the department.

Each time a Nurse accepts and works overtime, either as an entire shift, or as a partial shift, that Nurse will then have his/her name rotated to the bottom of the "call-in list." This rotation will also apply to any overtime allocated in advance based on the "sign-up sheet" which the hospital has the option of using at their discretion.

Overtime that is worked at the end of a normal work shift will not be considered in this rotation. However, if a Nurse volunteers to continue working into the next shift for a portion or all of the shift, that time will apply and the Nurse will forfeit further overtime until his/her name rotates back to the top of the "rotation list."

The overtime call-in list will apply hospital wide to whatever extent a department is staffed with Bargaining Unit Nurses currently, and in any new departments the hospital may create.

c. Notwithstanding any other language in this Agreement, the hospital shall not be required to offer work to a Bargaining Unit Nurse at overtime rates if the work can be performed by another Bargaining Unit Nurse at straight time rates.

d. Use of Earned Time shall not be counted in the calculation of overtime.

Section 8h. Overtime Call-in List. The overtime call-in list will apply Hospital-wide to whatever extent a department is staffed with Bargaining Unit Nurses currently, and in any new department the Hospital may create. The call-in list will not override equal distribution of overtime.

Section 9. Holiday Schedules.

A. MSNA/CNA/NNOC and MRH recognize four holidays for the purposes of fulfilling the Nurses' requirement in regard to working holidays:

Christmas New Year's Day Fourth of July Thanksgiving

B. The Christmas holiday will run from 7 p.m. on Christmas Eve to 7 p.m. on Christmas night. The New Year's Day holiday will run from 7 p.m. on New Year's Eve to 7 p.m. on New Year's night. July 4th and Thanksgiving will run from 7 a.m. on the day of the holiday until 7 a.m. the following day.

C. The scheduling of these holidays will be done within the fiscal year. The Nurse will not work any more than two of the major holidays per year unless the Nurse expresses a desire to volunteer for additional holiday(s). The Nurse may work less than two holidays.

D. Nurses who work Christmas Day or New Year's Day will not work the eve of either of these holidays unless the Nurse agrees to do so.

When the Nurse has fulfilled her/his holidays for the year, that Nurse will not work the same two holidays in the next year. Examples of this rotation are as follows:

Christmas 2000.... Worked	Christmas 2001.... Off
New Year's Day 2001.... Off	New Year's Day 2002.... Worked
4th of July 2001.... Worked	4th of July 2002.... off
Thanksgiving 2001.... Off	Thanksgiving 2002.... Worked

Recognizing that each department has its own individual needs in relation to holiday scheduling, it is agreed that each department will develop its own holiday schedules which will meet the criteria set herein. These schedules will be reviewed in a labor management format and mutual approval of the scheduled will be reached.

Nurses will be allowed to arrange individual swaps or sharing of shifts on the holidays in accordance with the contract and with approval of management.

The Hospital, at its discretion, may, in the future, hire per diem Nurses who may be required to work a designated number of weekends, holidays, and night shifts.

Nothing in the holiday rotation requirement will serve as a bar to scheduling vacations that include a recognized holiday. Vacations must be approved by the hospital in accordance with Article XXIV, Section 7.

Section 10. Recruitment and Retention. Recognizing the importance of promoting job satisfaction in recruitment and retention, the Association and the Hospital agree to the following:

Twelve Bargaining Unit Nurses in the Med-Surg division of the In-Patient Unit will work in set schedule patterns as proposed by the Association and reflected in Appendix D. The twelve schedules will include set weekend rotations and holiday rotations, as per the contract definition of weekends and holidays, and will not retire or fall off when a Nurse in one of those schedules leaves employment with MRH or transfers to another unit. As set schedules become available due to transfers, terminations, or otherwise, Nurses may choose to move into vacated schedules, starting with the most senior Nurse in the Med-Surg division of the In-Patient Unit, until all set schedules have been filled. In all other units where schedules are already in place, or for Nurses already working in a set pattern, those schedules will remain unchanged.

Nurses working set schedules will be allowed to swap schedules, or amend their schedules if this is agreed upon by Nurses who would be affected by the swap. Multiple Nurses could amend their respective schedules temporarily or permanently in order to better serve the needs of the Nurses involved. In all cases, such flexibility in scheduling will be done with the approval of the unit manager or supervisor, or other management designee. Patient care needs will always be considered when schedules are amended.

After the twelve set schedule patterns are filled on the Med-Surg Division, the remaining least senior Nurses will be utilized in completing and complimenting the staffing in that department. Shifts and days of work may vary for such Nurses, but the Hospital will provide them with two scheduled weekends off in a four week rotation. Additional weekends in a four week rotation may be scheduled with the Nurse's permission. The Hospital will make every effort in scheduling shift changes in such a manner that the Nurse is able to rest sufficiently when changing from day to night or night to day schedules.

When a Nurse's schedule requires some rotation from day to night or night to day, that Nurse will be given first refusal for any available shift that would make it possible for the Nurse to work all days or all nights on a temporary basis. Examples of such opportunities would include, but are not limited to, filling in the shifts of regular Nurses on vacation, leaves, etc. Opportunities for such temporary shift changes will be offered by seniority to the Nurses who work rotating shifts.

Prime Time: For the prime time months of June 1st through September 1st, each department manager will post a non-binding prime time chart on March 1st. The chart will remain posted until May 1st. After May 1st, the manager and staff will meet to discuss the anticipated ET use as identified by the chart. Based on this anticipatory chart, the Hospital will make every attempt to provide for the necessary coverage to allow Nurses their time off by filling in with Bargaining Unit Nurses first, and non-Bargaining Unit Nurses next. If Bargaining Unit Nurses are unable to commit to filling in the necessary time as posted on the chart, the Hospital may hire temporary Nurses at its discretion. In no way does this clause exempt the Hospital from offering unexpected overtime to

Bargaining Unit Nurses first. Nurses will continue, even during prime time, to be granted time off as per the language in Article XXIV.

This language on recruitment and retention in no way changes the manner in which Nurses are required to seek their own replacement for unexpected scheduled changes, as found in Article XIII, Sec. 5 (b) #1.

ARTICLE XIV

MANAGEMENT FUNCTIONS

All of the functions of management including, but not limited to, the right to manage the Hospital and to direct and control the hiring, disciplining, terminating and the direction of the Nursing force in accordance with its judgment, are reserved to the Hospital subject only to the terms and conditions of this Agreement.

Such rights, powers, authority and functions include the right to establish and administer policies and procedures related to patient care, research, education, staffing, training, operations, services and maintenance, and other matters affecting the functioning of the Hospital; the full and exclusive control, management, and operation of the Hospital's facilities; the determination of the scope of its activities, programs, and services; the location of the facilities to be used; the materials, equipment, technique, and methods to be utilized; and the right to establish, change, combine, or eliminate jobs and positions.

ARTICLE XV

LEAVES OF ABSENCE

Section 1. Registered Nurses who have passed their probationary period may be granted an unpaid leave of absence for the reasons, and in accordance with the conditions and stipulations cited in this article. Except in the event of unforeseen and/or emergent circumstances, Nurses shall be required to complete a form, provided by Human Resources, at least one week before taking a leave of absence for any reason setting forth the details of their anticipated leave, including, but not limited to, the reason(s) for the leave, the anticipated duration of the leave, and an indication of whether the Nurse intends to use his/her earned time during the leave.

Section 2. Leave of Absence Forms. All requests of an unpaid leave of absence must be submitted in writing to the Director of Nursing by the Registered Nurse on the Hospital form provided for this purpose. All information called for on the form must be completed.

Section 3. Association Leave. Association Leave without pay shall be requested by the Nurse and the Association at least thirty (30) calendar days in advance in writing (shorter notice can be agreed to by the parties). Association leave is defined as a leave of no more than thirty (30) days for the purpose of performing services directly on behalf of the Association. In approving requests for such leave, the Hospital shall take into consideration staffing availability and coverage needs for the Nurse's position. The foregoing notwithstanding, such requests for Association leave shall not be unreasonably denied.

For any length of Association Leave, the Nurse shall not be required to use her/his earned time. If a Nurse chooses to use her/his earned time during a short term Association Leave, seniority will accrue and benefits will continue during the time of the leave. However, it is understood that, if the short term leave commences on the first or last day of the month, the Nurse may be required to pay the full monthly premium of her/his health benefits. If a Nurse chooses not to use her/his earned time during short term Association leave, all accruals (excluding seniority) will remain frozen until the Nurse returns from the leave. A Nurse taking a short term Association Leave is guaranteed to return to the same position he/she occupied prior to commencement of the leave. No more than three (3) short term Association Leaves will be granted per year for the entire Bargaining Unit. Only one (1) Nurse may be on short term Association Leave at any given time, unless mutually agreed upon by both parties.

Section 4. Medical/Life Insurance Coverage. Registered Nurses who desire to continue their Medical/Life Insurance, or Long-Term Disability coverage during a leave of absence may do so by paying each month's required premiums. Such arrangements should be made through the Personnel Office prior to the start of the leave.

If payment is not received on the agreed date, the Registered Nurse's membership will be canceled.

Section 5. Benefit Accrual. Registered Nurses shall retain all previously accrued benefits and seniority at the start of a leave of absence. Upon return from a leave as provided herein the Nurse will resume accruing applicable wages, benefits and seniority. No seniority or fringe benefits shall accrue during any leave granted under this article.

Section 6. Extension of Leave of Absence. Registered Nurses have the responsibility to contact their Director of Nurses prior to the expiration date of leave of absence. Nurses who fail to return to active employment or who request an extension and do not receive such extension on or before the anticipated date of return are subject to termination. No extension may exceed the time off which was originally granted except with the written approval of the administrator in consultation with the Director of Nurses.

Section 7. Use of Earned Time. Whenever a leave of absence is granted, Registered Nurses have the option to take all earned time for which she/he is eligible prior to the start of the leave.

Section 8(a). Termination of Leave of Absence. Upon termination of leave of absence and subject to the foregoing provisions, the Registered Nurse shall be reinstated to her/his former classification, department and shift.

Section 8(b). Any Registered Nurse who, while on leave of absence accepts employment elsewhere shall be deemed to have terminated her/his employment as of that date except on education leave, ambulance corps, or expressly authorized by the Director of Nurses. Leave of absence obtained by false statements will be a cause for discharge.

Section 9. Pregnancy. Whenever a Nurse becomes pregnant she may continue to work provided her physician certifies that she is able to continue working. Such certification may be requested at any time by the Hospital. A Nurse will be granted leave, upon request and subject to

the Director of Nurses approval, for up to three (3) months following the birth of the baby. Return from leave requires the written approval of the Nurse's physician.

Section 10. Personal Illness. An unpaid leave of absence may be granted to Nurses up to three (3) months upon recommendation of the Nurse's personal physician, for personal illness, subject to the Director of Nurses approval. The leave may be extended upon certification of the Nurse's personal physician at the discretion of the Administrator in consultation with the Director of Nurses. The Nurse may use earned time for all or part of leave without pay.

Section 11. Personal Leave of Absence. An unpaid leave of absence for up to sixty (60) days for reasons other than above may be granted to Nurses with more than nine (9) months of service for good cause and subject to the approval of the Director of Nurses. The leave may be extended up to an additional thirty (30) days at the discretion of the Administrator in consultation with the Director of Nursing.

Section 12. Adoption Leave. A Nurse will be granted, upon request, up to 3 months leave after the adoption of a child subject to the Director of Nurses' approval. The Nurse adopting a child may use accrued earned time or have the remainder of the leave as an unpaid leave of absence.

Section 13. Occupational Accident. A Nurse who is absent because of an occupational accident, covered by the Worker's Compensation Law, which occurred at the Hospital, will be eligible for an unpaid leave of absence, until approved in writing, for return to work by the attending or impartial physician. Occupational accident leaves shall be granted by the Director of Nursing for a period of time not exceeding one year. The leave may be extended by the Administrator in consultation with the Director of Nursing.

Section 14. Military Leave. Nurses who leave employment to enter an active duty military service, and subsequently return to work under the eligibility criteria established by statute, may have re-employment rights under Chapter 43 of U.S. Code, Title 38.

Section 15(a). Military Reserves. Nurses who are members of a Reserve Component, ordered to Annual Training may have up to two (2) weeks of excused absence per year to attend such training. The Hospital shall make up any difference between the military weekly base pay received by the Nurse and the Nurse's regular weekly wage, if such pay and allowance are less. The Nurses may request such payment by furnishing a military pay voucher for the pay and allowance received during the Annual Training. Employees who shall be absent for such service training shall notify the Hospital as much in advance as possible.

Section 15(b). Military Summer Training. Registered Nurses who are members of a military reserve organization of the Armed Services of the United States who are required to report for training shall be eligible for military leave.

Section 16. Education Leave. A Registered Nurse of one (1) or more years continuous service with the Hospital may be eligible for leave without pay for the purpose of further professional growth and development which will be of some value to the Hospital on the return of the Nurse. Said leave may be granted by the Director of Nursing up to twelve (12) months on written application.

Section 17. Paid Leaves of Absence. Jury duty is an authorized absence. Registered Nurses must notify the Director of Nurses as soon as possible when she/he is selected for jury duty.

Registered Nurses who work on a regular schedule who have completed their probationary period and who are scheduled for jury duty on their normally scheduled work days are eligible to be paid the difference between their basic pay, excluding differentials and payments for jury duty. Payment is contingent upon presentation of a written statement as to the days and hours served and pay received.

Section 18. Bereavement Days. All Bargaining Unit Nurses are eligible for three (3) days of bereavement time at their usual base hourly rate including normal differentials to attend the funeral/ memorial services. Bereavement days will be provided for death in the immediate family which shall include: mother, father, stepmother, stepfather, siblings, stepsisters, stepbrothers, spouse, children (including stepchildren and foster children), grandchildren, step-grandchildren, grandparents, step-grandparents, brothers-in-law, sisters-in-law, father-in-law, mother-in-law, significant others, and life partners.

It is understood that, in our culture, bereavement time may be delayed and, upon providing as much advance notification to the Hospital as possible, used at some point after death of the Nurse's immediate family member when memorial/funeral services are delayed for various reasons beyond the Nurse's control.

Section 19. Reduced Hours. The Hospital agrees to make every reasonable effort to return a Nurse to work in her/his position as soon as possible following an injury or other medical/surgical event, provided that the Nurse has his/her physician's written permission to do so. A Nurse may remain in a reduced hourly position until such time that the Nurse's physician returns him/her to a full schedule or the reduced schedule is no longer viable for the Hospital.

ARTICLE XVI

GRIEVANCE PROCEDURE

Purpose. The purpose of this Article is to establish a procedure for the settlement of grievances. The parties recommend that grievances be discussed and resolved between the Nurse and the Nurse's supervisor/clinical manager prior to using the grievance procedure. If a grievance is not resolved in this informal manner, the procedure in the following Grievance Procedure may be initiated.

Section 1. A grievance shall be defined as a dispute or complaint by a Bargaining Unit Registered Nurse or the Association arising out of this agreement between the parties here to as to the interpretation or application of any provision of this Agreement.

Section 2. The term "Day" shall be defined as a calendar day excluding Saturdays, Sundays, and holidays named in this Agreement.

Section 3. A Grievance Committee of three (3) Registered Nurses employed by the Hospital shall be selected by the Association. If employment of any member of said Committee shall terminate or if any member is a grievant, or if such a member shall be granted and accept a leave of absence, the Hospital will be notified of the designated replacement.

Section 4. Time Limits. If the grievance is not submitted in writing to Millinocket Regional Hospital within the time limits set forth in this Article, or if the grievance is not submitted to the next following level of the procedure set forth in this Article within the time limits provided herein, then in either case the grievance shall be waived.

Section 5. Extension of Time Limits. By mutual agreement in writing, the parties may extend the time limits in any of the levels listed in this Article. Particular consideration shall be given to Nurses on vacation. Failure of Millinocket Regional Hospital to respond within the applicable time limits set forth in this Article shall constitute a denial of the grievance.

Level 1. Within 15 days after the occurrence of such a grievance the aggrieved Nurse or the Association shall reduce the grievance to writing indicating date of grievance, pertinent facts, and the Article of the contract allegedly violated: sign the grievance and submit it to the Nurse's supervisor/clinical manager. A meeting will be held between the Nurse, his/her steward, if requested by the Nurse, and his/her supervisor/clinical manager for the purpose of resolving the grievance. The supervisor/clinical manager shall submit a written answer to the grievant and the Association within five (5) days after receipt of the written grievance.

If the grievance is not settled, the grievant may within ten (10) days after the answer is due in Level 1 present the grievance in writing at Level 2.

Level 2. The aggrieved Nurse or the Association shall present the grievance to the Director of Nursing. The parties which shall include the Director of Nursing or her/his designee, the supervisor/clinical manager, the grievant and/or representative of the Association and steward shall meet within ten (10) days of the written presentation at Level 2 for the purpose of resolving the grievance. The Director of Nursing shall respond in writing to the grievant within ten (10) days of the presentation at Level 2.

If the grievance is not settled the grievant may within ten (10) days after the answer is due in Level 2, present the grievance in writing at Level 3.

Level 3. A meeting will be held between the Grievance Committee and a representative of the Association, the grievant and/or steward, and the Administrator of the Hospital or his/her designee, and the Director of Nursing. If the matter is not settled within five (5) days at the beginning of Step 3, the Association has the option of proceeding to arbitration as provided herein.

ARTICLE XVII

ARBITRATION

In the event the dispute shall not have been satisfactorily settled within twenty (20) days, exclusive of Saturday, Sunday, and holidays, after failure of Step 3 above, upon application by the

Association, each grievance shall be referred to an arbitrator selected under the procedures of the American Arbitration Association. The parties agree that the only remedy for the breach of this collective bargaining agreement by the Hospital, except as specifically otherwise provided, is through the instant grievance and arbitration provisions, and that the decision of the arbitrator is final and binding on all parties. The expenses of the arbitrator shall be shared equally between the Association and the Hospital. Each party shall make arrangements for and pay the expenses of witnesses which are called by them. No individual Nurse shall have the right to invoke this arbitration procedure. The powers of the arbitrator are listed as follows:

1. The arbitrator shall have no power to add or subtract or modify any of the terms of this Agreement or any supplementary agreement.

2. Upon express written consent of the Association and the Hospital, two or more separate grievances may be taken before the same arbitrator in a single proceeding.

3. All claims for back wages shall be limited to the amount of wages that the Registered Nurse otherwise would have earned less any unemployment compensation or compensation for personal services that she/he may have received or could with reasonable effort have received in a position commensurate with her/his experience and education from any source during the period in question.

ARTICLE XVIII

NO STRIKE–NO LOCK-OUTS

The Hospital agrees that so long as this Agreement is in effect there shall be no lock-outs. The Association, its officers, agents, representatives, delegates, and members, directly or indirectly, agree that there shall be no strikes, picketing, sympathy strikes, sit-downs, stoppage of work, boycotts, unfair labor practice strikes, mass sick days, or any similar interference with the operation of the Hospital. In the event there is a breach of the foregoing provisions, the Hospital need not resort to the grievance and arbitration provisions of the Agreement, but may pursue any legal remedy. Furthermore, if there is any violation of the foregoing provisions, the Hospital can take disciplinary action, including discharge.

ARTICLE XIX

DURATION, SEPARABILITY, COMPLETE AGREEMENT

Section 1. Duration. This Agreement shall become effective June 1, 2008 and shall continue in full force and effect until midnight on May 31, 2012.

This agreement shall be self-renewing thereafter, for yearly periods unless notice of intention to terminate or modify this Agreement is given in writing by either party to the other not less than 90 days, nor more than 120 days prior to the expiration date.

There will be a mid-term reopener to negotiate 403b rates for the remainder of the contract agreement.

Section 2. Complete Agreement. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Should any part hereof or any provision therein contained be rendered or declared illegal by reason of an existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal to the court of administrative decrees or decisions.

In the event that any part or portion of this Agreement is finally declared illegal, the parties shall enter into immediate collective bargaining negotiation, upon request of either party, for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

Nothing contained in this Agreement shall be construed so as to require the Hospital, the Association, or any employee, to violate any applicable law.

No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Hospital and Association.

Section 3. Successors. This Agreement will bind the parties and the successors and assigns of Millinocket Regional Hospital, Millinocket, Maine.

ARTICLE XX

ADDITIONAL BENEFITS

The following benefits presently enjoyed by the Nurses at Millinocket Regional Hospital will be maintained during the term of this contract:

1. Operating Room Nurses to continue to receive Hospital supplied uniforms.

2. Operating Room Nurses will continue to receive nursing shoes on a regular basis.

3. The Hospital will accept hospitalization insurance payments as full payment, for hospitalization for all Nurses up to the number of days allowed on each contract if semi-private accommodations are used.

4a. Outpatient Services. Nurses and their dependents who are covered by health insurance shall be entitled to an annual allowance of Three Hundred Dollars ($300.00) per family in outpatient services (studies and/or treatment) at MRH, with regard to any such MRH charges. Any balance over $300.00 in a calendar year will be reduced by MRH by Fifty Percent (50%). If a Nurse and/or her dependents are not covered by health insurance, then the $300.00 allowance and the 50% discount described above will be calculated for that Nurse as if the Nurse and/or her dependents were insured under the MRH health insurance plan (that is, with "imputed" insurance payments used to calculate the amount of the allowance and discount).

In order to promote good health habits and encourage Nurses in practicing preventive health, the Hospital agrees to pay: for an annual physical examination by a Millinocket Regional Hospital employed primary care provider. One set of swimming lessons per child in the Nurse's family. Any financial cost associated with test or procedures ordered during the exam will be the responsibility of the Nurse. The $300.00 annual allowance may be used at the Nurse's discretion, toward such costs.

4b. Inpatient Services. A Nurse who is covered by health insurance shall be entitled to have the Hospital write off any charges for in-patient services that the Nurse has received at MRH that are in excess of what has been paid to MRH by the insurance carrier. If a Nurse is not covered by health insurance, then this "write off" entitlement will be calculated for that Nurse as if the Nurse was insured under the MRH health insurance plan (that is, with "imputed" insurance payments used to calculate the amount of the "write off" and with the Nurse therefore paying MRH that amount that the insurance carrier would have paid had she been insured).

5. Each member of the Bargaining Unit shall receive a free meal, chamber bucks, or a pen light on her/his birthday.

6. The Hospital will provide, at no cost, an identification badge for each Nurse.

7. The Hospital will furnish an employee entrance key to each Nurse.

8. The Hospital agrees to maintain its current tax sheltered annuity plan via payroll deduction and to provide the same percentage contribution to Registered Nurses as provided to other hospital personnel.

The current 403(b) Plan (Fidelity) shall be maintained as the basic retirement account of the Bargaining Unit. Under this plan, Nurses shall have complete freedom of choice as to which funds within the Plan their contribution shall be placed. A Nurse shall be eligible to contribute to the 403(b) Plan immediately upon the date of hire provided that such Nurse shall complete such forms as are necessary to reflect the Nurse's election to contribute to the 403(b) Plan.

The Hospital shall continue as a matching contribution to the 403(b) Plan on behalf of each Nurse who is contributing to the Plan, an amount equal to fifty percent (50%) of the Nurse's contributions, provided that the matching contribution for any pay period shall not exceed three percent (3%) of the Nurse's pay for that pay period. For each Plan Year of the 403(b) Plan starting with the Plan Year beginning June 1, 2008 and ending May 31, 2012, the Hospital shall contribute as base contribution to the 403(b) plan on behalf of each Nurse who has attained age 21 as of the last day of the Plan Year, who is credited with at least 416 hours of service during the Plan Year,

and who is employed on the last day of the Plan Year, an amount equal to one percent (1%) of the Nurses' pay (gross wages) for that Plan Year.

Any contributions made by a Nurse to the 403(b) Plan for a pay period shall be deposited to the Nurse's 403(b) Plan account along with the Hospital's matching contribution as soon after the pay period as is administratively practicable. For each Plan Year, the Hospital's base contribution for a Nurse shall be deposited to the Nurses' 403(b) Plan account in accordance with the requirements of the law. Any amount that a Nurse contributes to the Nurses' 403(b) Plan account for a pay period shall be reported to the Nurse's pay stub for that pay period. All contributions to the Nurse's 403(b) Plan account shall be reported on a statement prepared by the plan provider and made available to the Nurse by the plan provider on a quarterly basis.

The Hospital's matching contribution rate and its base contribution for Nurses who participate in the 403(b) Plan shall not be less than that for other Hospital employees who participate in the plan.

If the contribution payment to the Nurses' 403(b) Plan is made later than August 1 in any year in which contributions are made, then the Hospital shall pay 10% interest per annum to the Nurse.

Changes in the Hospital's matching and base contributions to the Nurses' 403(b) Plan accounts shall be an appropriate subject at future negotiations for successor collective bargaining agreements.

The Hospital shall continue to schedule meetings on a not less than semi-annually basis to educate Nurses with respect to the investment of their 403(b) accounts and with respect to the manner in which the 403(b) Plan is designed to operate. The Association shall name at least two of the speakers annually. The Association is agreeable to having all Hospital employees present at these meetings as they would not constitute a collective bargaining session. Costs incurred for speakers shall be paid by the Hospital, within reason, and the Hospital shall provide the facility space for these meetings.

Refer to cash out provision on Article XXIV, Section 4.

10. The Hospital agrees to continue participating in the Social Security Program.

11. For each full-time Nurse the Hospital will pay fifty percent (50%) of the Health Insurance to include family coverage if desired.

12. The Hospital shall continue with payroll deduction with the Karabdin Federal Credit Union when requested.

13. The Hospital agrees to continue to provide long term disability insurance to full time and effective 6/1/99 to provide it to part-time Bargaining Unit Nurses.

14. The Hospital agrees to continue its professional liability coverage for all Nurses, to protect Nurse's activities during the course of her/his employment with the Hospital.

15. Local Unit Officers shall have the use of the Hospital copying machine at 0.10 cents a copy.

16. Effective 6/1/99 Nurses may choose to participate in the Hospital's Dental Plan at the same cost as the other MRH employees.

17. Per Diem Nurses will be eligible to participate in the Hospital's dental plan on the same basis as Regular Part Time Nurses.

18. The Side Letter dated April 15, 2003 will not be extended except to grandfather in J.L. Davis, RN until such time as she ceases to work as specified in the Side Agreement.

ARTICLE XXI

CONSCIENTIOUS OBJECTION

If a Nurse has a conscientious objection to a particular procedure, or a sensitive personal relationship to the patient, due to deeply held convictions, she may state her/his objections to her/his supervisor/clinical manager and such objection will be given consideration in assignment of duties. If a Nurse becomes involved in such a situation, the obligation to provide the best possible care will be observed.

ARTICLE XXII

PERFORMANCE EVALUATIONS

Section 1. Evaluation Dates. A performance evaluation shall be conducted:

1. Before the end of the Nurse's 90 day probationary period.

2. At least once per year on a date deemed appropriate by the Hospital. Except for reasons contemplated by Number 3 below, the Hospital agrees that no Nurse shall be evaluated more than once per calendar year.

3. As necessary as determined by the Nurse's supervisor in order to counsel an employee about an identified problem with performance. Prior to such counseling evaluation, the Nurse's supervisor shall specifically notify the Nurse in writing that he/she has a right to have a union steward present during such an evaluation. The Nurse shall sign to acknowledge that this notice has been provided. A copy of same shall be forwarded to the Chief Steward. The notice will contain information from MSNA/CNA/NNOC describing the rights to a steward and its importance.

Section 2. Evaluation Discussion. The performance evaluation shall be a subject for discussion between the Nurse and her/his supervisor/clinical manager. Space is provided on the performance evaluation form where the Nurse can make her/his own comments with regard to the content of the evaluation. Both the Nurse and the supervisor/clinical manager shall sign the

performance evaluation and the Nurse shall receive a copy. Signature by the Nurse will imply knowledge of the evaluation but not necessarily agreement with the evaluation.

ARTICLE XXIII

GENERAL PROVISIONS

Section 1. Due Notice to Nurses. Millinocket Regional Hospital notification to a Nurse shall be deemed due and sufficient for the purpose of this Agreement if the notification is made personally or by Registered or Certified mail or telegram delivered to the Nurse's last known address as shown on the Nurse's personnel record maintained by Millinocket Regional Hospital.

Section 2. Personnel Records. In the presence of a member of the Personnel Department, a Nurse may inspect her/his personnel file by appointment with the Personnel Director or a designee during normal Department hours. Letters of reference shall be excluded from this inspection. Once each calendar year, a Nurse may also obtain a copy of his/her personnel file upon request to the Personnel Direction, free of charge, excluding letters of reference, and the Nurse may also obtain, free of charge, any documents that are added to the file thereafter.

Section 3. Personnel Policies. The Hospital retains the right to promulgate and to enforce reasonable written rules, regulations, and policies not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the Hospital and after notice to and, if requested, review of such changes with the Association the new written rules and/or policies may be put into effect. It is recognized that the Association reserves the right to question the reasonableness of such policies, rules, or regulations when promulgated through the grievance and arbitration procedure herein; but the effectuation of such written Hospital policies, rules, and regulations shall not be stayed pending final disposition through the grievance or arbitration procedure. At the request of either party, grievances on changes in written rules, regulations, and policies will be expedited and processed directly to arbitration provisions in this Agreement without going through the steps of the regular grievance procedure.

Section 4. Bulletin Board. The Hospital agrees to provide two glass-covered, lockable bulletin boards for the Association's exclusive use, to post official Association materials. All postings will be signed by an Association officer or steward. The Hospital shall retain a key, in addition to the Association's key, and reserves the right to remove any materials that it reasonably determines to be offensive or libelous. The Hospital shall make available to the Association duplicate copies of any job postings that pertain for Bargaining Unit positions and the Association may choose to post these on its bulletin boards. The bulletin boards shall be located at mutually agreed sites and shall not be in any major public traffic areas. The Association shall not post on any other Hospital property. The Association agrees to indemnify and hold the Hospital harmless against any costs or liability arising from any suits or claims brought as a result of Association postings.

Section 5. Meeting Space. The Hospital will grant reasonable requests from the Association for meeting space at mutually agreeable times for conducting meetings as expressly provided for under this Agreement in connection with grievance, arbitration procedures and Nurse's Committee.

Section 6(a). Health and Safety: Working Conditions. The Hospital will provide safe and healthful working conditions for all Nurses, which conditions shall comply with the standards in Federal, State and Local labor laws. Upon request Nurses shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Association shall work with the Hospital to prevent/reduce work related accidents and upon request shall be provided with copies of statistical reports concerning work related accidents in which Bargaining Unit Nurses are involved.

Section 6(b). Physical Examinations. In the event the Nurse has reason to believe she/he has been exposed to a work situation which may have been injurious to her/his health, she/he shall promptly report the situation to her/his supervisor/clinical manager and the employee health physician by means of the employee incident report system. The cost of all diagnostic examination and tests conducted by or ordered by the employee health physician will be paid by the Hospital.

Section 7. Parking. Millinocket Regional Hospital will continue its present policy of providing free parking in close proximity to the Hospital. Further, the Hospital agrees to designate three (3) parking slots near the ER Entrance for 3-11 Nurses.

Section 8. Non-Nursing Duties. The parties agree that the elimination of non-nursing duties from the assignments of the Registered Professional Nurses is desirable where practical within the Hospital setting. The Hospital agrees to meet with representatives of the Union, upon request, to attempt in good faith to resolve any issues on this subject as they may arise. The Hospital agrees that RN job descriptions will not be changed to include non-nursing duties not currently performed by the Nurses.

Section 9. Ambulance Transfer Team. In the event that the Hospital decides to create an Ambulance Transport Team, it shall negotiate with the Association concerning the terms and conditions of employment on this team. No Nurse shall be involuntarily required to serve on such a team.

Section 10. Supervising/Evaluating Bargaining Unit Nurses. Nurses will only be supervised and evaluated by licensed Registered Nurses, working as Nurse managers or supervisors at MRH. Nurses shall not be supervised or evaluated by doctors, physicians' assistants, non-registered Nurses, or by Registered Nurses who are employed by Quorum, with the exception of the CNO, or by any employer other than the Hospital.

Section 11. UAPs. The Hospital will not utilize Unlicensed Assistive Personnel (UAPs) to perform work that has previously been performed exclusively or predominantly by Nurses without first negotiating with the Association.

ARTICLE XXIV

EARNED TIME

Section 1. Purpose. Earned Time shall provide paid time off for Nurses to use as they may desire in accordance with this article. Earned Time supersedes and is in lieu of vacation, holidays, and sick time.

Section 2. Eligibility. All regular full-time and regular part-time and per diem Nurses shall accrue Earned Time based on their Bargaining Unit seniority and in accordance with paragraph C of this section. Nurses shall be eligible to take Earned Time after successfully completing their probationary period of employment.

Section 3. Accrual Formula. Earned Time is accrued on the basis of hours paid (See Appendix B). The formula rate for accruing Earned Time is based upon length of service from last date of hire at the Hospital. The formula rates shall change upon the Nurse's applicable anniversary date.

When a Nurse is working at double time, at management's discretion, Earned Time may be accrued at straight time rates.

Section 4. Accumulation.

a. Unused Earned Time accrued in one year may be carried forward into succeeding years up to a maximum of 660 hours. Upon termination of employment a maximum of 560 hours can be cashed out. However, employees will also be allowed to accrue up to 300 additional hours of Earned Time above the 660 hours, provided that such additional Earned Time beyond 660 hours will be converted into individual "Sick Bank" hours for the employee, which can only be used after the employee has used two consecutive weeks of regular Earned Time for illness (prorated for part-time employees). Such Sick Bank hours cannot be cashed out under Section (b) below and are forfeited upon termination of employment.

b. Cash-out. During the Nurses anniversary year the Nurse may request to "cash-out" some of his/her accrued earned-time. To do so the Nurse must notify MRH in writing, using the designated form, not less than 15 days prior to when the Nurse desires the cash-out. The value of any ET hours cashed out in this manner shall be determined by the Nurse's current hourly wage rate. The amount that may be cashed out cannot be greater than the number of ET hours accrued by the Nurse during the employment anniversary year minus the number of ET hours (accrued or accumulated) used by the Nurse during that year. Nurses who wish to expand their right to "cash out" earned time for a deposit to their TSA must follow new policy as it is developed by MRH's CFO. MRH will monitor the law regarding constructive receipt of income, and reserves the right to adjust this policy in the event that IRS code changes.

Cash-out as described above, shall be allowed under any of the following circumstances, to be specified in the Nurse's written request for cash-out:

1. Education expenses for the Nurse or her/his immediate family
2. Medical expenses for the Nurse or her/his immediate family
3. Purchase of an automobile by the Nurse or a member of her/his household.

4. Purchase of a home by the Nurse or a member of her/his immediate family
5. Funeral related expenses
6. Personal hardship

Earned Time accumulated from prior years may not be paid out in the cash equivalent except upon termination from employment, but is available to be taken as Earned Time off in any employment year, subject to the provisions of Section 7. For purposes of computing Earned Time cash equivalent, the Nurse's then current hourly rate shall be used as the wage rate to be multiplied by the number of unused Earned Time hours accrued to determine cash equivalent.

c. Check stubs. A statement of available ET will be included on the Nurse's check stub each pay period.

Section 5. Payment of Earned Time. For determining the hourly rate, shift differential will be added to the Nurse's hourly rate if the Nurse is permanently assigned to a shift for which a differential is paid. When the Nurse is taking five (5) or more days of Earned Time and wishes to be paid no later than the last day of work prior to taking such Earned Time, the Nurse will give the Hospital at least ten (10) days prior notice. Upon the death of the employee, any accrued Earned Time shall be paid out in the cash value to the Nurse's spouse or appointed beneficiary, in accordance with the probate laws of the State of Maine.

The maximum pay out upon termination or death shall not exceed 560 hours. Nurses approaching 660 hours may request earned time off. If the request cannot be approved because of staffing or other reasons the Nurse may take the time off at a later date as soon as reasonably possible and as approved by the Hospital, provided the original request was timely and made in the usual manner.

Section 6. Uses of Earned Time. After completion of the probationary period a Nurse may use accumulated Earned Time. Earned Time may be used as soon as it is accrued, but there shall be no advances against Earned Time.

Absent unusual circumstances, full-time Nurses must use at least one hundred and four (104) hours of Earned Time off per year (to be prorated for regular part-time Nurses) for rest and relaxation. Earned Time may also be used by a Nurse affected by a permanent layoff.

Nurses working a regular 36 hour weekly schedule may elect to use either 36 or 40 hours of Earned Time while on vacation or during a short-term illness.

Section 7. Scheduling and Approval. When a Nurse is not able to report for work as scheduled for reasons of sickness or injury, she/he will give the Hospital as much advance notice as possible. Such notice should be given to the supervisor/clinical manager on call. Whenever possible, the Nurse will provide eight (8) hours notice to the Hospital when she/he is not able to report to work as scheduled due to sickness or injury, but in any event recognizes a special obligation to abide by the following notice times:

7 a.m. - 3 p.m.	Day Shift	No later than 6 a.m.

7 a.m. - 7 p.m.	No later than 6 a.m.
3 p.m. - 11 p.m.	Evening Shift No later than 11 a.m.
7 p.m. - 7 a.m.	No later than 3 p.m.
11 p.m. - 7 a.m.	Night Shift No later than 6 p.m.

Except in the cases of emergencies and personal or family illness, Earned Time may only be taken upon prior written request and approval in accordance with this section. A Nurse wishing to take time off shall request the Director of Nursing, in writing, to schedule Earned Time off by giving at least fourteen (14) days prior notice to the posting of the working schedule. The Director of Nursing will respond in writing to the Nurse requesting time off within seven (7) days.

Insofar as possible, the Hospital will schedule time off in accordance with the Nurse's request. If there is any conflict which cannot be resolved by the parties involved, then preference will be determined by Bargaining Unit seniority.

Absent extenuating circumstances, requests for time off must be submitted no more than three (3) months in advance of the dates requested.

Section 8. Transition to Earned Time.

a. Vacation and Holiday Time. On the execution of this Agreement, a Nurse's accrued but unused vacation plus holiday time, if any, will be converted to the Nurse's Earned Time account.

Section 9. Sick Leave. All accrued but unused sick leave time will be placed in an extended illness or personal illness plan for each Nurse having such accrued leave. The extended illness plan will not accrue any additional hours and is considered to be a transitional device from the sickness insurance to Earned Time. The accumulated but unused days in the extended illness plan may be used in the event of an extended illness, personal illness, injury, or other disability during that employment anniversary year provided such days while incapacitated are the Nurse's regularly scheduled work days. Available Earned Time must be used for the first day of such absent. The hours in the extended illness plan cannot be converted to Earned Time hours and cannot be paid out in cash equivalent or as Earned Time upon termination of employment.

ARTICLE XXV

WAGES

Section 1. Wage Scale. A Nurse's regular compensation is stated in Appendix A of this Agreement. The increases shall be effective in the first pay period of June of each year.

Nurses who are newly hired into the Bargaining Unit will be placed on the wage scale with full recognition given to prior direct clinical acute care relative to the unit into which they will be hired.

New Nurses without direct clinical experience will be placed in the wage scale in accordance with their experience as determined by the Director of Nursing.

A Nurse who is started at a rate higher than the start rate would advance to the next steps of the wage scale at the time interval set forth between the remaining steps on the wage scale.

A Nurse who has maintained her/his employment at the Hospital outside the Bargaining Unit may be returned to the Bargaining Unit at the salary step the Nurse had previously achieved in accordance with the provisions of Article IX.

A Nurse shall receive the step increase as scheduled on her/his appropriate anniversary date.

Section 2. On Call Pay.

a. Emergency Communication Equipment: Nurses on call shall be supplied with a beeper or some other appropriate emergency communications equipment.

b. On Call Pay. Nurses on-call shall be paid at the rate of $2.50 per hour.

All other "partial" on call times will be calculated as a proportion of hours of the next largest shift in which the period falls.

Each time they are called back to the Hospital from on-call status, they shall continue to be paid their on-call pay plus their regular rate of pay at time and one-half for all time worked.

A minimum of two (2) hours will be paid at time and one-half for each call in.

Section 3. Unexpected Call-Ins. All full time or regular part-time employees who are called in to work for either all or part or their regular shift on the day when they are scheduled off will be guaranteed one hour pay from the time of the call at straight time plus differential if applicable, to report to work if the employee agrees to respond as soon as possible.

Section 4. Shift Differential. All regular full-time, part-time and per diem Nurses are eligible to receive a shift differential as follows:

$1.65 cents per hour evening shift

$3.25 per hour night shift

Persons extending a shift for less than one hour will not be eligible for the shift differential on that shift.

Nurses who voluntarily move from a posted scheduled night shift to the day shift at the request of management will not lose the differential they would have received had they worked their scheduled night shift.

Section 5. Weekend Differential. All regular full-time, regular part-time, and per diem Nurses are eligible to receive a weekend differential of $1.65 per hour.

Section 6. Holiday Differential. All regular full-time, regular part-time, per diem and probationary Nurses will receive a differential of $3.00 per hour on the four recognized holidays of Christmas, New Year's, Fourth of July, and Thanksgiving. This differential is in addition to any other applicable differential.

Section 7. Float Pay. When a Nurse is floated the Nurse will receive $2.60/hr differential.

ARTICLE XXVI

INSURANCE

Section 1. Life Insurance. Nurses who work 16 hours per week including and up to 40 hours per week shall be covered with $20,000.00 of life insurance. Life insurance coverage for full time Nurses (40 hours) shall be $40,000.00 paid by the Hospital.

Section 2. Health Insurance. For each regular full-time Nurse the Hospital shall pay 50% of premium for individual and/or family major medical coverage. After completion of the probationary period, the Hospital shall pay 25% of the premium for individual and or family major medical coverage for part-time Nurses (16 hours and above per week).

The Hospital shall have the right to change health insurance carriers after notice and discussion with the Association, provided that the insurance coverage and premium amounts are no worse for the Nurses than would have been the case had the Hospital remained with the current carrier.

Section 3. Long Term Disability Insurance / Dental Insurance. Both shall take effect on June 1, 1999, notwithstanding prior tentative agreement.

ARTICLE XXVII

PATIENT NEEDS STAFFING

Section 1. Patient Needs Staffing. The Hospital will continue to have a staffing system based on a patient classification system that involves an assessment of every patient's needs in conformance with state licensing requirements.

The staffing system is a method by which nursing management determines RN staffing requirements for each patient and unit and shift, as appropriate, giving appropriate consideration to the physical observation and assessment of each patient by the RN who is responsible for the patient, in collaboration with the shift supervisor.

The system will continue to be used in all areas in which it is appropriate. For patient care areas such as outpatient surgery, equivalent or appropriate systems for assessing staffing needs will be maintained. In the event that scheduled RN staffing is insufficient to meet the specific staffing called for by the staffing system, the Hospital will attempt by reasonable means to provide additional personnel. If persistent shortages exist, the Hospital will take necessary steps to ensure safe patient care.

The staffing system with full information summarizing or explaining the system will be located on the MRH intranet and a copy will be provided to the Professional Practice Committee upon request.

Section 2. Patient Classification System.

a. The patient classification system used by the Hospital for determining nursing care needs of individual patients shall:

-reflect the assessment of patient requirements made by the direct care RN; and
-provide for shift-by-shift staffing based on those requirements.

b. The system shall include, but not be limited to, the following elements:

-individual patient care requirements, including the nursing process;
-the patient care delivery system;
-generally accepted standards of nursing practice; and
-the unique nature of the Hospital's patient population.

c. The responsibility for review of the reliability and validity of the patient classification system, and for recommending any modifications or adjustments necessary to assure accuracy in measuring patient care needs will be the function of the Professional Practice Committee. The review referred to in this Subsection 2c should be performed each calendar year. The Hospital will make its best efforts to implement, within thirty (30) days, recommendations by the PPC that are approved by Management.

d. During the regular meetings of the PPC, the Hospital and Association members of the PPC may discuss proposed changes to the staffing system that will have the effect of reducing the number of Nurses covered by this Agreement.

e. Differences of opinion regarding the patient classification system and/or its operation that arise during the discussion mentioned in Subsection 2d of this Article shall be handled under the following provisions:

i. The PPC shall refer the issue to the CNO and provide the following written information to the CNO:

--a detailed description of the facts which have resulted in the difference of opinion;

–the provisions of this Article that are relevant; and
–the proposed remedy or solution.

ii. Provided that the written referral is in compliance with the above, the CNO shall respond to the PPC within thirty (30) days of receiving written notice of the difference of opinion.

iii. Disputes concerning the response rendered by the CNO may be referred by members of the PPC to a Special Review Panel comprised of one (1) representative chosen by the Hospital, one (1) representative chosen by the Association and a neutral third party selected by the other two (2) members of the Panel. The parties will make a good faith effort to find a neutral third party who is experienced in the healthcare industry. The Special Review Panel may submit a written non-binding advisory opinion to the CNO.

f. The CNO's Final Decision shall not be subject to the grievance and/or arbitration procedure set forth in this Agreement.

ARTICLE XXVIII

STANDARDS OF COMPETENT PERFORMANCE

The parties recognize that, under the Maine State Board of Nursing's licensure rules and as a matter of law under Maine's Nurse Practice Act, a Registered Nurse shall be considered to be competent when she/he consistently demonstrates the ability to transfer scientific knowledge from a social, biological and physical sciences in applying the nursing process as follows:

Formulates a nursing diagnosis through observation of the patient's physical condition and behavior, and through interpretation of information obtained from the patient and others, including the health team;

Formulates a care plan, in collaboration with the patient, which ensures that direct and indirect nursing care services provide for the patient's safety, comfort, hygiene, and protection, and for disease prevention and restorative measures;

Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the patient and family, and teaches the patient and family how to care for the patient's health needs;

Assigns or delegates tasks to other care givers based on the legal scope of practice of those care givers and on the preparation and capacity needed in the tasks to be assigned or delegated, and provides clinical supervision of those care givers;

Evaluates the effectiveness of the care plan through observation of the patient's physical condition and behavior, signs and symptoms of illness, and reactions to treatment through communication with the patient and health team members, and modifies the plan as needed; and

Acts as the patient's advocate, as circumstances require, by giving the patient the opportunity to make informed decisions about health care before it is provided.

Nothing in this Article shall be subject to discipline or the grievance and/or arbitration procedure set forth in this Agreement.

ARTICLE XXVIIII

TECHNOLOGY

The Hospital and the Association recognize that the use of technology must promote patient safety by allowing Registered Nurses to exercise their clinical judgment in assessing, evaluating, and treating patients, and the ability to act as patient advocates. Accordingly, the goals of technology in the patient care setting should be to enhance nursing skills, promote patient confidentiality, and further the implementation of the nursing process.

The Hospital agrees that it will continue to seek input from Nurses regarding new technology that may affect the delivery of patient care and will continue to provide appropriate training and education regarding such technology. The Hospital further agrees that it will make reasonable efforts to avoid the implementation of any new equipment, technology, or procedure that does not conform to these principles.

MILLINOCKET REGIONAL HOSPITAL

By_____
Ronald Brown, President
Board of Trustees

By_____
Sherry Campbell, RN
CNO

By_____
Marie Vienneau
President/Chief Executive Officer

MAINE STATE NURSES ASSOCIATION/CNA/NNOC

By_____
Rose Ann DeMoro
Executive Director, CNA/NNOC

By_____
Ona McAvoy, RN
President Local 10-82

By_____
Cecile Martin, RN, BS, CEN
Vice-President Local 10-82

By_____
Rachel Manzo, RN
Negotiating Team

By_____
Barbara Lambarida, RN
Labor Representative

APPENDIX A

Appendix to the Agreement by and between the Millinocket Regional Hospital and the Maine State Nurses Association/CNA/NNOC Local 10-82. Effective June 1 of each year, the following pay scales are in effect.

		Year 1	Year 2	Year 3	Year 4
Start	18.49	20.34	21.05	21.79	22.55
1	18.99	20.89	21.62	22.38	23.16
2	19.29	21.22	21.96	22.73	23.53
3	19.6	21.56	22.31	23.10	23.90
4	19.92	21.91	22.68	23.47	24.29
5	20.65	22.72	23.51	24.33	25.18
6	21.54	23.69	24.52	25.38	26.27
7	22.43	24.67	25.54	26.43	27.36
8	22.79	25.07	25.95	26.85	27.79
9	23.15	25.47	26.36	27.28	28.23
10	24.25	26.68	27.61	28.57	29.58
12	25.04	28.79	27.73	28.70	29.71
15	25.73	27.53	28.49	29.49	30.52
18	26.49	28.34	29.34	30.36	31.43
20	27.02	28.91	29.92	30.97	32.05
22	27.67	29.61	30.64	31.72	32.83
25	28.33	30.31	31.37	32.47	33.61
30	29.18	31.22	32.32	33.45	34.62

APPENDIX B

EARNED TIME

YEARS OF SERVICE	ACCRUAL RATE	DAY EQUIV.
1 - 5	0.1096	
6 - 8	0.1327	
9-11	0.1385	
12-14	0.1500	
15-17	0.1615	
18-20	0.1673	
21-23	0.1731	
24 +	0.1788	

APPENDIX C

All regular full-time, part-time and per-diem RNs who agree to work an "unexpected shift" with 24 hours per notice shall be paid double time including all applicable differentials on the shift worked. The Nurse must have worked or used or be scheduled to work eight (8) hours in that week before being eligible for double time. Double time will apply only when coverage is initiated by the nursing office in order to cover a sick call, an unexpected leave or an unexpected change in patient census or acuity.

The double time policy will not apply to individual swaps between staff (unless the Nurse was already approved for double time), on call time (for instance OR), or routine vacation coverage. The double time policy may be applied in other circumstances only by the Chief Nursing Officer or his/her designee.

The intent of this policy is to encourage in-house, qualified staff to work shifts, thus ensuring continuity and quality of care to all patients.

Labor and Management will meet near the beginning of this time frame to mutually establish indicators for monitoring the success of this program. The program will be reviewed at the end of the six-month period. The hospital makes no guarantee at this time that the program will be continued, due to the extreme cost of this policy. Future use of this policy is exclusively within the Hospital's discretion.

APPENDIX D

RECRUITMENT AND RETENTION SCHEDULE FOR MED/SURG

	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1		D	D	D						D	D	D							D	D	D	D			D	D		
2			D	D	D							D	D	D	D					D	D	D	D	D				
3		D	D	D						D	D	D							D	D	D	D			D	D		
4	D	D					D	D	D	D						D	D	D								D	D	D
5					D	D	D	D					D	D	D	D	D						D	D	D			
6	D					D	D	D	D		D					D	D	D						D			D	D
7	D			D	D				D				D	D	D			D	D				D				D	D
8					N	N					N	N								N	N	N		N				
9		N	N	N								N	N	N	N				N	N			N	N	N			
10	N	N	N						N	N	N					N	N				N	N	N					N
11						N	N	N	N	N						N	N	N								N	N	N
12					N	N	N	N					N	N	N			N	N						N	N	N	

INDEX:

Comment [CNA2]: UPDATED

MRH Counter #4 to MSNA Economic Proposal
August 17, 2017

MRH proposes on an all-or-nothing basis:

1. Four year contract effective date of ratification.

2. Training: Pay $2 an hour for training new nurses, precepting nursing students, and training new graduate nurses as requested by hospital.

3. Holidays: Add 2 additional recognized holidays to Article XXV section 6.

4. Individual liability insurance: Hospital agrees to provide Individual Liability Insurance for up to 4 nurses, to be selected by the Association, if needed to perform work duties or work training.

5. 0% ATB per year plus freeze steps for first two years only plus suspend Article XXVI, section 2 (hospital pays 50% of health insurance premium) to allow for parity with non-BU employees via side letter agreement extending from date of ratification through duration of 4 year contract only.

6. Hospital agrees to forego claims for past insurance overpayments under contract, Article XXVI, section 2 (hospital pays 50% of health insurance premium).

7. Attendance: agree to most recent extra-contractual policy proposed by Jason, but write in clear language on policy: "In case of conflict between contract and policy, contract shall control."

8. All TA'ed provisions accepted; all others withdrawn.

9. Both sides to use best efforts to achieve ratification.

Exhibit 14

From: Todd Ricker <TRicker@NationalNursesUnited.Org>
Sent: Monday, August 6, 2018 4:48 PM
To: Allan Muir <amuir@pierceatwood.com>
Subject: Proposal

*****This message originated outside your organization*****

Dear Allan-

We appreciate the employer's offer to come back to the bargaining table. But after considering this offer and discussing it at length with the membership and bargaining team, we have decided to offer you the following. Please let us know how the employer would like to respond, when you can.

MSNA/NNOC/NNU is willing to agree to the contract terms presented in the Employer's last, best, and final offer of October 4, 2017, subject to the following conditions: (a) the four year term of the Agreement shall begin on May 31, 2017, the date of expiration of the previous Agreement, and expire on May 31, 2020; and (b) the terms of the new Agreement are ratified by a majority the membership of the Union. The Union commits to promote ratification of the Agreement to its bargaining unit members. Please let me know if these terms are acceptable. Thank you.

Todd

Todd Ricker
Labor Representative
MSNA/NNOC/NNU
207-347-0126
@MeNursesUnion

Exhibit 15

From: Todd Ricker
Sent: Monday, August 06, 2018 6:08 PM
To: 'Allan Muir'
Subject: RE: Proposal

Sorry, I guess that would be 3 years. We were thinking 3 ("4" was a typo). If that makes a difference to the employer, let me know. I'll consult with my team.

And yes, we would expect the steps to stop October, 2017 and then resume two years later.

Not sure what you mean by "adjusting the grid." Wouldn't it just stay the same and people would begin advancing again 2 years from October 4, 2017?

Thanks for getting back to me.

From: Allan Muir [mailto:amuir@pierceatwood.com]
Sent: Monday, August 06, 2018 5:35 PM
To: Todd Ricker
Subject: RE: Proposal

And the last best called for a two year step freeze which started in October of 2017, so I guess that part would run for two years from then with the contract running for 4 years from May 31, 2017. Just want to be clear before I call client.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

A few points. You mean 4 years from May 31, 2017, which would take us to May 31, 2021, not 2020, right?

The meat of the last best was offered on August 17, 2017. So, it would basically be that plus one TA from October 4 plus the staffing (MRH counter #3 to MSNA #9) that we implemented as part of our last best.

Plus any housekeeping that is not controversial as an aside.

So, as a practical matter, we'd have a step freeze for two years from May 31, 2017 (meaning we are 14 months into it) and then steps return on May 31, 2019 for two years, and we'd have to adjust the grid to essentially show the clock stopping on steps for 2 years and then picking up where we left off.

Assuming this just clarifies what you mean, I'll send this to the client and get back to you.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

Exhibit 16

Financial Improvement Plan (FIP) FY2019
Recommended Action Items
Employee Town Hall Meetings
Wednesday, September 12th, 2018

Benefits

- Spousal coverage on health plan will be eliminated – effective 1/1/2019
- Number of covered categories will be reduced from 4 (EE, ES, EC, EF) to 2 (EE, EC) effective 1/1/19
- Employee's portion of premium will increase to 17% - effective 1/1/2019 (see attached premiums)
- An increase in deducible will be added to the health plan for non-MRH services – effective 11/1/19:
  - Single Deducible $2000 to $2500
  - Family Deducible $4000 to $5000
  - Single out-of-pocket max - $4500 to $5000
  - Family-out of-pocket max $9000 to 10,000
  - Eliminate coverage for Specialty Drugs
  - Employee Free Care for MRH services will be reduced to $300.00 per year (no change in other parameters)
- An Early Retirement program will be offered to employees 65 and older – effective 9/12/2018:
  - Severance @$1000 per year of service; capped at $30K (Full-timers)
  - Severance @ $500 per year of service; capped at $15K (Part-timers)
  - Limited time & # of participants– First 5 individuals
    - Must declare within 10 days
    - Must exit within 30 days
- PTO accrual will be eliminated for all As Need employees (non-union) – effective 10/1/2018
- Stop accruing on OT (union) – effective ASAP
- Stop accruing on cash-outs (union) – effective ASAP
- Eliminate ET accrual for Per Diem (union) – effective ASAP
- PTO Cash-Outs will be eliminated (non-union) – effective 9/1/2018
  - Honor requests already submitted
  - No new requests will be accepted effective immediately
  - No roll overs to 403(b) Accounts.
- Start Employer Match to 403(b) accounts on Year 2 of employment (non-union) effective 10/1/18, effective ASAP for union.
- The employer 1% annual contribution to the 403(b) plan has been eliminated. Consider reinstating after 2 years with operating margin of 1% or greater - effective immediately

Exhibit 17

- Union Negotiations – back to the table with new package (including items listed above) effective 10/1/18

Staffing

- Staffing standards will be implemented in all areas by VP's based on department volume and need – effective 11/1/2018
- Cost savings reductions will be identified and implemented by each VP in his/her area of responsibility

Programs

- Diabetes – Move to RHC
- Inpatient – Staff for 10 beds
- Endocrinology – Reduce visits from 1 trip/month to 1 trip every other month – effective 10/1/18
- Walk-In Center – Reduce hours to coincide with visit peaks – effective 10/1/18
- Employee Pharmacy – Self-Insurance Cost Reduction – effective 10/1/18

Shared Services

- MRH/PVH collaboration -purpose sharing services & margining operations in these areas:
  - Orthopedic Surgery
  - Orthopedic PA (1day/month)
  - HIM Director
  - Others to be determined

NOTE: MSNA Local 1082 – Please refer to your bargaining union contract

Exhibit 17 (p.2)

Lisa Arsenault

From: Lisa Arsenault
Sent: Wednesday, September 19, 2018 2:18 PM
To: All MRH Employees
Subject: MRH Offers Early Retirement program

Good Afternoon,

As you may know, MRH is offering an Early Retirement program. Here is the criteria:

Round 1 –

- Employees must be 65 years of age
- Severance @ $1,000.00 per year of service for full time employees, capped at $30,000.00
- Severance @ $500.00 per year of service for part time employees, capped at $15,000.00
- Limited time and # of employees – First 5 individuals will have 30 days from date of signing agreement to exit.
- **Agreement must be signed no later than Friday, September 21st.**

MRH has one available opening left – if you meet the criteria above and are interested in learning more about this program, please contact HR ASAP. Thank you.

Lisa A. Arsenault
Vice President
Human Resources/Ancillary Services/Compliance
Millinocket Regional Hospital
200 Somerset Street
Millinocket, ME. 04462
(207) 723-7263

Exhibit 18

From: Lisa Arsenault [mailto:larsenault@mrhme.org]
Sent: Friday, March 08, 2019 10:36 AM
To: Todd Ricker
Cc: Allan Muir; Mary Tatro; Carolyn Bouchard
Subject: FW: Message from "1stflrcolor"

Dear Todd,

Attached you will find a copy of the Early Retirement incentive that was offered to the entire workforce but only to 5 interested employees. In other words, the first 5 interested employees who qualified , got the package. One RN retired through this program - Christine Jandreau, RN.

Also attached in Mr. Peterson's action items from the Town Hall Meetings. Everything on this document was implemented accept where noted.

If you have any questions please contact me. Thanks.

Lisa A. Arsenault
Vice President
Human Resources/Ancillary Services/Compliance Millinocket Regional Hospital
200 Somerset Street
Millinocket, ME. 04462
(207) 723-7263

Exhibit 19

Financial Improvement Plan (FIP) FY2019
Recommended Action Items
Employee Town Hall Meetings
Wednesday, September 12th, 2018

Benefits

- Spousal coverage on health plan will be eliminated – effective 1/1/2019
- Number of covered categories will be reduced from 4 (EE, ES, EC, EF) to 2 (EE, EC) effective 1/1/19
- Employee's portion of premium will increase to 17% - effective 1/1/2019 (see attached premiums)
- An increase in deducible will be added to the health plan for non-MRH services – effective 11/1/19:
  - Single Deducible $2000 to $2500
  - Family Deducible $4000 to $5000
  - Single out-of-pocket max - $4500 to $5000
  - Family-out of-pocket max $9000 to 10,000
  - Eliminate coverage for Specialty Drugs
  - Employee Free Care for MRH services will be reduced to $300.00 per year (no change in other parameters)
- An Early Retirement program will be offered to employees 65 and older – effective 9/12/2018:
  - Severance @$1000 per year of service; capped at $30K (Full-timers)
  - Severance @ $500 per year of service; capped at $15K (Part-timers)
  - Limited time & # of participants– First 5 individuals
    - Must declare within 10 days
    - Must exit within 30 days
- PTO accrual will be eliminated for all As Need employees (non-union) – effective 10/1/2018
- Stop accruing on OT (union) – effective ASAP - NOT Implemented
- Stop accruing on cash-outs (union) – effective ASAP NOT Implemented
- Eliminate ET accrual for Per Diem (union) – effective ASAP NOT Implemented
- PTO Cash-Outs will be eliminated (non-union) – effective 9/1/2018
  - Honor requests already submitted
  - No new requests will be accepted effective immediately
  - No roll overs to 403(b) Accounts
- Start Employer Match to 403(b) accounts on Year 2 of employment (non-union) effective 10/1/18, effective ASAP for union. NOT For union
- The employer 1% annual contribution to the 403(b) plan has been eliminated. Consider reinstating after 2 years with operating margin of 1% or greater - effective immediately

Exhibit 19 (p.2)

From: Todd Ricker <TRicker@NationalNursesUnited.Org>
Sent: Monday, September 24, 2018 4:38 PM
To: Allan Muir <amuir@pierceatwood.com>
Cc: 'moniquem_babineau@hotmail.com' <moniquem_babineau@hotmail.com>; 'Sue lundstrom' <suelund_58@hotmail.com>; 'Dyana Gallant' <gallantdl2@yahoo.com>; Bob Peterson <bpeterson@mrhme.org>
Subject: Employer's "Financial Improvement Plan"

*****This message originated outside your organization*****

Allan-

MRH CEO Bob Peterson recently announced a "Financial Improvement Plan" for FY 2019.

It appears the intent of Mr. Peterson's announcement (at least the way it was understood by MRH employees) was to communicate that these changes were being implemented by the employer, whether the employees agreed to them or not.

Among the "recommended" items in the document he presented were changes to several conditions of employment that are currently enjoyed by bargaining unit employees.

I'm sure it's not a surprise to you that MSNA accepts none of these changes, whether protected by contract of past practice.

I'll be away for the next couple of weeks. Please let any questions that I can answer for you after my return on 10/8.

Todd

Todd Ricker
Labor Representative
MSNA/NNOC/NNU
207-347-0126
@MeNursesUnion

Exhibit 20

Allan Muir

From:	Allan Muir
Sent:	Wednesday, October 3, 2018 3:59 PM
To:	'Todd Ricker'
Cc:	'moniquem_babineau@hotmail.com'; 'Sue lundstrom'; 'Dyana Gallant'; Lisa Arsenault (larsenault@mrhme.org); Mary Tatro
Subject:	RE: Employer's "Financial Improvement Plan"

Todd, sorry for the delay in getting back to you. These are tough and challenging times and we need to think very carefully about the next steps that we all must take.

We have two issues pending. One relates to your below email that speaks to Bob's proposed FIP for FY 2019. At the top of page 2 of Bob's FIP memo, he recites that "union negotiations – back to the table with new package (including items listed above) effective 10/1/18." So, to be clear, he did not say that he was going to unilaterally implement these changes. Rather, he noted quite properly that we could take up these proposals at the table.

Of course, we already missed his goal date of October 1. So, the first order of business is to offer to you the opportunity to bargain over the proposals in Bob's memo to the extent that they might affect terms and conditions of employment. Please let me know if you want to do so and, if so, what dates work.

Issue two relates to extending the contract. Your proposal on this is at the bottom of this email. We do have some ideas on how to reach an agreement while remaining mindful of the trying financial times in which we find ourselves. These suggestions would also be taken up when we meet at the table.

In terms of timing, what do you have during the weeks of October 15, 22, and 29? I'm assuming the week of October 8 will be too soon after your vacation, but we could meet that week if you want.

In sum, let me know if you are interested in bargaining over these changes and over a contract extension and, if so, what dates would work. Thanks.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

Exhibit 21

From: Allan Muir [mailto:amuir@pierceatwood.com]
Sent: Friday, October 12, 2018 12:35 PM
To: Lisa Arsenault; Todd Ricker
Cc: Mary Tatro
Subject: RE: Employee Program changes

Todd, as I mentioned to you in my email of October 3, 2018, these are indeed tough and challenging times and much has changed since we last met at the table.

If you want to meet at the table to bargain over the below changes or others proposed by Bob or over others that may lead to a contract extension, please let me know. Next week I could do Thursday or Friday. And please copy me on all emails that pertain to these changes so I can remain up to date on discussions. Thanks.

Exhibit 22

From: Todd Ricker <TRicker@NationalNursesUnited.Org>
Sent: Wednesday, October 17, 2018 7:50 PM
To: Allan Muir <amuir@pierceatwood.com>
Cc: Monique Babineau <moniquem_babineau@hotmail.com>; Dyana Gallant <dgallant@mrhme.org>; 'Sue lundstrom' <suelund_58@hotmail.com>
Subject: Cease and desist

*****This message originated outside your organization*****

Allan-

You are aware of the following:

- Millinocket Regional Hospital (MRH) made a "last, best, and final" offer to the union during contract bargaining last year;
- MRH declared impasse in these negotiations on October 4, 2017;
- The union subsequently made an offer to accept MRH's final offer
- MRH's CEO recently made specific, concessionary demands against bargaining unit employees at a staff meeting in which bargaining unit employees were in attendance.

This is clearly regressive bargaining and bad faith on behalf of the employer.

The union demands that the employer cease and desist from this activity, respond to the union's offer to accept the employer's "last, best and final" offer and that MRH's CEO retract his previously stated concessionary demands.

Please let me know if you have any questions.

Todd

Exhibit 23

From: Allan Muir
Sent: Thursday, October 18, 2018 4:19 PM
To: 'Todd Ricker' <TRicker@NationalNursesUnited.Org>
Cc: Monique Babineau <moniquem_babineau@hotmail.com>; Dyana Gallant <dgallant@mrhme.org>; 'Sue lundstrom' <suelund_58@hotmail.com>; Lisa Arsenault (larsenault@mrhme.org) <larsenault@mrhme.org>
Subject: RE: Cease and desist

Todd, our position on this is clearly spelled out in my emails to you of October 3, 2018 and October 12, 2018. I suggested that I'd like to wrap up the open contract at the table and I also asked if you wanted to bargain over the changes that Bob has suggested need to be made. In my first email I suggested that the weeks of 10/15, 10/22, and 10/29 would work for me. If you do want to bargain, get me some dates or at least let me know that you want to meet to bargain.

For the record, the union did not make an offer to accept MRH's final offer from August 17, 2017 as again offered on October 4, 2017. You did send me an email proposal on August 6, 2018, that accepted the offer subject to some "conditions," but it did not accept our final offer. Also, a year passed from when we first made the offer to when you emailed to accept it subject to conditions and circumstances have changed since then.

Again, my response to you was that we should meet at the table to bargain over a conclusion to the open contract and, if you want, to bargain over the newer changes that appear to be of concern to you.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1355

Exhibit 24

From: Allan Muir [mailto:amuir@pierceatwood.com]
Sent: Monday, November 12, 2018 2:51 PM
To: Todd Ricker
Cc: Monique Babineau; Dyana Gallant; 'Sue lundstrom'; Lisa Arsenault (larsenault@mrhme.org)
Subject: RE: Cease and desist

Todd, I've asked three times whether you want to meet to bargain over completing a successor contract and over the recommended action items contained in the FIP dated September 12, 2018. See below. If I don't hear back from you within two weeks, or by November 26, 2018, I will assume that your answer is that you don't want to meet to bargain over the proposed action items or over completion of the still open contract. If I'm wrong I'd suggest a date before or after one of our Houlton dates. For example, December 7 would work.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

Exhibit 25

From: Todd Ricker <TRicker@NationalNursesUnited.Org>
Sent: Monday, November 12, 2018 2:56 PM
To: Allan Muir <amuir@pierceatwood.com>
Cc: Monique Babineau <moniquem_babineau@hotmail.com>; Dyana Gallant <dgallant@mrhme.org>; 'Sue lundstrom' <suelund_58@hotmail.com>; Lisa Arsenault (larsenault@mrhme.org) <larsenault@mrhme.org>
Subject: RE: Cease and desist

*****This message originated outside your organization*****

Allan-

At the risk of repeating myself, we don't bargain over "action items."

Our position is that the employer is engaged in illegal and regressive bargaining practices at this time.

The employer would be well advised to not unilaterally impose any changes to the CBA between the Parties or to any past practice.

Todd

Todd Ricker
Labor Representative
MSNA/NNOC/NNU
207-347-0125
@MeNursesUnion

Exhibit 26

Allan Muir

From:	Allan Muir
Sent:	Tuesday, November 13, 2018 3:24 PM
To:	'Todd Ricker'
Cc:	Monique Babineau; Dyana Gallant; 'Sue lundstrom'; Lisa Arsenault (larsenault@mrhme.org)
Subject:	RE: Cease and desist

Insofar as you had not responded to my invitations to bargain dated October 3, October 12, and October 18, 2018, you are certainly not repeating yourself when you say that you decline to bargain over "action items." But please understand that these are proposals that the hospital would like to effect and would prefer to bargain over. See FIP, top of page 2. And, to be clear, some proposals don't affect nurses (such as ones related to PTO), but others would affect nurses (such as no accruing ET on OT or cash-outs or for per diems) not to mention benefit changes and staffing (which the contract does not address).

I will remain on standby if you want to meet to bargain over these changes, or over the open contract, otherwise we will act in accordance with law and in the best interests of the hospital.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

Exhibit 27

From: Todd Ricker
Sent: Wednesday, November 14, 2018 10:43 AM
To: 'Allan Muir'
Cc: Monique Babineau; Dyana Gallant; 'Sue lundstrom'; Lisa Arsenault (larsenault@mrhme.org)
Subject: RE: Cease and desist

Allan-

Our position is clear: this is illegal behavior by the employer.

We maintain our demand that the employer cease and desist from any additional regressive bargaining behavior or the imposition of any unilateral changes to bargaining unit conditions.

Todd

Todd Ricker
Labor Representative
MSNA/NNOC/NNU
207-347-0126
@MeNursesUnion

Exhibit 28

PIERCE ATWOOD LLP

ALLAN M. MUIR

Merrill's Wharf
254 Commercial Street
Portland, ME 04101

P 207.791.1365
F 207.791.1350
amuir@pierceatwood.com
pierceatwood.com

Admitted in: ME

November 20, 2018

Todd Ricker
MSNA/NNOC/NNU
Labor Representative
23 Water Street
Suite 301
Bangor, ME 04401

Re: MSNA/Millinocket Regional Hospital

Dear Todd:

As you know, Millinocket Regional Hospital (MRH) is experiencing considerable financial stress caused by reductions in census and revenue that are well below projections. These are trends that are not sustainable and that have worsened since we reached impasse and stopped bargaining over a successor contract in October of 2017.

Non-union employees have already undergone reductions in pay and/or hours while MSNA nurses have experienced significant call-offs and reduced scheduling. These and other cost saving measures were announced by CEO Bob Peterson on or about September 12, 2018 at various Town Hall meetings at which he circulated a Financial Improvement Plan (FIP) with recommended action items.

I should add that he made it clear, and the FIP itself makes clear, that changes to benefits enjoyed by nurses would not be unilaterally implemented, but would instead be the subject of bargaining, which he expected to take place by October of 2018.

Once again, I'm writing to invite you and your team to meet with management in an effort to explore ways to reduce cost to the hospital as fairly and evenly as possible. We invite the MSNA to join us in pursuing solutions. It may be that, at the table, we will agree to alternative cost saving measures. It may be that we will agree that there exist other strategies that would achieve necessary savings without impacting benefits and wages, while at the same time enabling the Hospital to continue serving the needs of the community. Indeed, it is the purpose of bargaining to work collaboratively toward ends that are in the interests of the union and of MRH and, most importantly, of the community.

If you are willing to meet to bargain over these issues, I can have my team available any time you suggest.

Exhibit 29

However, if you decline this invitation to bargain or if we don't have a date to bargain within 45 days of today, MRH will implement the following measures on January 1, 2019:

1. ET plan: implement changes to ET plan as set forth in recommended action items bullets 7-9 of FIP (stop accruing ET on OT, cash-outs, and for per-diems). See Article XXIV.
2. Eliminate option to cash out ET by depositing funds in 403(b) account. See Article XXIV section 4(b).
3. Delay employer match to 403(b) accounts to year two of employment as set forth in recommended action items bullet 11 of FIP. See Article XX section 8.
4. Overtime: payable only on hours in excess of 40 per week in accordance with federal law.
5. Staffing: MRH will attempt in good faith to staff the hospital with 5 RNs including the supervisor.
6. Open shifts: MRH may offer open shifts to non-bargaining unit nurses (casual nurses) before offering to bargaining unit nurses if OT would result.

I look forward to hearing from you.

Sincerely,

Allan M. Muir

AMM/mgn

cc: Bob Peterson
Lisa Arsensault
Mary Tatro

{W6978652-1}

Exhibit 29 (p. 2)

From: Allan Muir <amuir@pierceatwood.com>
Date: January 8, 2019 at 12:54:51 PM EST
To: Todd Ricker <TRicker@NationalNursesUnited.Org>
Cc: David Willhoite <DWillhoite@CalNurses.Org>
Subject: RE: LBFO of 10/4/17

Ok, thanks. That is fine and let's each get this ratified. To be clear, we are talking about MRH counter #4 to MSNA Economic Proposal that I offered on August 17, 2017 and identified as our last best and final on October 4, 2017.

PS. Perhaps we can get those SLAs that we identified included in the contract. I have a list of them here somewhere. I did not put the SLAs in my LBFO so we'd do this only if you think it makes sense.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

From: Todd Ricker <TRicker@NationalNursesUnited.Org>
Sent: Thursday, December 20, 2018 2:30 PM
To: Allan Muir <amuir@pierceatwood.com>
Cc: David Willhoite <DWillhoite@CalNurses.Org>
Subject: LBFO of 10/4/17

*****This message originated outside your organization*****

Allan-

Please be advised that MSNA accepts MRH's "last, best and final offer" of October 4, 2017, without any conditions.

Todd

Todd Ricker
Labor Representative
MSNA/NNOC/NNU
207-347-0126
@MeNursesUnion

Exhibit 30

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

From: Allan Muir
Sent: Thursday, May 16, 2019 2:34 PM
To: 'Todd Ricker' <TRicker@NationalNursesUnited.Org>
Subject: RE: MRH

I think it has to be 4 years from ratification, which is the offer you accepted.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

From: Todd Ricker <TRicker@NationalNursesUnited.Org>
Sent: Thursday, May 16, 2019 10:58 AM
To: Allan Muir <amuir@pierceatwood.com>
Subject: RE: MRH

*****This message originated outside your organization*****

Yeah, I'm not sure what 6/20 means, either.

It is true that the employer imposed on 10/4.

Maybe that should be the date.

From: Allan Muir [mailto:amuir@pierceatwood.com]
Sent: Wednesday, May 15, 2019 2:30 PM
To: Todd Ricker <TRicker@NationalNursesUnited.Org>
Subject: RE: MRH

It runs 4 years from date of ratification, which I think we agreed was December 20, 2018. It may have been after that date, but it certainly was not before. Depends on how we define "ratification" – could be your email or my response to it.

I think 10/4/17 was the date of the last best, but its terms called for a 4 year contract from ratification. I'm not sure what your June 20 date refers to.

Allan M. Muir
PIERCE ATWOOD LLP PH 207.791.1365

Exhibit 31

From: Todd Ricker <TRicker@NationalNursesUnited.Org>
Sent: Wednesday, May 15, 2019 1:51 PM
To: Allan Muir <amuir@pierceatwood.com>
Subject: MRH

*****This message originated outside your organization*****

Hi Allan-

I have 10/4/17 as the beginning date of the CBA and 6/20/21 as the end date. Do you agree with that or not?

Todd

Todd Ricker
Labor Representative
MSNA/NNOC/NNU
207-347-0126
@MeNursesUnion

Exhibit 31 (p.2)

Lisa Arsenault

From: Carolyn Bouchard
Sent: Monday, February 18, 2019 3:01 PM
To: Lisa Arsenault
Subject: FW: REMINDER - INFORMATIONAL MEETINGS - HEALTH INSURANCE OPTIONS FOR SPOUSES WHO WILL BE LOSING COVERAGE ON 1/1/19

Carolyn Bouchard
HR Specialist
Millinocket Regional Hospital
207-723-7275

From: Carolyn Bouchard
Sent: Monday, September 24, 2018 2:24 PM
To: All MRH Employees <mrhusers@mrhme.org>
Subject: REMINDER - INFORMATIONAL MEETINGS - HEALTH INSURANCE OPTIONS FOR SPOUSES WHO WILL BE LOSING COVERAGE ON 1/1/19

As previously announced, effective January 1, 2019, the Millinocket Regional Hospital Medical Plan will no longer cover employee spouses.

Jay Pearl, a Medicare Expert from Financial Benefit Services Corporation, Veronica Mower from Emerald Insurance Services and Mary Brooks from Acadia Benefits will be holding informational meetings in the Multipurpose Room on **Friday, September, 28, 2018** to assist those employees and their spouses who will be affected by this change.

Meeting times:

10:00 a.m. – FOR SPOUSES WHO ARE MEDICARE ELIGIBLE
11:00 a.m. – FOR NON-MEDICARE ELIGIBLE SPOUSES

1:00 p.m. – FOR SPOUSES WHO ARE MEDICARE ELIGIBLE
2:00 p.m. – FOR NON-MEDICARE ELIGIBLE SPOUSES

Carolyn Bouchard
HR Specialist
Millinocket Regional Hospital
207-723-7275

Exhibit 32

From: Lisa Arsenault
Sent: Thursday, March 1, 2018 3:42 PM
To: All MRH Employees
Subject: The Working Spouse Rule - A new revision to the MRH Health Plan effective May 1st, 2018

Good afternoon,

Please read the attached revision to the MRH Health Plan.

This notification serves as a 60 day notice of the revision to all MRH employees and their spouses who are currently enrolled in the MRH Health Plan.

Please contact HR if you have any questions. Thank you.

Exhibit 33

March 1, 2018

To All Eligible and Active Employees:

Effective May 1st, 2018, the Millinocket Regional Hospital Health and Welfare Benefit Plan (the "MRH Health Plan") is hereby amended to incorporate the following provisions. This change is necessary to better manage rising health plan costs and the overall sustainability of the Hospital.

The Working Spouse Rule

If an employee's spouse is working or retired and the employee's spouse's employer offers group health coverage to its employees or retirees, an employee cannot cover his or her Spouse as a Dependent under the MRH Plan.

If the employee's spouse's employer offers a group health plan, the spouse must enroll himself/herself in the group health plan. If the spouse fails to satisfy this Rule by enrolling in coverage with his/her employer, then the spouse's coverage under the MRH Plan will be retroactively cancelled. The employee will be responsible for reimbursing the MRH Plan for claims paid.

Spouses who must wait to enroll during an open or special enrollment period of the other group plan may continue their coverage under the MRH Plan until they are able to enroll in the other group plan at the time of an open or special enrollment period.

If an employee enrolls a spouse in the MRH Plan then the employee will be required to complete certain forms to establish whether the spouse is employed and if so whether the spouse is enrolled in his/her employer's group health plan.

Working Spouse Affidavit

ALL PLAN PARTICIPANTS WITH A SPOUSE COVERED ON THE PLAN MUST COMPLETE A WORKING SPOUSE AFFIDAVIT AND TURN IT INTO THE HUMAN RESOURCES OFFICE BY: FRIDAY, APRIL 27TH

Exhibit 33 (p. 2)

- Regarding the medical plan 2013 through 2014 (Aetna). There were no changes.

- In 2015 moved to Harvard Pilgrim and removed the PPO option.

- Reduced the out of pocket max of the HMO 1500.

- Increased the deductible for the HSA option.

- Increased the copays for the HSA option.

- Reduced the coinsurance for the HMO 1500, also reduced the coinsurance for the PPO 3000.

- In 2016 moved to Anthem.

- Increased the out of pocket max of the HMO Maine Lean 2000.

- Increased the deductible for the HMO Maine Lean 2000. Also Combined In/Out* deductible for the GHSA390 3000 plan.

- Reduced the copays for the HMO plans.

- Increased the coinsurance of the HOM Maine Lean 2000. Also Decreased the coinsurance of the GHSA390 3000 plan.

- In 2017 moved to Patient Advocates

- Moved to one plan with cost share waved at Millinocket.

Exhibit 34

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1

MILLINOCKET REGIONAL HOSPITAL

And

MAINE STATE NURSES ASSOCIATION/ NATIONAL NURSES ORGANIZING COMMITTEE (MSNA/CN1A/NNOC) LOCAL 1082

Cases 01-CA-233166
01-CA-234864
01-CA-237386

AFFIDAVIT OF SERVICE OF JOINT MOTION AND STIPULATION OF FACTS

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **January 13, 2020,** I served the above-entitled document(s) by email upon the following persons, addressed to them at the following addresses:

Allan M. Muir, Esq.
Pierce Atwood LLP
Merrill's Wharf
254 Commercial St
Portland, ME 04101-4664
Email: amuir@pierceatwood.com

David Willhoite, Legal Counsel
Maine State Nurses Association/National Nurses Organizing Committee (MSNA/CN1A/NNOC) Local 1082
155 Grand Avenue
Oakland, CA 94612
Email: dwillhoite@calnurses.org

January 13, 2020
Date

Elizabeth C. Person, Designated Agent of NLRB
Name

Elizabeth C. Person
Signature