

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JEANNE DENNIS, RENEE
PELECHOWICZ, AND JILL MOSHER,

Plaintiffs,

vs.

ANNA JQUES HOSPITAL,

Defendant.

Civil Action No. _____

NOTICE OF REMOVAL
(FEDERAL QUESTION AND DIVERSITY JURISDICTION)

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that Defendant Anna Jaques Hospital (“Anna Jaques”) hereby removes to this Court the state court action described below. Removal is based on (1) federal question jurisdiction in that Plaintiffs’ claims are preempted under Section 301 of the Labor Management Relations Act (the “LMRA”) because their claims are intertwined with the collective bargaining agreement that governs their employment; and (2) diversity jurisdiction. More specifically, Anna Jaques states as follows:

BACKGROUND

1. On October 17, 2018, plaintiffs Jeanne Dennis, Renee Pelechowicz, and Jill Mosher (collectively, “Plaintiffs”) filed the Complaint in the Commonwealth of Massachusetts Trial Court, Superior Court Department for Essex County (the “State Court Action”). The State Court Action was assigned Civil Action No. 1887CV01522A. A copy of the Complaint is attached as Exhibit A.

2. Defendant Anna Jaques was served with a copy of the Complaint on October 29,

2018.

3. According to the Complaint, each of the Plaintiffs is a resident of the state of New Hampshire, while Anna Jaques is located in Newburyport, Massachusetts. See Compl. at ¶¶ 3-6.

4. Although Plaintiffs nowhere mention it in their Complaint, Plaintiffs are members of a collective bargaining unit whose terms and conditions of employment are governed by a collective bargaining agreement (“CBA”) between Anna Jaques and the Massachusetts Nurses Association. A true and accurate copy of the CBA is attached hereto as Exhibit B.¹

STATUTORY REQUIREMENTS

5. Removal of this case is proper pursuant to 28 U.S.C. § 1441(a), which entitles a defendant to remove “any civil action brought in a State court of which the district courts of the United States have original jurisdiction.” This Court has original jurisdiction over this civil action pursuant to 28 U.S.C. § 1331 (federal question) and § 1332 (diversity jurisdiction).

6. The District Court for the District of Massachusetts is the district and division embracing the place where the State Court Action is pending. Venue is appropriate because Anna Jaques is located in Newburyport, Massachusetts, and a substantial part of the events or omissions giving rise to the claims occurred in Newburyport. See 28 U.S.C. § 1391(a)(1)-(2).

THIS COURT HAS FEDERAL QUESTION JURISDICTION UNDER SECTION 301 OF THE LABOR MANAGEMENT RELATIONS ACT

7. The Complaint is based on allegations that the Plaintiffs, who worked as nurses on the overnight shift in Anna Jaques’s psychiatric unit, “have not been paid for any so-called

¹ The CBA, on its face, is dated December 31, 2012 through December 31, 2014. However, the CBA includes a Memorandum of Agreement that extended the CBA through December 31, 2017 and another Memorandum of Agreement extending the CBA through December 31, 2020. Each Memorandum of Agreement extends the CBA, subject to the revisions and changes agreed upon during the round of collective bargaining that resulted in the Memorandums of Agreement. Exhibit B includes (at the end of the exhibit) the Memorandum of Agreement, dated January 12, 2015, that extended the CBA through December 31, 2017, which covers the majority of the time period covered by Plaintiffs’ claims. Anna Jaques is in the process of locating a signed version of the Memorandum of Agreement that extended the CBA through December 31, 2020 and will supplement Exhibit B shortly.

'30-minute meal breaks' that they worked through and were not relieved of their work-related duties within the three years preceding the filing of this complaint through approximately mid to late September 2018." Ex. A, Compl. ¶ 25. Plaintiffs assert the failure to pay them for this time constitutes a violation of the Massachusetts Wage Act, G.L. c. 149, § 148. *Id.* ¶ 27.

8. Plaintiffs seek to recover unpaid wages, treble damages, plus interest and their reasonable attorney's fees and expenses. *Id.* at ¶28.

9. While Anna Jaques disputes the allegations in the Complaint, the allegations nevertheless form the basis for removal analysis because jurisdiction is normally ascertained from the face of the state court complaint. *See Danca v. Private Health Care Sys., Inc.*, 185 F.3d 1, 8 (1st Cir. 1999). "Where a claim, though couched in the language of state law, implicates an area of federal law for which Congress intended a particularly powerful preemptive sweep, the cause is deemed federal no matter how pleaded." *Id.* "This exception to the well-pleaded complaint rule is called 'complete preemption.'" *Id.* at 9; *see also Cavallaro v. UMass Memorial Healthcare, Inc.*, 678 F.3d 1, 5-7 (1st Cir. 2012). Under the doctrine of complete preemption, "[i]f a federal cause of action completely pre-empts a state cause of action, any complaint that comes within the scope of the federal cause of action necessarily 'arises under' federal law." *Caterpillar, Inc. v. Williams*, 482 U.S. 386, 392 (1987), quoting *Franchise Tax Bd. of Cal. v. Constr. Laborers Vacation Trust for Southern Cal.*, 463 U.S. 1, 24 (1983). Thus, "any claim purportedly based on that pre-empted state law is considered, from its inception, a federal claim, and therefore arises under federal law." *Caterpillar*, 482 U.S. at 393.

10. Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185, possesses this preemptive force. *See Franchise Tax Bd.*, 463 U.S. at 23. Thus, "[i]f the resolution of a state-law claim depends upon the meaning of a collective-bargaining agreement, the application of state

law . . . is pre-empted.” *Lingle v. Norge Div. of Magic Chef, Inc.*, 486 U.S. 399, 405-06 (1988); *Haggins v. Verizon New England, Inc.*, 648 F.3d 50, 54-57 (1st Cir. 2011); *Filbotte v. Pennsylvania Truck Lines, Inc.*, 131 F.3d 21, 26 (1st Cir. 1997); *Cavallaro*, 678 F.3d at 7; *Arnstein v. MVM, Inc.*, No. 12-10666, 2012 WL 4863043, at *6 (D. Mass. Oct. 12, 2012). “Such preemption is intended to ensure uniform interpretation of CBAs throughout the nation.” *Arnstein*, 2012 WL 4863043, at *6.

11. The First Circuit has identified two ways in which a state law claim may “depend” on a collective bargaining agreement resulting in LMRA preemption. First, a state law claim is preempted if “it alleges conduct that arguably constitutes a breach of a duty that arises pursuant to a collective bargaining agreement.” *Haggins*, 648 F.3d at 55, quoting *Filbotte*, 131 F.3d at 26. Second, preemption applies if “its resolution arguably hinges upon an interpretation of the collective bargaining agreement.” *Id.* If either standard is met, the state law claim is preempted. *Id.*

12. The preemptive force of Section 301 of the LMRA extends not only to standard breach of contract claims, but also to other theories of recovery based on state laws. *See Cavallaro*, 678 F.3d at 7 (“we have continued to treat state statutory claims in the economic area as preempted where they were intertwined with the CBA.”), citing *Adames v. Exec. Airlines, Inc.*, 258 F.3d 7, 12-16 (1st Cir. 2001) (further citations omitted); *Arnstein*, 2012 WL 4863043, at *6. For example, in *Cavallaro*, the First Circuit held that state law wage claims for work performed during meal breaks, during training sessions, and before and after shifts, were preempted by Section 301. *Cavallaro*, 678 F.3d at 7. Similarly, in *Arnstein*, relying on *Cavallaro*, the Court held that plaintiffs’ state law claims for payments for work performed during meal breaks would require interpretation of several terms of their CBA, and thus were preempted by Section 301. *Arnstein*,

2012 WL 4863043, at *6.

13. To address Plaintiffs' claims, the Court must analyze and interpret the CBA, the duties and obligations of the parties under the CBA, as well as any practices or implied contractual provisions or obligations between the parties that have – or have not – expressly been incorporated into the CBA over time, thus bringing the Complaint under Section 301 of the LMRA.

14. The CBA contains detailed provisions governing payment of wages, meal periods, premium pay, shift differential pay, charge pay, as well as other procedures and requirements, relevant to this action, including but not limited to:

Article II Wages and Differentials

Section 1. Wages (and Appendix A)

The CBA includes a salary scale schedule setting forth different wages for different employees covered by the CBA based on their “category” and “step,” including a process for advancing steps.

Section 3. Shift Differential

A nurse working three (3) or more hours on the night shift, 11:00 p.m. to 7:30 a.m., including one who works from the evening shift into the night shift, will be paid seven dollars (\$7.00) per night shift hour in addition to the regular hourly pay.

Section 7. Charge Pay

A staff nurse who is in charge of a floor in the absence of a Director shall receive charge pay...

Article III Hours of Work

Section 1. Hours of Work

The regular work week shall be forty (40) hours within a calendar week. The regular work day shall be eight (8) hours plus a one-half (1/2) hour meal period. The regular day shift shall be 7:00 a.m. to 3:30 p.m.; the regular evening shift shall be 3:00 p.m. to 11:30 p.m.; and the regular night shift shall be 11:00 p.m. to 7:30 a.m. Shifts other than these may be

necessary. The Hospital will notify the Association of the need or changes in the hours of work on specific units or in specific departments prior to implementation.

Section 2. Overtime

All work performed in excess of eight (8) hours in a day or forty (40) hours in a week, shall be paid for at the rate of one and one-half (1½) times the nurse's straight rate of pay. If the Hospital requires nurses to work overtime on a mandatory basis, it will assign such overtime on a rotating reverse seniority basis to the extent that operations allow. If a part time nurse is required to work at least two hours in excess of her regular shift, and the excess work is on a holiday or immediately thereafter, she will be paid the holiday rate for regular part-time nurses for hours worked on the holiday or immediately thereafter and not at the rate of one and one-half times her regular hourly rate of pay. If a part-time nurse is scheduled to work a holiday, and is required to work on to the next shift, she will be paid at the rate of one and one-half times her regularly hourly rate of pay for the ensuing hours. A nurse working mandatory overtime will work a maximum of eight (8) hours in each calendar quarter and no more than four (4) hours in any mandatory assignment. The nurse may refuse to work mandated overtime if in her judgment she cannot safely accept the assignment, but the nurse will take the next overtime assignment that is required.

Article XII Grievance and Arbitration

Section 2. Grievance

Any complaint involving the interpretation or application of the Agreement shall be deemed a grievance and must be initiated in writing under the procedures provided herein within thirty (30) business days after the facts or events occurred which the nurse or Association should have reasonably known about except those grievances involving discipline shall be initiated within ten (10) business days of the imposition of said discipline.

Section 3. Arbitration

If the grievance is not resolved in the foregoing sections of this Article, either party may submit the matter to arbitration within thirty (30) calendar days after the expiration of the time limit set forth in Step 3. The party desiring arbitration shall notify the other party and they shall thereupon attempt to agree upon an arbitrator. In the event that the parties cannot reach agreement, the grievance shall be submitted to the American Arbitration Association under its voluntary labor arbitration rules and regulations. The decision of the arbitrator shall be final and binding on all of the parties. The cost of the arbitration assessed by the American Arbitration Association and the arbitrator shall be borne equally by the parties

See Ex. B.

15. Through creative pleading, and by strategically omitting referencing the CBA, Plaintiffs here try to obscure the fact that their claims implicate provisions of the CBA. However, Plaintiffs cannot avoid the preemptive force of Section 301 of the LMRA by ignoring the CBA. *See Cavallaro*, 678 F.3d at 9-10 (“The interrelationship of the state claims and the CBA cannot be avoided merely by refusing to identify the CBA in the complaint and citing the well pleaded complaint rule.”). Although Plaintiffs do not refer to the CBA, Plaintiffs allege conduct that implicates the CBA, including but not limited to the following:

- Plaintiffs allege that they are registered nurses at Anna Jacques who worked on the overnight shift from 11:00 p.m. to 7:30 a.m. in the psychiatric unit. *See* Ex. A, Compl. ¶¶7-12.
- Plaintiffs allege that “[f]or the duration of each Plaintiffs’ employment on the overnight shift within the three years preceding the filing of the complaint in this matter through approximately mid to late September 2018, the Defendant deducted 30 minutes of pay from each Plaintiffs’ daily compensation for a so-called 30-minute meal break.” *Id.* at ¶14.
- Plaintiffs allege that “for each overnight shift that each Plaintiff worked within three years preceding the filing of the complaint in this matter through approximately mid to late September 2018, the Defendant paid the Plaintiffs for 8 hours of work, even though the shift was 8.5 hours.” *Id.* at ¶15.
- Plaintiffs allege that “[f]or the duration of each Plaintiff’s employment on the overnight shift within the three years preceding the filing of the complaint in this matter through approximately mid to late September 2018, the Plaintiffs were not relieved of all work-related duties during their so-called 30-minute meal break. *Id.* at ¶16.
- Plaintiffs’ allege that for the relevant time frame they “performed all their general job duties for the entire 8.5-hour shift and would eat a meal ‘on the go.’” *Id.* at ¶17
- Plaintiffs’ allege that “as of the date of the filing of this Complaint, the Plaintiffs have not been paid for any so-called ‘30-minute meal break’ that they worked through and were not relieved of their work-related duties....” *Id.* at ¶25

16. The Complaint is preempted because it “alleges conduct that arguably constitutes a breach of a duty that arises pursuant to a collective bargaining agreement.” *Haggins*, 648 F.3d

at 55, quoting *Filbotte*, 131 F.3d at 26; *see also Reyes v. S.J. Servs., Inc.*, No. CIV.A. 12-11715-DPW, 2014 WL 5485943, at *9 (D. Mass. Sept. 22, 2014). For example, the CBA mandates “meal periods” for employees and requires time-and-a-half premium pay for “work performed in excess of eight (8) hours in a day.” *See* Ex. B., Art. III, §§ 1-2. The Complaint alleges in substance that Anna Jaques failed to provide Plaintiffs with their contractually mandated “meal periods” and failed to pay them the contractually required premium pay for working shifts of 8.5 hours rather than 8 hours. *See* Ex. A, Compl, ¶¶14-16.

17. The Complaint is preempted for the additional reason that resolving Plaintiffs’ claims will require interpreting the CBA to determine, *inter alia*:

- the definitions of and what constitutes “work” and a “meal period” under the CBA;
- Whether Plaintiffs “worked” through their “meal period” within the meaning of the CBA;
- Whether Plaintiffs received their “meal period” under CBA, Art. III, § 1;
- Whether the alleged violations resulted in “work performed in excess of eight (8) hours in a day” for Plaintiffs necessitating premium pay under CBA, Art. III, § 2 for the extra half hour they allegedly worked each shift;
- The calculation of wages allegedly owed to each plaintiff based on their particular category and step and the applicability of premium, shift differential pay, or charge pay, or some combination thereof, to the shifts they worked; and
- Whether any premium pay or shift differentials paid to Plaintiffs may offset any amounts allegedly owed to Plaintiffs for working through their meal periods.

See Cavallaro, 678 F. 3d at 7; *Adames*, 258 F.3d at 14-16; *Hamilton v. Partners Healthcare Sys., Inc.*, 209 F. Supp. 3d 397, 410-11 (D. Mass. 2016); *Arnstein*, 2012 WL 4863043, at *6; *Clee v. MVM, Inc.*, 91 F. Supp. 3d 54, 63-64 (D. Mass. 2015); *Reyes*, 2014 WL 5485943, at *9.

17. Given the foregoing, and in accordance with authority cited above, this Court has federal question jurisdiction of this case under 28 U.S.C. § 1331.

THIS COURT HAS DIVERSITY JURISDICTION

18. According to the Complaint, Plaintiff Jeanne Dennis is a citizen of New Hampshire. *See* Compl. ¶ 3.

19. According to the Complaint, Plaintiff Renee Pelechowicz is a citizen of New Hampshire. *See* Compl. ¶ 4.

20. According to the Complaint, Plaintiff Jill Mosher is a citizen of New Hampshire. *See* Compl. ¶ 5.

21. Anna Jaques is located in Newburyport, Massachusetts. *See* Compl. ¶ 6.

22. Although Anna Jaques denies any liability to Plaintiffs and denies that Plaintiffs are entitled to any relief, the Complaint on its face alleges claims that place in controversy more than \$75,000, inclusive of mandatory treble damages and attorneys' fees under the Massachusetts Wage Act, and exclusive of interests and costs. *See* 28 U.S.C. § 1332(a).

COMPLIANCE WITH PROCEDURAL REQUIREMENTS

23. Anna Jaques seeks to remove this action to the proper court. The State Court Action is pending in Superior Court in Essex County, which is within the district of this Court. *See* 28 U.S.C. § 1446(a).

24. This Notice of Removal is timely because Anna Jaques filed it within 30 days of receiving a copy of the initial pleading setting forth the claim for relief upon which this action is based. *See* 28 U.S.C. § 1446(b).

25. Pursuant to Local Rule 81.1(a), within 28 days of filing this Notice, Anna Jaques will file certified or attested copies of all records and proceedings in the state court and a certified or attested copy of all docket entries in the state court.

26. Anna Jaques has paid the appropriate filing fee to the Clerk of this Court upon

filing of this Notice.

27. Attached as Exhibit C is a copy of the Notice of Filing of Notice of Removal, which will promptly be served upon Plaintiffs' counsel of record and filed with the Commonwealth of Massachusetts Trial Court, Superior Court Department for Essex County. *See* 28 U.S.C. § 1446(d).

28. The Notice of Removal is signed pursuant to Fed. R. Civ. P. 11. *See* 28 U.S.C. § 1446(a).

29. Anna Jaques reserves the right to raise all defenses and objections in this action after it is removed to this Court.

Respectfully Submitted,

ANNA JAQUES HOSPITAL

By its Attorneys,

/s/ Michael C. Birch

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Boston, MA 02110

(617) 348-4300

Dated: November 27, 2018

CERTIFICATE OF SERVICE

I hereby certify that the above document has been served upon counsel of record by e-mail and first class mail on November 27, 2018.

/s/ Michael C. Birch

Michael C. Birch

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jeanne Dennis, Renee Pelechowicz, Jill Mosher

(b) County of Residence of First Listed Plaintiff Rockingham County, NH
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Adam J. Shafran

Rudolph Friedman LLP, 92 State Street, Boston, MA (617) 723-7700

DEFENDANTS

Anna Jaques Hospital

County of Residence of First Listed Defendant Newburyport, MA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Michael C. Birch, Peter J. Moser, Charlotte M. Petilla
Hirsch Roberts Weinstein LLP
24 Federal Street, 12th Floor, Boston, MA 02110 (617)348-4300

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☒ 4 |
| Citizen of Another State | ☒ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☒ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement	☐ 710 Fair Labor Standards Act ☒ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/26/2018

SIGNATURE OF ATTORNEY OF RECORD

Michael C. Birch

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Jeanne Dennis v. Anna Jaques Hospital

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

☐

I. 410, 441, 470, 535, 830*, 835*, 891, 893, 895, R.23, REGARDLESS OF NATURE OF SUIT.

☒

II. 110, 130, 140, 160, 190, 196, 230, 240, 290, 320, 362, 370, 371, 380, 430, 440, 442, 443, 445, 446, 448, 710, 720, 740, 790, 820*, 840*, 850, 870, 871.

☐

III. 120, 150, 151, 152, 153, 195, 210, 220, 245, 310, 315, 330, 340, 345, 350, 355, 360, 365, 367, 368, 375, 376, 385, 400, 422, 423, 450, 460, 462, 463, 465, 480, 485, 490, 510, 530, 540, 550, 555, 625, 690, 751, 791, 861-865, 890, 896, 899, 950.

*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES

☐

NO

☒

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES

☐

NO

☒

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES

☐

NO

☐

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES

☐

NO

☒

7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES

☒

NO

☐

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division

☒

Central Division

☐

Western Division

☐

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division

☐

Central Division

☐

Western Division

☐

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES

☐

NO

☒

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Michael C. Birch, Peter J. Moser, Charlotte M. Petilla

ADDRESS Hirsch Roberts Weinstein LLP, 24 Federal Street, 12th Floor, Boston, MA 02110

TELEPHONE NO. (617)348-4300

(TO PLAINTIFF'S ATTORNEY: Please Circle Type of Action Involved: - TORT - MOTOR VEHICLE TORT - CONTRACT - EQUITABLE RELIEF - OTHER.)

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT
CIVIL ACTION

No. 1877CV01522

Jeanne Dennis, Renee Pelchavice & Jill Mosher, Plaintiff(s)

v.

OCT 29 2018

Anna Jacques Hospital, Defendant(s)

SUMMONS

To the above named Defendant: Anna Jacques Hospital

You are hereby summoned and required to serve upon Adam J. Shatran, plaintiff's attorney, whose address is Rudolph Friedman LLP, 92 State St. Boston, MA 02109, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Salem either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13 (a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, Judith Fabricant, Esquire, at Salem, the
day of _____, in the year of our Lord two thousand

TRUE ATTEST COPY

[Signature]
DEPUTY SHERIFF

Thomas H. Dinicola
LS
Clerk

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

NOTICE TO DEFENDANT - You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

SUPERIOR COURT
TRIAL DEPT.

COPY
1877CV01522A

Jeanne Dennis, Renee Pelechowicz &
Jill Mosher

Plaintiffs

CIVIL ACTION NO.

vs.

Anna Jaques Hospital

Defendants

COMPLAINT

Plaintiffs Jeanne Dennis, Renee Pelechowicz and Jill Mosher (collectively "Plaintiffs") bring this action against their employer Anna Jaques Hospital ("Defendant"), upon information and belief, except as to their own actions, the investigation of their counsel, and facts that are a matter of public record, as follows:

OVERVIEW

1. As described more fully below, Plaintiffs allege that the Defendant violated the Massachusetts Wage Act (M.G.L. c. 149, § 148) as a result of its failure to pay them 30 minutes of compensation for each day within the three years preceding the filing of this Complaint that Plaintiffs were not relieved of their work-related duties and worked through their 30-minute meal break.
2. Plaintiffs seek payment of all unpaid wages, statutorily mandated treble damages, attorneys' fees and costs, and prejudgment interest.

THE PLAINTIFFS

3. Plaintiff Jeanne Dennis ("Dennis") is a resident of Danville, New Hampshire, and is employed by the Defendant in Newburyport, Massachusetts.

4. Plaintiff Renee Pelechowicz ("Pelechowicz") is a resident of Danville, New Hampshire, and is employed by the Defendant in Newburyport, Massachusetts.
5. Plaintiff Jill Mosher ("Mosher") is a resident of Lee, New Hampshire, and is employed by the Defendant in Newburyport, Massachusetts.

THE DEFENDANT

6. Defendant Anna Jacques Hospital is a hospital located in Newburyport, Massachusetts.

FACTUAL ALLEGATIONS

7. The Plaintiff Dennis has been employed as a registered nurse by the Defendant from approximately 2009 to the present in the hospital's psychiatric unit.
8. The Plaintiff Pelechowicz has been employed as a registered nurse by the Defendant from approximately 2005 to the present in the hospital's psychiatric unit.
9. The Plaintiff Mosher has been employed as a registered nurse by the Defendant from approximately 2012 to the present in the hospital's psychiatric unit.
10. For the three years preceding the filing of the complaint in this matter to the present, Plaintiff Dennis worked the overnight shift in the hospital's psychiatric unit.
11. From three years preceding the filing of the complaint in this matter until approximately September 2017, Plaintiff Pelechowicz worked the overnight shift in the hospital's psychiatric unit.
12. From three years preceding the filing of the complaint in this matter until approximately March 2018, Plaintiff Mosher worked the overnight shift in the hospital's psychiatric unit.
13. The overnight shift in the hospital's psychiatric unit runs from 11:00 p.m. to 7:30 a.m.

14. For the duration of each Plaintiff's employment on the overnight shift within the three years preceding the filing of the complaint in this matter through approximately mid to late September 2018, the Defendants deducted 30 minutes of pay from each Plaintiff's daily compensation for a so-called 30-minute meal break.
15. Thus, for each overnight shift that each Plaintiff worked within the three years preceding the filing of the complaint in this matter through approximately mid to late September 2018, the Defendant paid the Plaintiffs for 8 hours of work, even though the shift was 8.5 hours.
16. For the duration of each Plaintiff's employment on the overnight shift within the three years preceding the filing of the complaint in this matter through approximately mid to late September 2018, the Plaintiffs were not relieved of all work-related duties during their so-called 30-minute meal break.
17. Indeed, during this time frame the Plaintiffs performed all their general job duties for the entire 8.5-hour shift and would eat a meal "on the go."
18. In or about February 2018, Scott Casey ("Casey") began working as a registered nurse on the hospital's psychiatric unit overnight shift.
19. In or about mid-September 2018, a float nurse was added to the hospital's psychiatric unit for one overnight shift because the unit was abnormally acute that evening. The float nurse covered for a counselor on the single overnight shift because the hospital was unable to provide a counselor.
20. The additional float nurse allowed Casey to take a legitimate 30-minute meal break (i.e. 30 minutes of time during which he was completely relieved of all work-related duties).
21. Upon taking a legitimate 30-minute break, Casey realized that the overnight shift nurses should have been receiving 30 minutes of pay for all "meal breaks" that they worked through and had not been relieved of their work-related duties.

22. As a result, Casey went and spoke with the hospital's Human Resources Department about the issue.
23. Thereafter, Casey and Dennis were informed by Mary Jewell ("Jewell"), the hospital's Director of Psychiatric Services, that going forward all overnight nurses in the hospital's psychiatric unit would be allowed to take a legitimate 30-minute break (i.e. relieved of all work-related duties), and that they would be paid for the full 8.5 hour shift if they did not take a legitimate 30-minute break.
24. During their conversation, Jewell also acknowledged to Casey and Dennis that the hospital's psychiatric unit overnight nurses had not received legitimate 30-minute meal breaks in the past because they were not "unencumbered" (i.e. the Plaintiffs were not relieved of all work-related duties), and that the hospital was consulting with its attorneys to calculate the back pay owed to the nurses, but that it was complicated because the nurses had received different hourly rates over the previous three years.
25. As of the date of the filing of this Complaint, the Plaintiffs have not been paid for any so-called "30-minute meal breaks" that they worked through and were not relieved of their work-related duties within the three years preceding the filing of this complaint through approximately mid to late September 2018.

COUNT 1

Violation of M.G.L. c. 149, § 148 (The Massachusetts Wage Act)

26. Plaintiffs re-allege and incorporate by reference ¶¶ 1-25 above as if fully set forth herein.
27. By its conduct as set forth herein, the Defendant has violated M.G.L. c. 149, § 148.
28. The Defendant is liable for the full amount of the Plaintiffs unpaid wages, treble damages, plus interest and their reasonable attorney's fees and expenses.

WHEREFORE, the Plaintiffs pray for judgment against the Defendant as follows:

- A. A judgment and order awarding Plaintiffs their unpaid wages;
- B. A judgment and order requiring the Defendant to pay the Plaintiffs all statutorily mandated treble damages;
- C. A judgment and order requiring Defendant to pay the Plaintiffs their reasonable attorneys' fees and the costs of this action;
- D. A judgment and order requiring the Defendant to pay all legal interest permissible; and
- E. Such other relief as this Court may deem just and proper.

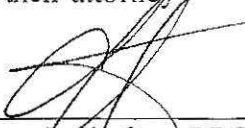
JURY DEMAND

Plaintiffs demand a trial by jury on all causes of action so triable.

Respectfully submitted,

Jeanne Dennis, Renee Pelechowicz,
and Jill Mosher

By their attorney



Adam J. Slafran, BBO#670460
ashafran@rflawyers.com
Rudolph Friedmann LLP
92 State Street
Boston, MA 02109
617-723-7700
617-227-0313 (fax)

CIVIL TRACKING ORDER (STANDING ORDER 1- 88)	DOCKET NUMBER 1877CV01522	Trial Court of Massachusetts The Superior Court 
CASE NAME: Jeanne Dennis et al vs. Anna Jaques Hospital		Thomas H. Driscoll, Jr., Clerk of Courts
TO: Anna Jaques Hospital		COURT NAME & ADDRESS Essex County Superior Court - Salem J. Michael Ruane Judicial Center 56 Federal Street Salem, MA 01970

TRACKING ORDER - F - Fast Track

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		01/15/2019	
Response to the complaint filed (also see MRCP 12)		02/14/2019	
All motions under MRCP 12, 19, and 20	02/14/2019	03/18/2019	04/16/2019
All motions under MRCP 15	02/14/2019	03/18/2019	04/16/2019
All discovery requests and depositions served and non-expert depositions completed	08/13/2019		
All motions under MRCP 56	09/12/2019	10/15/2019	
Final pre-trial conference held and/or firm trial date set			02/10/2020
Case shall be resolved and judgment shall issue by			10/16/2020

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to Session "A" in Salem Superior Court

DATE ISSUED 10/19/2018	ASSISTANT CLERK Carlotta Patten	PHONE (978)825-4800
----------------------------------	---	-------------------------------



Agreement

between

Anna Jaques Hospital

and

Massachusetts Nurses Association

December 31, 2012 – December 31, 2014

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AGREEMENT

AGREEMENT made by and between the Anna Jaques Hospital (hereinafter referred to as the "Hospital") and the Massachusetts Nurses Association (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION

Section 1. Scope of Recognition

In accordance with the certification of the Massachusetts Labor Relations Commission, the Hospital recognizes the Association as the sole and exclusive bargaining representative for all registered nurses and clinical leaders, excluding the Vice President and Chief Nursing Officer, Nursing Department Directors, Nursing Administrative Supervisors, Nursing Education Director and Inpatient Clinical Manager.

Section 2. Information to Association; Non-Discrimination; Checkoff; Agency Fee

A. The Hospital will advise all new nurses at the time of employment that the Association is their bargaining representative, and will notify the chair of the Bargaining Unit of the name of each new employee, her or his unit, full time equivalent, shift and starting date. The Hospital will notify the Association in writing annually, and within thirty (30) days of a request by the Association, of the name, address, and classification of each registered nurse in the bargaining unit. The Hospital will notify the Association quarterly of the name, address, and classification of each new registered nurse and the names of any nurses who have terminated.

B. The Hospital and the Association recognize the right of any nurse to become or not become, remain or not remain a member of the Association and will not discourage, discriminate or in any other way interfere with such rights of any registered nurse.

C. The Hospital agrees to deduct the Association membership dues on a weekly basis from the earnings of any registered nurse who has executed an authorization form. Such deductions shall be certified by the Association and shall be made in accordance with the terms of said authorization form. Withheld amounts will be forwarded to the designated Association office by the 20th of the calendar month following the actual withholding, together with a record

of the amount and the names of those for whom deductions have been made. The authorization of the nurse may be revoked at any time by the nurse by her giving thirty (30) days written notice to the Hospital and the Association.

D. Upon completion of his/her first thirty (30) days of employment, any registered nurse in the bargaining unit who is not a member of the Association, shall, as a condition of employment, pay to the Association a service fee in an amount which is determined by the Association. Such amount may be paid through payroll deductions if authorized in writing by the nurse.

Section 3. Probationary Period

Any newly-hired nurse shall be deemed to be on probation for a period of ninety (90) or one hundred twenty (120) continuous calendar days of service, depending on whether she is to be full-time or part-time, respectively.

Section 4. Temporaries

The Hospital may employ nurses on a temporary basis without regard to the provisions of this Agreement, provided that such nurses are used to fill-in for regular nurses who are temporarily absent from the Hospital or to provide extra help due to seasonal increases in the patient census, and provided further that in the case of temporary nurses engaged directly by the Hospital (as opposed to temporary nurses obtained through an agency), the Hospital will include the temporary nurses in their units rotation for purposes of overtime and floating assignments. In the event that a temporary nurse becomes a permanent employee, her/his seniority date and the calculation of vacation, sick leave, and personal day benefits shall be based upon his/her most recent date of hire as a temporary.

Section 5. Part-Time Benefits

Part-time nurses must work a minimum of sixteen (16) hours per week in order to receive any benefits provided in the Agreement.

Section 6.

The Hospital agrees not to challenge the bargaining unit status of any registered nurse during the term of the Agreement.

ARTICLE II

WAGES AND DIFFERENTIALS

Section 1. Wages (See Appendix A)

- A. A. For all RNs in Categories 1 and 2 who are employed by the Hospital on the date of ratification, April 25, 2013, effective January 1, 2013 a 1% across the board increase; effective January 1, 2014 a 1% across the board increase.
- B. For all RNs in Category 3 and who are employed by the Hospital on the date of ratification, April 25, 2013, effective January 1, 2013 a 1% across the board increase; effective January 1, 2014 a 1% bonus shall be paid. The bonus shall be calculated as follows: RN's current base rate multiplied by RN's scheduled hours multiplied by 52.
- C. Per diem rates shall be increased by 1% effective January 1, 2013 for all Per Diem nurses employed by the Hospital on the date of ratification, April 25, 2013, and by 1% effective January 1, 2014.
- D. Advancement on the Step Scale:
 - 1. Nurses will advance on the step scale as they become eligible on their anniversary date.
 - 2. Nurses at the step before the top step, regardless of the number of total steps, will advance to the top step after 20 years of service or 2 years at this step whichever comes sooner.
 - 3. 3. Nurses at the top step at ratification will stay at the top step throughout the term of this agreement.

4. Effective the first pay period following ratification, April 25, 2013, the Category 1 scale shall be revised to establish a new entry step of \$28.88 for new grad nurses and those nurses hired with less than one year of nursing experience. Such nurses will advance to Step 1 of the Category 1 scale on their anniversary date.

Section 2. Degreed Nurses; Certifications

A. All regular full-time nurses and part-time nurses working at least sixteen (16) hours per week shall receive a \$7.50 per week stipend upon notice to the Hospital of his receipt of a baccalaureate degree in nursing, which stipend shall be added to each week in which she receives pay.

B. All regular full-time nurses and part-time nurses working at least sixteen (16) hours per week shall receive a \$12.50 per week stipend upon notice to the Hospital of his or her receipt of a master's degree in nursing. This stipend shall be added to each week in which she receives pay. The stipend shall be \$5.00 per week if the nurse already receives a \$7.50 per week stipend because she has a baccalaureate degree in nursing. The stipend shall not apply if the nurse is in a position in which a master's degree in nursing is required.

C. Effective the first pay period after ratification, all regular full-time nurses and part-time nurses working at least sixteen (16) hours per week shall receive a \$10.00 per week stipend for attaining a certification in their specialties, which stipend shall be added to each week in which they receive pay. The Hospital shall have sole discretion to decide what certifications are appropriate for this stipend. The nurse must maintain her certification in order to continue to receive the stipend.

Section 3. Shift Differential

A nurse working three (3) or more hours on the evening shift, including one who works from the day shift into the evening shift, will be paid three dollars (\$3.00) per evening shift hour in addition to the regular hourly rate, effective November 2, 2008.

A nurse working three (3) or more hours on the night shift, 11:00 p.m. to 7:30 a.m., including one who works from the evening shift into the night shift, will be paid seven dollars (\$7.00) per night shift hour in addition to the regular hourly pay. Nurses permanently assigned

to the evening or night shift will be paid the normal shift differential included in vacation, sick leave and holiday pay.

Section 4. Weekend Differential Nurses working on the weekend shall receive an additional two dollars and fifty cents (\$2.50) per hour. The weekend begins at the 11:00 p.m. shift on Friday night and ends at 11:00 p.m. on Sunday night.

Section 5. On-Call

Any nurse on call shall be paid at the rate of five dollars (\$5.00) per hour, effective February 25, 2008, and to five dollars and twenty five cents (\$5.25) per hour effective November 1, 2009. When called into work, the nurse shall be paid from the time she is called, for a minimum of three (3) hours, effective on ratification, at the rate of one and one-half (1½) times the straight time rate, and shall receive the shift and weekend differentials as applied in Section 3 and 4 of this Article. The Hospital shall not add on-call requirements to new areas or units unless it has given the Association at least sixty (60) days notice of them and provided it with an opportunity to meet and discuss.

The Hospital shall provide a secure sleep room for the use of bargaining unit RNs on call. Bargaining unit RNs called back during the 11pm-7am shift and scheduled to work the immediately following day may take sleep time hours equal to actual hours worked, without pay, or to be compensated for by their using accrued benefit time; the sleep time may be taken at either the beginning or the end of the scheduled shift as determined by mutual agreement prior to the start of the shift between the bargaining unit RN and the Patient Care Director.

Section 6. Rate on Promotion

A nurse who is promoted from one job classification to another in a higher category shall move to the same step in the higher category for that job classification and shall retain his or her anniversary and seniority dates.

Section 7. Charge pay

A staff nurse who is in charge of a floor in the absence of a **Director** shall receive charge pay at the rate of one dollar seventy five cents (\$1.75) per hour effective November 2, 2008 and to two dollars (\$2.00) per hour effective November 1, 2009. In maternity, charge pay will be paid to one (1) staff nurse assigned to the 7:00 a.m. - 3:00 p.m. shift and to the 3:00 p.m. - 11:00 p.m. shift; and to one (1) staff nurse assigned to the 11:00 p.m. - 7:00 a.m. shift.

Section 8. Report

Nurses will be compensated in the appropriate amount for time spent in giving report.

Section 9. Call-In

A nurse who is called in to work a shift for which she was not scheduled and which has already started, will be paid from the start of the shift if she reports to work within one hour of when the shift began.

ARTICLE III

HOURS OF WORK

Section 1. Hours of Work

The regular work week shall be forty (40) hours within a calendar week. The regular work day shall be eight (8) hours plus a one-half (1/2) hour meal period. The regular day shift shall be 7:00 a.m. to 3:30 p.m.; the regular evening shift shall be 3:00 p.m. to 11:30 p.m.; and the regular night shift shall be 11:00 p.m. to 7:30 a.m. Shifts other than these may be necessary. The Hospital will notify the Association of the need or changes in the hours of work on specific units or in specific departments prior to implementation.

Section 2. Overtime

All work performed in excess of eight (8) hours in a day or forty (40) hours in a week, shall be paid for at the rate of one and one-half (1½) times the nurse's straight rate of pay. If the Hospital requires nurses to work overtime on a mandatory basis, it will assign such overtime on a rotating reverse seniority basis to the extent that operations allow. If a part time nurse is required to work at least two hours in excess of her regular shift, and the excess work is on a holiday or immediately thereafter, she will be paid the holiday rate for regular part-time nurses for hours worked on the holiday or immediately thereafter and not at the rate of one and one-half times her regular hourly rate of pay. If a part-time nurse is scheduled to work a holiday, and is required to work on to the next shift, she will be paid at the rate of one and one-half times her regularly hourly rate of pay for the ensuing hours.

A nurse working mandatory overtime will work a maximum of eight (8) hours in each calendar quarter and no more than four (4) hours in any mandatory assignment. The nurse

may refuse to work mandated overtime if in her judgment she cannot safely accept the assignment, but the nurse will take the next overtime assignment that is required.

Section 3. Time Schedules

A. Time schedules will be posted in four (4) week blocks at least three (3) weeks in advance. Changes in the posted schedules must be approved in advance by mutual agreement of the nurse(s) involved and their immediate supervisor. The Hospital, however, may change a nurse's schedule in the event of an emergency or circumstances which are beyond the control of the Hospital, in which event the Hospital will give the nurse as much advance notice as is possible.

B. The posting dates for each time schedule will be displayed on bulletin boards in each department for the calendar year. When each time schedule is posted, a list of open shifts will also be posted. Regular full and part-time staff will have the opportunity to sign up for any open shifts that are available for a period of three (3) days following the posting, after which per diem staff can be added to the schedule. Once a nurse (regular or per diem) is confirmed by management the nurse cannot be bumped. Once a staff member has signed up for an open shift it will be treated as posted time. Staff may not cancel a shift once this commitment has been made. The Hospital may cancel a nurse who has signed up for an open shift provided that it gives the nurse at least two hours' notice; if the Hospital provides less than two hours' notice, the parties may cancel the shift by mutual agreement.

Section 4. Compensatory Time (OR, Recovery and Ambulatory Procedure Room Nurses)

An Operating Room, Recovery Room or Ambulatory Procedure Room nurse who, in addition to working a normal full-shift, works more than two (2) hours overtime during a twenty-four hour period may, upon request at a mutually scheduled time, be allowed to take time and one-half compensatory time off in lieu of any or all overtime worked, provided that the compensatory time is taken during the same pay period in which the overtime is worked.

Section 5. Shift Rotation

A nurse will not be required to rotate to both day/evening and day/night shifts in the same work week. Day shift with night rotation nurses will not rotate to night shift immediately prior to their weekend off or to the first shift back following their weekend off.

Section 6. Flexible Staffing Guidelines

The Hospital has established guidelines for registered nurses who work certain permanent night and twelve-hour shifts. The guidelines are set forth in Appendix C to the Agreement and incorporated herein.

Section 7. Floating

It is agreed that it is beneficial for the Hospital, the RNs, and patient care to staff each patient care area through regular assignments minimizing the need for floating. However, where there is a need to float, the Hospital may require floating pursuant to the following conditions:

a. Nurses in the Maternal Child Health Unit ("MCH") will float only within and between the following areas: Birth Center, Pediatrics, Neonatal Care. When census in the MCH is low, nurses who work in that unit will be given the option by the nurse manager of floating to another unit outside of MCH; if the nurse in a low census situation declines an opportunity to float to another unit, she or he will be released from work without further pay for the remainder of the shift. A nurse in a low census situation will not lose benefits or accruals if the nurse is released and the nurse may supplement the balance of her or his shift with earned time or vacation time. No nurses will be required to float into MCH except in emergency situations. It is understood that the Hospital may continue to utilize OR nurses in emergency surgical situations. The Hospital will continue to assign stat nurses to work in MCH as necessary.

b. Other than MCH, float assignments shall be made in the following order: 1) volunteers; 2) per diem nurses; 3) regularly scheduled nurses in rotation in accordance with the unit's float list. It is understood that the Hospital will not float RNs between inpatient and outpatient areas except in the infrequent situations when the operating needs of the unit cannot be met in any other way. No regularly scheduled nurses will be floated to make way for a nurse working overtime or an extra shift. The nurse scheduled for the overtime or extra shift will have the following options: 1) accept an assignment to float to another unit; 2) go home without pay.

ARTICLE IV

HOLIDAYS

Section 1. Full-Time Nurses

Permanent full-time nurses earn the following ten (10) holidays with pay:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day ¹	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If a full-time nurse is required to work on the holiday, the nurse will receive one and one-half (1½) times the regular hourly wage for all hours worked on the holiday in addition to her days' pay for the holiday. Shift and weekend differentials, if any, shall be included but not compounded. Compensatory time at the straight-time rate in lieu of holiday pay may be accepted by the nurse within a three (3) week period before or after the holiday on a date mutually agreed upon between the nurse and the staffing coordinator. If a holiday falls on the nurse's day off, the nurse will be paid the straight hourly rate of pay for the holiday. If the holiday falls during the nurse's vacation period, one day's pay at the straight time rate will be added to the vacation pay or an additional day with pay will be added to the vacation or be taken within a three (3) week period before or after the holiday. Nurses permanently assigned to the evening or night shifts shall have shift differential included for purposes of computing their appropriate rates of pay in the preceding three sentences.

The pay practice of paying double time to Per Diem nurses who work on a holiday shall be changed to paying time and one half effective January 1, 2014.

Section 2. Part-Time Nurses

Part-time nurses will receive twice their regular hourly rate of pay for hours worked when required to work on one of the above holidays. Shift and weekend differentials, if any, will be included, but not compounded. Effective January 1, 2014, part-time nurses will accrue a pro rata holiday benefit equivalent to one extra week of vacation based on the nurses' scheduled hours. Part-time nurses will receive one and one-half (1 ½) times the regular hourly wage for all hours worked on the holiday.

Section 3. Rotation of Holidays

The Hospital shall endeavor to rotate holidays equally among all nurses.

Section 4. Holiday Observance

Christmas, New Years Day, Independence Day and Veterans Day will be observed on the days on which they occur for registered nurses working a six/seven-day schedule; if the holiday falls on a weekend, a holiday schedule will prevail instead of a weekend schedule. Registered nurses working a Monday to Friday schedule will observe Christmas, New Years Day and Independence Day on the preceding Friday if the holiday falls on a Saturday, and they will be allowed time off on Monday if the Holiday falls on the preceding Sunday. The observance of Veterans Day will be discussed between the parties at Labor/Management Committee meetings to meet the operational needs of the Hospital. Holiday pay for Christmas, New Years Day, Independence Day and the designated Veterans Day for all registered nurses will be paid for the day on which the holiday actually occurs. All holidays begin at 11:00 p.m. the day immediately preceding the holiday and end at 11:00 p.m. on the evening of the holiday, except that the New Year's holiday shall begin at 3:00 p.m. on the day before the holiday and shall end at 3:00 p.m. on the day of the holiday, and Christmas shall begin at 3:00 p.m. on the day before the holiday and shall end at 11:00 p.m. on the evening of the holiday.

¹ Effective January 1, 2014 a float holiday shall be substituted for Patriot's Day; nurses permanently assigned to the evening or night shifts shall have shift differential included for purposes of computing their appropriate rate of pay for the float holiday. Article 4.1 and Article 4.2-3 shall be inapplicable to nurses taking float holidays.

Section 5. Benefit Not Earned

Holiday benefits are not earned if the holiday occurs during an unpaid leave of absence or during a terminal vacation period.

Section 6. Eligibility

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

Section 7. Personal Day

After completion of their probationary period, full-time and part-time nurses may receive, on giving two (2) weeks' notice, up to two (2) personal days per calendar year, one of which is to be deducted from accrued sick leave. Such personal day shall not be scheduled on a holiday or while on rotation. A personal day requested on a weekend, or on less than two weeks notice (including notice of less than twenty-four hours because of unusual or emergency circumstances) may be allowed subject to the approval of the Department of Nursing. Pay is at straight-time rates except that nurses permanently assigned to the evening or night shifts shall also receive their shift differentials. Nurses who are covered by the Earned Time Program may use up to two (2) earned time days as personal days.

ARTICLE V VACATIONS

Section 1. Accrual

Staff nurses will accrue vacation time at the rate of 2.31 hours per week (3 weeks per year). After the completion of four (4) years of service the rate of accrual shall be 3.08 hours per week (4 weeks per year). A nurse is entitled to take up to three (3) weeks of accrued vacation time in any calendar year until she has completed five (5) full years of employment, after which she is entitled to take up to four (4) weeks of accrued vacation time in any calendar year. A nurse who has completed fifteen (15) full years of employment is entitled to one additional day of vacation for each year of employment in excess of fifteen years, up to a maximum of twenty five (25) vacation days.

Section 2. Part-Time Nurses

Part-time nurses shall be entitled to receive an annual vacation with pay as set forth in Section 1 of this Article on a prorata basis. Vacation time is accrued on hours paid up to forty (40) hours per week.

Section 3. New Nurses

New nurses shall accrue vacation time from the original date of employment, but vacation time may not be taken until a nurse has completed at least six (6) months of continuous employment with the Hospital.

Section 4. Rate of Pay

All vacation pay is based on straight-time hourly rates of pay and does not include shift, weekend or other differentials or bonuses, except those nurses permanently assigned to evening or night shift will receive shift differential.

Section 5. Limitations; Scheduling

Nurses are expected to take in each calendar year the maximum amount of vacation time to which they are entitled, as set forth in Section 1 of this Article. In the event that a nurse is unable to take her accrued vacation time, she may carry over any unused time to the succeeding calendar year, and she may use up to two weeks of that time in the succeeding year. A nurse who resigns from the Hospital in good standing in any year before taking all the accrued vacation time for which she was eligible, shall receive at the time of her termination pay for that portion of her vacation due her but not taken. Subject to the Hospital's operating requirements, a nurse shall have her choice of vacation time on the basis of seniority for any vacation taken during the period June 15 to September 15, inclusive. Nurses shall request vacation time in writing for the period June 15 to September 15 by April 1, and the requests shall be finalized by April 30; requests for vacation time after April 1 for the period June 15 to September 15 shall be considered without regard to seniority but on a first-come basis. Requests for vacation for the period September 16 through June 14 shall be considered without regard to seniority on a first come basis, and such requests will be finalized in writing within thirty (30) days of when the

request is received. All scheduling of vacations will be subject to the approval of the Department of Nursing.

Nurses may not take more than two (2) weeks' vacation during the period June 15 to September 15, inclusive. If in the determination of a nurse's manager, the operating requirements in any department or on a medical surgical floor permit a nurse or nurses to take a vacation during the period December 15 to January 1, she shall post whatever vacation opportunities may exist. In the event that more nurses in that department or on that medical-surgical floor request time off than can be accommodated, the more senior nurse or nurses in that department or on that medical-surgical floor will be allowed the time off, up to a maximum of one week, unless such nurse or nurses have already had time off during the same period in another calendar year.

Section 6. Hospitalization or Bereavement

A nurse who is hospitalized or eligible for bereavement pay during her vacation may substitute sick leave or bereavement days as applicable and mutually reschedule such substituted vacation days.

ARTICLE VI

SICK LEAVE

Section 1. Sick Leave (Full-Time Nurses)

All full-time nurses shall accrue one (1) day paid sick leave per month, accumulative to a total of **sixty (60)** days. A full-time nurse who has accrued more than thirty (30) days sick leave will be entitled to payment at the rate of one-half (1/2) day's pay for each unused sick day in excess of thirty (30) accumulated since the prior January 1st. The accounting will be made as of December 31 of each year. In the event of termination, such payment for unused sick leave is payable only if such employee terminates in good standing.

Section 2. Sick Leave (Part-Time Nurses)

Part-time nurses will accrue sick leave benefits based on actual hours worked up to a maximum of forty-two (42) days. Those who have accrued more than thirty (30) days sick leave will be entitled to payment as provided in Section 4.

Section 3. Conditions on Sick Leave

Paid sick leave shall not be taken until completion of a nurse's probationary period. All sick leave pay is based on the straight hourly rate of pay and does not include shift, weekend or other premium pay. Sick pay for nurses permanently assigned to the 3 p.m. - 11 p.m. shift and 11 p.m. - 7 a.m. shift will include shift differential.

In order to be eligible for sick leave pay, a nurse working the second or third shift must call in to the supervisor at least two (2) hours before the beginning of the shift unless there are circumstances beyond the control of the nurse; a nurse working the first shift must call in to the supervisor at least one and a half (1 ½) hours before the beginning of the shift unless there are circumstances beyond the control of the nurse. Nurses using accrued sick time are considered to be on paid sick time and not on unpaid leave of absence.

ARTICLE VII

EARNED TIME

The EARNED TIME PROGRAM covers nurses hired on or after 11/2/96. Nurses employed prior to 11/2/96 may elect to join the earned time program on a permanent basis.

A. Eligibility

1. Both regular full and part-time employees scheduled to work at least fifteen (15) hours per week are eligible to accrue Earned Time Benefits. Temporary and per diem employees are not entitled to Earned Time benefits.
2. Accrual of Earned Time will be for each hour paid up to forty (40) hours per pay period. Accrual will commence at the start of employment in accordance with the attached schedules. Earned time will accrue but may not be used until the employee has completed three (3) months of benefit eligible service at the Hospital. Part-time employees must complete four (4) months. The only exception to this general rule is that Earned Time may be used if a holiday (recognized by the Hospital) occurs during that period.

3. If employment should be terminated for any reason during the first three (3) months of benefit eligible service (four (4) months for part-time employees) the employee will not be eligible to cash in accrued Earned Time.

B. General Information on Earned Time

1. Employees may accumulate up to a maximum of one times their annual Earned Time allotment (see attached tables). No accrual beyond the applicable maximum will be allowed. The corresponding tables shall be conformed to the new allotment. Notwithstanding the preceding, any nurse who has accumulated earned time above the newly established annual earned time at the time of ratification, shall be grandfathered and shall have one year from the date of ratification to reduce his/her earned time to a maximum of one times their annual earned time allotment; the Labor/Management committee will consider the case of any nurse who has not been able to reduce his/her earned time allotment within this period because of a claim of extenuating circumstances and who therefore seeks to carry time over to an ensuing year.
2. Use of Earned Time will not count as time worked for the purpose of computing overtime.
3. All employees permanently assigned to work evenings or nights will receive shift differentials while on Earned Time. Shift differentials will not be included in time paid in lieu of time off (cash-in), nor will differentials be included in the payment of Earned Time at termination.
4. Time off must be requested in advance (in accordance with departmental guidelines or policy) to eliminate possible conflicting requests and to provide Department Directors and Supervisors with sufficient time to properly plan and schedule departmental activity. Subject to the Hospital's operating requirements, a nurse shall have her choice of scheduled earned time on the basis of seniority for any time taken during the period June 15 to September 15, inclusive. Nurses shall request scheduled earned time in writing for the period June 15 to September 15 by April 1, and the requests shall be finalized by April 30; requests for scheduled earned time after April 1 for the period June 15 to September 15 shall be considered without regard to seniority but on a first-come basis. All scheduling of

earned time will be subject to the approval of the Department of Nursing.

Requests for scheduled earned time for the period September 16 through June 14 shall be considered without regard to seniority on a first come basis. Such requests will be finalized in writing within thirty (30) days of when the request is received.

5. Earned Time can be taken as time off by itself or in combination with worked time, as long as the total does not exceed the employee's regular scheduled hours per pay period. Example: An Employee scheduled for forty (40) hours per pay period can take up to forty (40) hours of Earned Time or any combination of Earned Time and worked time up to forty (40) hours per pay period. An employee would not be allowed to work three (3) days and take three (3) days Earned Time (total of forty-eight (48) paid hours).
6. Payroll advances for accrued Earned Time to cover extended periods away from work will be made, provided a Department Director approved request for the advances payroll check is received in the Payroll Office not less than two (2) weeks prior to the time off.

C. Observed Holidays

1. The Hospital observes ten (10) major holidays.

These holidays include:

New Year's Day	President's Day
Patriots Day ²	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

All holidays begin at 11:00 p.m. the day immediately preceding the holiday and end at 11:00 p.m. of the evening of the holiday, except that the New Year's holiday shall begin at 3:00 p.m. on the day before the holiday and shall end at

² Effective January 1, 2014 a float holiday shall be substituted for Patriot's Day. Article 7.C.1 Articles 7.C.2-.3 shall be inapplicable to nurses taking float holidays.

3:00 p.m. on the day of the holiday, and Christmas shall begin at 3:00 p.m. on the day before the holiday and shall end at 11:00 p.m. on the evening of the holiday.

2. If a full-time employee is scheduled to work on an observed holiday the employee will be paid one and one-half (1 ½) times their base hourly rate for all hours worked on the holiday. Part-time employees will be paid twice their base hourly rate for all hours worked on the holiday. Effective January 1, 2014, part-time nurses will accrue a pro rata holiday benefit equivalent to one extra week of earned time based on the nurses' scheduled hours. Part-time nurses will receive one and one-half (1 ½) times the regular hourly wage for all hours worked on the holiday."
3. Time off for the holiday may be scheduled within three (3) weeks prior to or after the actual date of the holiday at a time mutually agreed upon between the employee and their Supervisor. This time off will be charged to the employee's Earned Time bank. In order to be eligible for Earned Time pay for the observed holiday, an employee is expected to work the last scheduled working day before and the first scheduled working day after the holiday, unless it is determined that the employee is absent for good cause.

D. Extended Sick Leave Bank

1. The Extended Sick Leave Bank is designed to provide for salary continuation in the event of a prolonged illness. In order to be eligible to use this time, the employee must be out of work for a period of three (3) scheduled workdays or twenty-four scheduled hours, whichever is less before the Extended Sick Leave may be utilized. The three (3) day waiting period or twenty-four scheduled hours, whichever is less will be waived for nurses who have begun an inpatient hospitalization as of the first day of the waiting period, or whose absence from work as of the first day of the waiting period is because of a worker's compensation-related injury.
2. During the first three (3) scheduled days of an illness or twenty-four scheduled hours, whichever is less, time will be paid from the employee's Earned Time bank (provided the hours are accrued and available). After the deductible period, whether or not paid from Earned Time, subsequent payment will come automatically from the Extended Sick Leave bank, until that has been exhausted.

Following usage of all extended Sick Leave hours, Earned time will again be utilized until that time is exhausted (unless, at the option of the employee, there is an election to retain up to two (2) weeks of regularly scheduled hours in the Earned Time bank).

3. The Extended Sick Leave bank provides protection against loss of pay due to personal illness, therefore there will be no payment (or cash-in) for Extended Sick Leave not used. Upon termination, all hours in the Extended Sick Leave bank will be forfeited. The maximum accrual in the Extended Sick Leave bank is sixty (60) days (four hundred eighty (480) hours) for full time employees (prorated for part-time employees).
4. All employees (regardless of the length of service) will accrue extended sick leave in accordance with the attached schedules.

E. "Cash-In" of Earned Time

1. The main purpose of the Earned Time Program is to provide paid time off. However, employees who have accumulated sufficient Earned Time may cash in some time if certain guidelines are met. Earned Time may be cashed in at 100% of the employee's current straight time hourly rate, as long as the equivalent of three (3) weeks scheduled hours remain in the employee's account after payment.
2. An employee may only exchange Earned Time for cash once during each fiscal year, although cash-in may occur at any time during the fiscal year. The maximum amount that an employee may cash-in cannot exceed the amount of the employee's regular weekly scheduled hours. This means that the maximum amount that a full-time employee may cash-in is forty (40) hours per fiscal year.

F. Definitions

"Regularly scheduled hours: will be defined as those hours previously authorized and approved by the Department Director and duly recorded on a Personnel Action Form (PAF) or Personnel Requisition maintained in the employee's personnel record.

G. Conditions on Calling in for Unscheduled Use of Earned Time and Use of Extended Sick Time

In order to be eligible for Unscheduled Earned Time or use of the Extended Sick Leave Bank, a nurse working the second or third shift must call in to the supervisor at least two (2) hours before the beginning of the shift unless there are circumstances beyond the control of the nurse; a nurse working the first shift must call in to the supervisor at least one and a half (1½) hours before the beginning of the shift unless there are circumstances beyond the control of the nurse.

H. Appendix B sets forth earned time accrual rates.

ARTICLE VIII

INSURANCE

Section 1. Health Insurance (Nurses Working at Least Thirty (30) Hours)

Full-time and part-time nurses who average thirty (30) or more hours per week on a regular basis may subscribe for coverage in the Hospital's HSA Saver health insurance program. The Hospital shall pay seventy-five percent (75%) of the cost of individual coverage in the HSA Saver health insurance program, or it shall pay seventy-five percent (75%) of the cost of the premium for family coverage. The Hospital reserves the right, at its discretion, to substitute for the current health carriers, a different carrier or carriers, a different health insurance policy or policies, a non-profit plan or organization or a self insurance plan or a combination of any or all of the above, provided that the benefits remain comparable to those currently provided in its group HMO or PPO insurance programs. Effective October 1, 2013 the Hospital shall pay the same dollar amount for the cost of individual coverage in HMO Blue NE or the same dollar amount for the cost of 2 person or family coverage in HMO Blue, as it pays for HSA Saver health insurance. Full time and part-time nurses working at least thirty (30) hours per week electing HMO Blue NE will make up any difference in cost. The Hospital will administer features of the HSA Saver health insurance program, as follows:

1. The Hospital will automatically fund an employee's HSA in the amount of \$250/Individual or \$500/2 Person or Family in each year of a nurse's participation in the HSA Saver health

insurance program; Effective October 1, 2013 the Hospital will prefund an employee's HSA in the amount of \$375/Individual or \$750/2 person or family each year of a nurse's participation in the HSA Saver health insurance program, assuming that the nurse has satisfied at least one other health metric.

2. The Hospital will fund an employee's HSA \$250/Individual or \$500/2 Person or Family for each of the four metrics (non smoker, BMI, blood pressure, cholesterol) satisfied by an employee (the total amount of funding of an employee's HSA by the Hospital, including the automatic funding and the funding for each metric, will be \$1,000/Individual or \$2,000/2 Person or Family);
3. The Hospital will maintain the four metrics as currently set forth above in the HSA Saver health insurance program;
4. Satisfaction of a metric will depend on the employee who is a subscriber in the HSA Saver health insurance program and will not be based on whether or not another individual who is covered by the program can satisfy them.
5. For the first three months of the first year of the HSA Saver health insurance program, a nurse, in addition to the amount of earned time that she is otherwise entitled to cash-in, may cash in earned time in an amount up to \$250/Individual or \$500/2 Person or Family, in order to fund her or his HSA.

The Hospital's current co-pays, reimbursements, etc., are shown in Appendix D of the Agreement. If the Hospital intends to make changes in what is shown in Appendix D, it first will give timely notice to the Association and provide an opportunity for it to meet and discuss such changes; the Hospital will include in such discussion any input and information provided to it by its health insurance consultants.

Section 2. Health Insurance (Nurses Working Less Than Thirty (30) Hours)

Part-time nurses who average at least twenty (20) hours but less than thirty (30) hours per week on a regular basis may subscribe to the HSA Saver health insurance plan referred to above as follows: the Hospital shall pay fifty five percent (55%) of the cost of individual coverage, or it shall pay thirty five percent (35%) of the cost of family coverage. Part-time nurses who average at least twenty (20) hours but less than thirty (30) hours per week on a regular basis may subscribe to the HMO Blue health insurance plan referred to above as follows: the Hospital shall

pay fifty percent (50%) of the cost of individual coverage, or it shall pay thirty percent (30%) of the cost of family coverage. Effective October 1, 2013 the Hospital shall pay the same dollar amount for the cost of individual coverage in HMO Blue NE or the same dollar amount for the cost of 2 person or family coverage in HMO Blue, as it pays for HSA Saver health insurance. Part-time nurses electing HMO Blue NE will make up any difference in cost.

Section 3. Effective Dates

Sections 1 and 2 above shall be effective October 5, 2008. Article VIII, Sections 1 and 2 of the 2005-2007 Agreement shall continue in effect through October 4, 2008.

Section 4. Hospital Services

The Hospital will continue and publish its present employee discount plan for both inpatient and outpatient Hospital services provided at Anna Jaques Hospital.

Section 5. Examinations, Emergency Treatment, Tests

All newly hired nurses shall have a pre-employment physical examination. All nurses 45 years or more may on request have a physical examination annually. All other nurses may on request have a physical examination every three (3) years. The physical examination shall be at no charge to the nurse unless she chooses to use her own personal physician. If the nurse elects to have her own physician perform the physical examination, she shall have the responsibility of having a complete report of the examination filed with the Hospital. Emergency treatment of any illness or accident occurring while on duty shall be provided through the health office of the Hospital. Each nurse may on request have a chest X-ray annually, which shall be provided at no cost to the nurse. Routine laboratory tests required by State and Federal regulations for nurses assigned to specific areas of the Hospital shall be provided on a periodic basis at no charge to the nurse.

Section 6. Workmen's Compensation

The Hospital shall insure each nurse under the Workmen's Compensation Law of the Commonwealth of Massachusetts. A nurse may draw upon her unused paid sick leave accumulation to make up the difference between her compensation payment and her regular wages.

Section 7. Life Insurance

Eligible full-time nurses (24 hours or more) employed on June 1 of any calendar year during the term of this Agreement shall be insured in an amount equivalent to their annual salary as of that date, exclusive of differentials. There shall be established one entry date during each twelve-month period thereafter.

Section 8. Flexible Spending Program

The Hospital will make available to bargaining unit employees its flexible contribution, dependent care reimbursement and medical expense reimbursement programs on the same terms and conditions as they are offered to non-bargaining unit employees.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. General

Nurses with one or more years of continuous service with the Hospital may request a leave of absence without pay. Requests for maternity and personal illness leave of absence or leave for critical illness or death in the immediate family will be considered after successful completion of a nurse's probationary period.

A. Requests for leave of absence shall be made in writing to the Chief Nursing Officer or her designee and whenever possible, shall be made in advance of the proposed effective date. Requests should indicate the reason for the leave, length of time desired, and the proposed effective date of the leave of absence. It will be the responsibility of the nurse to contact the Personnel Office in advance of the proposed effective date of the leave to discuss the effect of the leave on health insurance coverage and other benefits.

B. If a leave of absence is approved, the nurse is expected to return promptly at the end of such leave unless the leave is extended by permission of the Chief Nursing Officer or her designee. Failure to return at the end of such a leave will cause immediate termination of employment unless such failure to return, or to have given appropriate and timely notice of an inability to return, is due to circumstances beyond her control. Termination of employment will also result if the nurse accepts employment while on a leave of absence without the express consent of the Chief Nursing Officer or her designee.

C. While on an approved leave of absence, the nurse will accrue service toward employee benefits for the first ninety (90) days of the leave. No accrual of service beyond ninety (90) days will be permitted. The Hospital will continue medical insurance coverage for up to ninety (90) days provided the nurse prepays any portion of the premium that may be due from her. Nurses on an approved leave of absence may maintain membership in the Hospital's medical insurance plan beyond the period of continued benefits by making arrangements with the Personnel Office to pay the total premiums.

D. Holiday benefits will not be paid for any holiday that occurs during an unpaid leave of absence.

E. A nurse on leave of absence will not be required to use her accumulated vacation days unless her leave exceeds thirty (30) days. Under no circumstances will she be required to use her accumulated vacation days when absent due to Workmen's Compensation. Upon returning from a leave of absence a nurse must wait a period of four (4) months before being eligible to take any vacation time off.

Section 2. Reasons for Leave of Absence

Leave of absence will be granted to eligible nurses for reasons and under circumstances as follows:

Article 9.2A:

A. Critical Illness or Death in the Immediate Family: A leave of absence shall be granted to eligible nurses whose presence is required as a result of critical illness or death in the immediate family for a period of up to 90 days, such leave to begin on the first day of absence, regardless of whether such leave is paid or not. Upon return from such a leave within 90 days the nurse will be reinstated to her former position and department; if the nurse does not return within 90 days she will not be guaranteed reinstatement to her former position and department, but will have to apply for a vacant position for which she is qualified.

B. Educational: The Hospital may allow a nurse a leave of absence without pay for up to twelve (12) months for educational purposes. Upon return from such leave of absence, she shall be reinstated to her former position and department if such position is vacant and the nurse remains qualified for it.

C. Industrial Accident: A leave of absence will be granted to a nurse who is absent because of an industrial accident. Upon return from such leave within six months, the nurse

shall be guaranteed reinstatement to her former position and department. Upon return from such a leave after six months, and if the former position and department are not available, she shall be assigned to a similar position for which she is qualified and will be given the first opportunity to return to her former position.

D. Maternity: Whenever a nurse shall become pregnant, she shall furnish the Hospital with a certificate from her physician stating the expected date of her delivery. She shall be permitted to continue to work provided her physician certifies that she is able to continue working up to the date of delivery. If her physician certifies that she is unable to continue working, she shall be eligible for a leave under (F) below. Maternity leave will be granted for a period of up to 90 days beginning with the first day of absence, regardless if such leave is paid or not. Upon return from such a leave within 90 days the nurse will be reinstated to her former position and department; if the nurse does not return within 90 days she will not be guaranteed reinstatement to her former position and department, but will have to apply for a vacant position for which she is qualified

E. Military: A nurse who enters the military service shall be deemed to be on a leave of absence and shall be reinstated to her former position and department when she returns to active employment within ninety (90) days after discharge from military service. If a nurse is a member of the military reserve of the United States or a member of the National Guard and attends regular military training camps, she shall be given the necessary time off from work for such training up to a maximum of two (2) weeks per calendar year. In addition she shall be paid the difference between her regular earnings and the military pay and allowances, if any, provided she provides the necessary documentation from her commanding officer.

F. Personal Illness: A leave of absence for up to 90 days may be granted to eligible nurses who are absent for personal illness, regardless if such leave is paid or not. Upon return from such leave within ninety (90) days, the nurse shall be reinstated to her former position and department; if the nurse does not return within 90 days she will not be guaranteed reinstatement to her former position and department, but will have to apply for a vacant position for which she is qualified. If the nurse returns within thirty (30) days from an absence due to a personal illness, she shall not be subject to this provision.

G. Other Leaves of Absence: Leaves of absence for reasons other than the above may be granted to nurses for good and sufficient reason. In the event such leaves are granted, the nurse shall be reinstated to her former position and department upon return from such a

leave if such position is vacant and the leave of absence does not exceed 120 days. In the event that the position and department is not available, the nurse shall be assigned to a similar position for which she is qualified and will be given the first opportunity to return to her former position.

ARTICLE X

MISCELLANEOUS

Section 1. Reduction in Force

- i) A. In the event of a layoff due to lack of work or other legitimate reason, the Hospital shall layoff, first, any temporary or probationary nurses, and then the least senior nurses, by classification on the shift and in the unit where the layoff is to occur, subject to their qualifications to perform the available work. Nurses with seniority who are laid off shall have the following options:
 - (1) Nurses may assume a vacant position for which they are qualified; in such a situation Article XI, Section 2 "Vacancies" shall not be effective.
 - (2) Such nurses may, in order of their seniority, with the most senior have the first option, bump a less senior nurse in the Hospital, with the same hours (plus or minus eight (8) hours) in the same or next lower classification, provided they are qualified to perform the work in question with a reasonable amount of orientation.
 - (3) Such nurses may accept the layoff and receive severance benefits up to a maximum amount of eight (8) weeks and otherwise on the same terms and conditions as the Hospital may offer non-bargaining unit employees, except that if the nurse is recalled in less than eight (8) weeks' severance payments will cease as of the date the nurse returns to work. Nurses who have been affected by bumping may exercise the same three options.

The Hospital shall give the Association and the nurses to be laid off as much notice thereof as is possible in the circumstances but not less than fifteen (15) days during which time the parties shall meet and confer relative to the use of alternate procedures. If no alternate procedure is agreed upon, the layoff shall proceed as described above. Nurses shall exercise their options within forty-eight (48) hours of

receiving the layoff notice, but all bumping must be completed within seven (7) days if up to twenty (20) nurses are affected by the initial layoff, and within fourteen (14) days if more than twenty (20) nurses are affected by the initial layoff. If the nurse opts to fill a vacant position or successfully bumps, she must assume the same hours and the same shift as those required in the vacant position or that were worked by the nurse who was bumped, and she must continue in that new position for at least six months.

B. Recall from layoff shall be according to seniority, with the most senior nurse being recalled first to her same or next lower classification, provided the nurse is qualified to perform the available job. A nurse may remain on a recall list and retain and accumulate seniority for a period of one (1) year, but she will be expected to return to work in the first available position offered to her for which she is qualified provided that it is on the same shift and for the same hours as her position from which she was laid off. In the event the nurse returns to a different unit from that in which she was laid off, she will be given the first opportunity to return to her old unit.

C. During a period of layoff any vacant positions shall be offered first to nurses on the recall list, provided any conditions specified in subparagraph B above have been satisfied; second, to nurses who have been displaced as a result of a layoff and who have obtained positions elsewhere in the Hospital; and third, they shall be posted as normal vacancies pursuant to Article XI, Section 2 of this Agreement.

D. Seniority under this section will be based on the nurse's date of employment in a position covered by this agreement.

E. The following departments constitute the "departments of the Hospital for purposes of effectuating this section: Birth Center, Neonatal Care Center, Intensive Care Unit, Newburyport 5 Unit, Cardiology, Cardiac Rehab, Cardiac Cath Lab, PAT, Operating Room, APR, Pediatrics, Emergency Department, Arakalian Unit, Institution for Savings Unit, Recovery Room, including Surgical Day and Pre-op, Float Pool, Nursing Education, Psychiatric Services, Occupational Health Services, Wound Healing Center, Clinics, Case Management

F. Any nurse who has elected to be laid off pursuant to option 3, shall be entitled to receive previously approved tuition reimbursement for courses that were taken at the time of

the nurse's layoff, provided the nurse satisfies all other conditions related to receive a tuition benefit.

G. At the time the Hospital provides notice of a layoff to the Association and to the nurses who will be laid off, it shall prepare a current vacancy list as well as a current seniority list showing each bargaining unit nurse by name, classification, seniority date, unit, shift and hours.

Section 2. Visitations

Authorized representatives of the Association may visit the Hospital at any reasonable time for the purpose of discharging the Association's duties as the collective bargaining representative. Such Association representative shall at the time of calling at the Hospital, give notice of her presence to the Chief Nursing Officer or her designated representative. Such visits shall not interfere with the normal operations of the Hospital.

Section 3. Discipline

No nurse shall be disciplined or discharged except for just cause provided that a nurse may be terminated during her probationary period without recourse by the nurse or the Association. The Hospital shall show a nurse all formal disciplinary records such as oral or written warnings and allow her the opportunity to countersign such records; if the Hospital does not show the nurse a formal disciplinary record, it will not use such document in any future disciplinary proceedings.

Section 4. Orientation

Every newly hired nurse will participate in an orientation program. The Hospital may assign registered nurses to act as preceptors and provide orientation to nurses new to the unit. Preceptors will be provided appropriate training to perform in their role and paid one dollar and fifty cents (\$1.50) per hour for all time spent in orienting. Registered nurses must volunteer to act as a preceptor prior to their being trained. The Hospital will take into consideration a nurse's patient assignment when she or he is assigned to act as a preceptor.

Section 5. Bulletin Boards

The Hospital will provide bulletin board space for posting Association notices. All notices shall be subject to approval by the Director of Personnel, which approval shall not be unreasonably withheld. The Association Chair shall be provided with a key to the bulletin board.

Section 6. Bereavement

When a death occurs in a nurse's immediate family, absence from otherwise scheduled working time with pay will be permitted for a period up to one week of her/his regular worked time within seven (7) days from the date of the death; the Vice President for Human Resources, or in his absence the Chief Nursing Officer, shall have discretion to allow a bereaved employee to take up to the time allowed in a time and manner appropriate to the circumstances. For the purposes of this Section, 'immediate family' is defined as: spouse, significant other living in the same household, children, father, mother, foster parents and foster children, sister, brother, mother-in-law, father-in-law, grandchildren, paternal and maternal grandparents of the nurse.

Section 7. Jury Duty

If a nurse is required to perform jury duty she will be paid the difference between jury duty pay and her regular wages based on the straight time hourly rate received from the Hospital. The nurse shall submit a civic pay voucher to obtain payment of wages.

Section 8. Educational Programs

A. The Hospital encourages the continual education of its employees to supplement the practical training experience acquired during working hours. Lectures, movies and conferences periodically scheduled may be attended by all nurses, subject to scheduling and the approval of the Department of Nursing and they shall be paid at the straight time hourly rate of pay unless overtime is involved, including nurses attending such educational programs during off duty time. Nurses who are assigned by the Hospital to attend seminars, lectures, assemblies, etc., outside of the Hospital will be paid at the regular rate of pay not including shift or weekend differential. Transportation cost for such Hospital travel shall be reimbursable, with mileage at the IRS rate in effect October 1. Attendance at any educational program which results in

reimbursement to a nurse as set forth above must be approved in advance by the Chief Nursing Officer or her designee.

B. A nurse may request to attend educational seminars, workshops, etc., per year. Nurses shall receive two (2) paid days off per year for time spent at such educational seminars, workshops, etc. The Hospital will assume the cost for such programs so long as the total is no more than three hundred seventy five dollars (\$375.00), and it will reimburse mileage travel expenses at the IRS rate in effect on October 1 up to a maximum of fifty dollars (\$50.00), which amount may be increased in the discretion of the Vice President; plus parking and tolls. A nurse must receive advance approval from her supervisor for attendance at such programs, and if her attendance at the first program occurs during normally scheduled hours she will be paid at her straight hourly rate of pay.

C. The Hospital shall reimburse nurses for the cost of all programs/certifications and recertifications required for their position. (Examples include but are not limited to, ACLS, TNCC, PALS and NRP). Nurses shall be paid for time spent at such programs.

Section 9. Tuition Reimbursement

Nurses working at least sixteen (16) hours per week will be reimbursed for tuition paid for courses related to the nurse's position, or for fees paid to take nursing certification examinations, or for fees paid for challenge examinations taken as part of, or in order to matriculate for, a program leading to a bachelor's degree in nursing, up to a maximum of one-thousand five hundred dollars (\$1,500.00) per nurse per year or; for full-time nurses, up to a maximum of two thousand dollars (\$2,000.00) per nurse per year. Fees, books and lab fees shall be included as part of tuition reimbursement costs. In order to qualify for the full-time benefit, the nurse must retain her status as a full-time employee throughout the period of time she takes the course or examination in question. Reimbursement will be paid only if (a) the nurse has completed one year of continuous employment prior to registration for the course or courses or examination; (b) the course or examination has been approved in advance by the Chief Nursing Officer or her designee; (c) evidence of a satisfactory completion, e.g. transcript of grades or certification, is presented to the Hospital by the nurse after completion of the course or examination. Requests for reimbursement must be made in writing to the Chief

Nursing Officer or her designee. Reimbursements will be credited to the calendar year in which the course or examination has been taken, provided that evidence of satisfactory completion has been received by the Hospital no later than January 31 of the following calendar year.

Section 10. Discrimination

Neither the Hospital nor the Association will discriminate against any nurse or applicant for employment because of race, color, creed, sex, age, national origin, marital status, sexual orientation, or handicap.

Section 11. Professional Liability Insurance

Nurses will continue to be covered by a professional liability insurance plan in the amount of \$ 100,000/\$300,000, which is paid for by the Hospital.

Section 12. Pension Program

The Hospital shall continue its present defined benefit pension program and shall continue to pay the entire cost of this plan only for those nurses employed by it as of September 30, 2006. All nurses hired on and after October 1, 2006 shall be eligible to participate in the Hospital's 403(b) pension program on the same terms and conditions that apply to non-bargaining unit employees.

Section 13. Coffee Break

There shall continue to be a fifteen (15) minute paid coffee break on each shift.

Section 14. Notice of Change

A one (1) month written notice shall be given prior to change of Management Policy.

Section 15. Evaluations

There shall be one standard evaluation form per nursing unit; nurses will be evaluated at least annually.

Section 16. Exit Interview

A nurse who terminates employment with the Hospital will be granted an opportunity for an exit interview with the Director of Personnel or designee prior to the nurse's date of termination, at which time the nurse's personnel record may be reviewed.

Section 17. Savings Plans

Effective January 5, 1992, the Hospital will increase its matching contribution to the Savings Plan up to two percent of the base salary for those nurses who make appropriate contributions to the plan. In all other respects the Hospital retains the same rights concerning the savings plan benefit that it had prior to January 5, 1992. Bargaining unit nurses regularly scheduled to work a minimum of 16 hours per week shall be eligible to participate in the Hospital's Savings Plan; however, to be eligible for the Hospital's match, such nurses must have worked a minimum of 1000 hours in the appropriate plan year. The Hospital shall provide for automatic adjustment of contributions when a nurse's wages increase.

Section 18. Flexible Benefit Program

Effective no later than the next regular open enrollment period, the Hospital shall offer its flexible benefit program to registered nurses on the same terms and conditions upon which the Hospital makes the program available generally to non-bargaining unit employees; the Hospital reserves the right to make changes in the terms and conditions of the program after notice of them has been provided to the MNA, with the following exception: Article VI, "Health and Welfare," Sections 1 and 2, and Article VIII, Section 12, "Pension Program," and Section 17, "Savings Plan", which shall continue for the duration of the contract.

Section 19. Legal Cooperation

Nurses must comply with directions to cooperate with Hospital counsel in connection with legal proceedings; nurses who do not meet with counsel at times and in a manner reasonably convenient for the parties will assume any additional costs and expenses in doing so. Nurses who are required to give testimony in an adjudicatory proceeding due to a matter arising out of her/his employment shall be compensated at the appropriate rates and shall not suffer any loss of bonus pay. Nurses who testify will receive mileage at the IRS rate in effect on October 1.

Section 20. Miscellaneous

When a nurse is required to stay out of work by the Hospital due to illness that is suspected to be communicable, the nurse shall suffer no loss of pay if cleared to return to work by the Hospital's Occupational Health Services or the Emergency Department/Fast Track when Occupational Health Services is closed, and such time shall not be deducted from the Nurse's sick or earned time.

ARTICLE XI

SENIORITY

Section 1. Definition; Reinstatement

Seniority means length of continuous employment from the last date of hire by the Hospital in a position covered by this Agreement. There shall be one seniority list for full-time and part-time nurses. A nurse shall acquire seniority after completing her probationary period and her seniority will then date from the date of hire. If a nurse terminates employment in good standing and within thirty (30) calendar days returns to work at the Hospital or if she returns to work following termination and she has worked in a per diem capacity for a ninety (90) day uninterrupted period in the interim and has satisfied all of the requirements set forth in the Per Diem side letter, , she shall be reinstated without loss of seniority from her most recent date of hire and with reinstatement of her sick leave and other benefits, if a position is available for which she is qualified. The Hospital will endeavor to return her to her former position if such position is available and she is qualified to perform the work. In the event of any combination of nurses from separate Association bargaining units, including the transfer of nurses from one bargaining unit to another, as the result of a sale, transfer, merger, acquisition, affiliation, consolidation, or otherwise, the seniority of the nurses shall be dovetailed with that of the nurses in the Hospital Bargaining Unit.

Section 2. Vacancies

Vacancies in all positions shall be posted on the appropriate bulletin boards in HR and outside the cafeteria for a period of ten (10) calendar days; all vacancies will also be listed on the Hospital's website. Any nurse interested in said vacancy must make written application to

the Chief Nursing Officer or her designee within the ten (10) day period. Positions shall be filled on the basis of qualifications and where qualifications are relatively equal, seniority shall be the determining factor in filling said position. Seniority under this section will be based on the nurses' date of employment in a position covered by this Agreement. All applicants for a position shall be notified promptly of decisions. A nurse who as a result of a successful bid on a vacancy transfers from one department to another, or who is promoted to another position, shall be considered to be probationary for the first ninety (90) days in the new position only insofar as her performance in the new position is concerned. If unable to meet the job requirements of the new position, the nurse will be given the first opportunity to transfer to her former position and department if available, or if her former position and department is not available she shall be given the first available position for which she is qualified. If no position is available the nurse shall be laid off and placed on the recall list. Nurses who have been employed by the Hospital for less than six (6) months are not eligible to bid on vacancies in positions within the bargaining unit unless they are bidding on a position within their unit and they have completed their probationary period as a new hire at the time of their bid. A nurse who has successfully bid on a position within the bargaining unit may not bid on another position for a period of six (6) months, unless she is bidding on a position within her unit and she has satisfied the ninety (90) day probationary period set forth in this paragraph.

Section 3. Loss of Seniority

Seniority and re-employment rights shall be lost by:

- (a) resignation;
- (b) discharge for just cause;
- (c) failure to return, or to have given appropriate and timely notice of an inability to return, on time from approved leave of absence unless due to circumstances beyond her control;
- (d) failure to return to work when called from layoff within two (2) weeks after notice by registered mail to the nurse's last known address, unless the nurse within such period of time notifies the Hospital of her intention to continue on a recall status for the balance of time remaining to her, as set forth in Section 3(e) of this Article;
- (e) failure to be called from lay off for a period no greater than one (1) year.

Section 4. Resignation

Nurses shall give at least four weeks' notice of resignation unless they are unable to do so because of circumstances beyond their control in which case they shall give as much notice as they reasonably can.

ARTICLE XII

GRIEVANCE AND ARBITRATION

Section 1. Committees

A. There shall be a Labor/Management committee consisting of members of the Association bargaining committee (including the Chair, Secretary and Treasurer of the Unit) and members from management (including the Chief Nursing Officer and Vice President/Human Resources) which will meet monthly except in the months of July and December to discuss matters of mutual interest and concern. Items to be discussed at the meetings must be presented in a proposed agenda at least one week before the meetings. The Association's Associate Director assigned to the Bargaining Unit may attend such meetings. Minutes of the meeting will be kept. Up to three members of the bargaining committee will be identified by the Association to participate in Labor/Management committee meetings and who will be eligible to receive compensation by the Hospital. The Hospital will pay such individuals up to two hours in the Labor/Management meetings either as release time or paid time.

B. There shall be a committee consisting of two (2) registered nurses from the bargaining unit and two (2) representatives from management, which will meet every other month to monitor the manner and frequency of mandatory overtime, and to make recommendations, as may be mutually agreed upon, to effect changes in the utilization of mandatory overtime.

Section 2. Grievance

Any complaint involving the interpretation or application of the Agreement shall be deemed a grievance and must be initiated in writing under the procedures provided herein within thirty (30) business days after the facts or events occurred which the nurse or Association should have reasonably known about except those grievances involving discipline shall be initiated within ten (10) business days of the imposition of said discipline.

Step 1 - There shall be a meeting between the nurse involved, a member of the Nurses' Committee and the immediate supervisor who shall respond within five (5) business days. If the grievant is not satisfied with the decision of the immediate supervisor, the grievance shall be submitted within five (5) business days thereafter to the Chief Nursing Officer or her designee. In any event a nurse may proceed automatically to the next step if no decision is rendered within ten (10) business days of the submission of the grievance at this step.

Step 2 - There shall be a meeting between the nurse involved, a member of the Nurses' Committee, and the Chief Nursing Officer. The Chief Nursing Officer shall give her decision in writing within five (5) business days after the meeting. In any event a nurse may proceed automatically to the next step if no decision is rendered within ten (10) business days of the submission of the grievance at this step.

Step 3 - There shall be a meeting between the nurse involved, a member of the Nurses' Committee, a representative of the Association and the Administrator or his designee. The Administrator or his designee shall give his decision in writing within ten (10) business days after the meeting. In any event a nurse may proceed automatically to the next step if no decision is rendered within fifteen (15) business days of the submission of the grievance at this step.

Section 3. Arbitration

If the grievance is not resolved in the foregoing sections of this Article, either party may submit the matter to arbitration within thirty (30) calendar days after the expiration of the time limit set forth in Step 3. The party desiring arbitration shall notify the other party and they shall thereupon attempt to agree upon an arbitrator. In the event that the parties cannot reach agreement, the grievance shall be submitted to the American Arbitration Association under its voluntary labor arbitration rules and regulations. The decision of the arbitrator shall be final and binding on all of the parties. The cost of the arbitration assessed by the American Arbitration Association and the arbitrator shall be borne equally by the parties.

During the term of this Agreement either party has the option to refer a case to the Labor Relations Connection (LRC) instead of the American Arbitration Association, in accordance with the rules of the LRC; both parties must affirmatively agree to continue this option beyond the term of the Agreement.

Section 4.

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

Section 5.

The Hospital or the Association shall have the right to file a grievance which grievance shall be instituted at Step 3.

Section 6.

The time limits contained in this Article may be modified by mutual agreement of the parties.

ARTICLE XIII
STRIKES AND LOCKOUTS

Section 1.

The Association agrees there shall be no strike of any kind whatsoever, including without limitation, a sympathy strike or unfair labor practice strike, work stoppage, sick out, sit down, sit in, or slow down, or threat of any such action during the life of this agreement.

Section 2.

The Hospital agrees that there will be no lockout during the life of this Agreement.

ARTICLE XIV
MANAGEMENT RIGHTS

The Association recognizes the right of the Hospital to operate and manage the Hospital. Without limiting the generality of the foregoing, the Hospital reserves to itself, subject only to any express provisions of this Agreement, the management of the Hospital, the right to determine the hours, schedules, and assignments of work and work tasks, to require reasonable standards of performance and the maintenance of discipline, order and efficiency, the determination of medical and nursing care standards, operational and other policies, the determination of methods and procedures, the direction of the nurses and the assignment of work, the right to hire, transfer, and promote, and to discharge, suspend, demote, or otherwise discipline employees for just cause, the right to lay off nurses for lack of work or for other

reasons and to recall nurses, the right to require reasonable overtime work, and the right to promulgate and enforce all reasonable rules relating to operations, safety measures and other matters providing however, that in the exercise of the foregoing rights of management the Hospital agrees that it will not violate the specific provisions of this Agreement.

ARTICLE XV

HEALTH AND SAFETY

Section 1. Safety Committee

The Hospital agrees to have 3 representatives from the collective bargaining unit sit on the Hospital Safety Committee. The three representatives from the collective bargaining unit will be selected by the Association. Reasonable efforts will be made to allow the nurses release time to attend the meetings. Further, the Hospital agrees that employee safety will be standing agenda item at Safety Committee meetings.

Section 2. Bloodborne Standards; Infection Control Committee

The Hospital agrees to maintain a prevention program and provide training that complies with OSHA's Bloodborne Standard and Compliance Directive. The Hospital agrees to have at least 2 representatives from the collective bargaining unit sit on the Infection Control Committee. One of these representatives will be the Employee Health Nurse. Reasonable efforts will be made to allow the nurses release time to attend the meetings.

Section 3. Workplace Violence Policy

"Workplace Violence" is defined as physical assault, threatening behavior or verbal abuse occurring in the work setting (NIOSH). The Hospital recognizes the potential for workplace violence and recognizes its responsibility to provide a safe environment for employees, patients, medical staff and visitors. To meet this responsibility the Hospital has established and implemented a number of initiatives including, but not limited to, a mechanism to address nursing involvement in policy development of security measures (Safety Committee), staff education in the recognition, avoidance and diffusion of potentially violent situations, professional debriefing of hospital personnel exposed to in-hospital violence with options for further counseling, the use of trained security personnel and structural/environmental deterrents and barriers against acts of violence. Recognizing that strategies to maintain a "zero tolerance"

environment implies continual change, the Hospital Safety Committee carries the authority to ensure implementation of safety policies, evaluate their effectiveness and change policies or practices as needed. Further, the Hospital recognized and supports the individual nurse's right to notify the police if he/she has been assaulted as well as the Hospital's obligation to work collaboratively with outside agencies as appropriate.

Section 4. Ergonomic/Musculoskeletal Injuries

Anna Jaques Hospital recognized ergonomic stressors as "physical demands that have been associated with certain musculoskeletal disorders" (OSHA). The Hospital is committed to recognizing the ergonomic stressors that exist in the hospital work environment and implementing practical measures to control such stressors. To that end, the Hospital agrees to the following strategies as a minimum:

A. Lifting devices shall be readily available. At least one representative from the bargaining committee will sit on the Hospital's Value Analysis Committee (VAC). In addition, the VAC will be required show evidence of 'end user' evaluation of new products purchased for the purpose of assisting in the lifting, moving or transfer of patients prior to purchase. All nurses may make requests for the purchase of additional or different devices for lifting/moving/transferring of patients. Requests may be made in writing to the Vice President of Patient Care. All requests will be responded to in writing.

B. The Hospital will run 'Back Safety' Education programs at least once a year which will provide participants the opportunity to learn about practices and equipment, including patient handling equipment that is effective in preventing musculoskeletal injuries.

C. In all new construction/renovations, an ergonomic assessment will be conducted and presented to the Safety Committee for action.

ARTICLE XVI SCOPE OF THE AGREEMENT

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

ARTICLE XVII
SUCCESSORSHIP

This Agreement shall be binding on any and all successors and assigns of the Hospital, whether by sale, transfer, merger, acquisition, affiliation, consolidation or otherwise. The Hospital shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement.

ARTICLE XVIII

DURATION

This Agreement will be effective as of January 1, 2013 and remain in full force and effect through December 31, 2014 and will continue in effect from year to year thereafter unless written notice of a desire to modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to December 31, 2014 or prior of the start of the first full pay period in November of any year thereafter.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the day and year first written above.

ANNA JAKES HOSPITAL

Delia O'Connor, President and CEO

Stephen F. Salvo, VP of Human Resources

Richard Maki, RN, Chief Nursing Officer

MASSACHUSETTS NURSES ASSOCIATION

Julie Pinkham, RN, Executive Director

Jim Kane, Associate Director,
Labor Action Division

Christine Campbell, Co-Chair

Lisa Cyr Wilmot, Co-Chair

Allison J. Zimmon
Associate Director
Labor Action Division
Massachusetts Nurses Association
Canton Corporate Center
320 Turnpike Street – 2nd Floor
Canton, Massachusetts 02021

Re: Per Diem Nurses

Dear Allison:

This letter will confirm the understanding of the parties respecting the use of per diem nurses. The Hospital wishes to hire per diem nurses in order to supplement and augment present staffing levels. It is the intention of the Hospital to utilize per diem nurses only when patient care dictates. Except to the extent certain provisions of the parties current collective bargaining agreement ("Agreement") are expressly incorporated into this letter, the use of per diem nurses will be governed solely by the following conditions:

1. The Hospital will make reasonable efforts to recruit regular staff nurses to fill posted vacancies. The Association may grieve and arbitrate any claim that the Hospital is utilizing per diem nurses in lieu of making such efforts..
2. The Hospital will not guarantee work to a per diem nurse (i.e. provide regularly scheduled hours of work or days of work), nor will it provide any benefits beyond those specifically set forth in this letter.
3. When called to work, the nurse shall be paid at a straight time hourly rate, to be determined by the Hospital, for all hours actually worked. The nurse will receive appropriate shift and weekend differentials as set forth in the Agreement.
4. The Hospital will not assign a per diem nurse to assume charge nurse duties over a nurse who is regularly assigned to that nursing unit. When a per diem nurse is assigned to work a shift as a charge nurse, the nurse will receive the appropriate differential as specified by the Agreement.
5. A per diem nurse must commit to work a minimum of twenty four (24) hours per month, including one weekend shift, and must work one winter holiday (Thanksgiving Day, Christmas, New Year's Day) and one summer holiday (Memorial Day, July 4, Labor Day) in a calendar year. A per diem nurse who works in the OR or APR must commit to be on call one out of the six winter and summer holidays specified above, as well as one weekend shift in a calendar year. A per diem nurse must agree to rotate her holiday coverage from one year to the next.
6. Per diem nurses may be scheduled to work partial shifts.

7. Per diem nurses may be floated from an assigned unit.
8. Rotation shall not increase as a direct result of the use of per diem nurses.
9. Article I, Section 2 of the Agreement shall apply to per diem nurses except that the Association assumes sole responsibility for collecting dues and/or fees directly from per diem nurses. The Hospital will provide the Association with the names, addresses and dates of hire of per diem nurses, and shall forward such information to the Association (with a copy to the unit chairperson) on a monthly basis.
10. Per diem nurses shall agree to attend a Hospital orientation program.
11. A per diem nurse may utilize the Agreement's grievance/arbitration procedure with respect to any dispute involving the interpretation or application of a provision of this letter.
12. Effective or after November 7, 2011, if a staff nurse with over twenty-five years of service in a regular position with the Hospital changes from her regular position directly to per diem status, the nurse will be red-circled at his or her former rate of pay. The nurse will receive this rate plus applicable differentials when working as a per diem. Once the per diem rate increases to an amount greater than the red-circled rate, the nurse will be paid at the per diem rate for his or her shift.
13. In the event of a lay off during the period of this side letter, the Hospital will not use per diem nurses in lieu of recalling nurses.
14. No regularly scheduled nurse will be floated to make way for a per diem nurse.

This agreement will remain in effect until November 6, 2011, at which time the parties will decide whether the use of such nurses shall continue.

Very truly yours,

Stephen F. Salvo
Vice President of Human Resources

**Category 1 - Staff RN, Case
Manager, Diabetic Teacher,
& Employee Health
Nurse****

Step	Current	1/1/2013 1% ATB	1/1/2014 1% ATB
Step 1 (New Grad Rate)		\$28.88	\$29.17
2	\$30.34	\$30.64	\$30.95
3	\$31.22	\$31.53	\$31.85
4	\$32.20	\$32.52	\$32.85
5	\$33.17	\$33.50	\$33.84
6	\$34.13	\$34.47	\$34.82
7	\$35.16	\$35.51	\$35.87
8	\$36.19	\$36.55	\$36.92
9	\$37.29	\$37.66	\$38.04
10	\$38.42	\$38.80	\$39.19
11	\$39.56	\$39.96	\$40.36
12	\$40.56	\$40.97	\$41.38
13	\$41.57	\$41.99	\$42.41
14	\$42.61	\$43.04	\$43.47
15	\$43.67	\$44.11	\$44.55
16	\$44.75	\$45.20	\$45.65
17	\$47.89	\$48.37	\$48.85
18	\$49.32	\$49.81	\$50.31
19	\$50.80	\$51.31	\$51.82
20	\$52.32	\$52.84	\$53.37
21*	\$52.84	\$53.37	\$53.90

**Category 2 -
Clinical Educator,
Clinical Instructor
(BS)*****

Step	Current	1/1/2013 1% ATB	1/1/2014 1% ATB
1	\$32.31	\$32.63	\$32.96
2	\$33.24	\$33.57	\$33.91
3	\$34.26	\$34.60	\$34.95
4	\$35.26	\$35.61	\$35.97
5	\$36.34	\$36.70	\$37.07
6	\$37.43	\$37.80	\$38.18
7	\$38.54	\$38.93	\$39.32
8	\$39.69	\$40.09	\$40.49
9	\$40.91	\$41.32	\$41.73
10	\$42.12	\$42.54	\$42.97
11	\$43.17	\$43.60	\$44.04
12	\$44.25	\$44.69	\$45.14
13	\$45.35	\$45.80	\$46.26
14	\$46.48	\$46.94	\$47.41
15	\$47.65	\$48.13	\$48.61
16	\$50.98	\$51.49	\$52.00
17	\$52.53	\$53.06	\$53.59
18	\$54.10	\$54.64	\$55.19
19*	\$55.17	\$55.72	\$56.28

Category 3 - Clinical Instructor (MS)*****Per Diem RN Rate**

Step	Current	1/1/2013 1% ATB	1/1/2014 N/A	Current	1/1/2013 1% ATB	1/1/2014 1% ATB
1	\$33.72	\$34.06		\$40.35	\$40.75	\$41.16
2	\$34.74	\$35.09				
3	\$35.78	\$36.14				
4	\$36.87	\$37.24				
5	\$37.97	\$38.35				
6	\$39.12	\$39.51				
7	\$40.27	\$40.67				
8	\$41.51	\$41.93				
9	\$42.74	\$43.17				
10	\$44.01	\$44.45				
11	\$45.13	\$45.58				
12	\$46.25	\$46.71				
13	\$47.42	\$47.89				
14	\$48.59	\$49.08				
15	\$49.82	\$50.32				
16	\$53.32	\$53.85				
17	\$54.90	\$55.45				
18	\$56.55	\$57.12				
19*	\$57.67	\$58.25				

All newly employed nurses will be hired at an appropriate step of the salary schedule for their classification based on their prior experience, training and education as determined by the Chief Nursing Officer or designee.

Part-time nurses will be paid at the hourly rate as indicated above.

*Applies to RNs with 20 years of service at AJH or two (2) years of service at the preceding step.

** An Employee Health Nurse hired before April 17, 2008 will be grandfathered in Category 2. An Employee Health Nurse hired after April 17, 2008 will be placed in Category 1 and paid accordingly to that wage scale.

***A Clinical Instructor hired before April 17, 2008 will be grandfathered in Category 3.

A Clinical Instructor (BS) hired after April 17, 2008 will be placed in Category 2 and paid according to that wage scale.

All Clinical Instructors (MS) will remain in Category 3.

ET ACCRUAL SCHEDULE
Effective January 2013

Probationary - New Hire				Up to 5 Years Service			
Full-Time Status	Hrly Accr	Weekly Accrual	New Maximum Balance	Full-Time Status	Hrly Accr	Weekly Accrual	New Maximum Balance
40	.1230	4.920	255.840	40	.1230	4.920	255.840
39	.1230	4.797	249.444	39	.1230	4.797	249.444
38	.1230	4.674	243.048	38	.1230	4.674	243.048
37.5	.1230	4.613	239.850	37.5	.1230	4.613	239.850
Part-Time Status				Part-Time Status			
36	.0846	3.046	158.371	36	.0846	3.046	158.371
35	.0846	2.961	153.972	35	.0846	2.961	153.972
34	.0846	2.876	149.573	34	.0846	2.876	149.573
33	.0846	2.792	145.174	33	.0846	2.792	145.174
32	.0846	2.707	140.774	32	.0846	2.707	140.774
31	.0846	2.623	136.375	31	.0846	2.623	136.375
30	.0846	2.538	131.976	30	.0846	2.538	131.976
29	.0846	2.453	127.577	29	.0846	2.453	127.577
28	.0846	2.369	123.178	28	.0846	2.369	123.178
27	.0846	2.284	118.778	27	.0846	2.284	118.778
26	.0846	2.200	114.379	26	.0846	2.200	114.379
25	.0846	2.115	109.980	25	.0846	2.115	109.980
24	.0846	2.030	105.581	24	.0846	2.030	105.581
23	.0846	1.946	101.182	23	.0846	1.946	101.182
22	.0846	1.861	96.782	22	.0846	1.861	96.782
21	.0846	1.777	92.383	21	.0846	1.777	92.383
20	.0846	1.692	87.984	20	.0846	1.692	87.984
19	.0846	1.607	83.585	19	.0846	1.607	83.585
18	.0846	1.523	79.186	18	.0846	1.523	79.186
17	.0846	1.438	74.786	17	.0846	1.438	74.786
16	.0846	1.354	70.387	16	.0846	1.354	70.387
15	.0846	1.269	65.988	15	.0846	1.269	65.988

ET ACCRUAL SCHEDULE
Effective January 2013

5-15 Years Service				16 Years Service			
Full-Time Status	Hrly Accr	Weekly Accrual	New Maximum Balance	Full-Time Status	Hrly Accr	Weekly Accrual	New Maximum Balance
40	.1423	5.692	295.984	40	.1462	5.848	304.096
39	.1423	5.550	288.584	39	.1462	5.702	296.494
38	.1423	5.407	281.185	38	.1462	5.556	288.891
37.5	.1423	5.336	277.485	37.5	.1462	5.483	285.090
Part-Time Status				Part-Time Status			
36	.1038	3.737	194.314	36	.1077	3.877	201.614
35	.1038	3.633	188.916	35	.1077	3.770	196.014
34	.1038	3.529	183.518	34	.1077	3.662	190.414
33	.1038	3.425	178.121	33	.1077	3.554	184.813
32	.1038	3.322	172.723	32	.1077	3.446	179.213
31	.1038	3.218	167.326	31	.1077	3.339	173.612
30	.1038	3.114	161.928	30	.1077	3.231	168.012
29	.1038	3.010	156.530	29	.1077	3.123	162.412
28	.1038	2.906	151.133	28	.1077	3.016	156.811
27	.1038	2.803	145.735	27	.1077	2.908	151.211
26	.1038	2.699	140.338	26	.1077	2.800	145.610
25	.1038	2.595	134.940	25	.1077	2.693	140.010
24	.1038	2.491	129.542	24	.1077	2.585	134.410
23	.1038	2.387	124.145	23	.1077	2.477	128.809
22	.1038	2.284	118.747	22	.1077	2.369	123.209
21	.1038	2.180	113.350	21	.1077	2.262	117.608
20	.1038	2.076	107.952	20	.1077	2.154	112.008
19	.1038	1.972	102.554	19	.1077	2.046	106.408
18	.1038	1.868	97.157	18	.1077	1.939	100.807
17	.1038	1.765	91.759	17	.1077	1.831	95.207
16	.1038	1.661	86.362	16	.1077	1.723	89.606
15	.1038	1.557	80.964	15	.1077	1.616	84.006

ET ACCRUAL SCHEDULE
Effective January 2013

19 Years Service				20 Years Service			
Full-Time Status	Hrly Accr	Weekly Accrual	New Maximum Balance	Full-Time Status	Hrly Accr	Weekly Accrual	New Maximum Balance
40	.1577	6.308	328.016	40	.1615	6.460	335.920
39	.1577	6.150	319.816	39	.1615	6.299	327.522
38	.1577	5.993	311.615	38	.1615	6.137	319.124
37.5	.1577	5.914	307.515	37.5	.1615	6.056	314.925
Part-Time				Part-Time			
Status				Status			
36	.1192	4.291	223.142	36	.1231	4.432	230.443
35	.1192	4.172	216.944	35	.1231	4.309	224.042
34	.1192	4.053	210.746	34	.1231	4.185	217.641
33	.1192	3.934	204.547	33	.1231	4.062	211.240
32	.1192	3.814	198.349	32	.1231	3.939	204.838
31	.1192	3.695	192.150	31	.1231	3.816	198.437
30	.1192	3.576	185.952	30	.1231	3.693	192.036
29	.1192	3.457	179.754	29	.1231	3.570	185.635
28	.1192	3.338	173.555	28	.1231	3.447	179.234
27	.1192	3.218	167.357	27	.1231	3.324	172.832
26	.1192	3.099	161.158	26	.1231	3.201	166.431
25	.1192	2.980	154.960	25	.1231	3.078	160.030
24	.1192	2.861	148.762	24	.1231	2.954	153.629
23	.1192	2.742	142.563	23	.1231	2.831	147.228
22	.1192	2.622	136.365	22	.1231	2.708	140.826
21	.1192	2.503	130.166	21	.1231	2.585	134.425
20	.1192	2.384	123.968	20	.1231	2.462	128.024
19	.1192	2.265	117.770	19	.1231	2.339	121.623
18	.1192	2.146	111.571	18	.1231	2.216	115.222
17	.1192	2.026	105.373	17	.1231	2.093	108.820
16	.1192	1.907	99.174	16	.1231	1.970	102.419
15	.1192	1.788	92.976	15	.1231	1.847	96.018

NEW ET ACCRUAL SCHEDULE - SAGP

Probationary - New Hire								Up to 5 Years Service							
Full-Time Status	Current Code	New Code	Hrly Accr	Max Weekly Accrual	Current		Next Plan	Full-Time Status	Current Code	New Code	Hrly Accr	Max Weekly Accrual	Current		Next Plan
					Maximum Balance	New Maximum Balance							Maximum Balance	New Maximum Balance	
40	AGP90	AG040	0.0962	3.848	300	200.096	AG140	40	AGP-1	AG140	0.0962	3.848	300	200.096	AG240
39	AGP90	AG039	0.0962	3.848	300	195.094	AG139	39	AGP-1	AG139	0.0962	3.848	300	195.094	AG239
38	AGP90	AG038	0.0962	3.848	300	190.091	AG138	38	AGP-1	AG138	0.0962	3.848	300	190.091	AG238
37.5	AGP90	AG037	0.0962	3.848	300	187.590	AG137	37.5	AGP-1	AG137	0.0962	3.848	300	187.590	AG237
Part-Time Status								Part-Time Status							
36	AG120	AG036	0.0962	3.848	300	180.086	AG136	36	AGP-1	AG136	0.0962	3.848	300	180.086	AG236
35	AG120	AG035	0.0962	3.848	300	175.084	AG135	35	AGP-1	AG135	0.0962	3.848	300	175.084	AG235
34	AG120	AG034	0.0962	3.848	300	170.082	AG134	34	AGP-1	AG134	0.0962	3.848	300	170.082	AG234
33	AG120	AG033	0.0962	3.848	300	165.079	AG133	33	AGP-1	AG133	0.0962	3.848	300	165.079	AG233
32	AG120	AG032	0.0962	3.848	300	160.077	AG132	32	AGP-1	AG132	0.0962	3.848	300	160.077	AG232
31	AG120	AG031	0.0962	3.848	300	155.074	AG131	31	AGP-1	AG131	0.0962	3.848	300	155.074	AG231
30	AG120	AG030	0.0962	3.848	300	150.072	AG130	30	AGP-1	AG130	0.0962	3.848	300	150.072	AG230
29	AG120	AG029	0.0962	3.848	300	145.070	AG129	29	AGP-1	AG129	0.0962	3.848	300	145.070	AG229
28	AG120	AG028	0.0962	3.848	300	140.067	AG128	28	AGP-1	AG128	0.0962	3.848	300	140.067	AG228
27	AG120	AG027	0.0962	3.848	300	135.065	AG127	27	AGP-1	AG127	0.0962	3.848	300	135.065	AG227
26	AG120	AG026	0.0962	3.848	300	130.062	AG126	26	AGP-1	AG126	0.0962	3.848	300	130.062	AG226
25	AG120	AG025	0.0962	3.848	300	125.060	AG125	25	AGP-1	AG125	0.0962	3.848	300	125.060	AG225
24	AG120	AG024	0.0962	3.848	300	120.058	AG124	24	AGP-1	AG124	0.0962	3.848	300	120.058	AG224
23	AG120	AG023	0.0962	3.848	300	115.055	AG123	23	AGP-1	AG123	0.0962	3.848	300	115.055	AG223
22	AG120	AG022	0.0962	3.848	300	110.053	AG122	22	AGP-1	AG122	0.0962	3.848	300	110.053	AG222
21	AG120	AG021	0.0962	3.848	300	105.050	AG121	21	AGP-1	AG121	0.0962	3.848	300	105.050	AG221
20	AG120	AG020	0.0962	3.848	300	100.048	AG120	20	AGP-1	AG120	0.0962	3.848	300	100.048	AG220
19	AG120	AG019	0.0962	3.848	300	95.046	AG119	19	AGP-1	AG119	0.0962	3.848	300	95.046	AG219
18	AG120	AG018	0.0962	3.848	300	90.043	AG118	18	AGP-1	AG118	0.0962	3.848	300	90.043	AG218
17	AG120	AG017	0.0962	3.848	300	85.041	AG117	17	AGP-1	AG117	0.0962	3.848	300	85.041	AG217
16	AG120	AG016	0.0962	3.848	300	80.038	AG116	16	AGP-1	AG116	0.0962	3.848	300	80.038	AG216
15	AG120	AG015	0.0962	3.848	300	75.036	AG115	15	AGP-1	AG115	0.0962	3.848	300	75.036	AG215

NEW ET ACCRUAL SCHEDULE - SAGP

5-15 Years Service										15 Years Plus Service									
Full-Time Status	Current Code	New Code	Hrly Accr	Max Weekly Accrual	Current		Next Plan	Full-Time Status	Current Code	New Code	Hrly Accr	Max		Current		Next Plan			
					Maximum Balance	New Maximum Balance						Weekly Accrual	Maximum Balance						
40	AGP-2	AG240	0.1154	4.616	360	240.032	AG340	40	AGP-3	AG340	0.1346	5.384	420	279.968	n/a	n/a			
39	AGP-2	AG239	0.1154	4.616	360	234.031	AG339	39	AGP-3	AG339	0.1346	5.384	420	272.969	n/a	n/a			
38	AGP-2	AG238	0.1154	4.616	360	228.030	AG338	38	AGP-3	AG338	0.1346	5.384	420	265.970	n/a	n/a			
37.5	AGP-2	AG237	0.1154	4.616	360	225.030	AG337	37.5	AGP-3	AG337	0.1346	5.384	420	262.470	n/a	n/a			
Part-Time																			
36	AGP-2	AG236	0.1154	4.616	360	216.029	AG336	36	AGP-3	AG336	0.1346	5.384	420	251.971	n/a	n/a			
35	AGP-2	AG235	0.1154	4.616	360	210.028	AG335	35	AGP-3	AG335	0.1346	5.384	420	244.972	n/a	n/a			
34	AGP-2	AG234	0.1154	4.616	360	204.027	AG334	34	AGP-3	AG334	0.1346	5.384	420	237.973	n/a	n/a			
33	AGP-2	AG233	0.1154	4.616	360	198.026	AG333	33	AGP-3	AG333	0.1346	5.384	420	230.974	n/a	n/a			
32	AGP-2	AG232	0.1154	4.616	360	192.026	AG332	32	AGP-3	AG332	0.1346	5.384	420	223.974	n/a	n/a			
31	AGP-2	AG231	0.1154	4.616	360	186.025	AG331	31	AGP-3	AG331	0.1346	5.384	420	216.975	n/a	n/a			
30	AGP-2	AG230	0.1154	4.616	360	180.024	AG330	30	AGP-3	AG330	0.1346	5.384	420	209.976	n/a	n/a			
29	AGP-2	AG229	0.1154	4.616	360	174.023	AG329	29	AGP-3	AG329	0.1346	5.384	420	202.977	n/a	n/a			
28	AGP-2	AG228	0.1154	4.616	360	168.022	AG328	28	AGP-3	AG328	0.1346	5.384	420	195.978	n/a	n/a			
27	AGP-2	AG227	0.1154	4.616	360	162.022	AG327	27	AGP-3	AG327	0.1346	5.384	420	188.978	n/a	n/a			
26	AGP-2	AG226	0.1154	4.616	360	156.021	AG326	26	AGP-3	AG326	0.1346	5.384	420	181.979	n/a	n/a			
25	AGP-2	AG225	0.1154	4.616	360	150.020	AG325	25	AGP-3	AG325	0.1346	5.384	420	174.980	n/a	n/a			
24	AGP-2	AG224	0.1154	4.616	360	144.019	AG324	24	AGP-3	AG324	0.1346	5.384	420	167.981	n/a	n/a			
23	AGP-2	AG223	0.1154	4.616	360	138.018	AG323	23	AGP-3	AG323	0.1346	5.384	420	160.982	n/a	n/a			
22	AGP-2	AG222	0.1154	4.616	360	132.018	AG322	22	AGP-3	AG322	0.1346	5.384	420	153.982	n/a	n/a			
21	AGP-2	AG221	0.1154	4.616	360	126.017	AG321	21	AGP-3	AG321	0.1346	5.384	420	146.983	n/a	n/a			
20	AGP-2	AG220	0.1154	4.616	360	120.016	AG320	20	AGP-3	AG320	0.1346	5.384	420	139.984	n/a	n/a			
19	AGP-2	AG219	0.1154	4.616	360	114.015	AG319	19	AGP-3	AG319	0.1346	5.384	420	132.985	n/a	n/a			
18	AGP-2	AG218	0.1154	4.616	360	108.014	AG318	18	AGP-3	AG318	0.1346	5.384	420	125.986	n/a	n/a			
17	AGP-2	AG217	0.1154	4.616	360	102.014	AG317	17	AGP-3	AG317	0.1346	5.384	420	118.986	n/a	n/a			
16	AGP-2	AG216	0.1154	4.616	360	96.013	AG316	16	AGP-3	AG316	0.1346	5.384	420	111.987	n/a	n/a			
15	AGP-2	AG215	0.1154	4.616	360	90.012	AG315	15	AGP-3	AG315	0.1346	5.384	420	104.988	n/a	n/a			

NEW ET ACCRUAL SCHEDULE - SAGP

Midwife Benefit Accruals

<u>Full-Time Status</u>	<u>Current Code</u>	<u>New Code</u>	<u>Hrly Accr</u>	<u>Max Weekly Accrual</u>	<u>Current Maximum Balance</u>	<u>New Maximum Balance</u>	<u>Next Plan</u>
40	MWV-1	MW140	0.1462	5.848	456.14	304.000	n/a
40	MWV-3	MW340	0.1202	4.800	374.40	250.000	n/a
<u>Part-Time Status</u>							
20	MWV-3	MW320	0.1202	4.800	374.40	125.000	n/a

ET ACCRUAL SCHEDULE INC. HOLIDAYS
Effective January 2014

Probationary - New Hire				Up to 5 Years Service			
Full-Time Status	Hrly Accr	Weekly Accrual	New Maximum Balance	Full-Time Status	Hrly Accr	Weekly Accrual	New Maximum Balance
40	.1230	4.920	255.840	40	.1230	4.920	255.840
39	.1230	4.797	249.444	39	.1230	4.797	249.444
38	.1230	4.674	243.048	38	.1230	4.674	243.048
37.5	.1230	4.613	239.850	37.5	.1230	4.613	239.850
Part-Time				Part-Time			
Status				Status			
36	.1038	3.737	194.314	36	.1038	3.737	194.314
35	.1038	3.633	188.916	35	.1038	3.633	188.916
34	.1038	3.529	183.518	34	.1038	3.529	183.518
33	.1038	3.425	178.121	33	.1038	3.425	178.121
32	.1038	3.322	172.723	32	.1038	3.322	172.723
31	.1038	3.218	167.326	31	.1038	3.218	167.326
30	.1038	3.114	161.928	30	.1038	3.114	161.928
29	.1038	3.010	156.530	29	.1038	3.010	156.530
28	.1038	2.906	151.133	28	.1038	2.906	151.133
27	.1038	2.803	145.735	27	.1038	2.803	145.735
26	.1038	2.699	140.338	26	.1038	2.699	140.338
25	.1038	2.595	134.940	25	.1038	2.595	134.940
24	.1038	2.491	129.542	24	.1038	2.491	129.542
23	.1038	2.387	124.145	23	.1038	2.387	124.145
22	.1038	2.284	118.747	22	.1038	2.284	118.747
21	.1038	2.180	113.350	21	.1038	2.180	113.350
20	.1038	2.076	107.952	20	.1038	2.076	107.952
19	.1038	1.972	102.554	19	.1038	1.972	102.554
18	.1038	1.868	97.157	18	.1038	1.868	97.157
17	.1038	1.765	91.759	17	.1038	1.765	91.759
16	.1038	1.661	86.362	16	.1038	1.661	86.362
15	.1038	1.557	80.964	15	.1038	1.557	80.964

ET ACCRUAL SCHEDULE INC. HOLIDAYS
Effective January 2014

5-15 Years Service				16 Years Service			
Full-Time	Hrly	Weekly	New	Full-Time	Hrly	Weekly	New
<u>Status</u>	<u>Accr</u>	<u>Accrual</u>	<u>Maximum</u>	<u>Status</u>	<u>Accr</u>	<u>Accrual</u>	<u>Maximum</u>
			<u>Balance</u>				<u>Balance</u>
40	.1423	5.692	295.984	40	.1462	5.848	304.096
39	.1423	5.550	288.584	39	.1462	5.702	296.494
38	.1423	5.407	281.185	38	.1462	5.556	288.891
37.5	.1423	5.336	277.485	37.5	.1462	5.483	285.090
Part-Time				Part-Time			
<u>Status</u>				<u>Status</u>			
36	.1231	4.432	230.443	36	.1269	4.568	237.557
35	.1231	4.309	224.042	35	.1269	4.442	230.958
34	.1231	4.185	217.641	34	.1269	4.315	224.359
33	.1231	4.062	211.240	33	.1269	4.188	217.760
32	.1231	3.939	204.838	32	.1269	4.061	211.162
31	.1231	3.816	198.437	31	.1269	3.934	204.563
30	.1231	3.693	192.036	30	.1269	3.807	197.964
29	.1231	3.570	185.635	29	.1269	3.680	191.365
28	.1231	3.447	179.234	28	.1269	3.553	184.766
27	.1231	3.324	172.832	27	.1269	3.426	178.168
26	.1231	3.201	166.431	26	.1269	3.299	171.569
25	.1231	3.078	160.030	25	.1269	3.173	164.970
24	.1231	2.954	153.629	24	.1269	3.046	158.371
23	.1231	2.831	147.228	23	.1269	2.919	151.772
22	.1231	2.708	140.826	22	.1269	2.792	145.174
21	.1231	2.585	134.425	21	.1269	2.665	138.575
20	.1231	2.462	128.024	20	.1269	2.538	131.976
19	.1231	2.339	121.623	19	.1269	2.411	125.377
18	.1231	2.216	115.222	18	.1269	2.284	118.778
17	.1231	2.093	108.820	17	.1269	2.157	112.180
16	.1231	1.970	102.419	16	.1269	2.030	105.581
15	.1231	1.847	96.018	15	.1269	1.904	98.982

ET ACCRUAL SCHEDULE INC. HOLIDAYS
Effective January 2014

17 Years Service				18 Years Service			
Full-Time	Hrly	Weekly	New	Full-Time	Hrly	Weekly	New
<u>Status</u>	<u>Accr</u>	<u>Accrual</u>	<u>Maximum</u>	<u>Status</u>	<u>Accr</u>	<u>Accrual</u>	<u>Maximum</u>
			<u>Balance</u>				<u>Balance</u>
40	.1500	6.000	312.000	40	.1538	6.152	319.904
39	.1500	5.850	304.200	39	.1538	5.998	311.906
38	.1500	5.700	296.400	38	.1538	5.844	303.909
37.5	.1500	5.625	292.500	37.5	.1538	5.768	299.910
Part-Time				Part-Time			
<u>Status</u>				<u>Status</u>			
36	.1308	4.709	244.858	36	.1346	4.846	251.971
35	.1308	4.578	238.056	35	.1346	4.711	244.972
34	.1308	4.447	231.254	34	.1346	4.576	237.973
33	.1308	4.316	224.453	33	.1346	4.442	230.974
32	.1308	4.186	217.651	32	.1346	4.307	223.974
31	.1308	4.055	210.850	31	.1346	4.173	216.975
30	.1308	3.924	204.048	30	.1346	4.038	209.976
29	.1308	3.793	197.246	29	.1346	3.903	202.977
28	.1308	3.662	190.445	28	.1346	3.769	195.978
27	.1308	3.532	183.643	27	.1346	3.634	188.978
26	.1308	3.401	176.842	26	.1346	3.500	181.979
25	.1308	3.270	170.040	25	.1346	3.365	174.980
24	.1308	3.139	163.238	24	.1346	3.230	167.981
23	.1308	3.008	156.437	23	.1346	3.096	160.982
22	.1308	2.878	149.635	22	.1346	2.961	153.982
21	.1308	2.747	142.834	21	.1346	2.827	146.983
20	.1308	2.616	136.032	20	.1346	2.692	139.984
19	.1308	2.485	129.230	19	.1346	2.557	132.985
18	.1308	2.354	122.429	18	.1346	2.423	125.986
17	.1308	2.224	115.627	17	.1346	2.288	118.986
16	.1308	2.093	108.826	16	.1346	2.154	111.987
15	.1308	1.962	102.024	15	.1346	2.019	104.988

ET ACCRUAL SCHEDULE INC. HOLIDAYS
Effective January 2014

19 Years Service				20 Years Service			
<u>Full-Time</u> <u>Status</u>	<u>Hrly</u> <u>Accr</u>	<u>Weekly</u> <u>Accrual</u>	<u>New</u> <u>Maximum</u> <u>Balance</u>	<u>Full-Time</u> <u>Status</u>	<u>Hrly</u> <u>Accr</u>	<u>Weekly</u> <u>Accrual</u>	<u>New</u> <u>Maximum</u> <u>Balance</u>
40	.1577	6.308	328.016	40	.1615	6.460	335.920
39	.1577	6.150	319.816	39	.1615	6.299	327.522
38	.1577	5.993	311.615	38	.1615	6.137	319.124
37.5	.1577	5.914	307.515	37.5	.1615	6.056	314.925
Part-Time				Part-Time			
<u>Status</u>				<u>Status</u>			
36	.1385	4.986	259.272	36	.1423	5.123	266.386
35	.1385	4.848	252.070	35	.1423	4.981	258.986
34	.1385	4.709	244.868	34	.1423	4.838	251.586
33	.1385	4.571	237.666	33	.1423	4.696	244.187
32	.1385	4.432	230.464	32	.1423	4.554	236.787
31	.1385	4.294	223.262	31	.1423	4.411	229.388
30	.1385	4.155	216.060	30	.1423	4.269	221.988
29	.1385	4.017	208.858	29	.1423	4.127	214.588
28	.1385	3.878	201.656	28	.1423	3.984	207.189
27	.1385	3.740	194.454	27	.1423	3.842	199.789
26	.1385	3.601	187.252	26	.1423	3.700	192.390
25	.1385	3.463	180.050	25	.1423	3.558	184.990
24	.1385	3.324	172.848	24	.1423	3.415	177.590
23	.1385	3.186	165.646	23	.1423	3.273	170.191
22	.1385	3.047	158.444	22	.1423	3.131	162.791
21	.1385	2.909	151.242	21	.1423	2.988	155.392
20	.1385	2.770	144.040	20	.1423	2.846	147.992
19	.1385	2.632	136.838	19	.1423	2.704	140.592
18	.1385	2.493	129.636	18	.1423	2.561	133.193
17	.1385	2.355	122.434	17	.1423	2.419	125.793
16	.1385	2.216	115.232	16	.1423	2.277	118.394
15	.1385	2.078	108.030	15	.1423	2.135	110.994

NEW ET ACCRUAL SCHEDULE - SAGP

Probationary - New Hire										Up to 5 Years Service									
Full-Time Status	Current Code	New Code	Hrly Accr	Max Weekly Accrual	Current Maximum Balance	New Maximum Balance	Next Plan	Full-Time Status	Current Code	New Code	Hrly Accr	Max Weekly Accrual	Current Maximum Balance	New Maximum Balance	Next Plan				
40	AGP90	AG040	0.0962	3.848	300	200.096	AG140	40	AGP-1	AG140	0.0962	3.848	300	200.096	AG240				
39	AGP90	AG039	0.0962	3.848	300	195.094	AG139	39	AGP-1	AG139	0.0962	3.848	300	195.094	AG239				
38	AGP90	AG038	0.0962	3.848	300	190.091	AG138	38	AGP-1	AG138	0.0962	3.848	300	190.091	AG238				
37.5	AGP90	AG037	0.0962	3.848	300	187.590	AG137	37.5	AGP-1	AG137	0.0962	3.848	300	187.590	AG237				
Part-Time Status																			
36	AG120	AG036	0.0962	3.848	300	180.086	AG136	36	AGP-1	AG136	0.0962	3.848	300	180.086	AG236				
35	AG120	AG035	0.0962	3.848	300	175.084	AG135	35	AGP-1	AG135	0.0962	3.848	300	175.084	AG235				
34	AG120	AG034	0.0962	3.848	300	170.082	AG134	34	AGP-1	AG134	0.0962	3.848	300	170.082	AG234				
33	AG120	AG033	0.0962	3.848	300	165.079	AG133	33	AGP-1	AG133	0.0962	3.848	300	165.079	AG233				
32	AG120	AG032	0.0962	3.848	300	160.077	AG132	32	AGP-1	AG132	0.0962	3.848	300	160.077	AG232				
31	AG120	AG031	0.0962	3.848	300	155.074	AG131	31	AGP-1	AG131	0.0962	3.848	300	155.074	AG231				
30	AG120	AG030	0.0962	3.848	300	150.072	AG130	30	AGP-1	AG130	0.0962	3.848	300	150.072	AG230				
29	AG120	AG029	0.0962	3.848	300	145.070	AG129	29	AGP-1	AG129	0.0962	3.848	300	145.070	AG229				
28	AG120	AG028	0.0962	3.848	300	140.067	AG128	28	AGP-1	AG128	0.0962	3.848	300	140.067	AG228				
27	AG120	AG027	0.0962	3.848	300	135.065	AG127	27	AGP-1	AG127	0.0962	3.848	300	135.065	AG227				
26	AG120	AG026	0.0962	3.848	300	130.062	AG126	26	AGP-1	AG126	0.0962	3.848	300	130.062	AG226				
25	AG120	AG025	0.0962	3.848	300	125.060	AG125	25	AGP-1	AG125	0.0962	3.848	300	125.060	AG225				
24	AG120	AG024	0.0962	3.848	300	120.058	AG124	24	AGP-1	AG124	0.0962	3.848	300	120.058	AG224				
23	AG120	AG023	0.0962	3.848	300	115.055	AG123	23	AGP-1	AG123	0.0962	3.848	300	115.055	AG223				
22	AG120	AG022	0.0962	3.848	300	110.053	AG122	22	AGP-1	AG122	0.0962	3.848	300	110.053	AG222				
21	AG120	AG021	0.0962	3.848	300	105.050	AG121	21	AGP-1	AG121	0.0962	3.848	300	105.050	AG221				
20	AG120	AG020	0.0962	3.848	300	100.048	AG120	20	AGP-1	AG120	0.0962	3.848	300	100.048	AG220				
19	AG120	AG019	0.0962	3.848	300	95.046	AG119	19	AGP-1	AG119	0.0962	3.848	300	95.046	AG219				
18	AG120	AG018	0.0962	3.848	300	90.043	AG118	18	AGP-1	AG118	0.0962	3.848	300	90.043	AG218				
17	AG120	AG017	0.0962	3.848	300	85.041	AG117	17	AGP-1	AG117	0.0962	3.848	300	85.041	AG217				
16	AG120	AG016	0.0962	3.848	300	80.038	AG116	16	AGP-1	AG116	0.0962	3.848	300	80.038	AG216				
15	AG120	AG015	0.0962	3.848	300	75.036	AG115	15	AGP-1	AG115	0.0962	3.848	300	75.036	AG215				

NEW ET ACCRUAL SCHEDULE - SAGP

5-15 Years Service										15 Years Plus Service									
Full-Time Status	Current Code	New Code	Hrly Accr	Max Weekly Accrual	Current		Next Plan	Full-Time Status	Current Code	New Code	Hrly Accr	Max Weekly Accrual	Current		Next Plan				
					Maximum Balance	New Balance							Maximum Balance	New Balance					
40	AGP-2	AG240	0.1154	4.616	360	240.032	AG340	40	AGP-3	AG340	0.1346	5.384	420	279.968	n/a				
39	AGP-2	AG239	0.1154	4.616	360	234.031	AG339	39	AGP-3	AG339	0.1346	5.384	420	272.969	n/a				
38	AGP-2	AG238	0.1154	4.616	360	228.030	AG338	38	AGP-3	AG338	0.1346	5.384	420	265.970	n/a				
37.5	AGP-2	AG237	0.1154	4.616	360	225.030	AG337	37.5	AGP-3	AG337	0.1346	5.384	420	262.470	n/a				
Part-Time																			
Part-Time Status	AGP-2	AG236	0.1154	4.616	360	216.029	AG336	Part-Time Status	AGP-3	AG336	0.1346	5.384	420	251.971	n/a				
36	AGP-2	AG236	0.1154	4.616	360	216.029	AG336	36	AGP-3	AG336	0.1346	5.384	420	251.971	n/a				
35	AGP-2	AG235	0.1154	4.616	360	210.028	AG335	35	AGP-3	AG335	0.1346	5.384	420	244.972	n/a				
34	AGP-2	AG234	0.1154	4.616	360	204.027	AG334	34	AGP-3	AG334	0.1346	5.384	420	237.973	n/a				
33	AGP-2	AG233	0.1154	4.616	360	198.026	AG333	33	AGP-3	AG333	0.1346	5.384	420	230.974	n/a				
32	AGP-2	AG232	0.1154	4.616	360	192.026	AG332	32	AGP-3	AG332	0.1346	5.384	420	223.974	n/a				
31	AGP-2	AG231	0.1154	4.616	360	186.025	AG331	31	AGP-3	AG331	0.1346	5.384	420	216.975	n/a				
30	AGP-2	AG230	0.1154	4.616	360	180.024	AG330	30	AGP-3	AG330	0.1346	5.384	420	209.976	n/a				
29	AGP-2	AG229	0.1154	4.616	360	174.023	AG329	29	AGP-3	AG329	0.1346	5.384	420	202.977	n/a				
28	AGP-2	AG228	0.1154	4.616	360	168.022	AG328	28	AGP-3	AG328	0.1346	5.384	420	195.978	n/a				
27	AGP-2	AG227	0.1154	4.616	360	162.022	AG327	27	AGP-3	AG327	0.1346	5.384	420	188.978	n/a				
26	AGP-2	AG226	0.1154	4.616	360	156.021	AG326	26	AGP-3	AG326	0.1346	5.384	420	181.979	n/a				
25	AGP-2	AG225	0.1154	4.616	360	150.020	AG325	25	AGP-3	AG325	0.1346	5.384	420	174.980	n/a				
24	AGP-2	AG224	0.1154	4.616	360	144.019	AG324	24	AGP-3	AG324	0.1346	5.384	420	167.981	n/a				
23	AGP-2	AG223	0.1154	4.616	360	138.018	AG323	23	AGP-3	AG323	0.1346	5.384	420	160.982	n/a				
22	AGP-2	AG222	0.1154	4.616	360	132.018	AG322	22	AGP-3	AG322	0.1346	5.384	420	153.982	n/a				
21	AGP-2	AG221	0.1154	4.616	360	126.017	AG321	21	AGP-3	AG321	0.1346	5.384	420	146.983	n/a				
20	AGP-2	AG220	0.1154	4.616	360	120.016	AG320	20	AGP-3	AG320	0.1346	5.384	420	139.984	n/a				
19	AGP-2	AG219	0.1154	4.616	360	114.015	AG319	19	AGP-3	AG319	0.1346	5.384	420	132.985	n/a				
18	AGP-2	AG218	0.1154	4.616	360	108.014	AG318	18	AGP-3	AG318	0.1346	5.384	420	125.986	n/a				
17	AGP-2	AG217	0.1154	4.616	360	102.014	AG317	17	AGP-3	AG317	0.1346	5.384	420	118.986	n/a				
16	AGP-2	AG216	0.1154	4.616	360	96.013	AG316	16	AGP-3	AG316	0.1346	5.384	420	111.987	n/a				
15	AGP-2	AG215	0.1154	4.616	360	90.012	AG315	15	AGP-3	AG315	0.1346	5.384	420	104.988	n/a				

NEW ET ACCRUAL SCHEDULE - SAGP

Midwife Benefit Accruals

<u>Full-Time Status</u>	<u>Current Code</u>	<u>New Code</u>	<u>Hrly Accr</u>	<u>Max Weekly Accrual</u>	<u>Current Maximum Balance</u>	<u>New Maximum Balance</u>	<u>Next Plan</u>
40	MWV-1	MW140	0.1462	5.848	456.14	304.000	n/a
40	MWV-3	MW340	0.1202	4.800	374.40	250.000	n/a
<u>Part-Time</u>							
<u>Status</u>							
20	MWV-3	MW320	0.1202	4.800	374.40	125.000	n/a

Appendix C - Flexible Staffing Pay Guidelines

	24		24/36		36/40	
	1-12hr shift/wk	2-12hr shifts/wk	7a - 7:30p every w/end	7pm - 7:30a		
Pay	12hours	24hours	24hrs + 12 hrs	36hrs + 4hours		
V/S/ET [#1]	NA	accrued on paid hours	accrued on paid hours except bonus	accrued on paid hours except bonus		
Personal Day [#2] [#5]	two 8 hour shifts/yr	two 8 hour shifts/yr	two 8 hour shifts/yr*	two 8 hour shifts/yr*		
Bereavement [#4]	3 shifts	3 shifts	3 shifts*	3 shifts*		
Jury Duty	paid for scheduled hours	paid for scheduled hours	paid for scheduled hours*	paid for scheduled hours*		
Holiday	double time for time worked	double time for time worked	double time for time worked	double time for time worked		
Overtime	over 12hrs/day or 40 hrs/wk	over 12hrs/day or 40 hrs/wk	over 12hrs/day or 40 hrs/wk	over 12hrs/day or 40 hrs/wk		
Tuition [#3]	NA	\$1500/yr	\$1500/yr	\$2000/yr		
Shift Diff	paid on all eligible paid hours	paid on all eligible paid hours	paid on all paid hrs except bonus	paid on all paid hrs except bonus		
36	36/40 (position grandfathered 10/2000)		32/40			
7am- 7:30p	7am- 7:30p		11p - 7:30a			
Pay	36 hours	36 + 4 hours	32hours + 8 hours			
V/S/ET	accrued on paid hours	accrued on paid hours except bonus	accrued on paid hours except bonus			
Personal Day [#2] [#5]	two 8 hour shifts/yr	two 8 hour shifts/yr *	two 8 hour shifts/yr *			
Bereavement [#4]	3 shifts	3 shifts*	3 shifts*			
Jury Duty	paid for scheduled hours	paid for scheduled hours*	paid for scheduled hours*			
Holiday	double time for time worked	time and one half plus additional 8 hr day	time and one half plus additional 8 hr day			
Overtime	over 12hrs/day or 40 hrs/wk	over 12 hr/day or 40 hrs/wk	over 8hrs/day or 40 hrs/wk			
Tuition [#3]	\$2000/yr	\$2000/yr	\$2000/yr			
Shift Diff	paid on all eligible paid hours	paid on all paid hrs except bonus	paid on all paid hrs except bonus			
34 combination	20, 28 & 32 hr combination		40 hr combination	20, 30, 40 hr (10hr shifts)		
Pay	34 hours	20,28,32 hours	40 hours	20, 30, 40 hours		
V/S/ET	accrued on paid hours	accrued on paid hours	accrued on paid hours	Accrued on paid hours		
Personal Day [#5]	two 8 hour shifts/yr	two 8 hour shifts/yr	two 8 hour shifts/yr	Two 8 hour shifts/yr		
Bereavement [#4]	3 shifts	3 shifts	3 shifts	3 Shifts		
Jury Duty	paid for scheduled hours	paid for scheduled hours	paid for scheduled hours	Paid for scheduled hours		
Holiday	double time for time worked	double time	time and one half plus additional 8hr day	time and a half + additional 8hr (40hrs)		
Overtime	after scheduled shift or 40hrs/wk	after scheduled shift or 40hrs/wk	after scheduled shift or 40hrs/wk	Double time for hrs worked (20,30 hrs)		
Tuition [#3]	\$1500/yr	\$1500	\$2000	After scheduled shift or 40hrs/wk		
Shift Diff	paid on all eligible paid hours	paid on all eligible paid hours	paid on all eligible paid hours	\$1,500/yr (part time) & \$2,000/yr (full time)		
				Paid on all eligible paid hours		
[#1]RN's may use ET/Vac/sick to make up for loss of bonus hours, based on reason for absence				[#4] bereavement pay eligibility: see contract language		
[#2]RN's may use ET/Vac to make up for loss of scheduled hours				[#5] RN's not on ET accrual program		
[#3] based on new rates				*remain eligible for bonus		

Appendix D
HMO Blue - Deductibles and Co-Pays

<u>HMO Blue</u> <u>New England</u>							
	<u>Inpatient</u> <u>AJH</u>	<u>Outpatient</u> <u>AJH</u>	<u>ED</u> <u>AJH</u>	<u>Inpatient</u> <u>Other Hosp</u>	<u>Outpatient</u> <u>Other Hosp</u>	<u>ED</u> <u>Other Hosp</u>	
							HMO BLUE NEW ENGLAND PLAN
Co-pay	\$500	\$300	\$100	\$500	\$300	\$100	AJH waives the \$500 Inpatient co-pay and \$150 of the \$300 Outpatient co-pay for services rendered at Anna Jaques Hospital only. Co-pays for services at any other hospitals are not reimbursable (effective June 1, 2006).
AJH Reimburses	\$500	\$150	\$50	\$0	\$0	\$0	
Employee Pays	\$0	\$150	\$50	\$500	\$300	\$100	

AJH employees and their dependents who are covered by HMO Blue New England are entitled to these discounts and reimbursements.

Side Letter Regarding Special Bonus Program

Until February 20, 2011, Article III, Section 6 (Flexible Staffing Guidelines) and Appendix C "Flexible Staffing Pay Guidelines" shall remain in full force and effect.

Effective February 20, 2011 the following language will replace Article III, Section 6 and Appendix C:

A. The Hospital will allow special program nurses in the following units to increase their hours (in most cases an increase of four hours) in order to sustain the same base wages as they currently receive while on the program: CCSU up to 2 nurses; ED up to 4 nurses; ICU up to 2 nurses; M/S up to 3 nurses; NCC 1 nurse; OB up to 3 nurses. If the number of nurses who wish to increase their hours surpasses the numbers specified in this language, the parties will meet and confer to discuss alternatives.

B. Changes in a nurse's current schedule that are necessary, including the scheduling of any additional hours, will be made per the needs of the unit as determined by the Director.

C. Nurses will indicate their preference in writing to their respective Director either to maintain their current hours, or increase or decrease them, by seniority in their respective units. Before making their determination, the Director of the unit will meet with the nurse and MNA representatives to present a proposed schedule. At this meeting if the nurse prefers she may maintain her scheduled work hours instead. At this meeting if the nurse cannot be granted an increase in hours due to availability, the nurse shall indicate to the Director his or her desire to increase hours should they become available.

D. For a period of three months following the effective date of February 20, 2011, nurses who increased their hours due to the elimination of the program shall be able to decrease their hours back to their previous hours in consultation with their Director. If nurses wished to increase their hours but were not able to because of availability, they will be offered, by seniority, the opportunity to increase their hours if hours become available. If during the three month period, a nurse who has increased her hours does not fulfill her commitment to work the extra shifts, but takes three unscheduled absences from them instead, the nurse will revert to her preexisting work schedule.

E. The Hospital agrees that if it wishes to re-introduce a special bonus program in the future, it will notify the MNA and bargain over the matter according to the law.

For the MNA:

ALL 7 hr 8/23/11
Christine Campbell

For Anna Jaques Hospital:

R. M. Upeno
M. A. M.

\$10 Incentive Pay Program Agreement

The parties agree that the \$10.00 Incentive Pay Program will be implemented under the following terms and conditions.

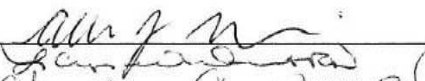
1. 25% of the available shifts in a particular department and on a particular shift must be unfilled as a result of staff vacancies, unplanned absences and/or approved leaves of absence.
2. These shifts cannot be filled by conventional methods (i.e. float and per diem staff).
3. Each RN working additional hours will receive incentive pay of \$10.00 per hour for all worked, as applicable.

Incentive pay will not be provided if an RN does not work all of their regularly scheduled hours during the pay period. Scheduled hours will include approved vacation, earned time and holiday time off. Further, a per diem RN who has not met their monthly scheduled commitment is not eligible for the incentive pay.

The Incentive Pay Program may also be implemented during times of increased census at the discretion of the Chief Nursing Officer and in consultation with the MNA leadership.

The Incentive Pay Program period will remain in effect for the term of the current collective bargaining agreement.

For the MNA:



Christine Campbell RN

Date: 8/23/11

For the Hospital:





Date: 9/14/11

Rate on Promotion Agreement (Revised)

Modify the Job Classifications Covered by the CBA to:

Category 1:

Staff Nurse

Employee Health Nurse*

Category 2:

Clinical Leader**

Clinical Instructor (BS)**

Category 3:

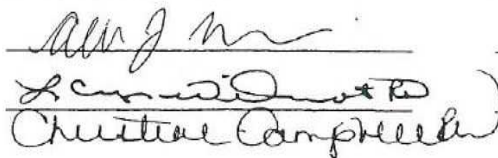
Clinical Instructor (MS)

If promoted from one job classification to another in a higher category, the nurse would move to the same step in the higher category for that job classification, and will retain their anniversary and seniority dates.

Incumbent RNs employed as of the ratification of the CBA on April 17, 2008 will be grandfathered and paid in accordance with the existing categories and pay scales, which shall be adjusted to reflect newly bargained pay increases. An RN in such a position who has attained 20 years of service as an RN at AJH, who is not being paid at step 16, shall advance to the 20 year step effective November 4, 2007.

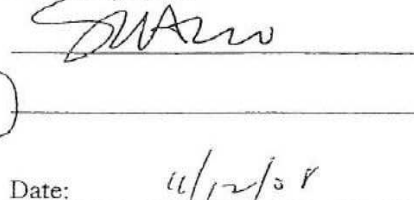
Any RN hired into a job classification covered by the CBA following ratification of the CBA on April 17, 2008, will be paid according to the new job categories referenced above.

For the Association:


Christine Campbell

Date: 11/12/08

For the Hospital:


Date: 11/12/08

* Incumbent RN in Employee Health Nurse position prior to April 15, 2008 will be grandfathered in Category 2

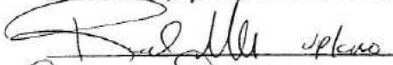
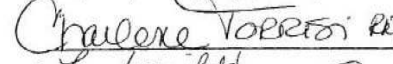
** Incumbent RNs in Clinical Leader and Clinical Instructor (BS) positions prior to April 15, 2008 will be grandfathered in Category 3.

Rapid Response/ STAT RN Side letter

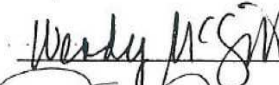
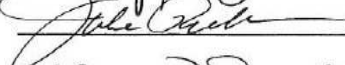
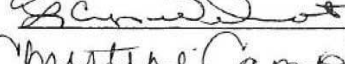
This letter will confirm the understanding of the parties with respect to the stat/rapid response RN role. The parties agree that the role of stat/rapid response RN is to provide registered nurse staffing support to supplement the core registered nurse staffing on the inpatient units and Emergency Department and to provide an expert critical care nursing resource to support the registered nurses on the inpatient units and Emergency Department. The parties agree that the issue of establishing a stat/rapid response nurse classification will be given priority in the parties' Labor/Management meetings.

Anna Jaques Hospital:

Massachusetts Nurses Association:



Charles Torro RN


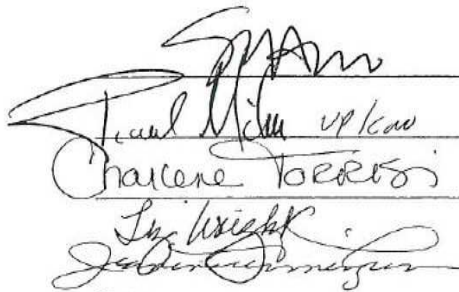
Date: _____




Christine Campbell

Side Letter – New Pension Program

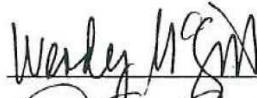
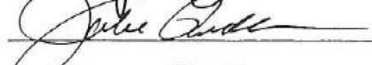
The Association wishes to develop a multi-employer Taft Hartley retirement plan to cover employees in the bargaining unit. The parties recognize that the establishment of the plan is the sole responsibility of the Association. The Hospital shall take such actions as reasonably necessary to cooperate with Association in this regard. In the event the Association develops such a plan during the term of the Agreement the parties shall meet promptly to discuss the details of the plan and its possible adoption.

Anna Jaques Hospital:


Charles V. Torres

Date: _____

Massachusetts Nurses Association:


Wendy McGinn

Julie Gade

Randall
Christine Campbell

Side Letter – APR

The MNA and the Hospital agree that call will be assigned to APR staff on a rotating basis, commencing March 21, 2011. Call will be assigned in such a way as to ensure that two (2) Registered Nurses or a combination of one (1) Registered Nurse and one (1) Tech are available at all times. Two (2) Techs are not allowed to be called in at the same time.

All APR RNs will be required to participate. Call will begin at either 3:30 p.m. for nurses whose shifts end at 3:30 pm or 5:30 p.m. for nurses whose shifts ends at 5:30 p.m. and in either case end at 7 a.m. The start time of the call will be posted on the schedule unless the start time changes due to an unplanned absence(s). The scheduling of call in the APR will be consistent with the assignment of call in the OR. Call hours will be equally distributed to all RNs.

For the Hospital

Dated: _____

For the Association

Dated: _____

Letter of Agreement
between the
Massachusetts Nurses Association
and
Anna Jaques Hospital

Re: Pedi RN's

If a core Pedi RN is scheduled for Pediatrics and the Pediatric Unit has no census, and the Birth Center is experiencing a low census, the Pedi RN will be contacted by the Nursing Director or Nursing Supervisor at least one (1) hour prior to the start of their scheduled shift. If the Birth Center is experiencing a low census, the Pedi RN may work in the NCC if their census supports a second RN. If neither area has the census to support the Pedi RN, and the Birth Center's unit acuity and volume does not support the Pedi RN's skill set, the Pedi RN may have the option to stay home on call and receive straight time pay if called in or report to another unit. Core staffing for the Birth Center will remain intact which includes one postpartum RN and three labor and delivery RNs. Regardless of whether the Pedi RN is working in a particular area or at home, the Pedi RN will remain on call for the Pediatric Unit and report to Pediatrics in the event of an admission.

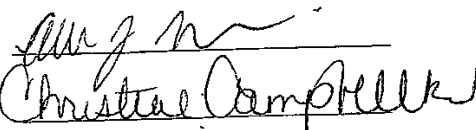
Per diem RNs - When the Pediatric unit has no census, a per diem Pedi RN will not be required to work in the Birth Center / NCC, but rather remain home on call.

Extra Shifts - If a Pedi RN has agreed to schedule an extra shift above and beyond their scheduled hours, the Pedi RN may exercise their option to remain home on call if there is no census in Pediatrics.

Effective Date - Upon execution of this Agreement. The provisions of this Agreement will be reviewed by the parties at Labor/Management meetings on a monthly basis for a period of three (3) months, at which time the parties will determine whether any further changes are necessary.

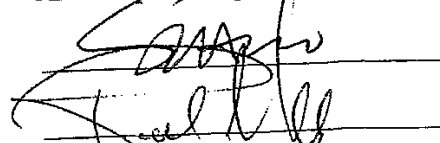
This Agreement supersedes the last two sentences of Article III, Section 7 of the collective bargaining agreement between the parties which states that "a pediatrics nurse in a no-census situation will have the following options: 1. Go home on-call and receive straight time pay if called in, or; 2. Be assigned to work in the Birth Center, NCC or SDC, whichever the need is greatest. No other nurse will be required to float or be released from work as result of this assignment."

Massachusetts Nurses Association:


Christine Campbell


Date: 1/14/09

Anna Jaques Hospital


Chairere Torressi

Date: 1/14/09

MEMORANDUM OF AGREEMENT

ANNA JAKES HOSPITAL ("Hospital) and **MASSACHUSETTS NURSES ASSOCIATION** ("Association) hereby agree that their 2012-2014 **COLLECTIVE BARGAINING AGREEMENT** ("Agreement") shall continue through December 31, 2017 with the following modifications:

1. Article 2.1, pp. 3-4, and Appendix A shall be modified as follows:
 - A. For all RNs in Categories 1 and 2 who are employed by the Hospital on the date of ratification (RATIFICATION DATE), effective January 1, 2015 a 1% across the board increase; effective January 1, 2016 a 1% across the board increase; effective January 1, 2017 a 1% across the board increase. Following the date of ratification and effective January 1, 2015 for all RNs who are at the top of the scale in Categories 1 and 2, a one-time 1% bonus, calculated as follows: RN's current base rate multiplied by RN's scheduled hours multiplied by 52.
 - B. For all RNs in Category 3 and who are employed by the Hospital on the date of ratification, a 1% bonus effective January 1, 2015; a 1% bonus effective January 1, 2016; and a 1% bonus effective January 1, 2017. The bonus shall be calculated as follows: RN's current base rate multiplied by RN's scheduled hours multiplied by 52.
 - C. Per Diem rates shall be increased by 1% effective January 1, 2015 for all Per Diem nurses employed by the Hospital on the date of ratification; by 1% effective January 1, 2016; and by 1% effective January 1, 2017.
 - D. Subparagraphs 1—3 no change. Subparagraph 4 shall be modified as follows: "Effective January 1, 2015 a new step 17, as shown in Appendix A shall be inserted in the scale for Categories 1, 2 and 3, between the current steps 16 and 17, and the steps shall be renumbered as appropriate."

2. Article 3.3B, "Time Schedules," p. 7, shall be modified in the third sentence as follows: "Regular full and part-time staff and per diems will have the opportunity to sign up for any open shifts that are available for a period of three (3) days following the posting, after which Per Diems can be added to the schedule. Requested time will be given first to regular full-time nurses, then to part-time nurses, then to per diems, so long as overtime will not be incurred."
3. Article 4.1, "Holidays," p. 9, shall be modified by adding the following new sentence: "If management determines that there is an opportunity for a nurse to be off on Thanksgiving Day, Christmas Day, or New Year's Day, selection shall be done by seniority on a rotating basis. The tracking of seniority for this purpose shall begin in the first year of the Agreement."
4. Article 5, "Vacations," shall be modified by adding a new paragraph 5.7, p. 13, as follows: "In order to be eligible for sick leave pay or unscheduled earned time, a nurse must work her/his scheduled day before and after any scheduled time off, unless it is determined she/he is absent for good cause."
5. Article 6.3, "Conditions on Sick Leave, p. 14, shall be modified as follows (second paragraph, first sentence): "In order to be eligible for sick leave pay, a nurse ~~working the second or third shift~~ must call in to the supervisor at least two (2) hours before the beginning of the shift unless there are circumstances beyond the control of the nurse. ; ~~a nurse working the first shift must call in to the supervisor at least one and a half (1 ½) hours before the beginning of the shift unless there are circumstances beyond the control of the nurse.~~"
6. Article 7.G, "Conditions on Calling in for Unscheduled Use of Earned Time and Use of Extended Sick Time," p. 19, shall be modified as follows: "In order to be eligible for

Unscheduled Earned Time or use of the Extended Sick Leave Bank, a nurse ~~working the second or third shift~~ must call in to the supervisor at least two (2) hours before the beginning of the shift unless there are circumstances beyond the control of the nurse; ~~;~~ a nurse ~~working the first shift must call in to the supervisor at least one and a half (1 ½) hours before the beginning of the shift unless there are circumstances beyond the control of the nurse.~~

7. Article 8, Section 1, "Health Insurance (Nurses Working at Least Thirty (30) Hours," pp. 19-20, shall be modified effective October 1, 2017 as follows: Subparagraph 1 (auto funding) and the reference to auto funding in Subparagraph 2 shall be deleted; Subparagraph 5 shall be deleted (funding by a nurse in the first three months of the first year of the HSA Saver program). Effective October 1, 2017 the metrics contained in the HSA Health Saver program shall be revised as follows: 1) BMI of 29 (no change) or weight loss of 5% from prior year; 2) attestation for non-use of smoking (no change); 3) LDL cholesterol of 160 mg or better (no change); 4) blood pressure of 140/90 (no change).
8. Article 8.3, p. 21, shall be modified by replacing the current section with the following:
~~"Sections 1 and 2 above shall be effective October 5, 2008. Article VIII, Sections 1 and 2 of the 2005-2007 Agreement shall continue in effect through October 4, 2008.~~
"Effective for the first nine (9) months following ratification of the Agreement nurses who are covered by the Hospital's health insurance plan, and who retire on or after age 62 and who have at least twenty (20) years' service with the Hospital, may remain covered by the plan at the same cost as other employees and as though they were fully employed by the Hospital (at the same FTE level as when they retired) until such time as the nurse becomes eligible for the Medicare insurance program."

9. Article 11.8, "Educational Programs," pp. 28-29, shall be modified in subparagraph C as follows : "The Hospital shall reimburse nurses for the cost of all programs/ certifications and recertifications required for their position, unless such programs/ certifications and recertifications are available to be taken at the Hospital or a consortium hospital. The Hospital shall waive the cost if such programs/ certifications and recertifications are available to be taken at the Hospital or a consortium hospital; however, a nurse will be responsible for such cost if she/he does not attend the program or does not cancel within forty eight (48) hours before the program starts." (Examples include but are not limited to, ACLS, TNCC, PALS and NRP.) Nurses shall be paid for time spent at such programs."
10. Article 18, "Duration," p. 40, shall be modified by changing the effective date of the Agreement to January 1, 2015 and the termination date to December 31, 2017.
11. Per Diem Side Letter, paragraph 5, second sentence, p. 41, shall be modified as follows:
"A per diem nurse who works in ~~the OR or APR~~ any unit that requires call must be on call one out of the six winter and summer holidays specified above, as well as one weekend shift in a calendar year."
12. Per Diem Side Letter, Paragraph 12, p. 42, first sentence, shall be modified as follows:
~~"Effective or after November 7, 2011,~~ "Effective on or after [ratification date of Agreement], if a staff nurse with over ~~twenty-five~~ twenty years of service in a regular position with the Hospital changes from her regular position directly to per diem status, the nurse will be red-circled at his or her former rate of pay."

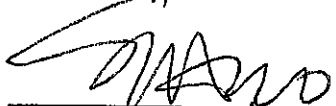
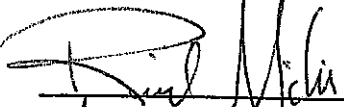
13. Per Diem Side Letter, paragraph 15 (new), p. 42: "When filling vacancies, per diem nurses shall be given preference over outside candidates, when qualifications are relatively equal."

14. The parties will renew the side letter—"New Pension Program," p. 64.

15. The parties agree to defer to Labor/Management the following issues: 1) admissions nurse trial (details to be agreed upon within three months of the ratification date); 2) charge nurse coverage of multiple units; 3) "acuity tool" (following promulgation of regulations); 4) Ebola policy and procedures related thereto.

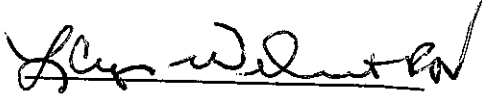
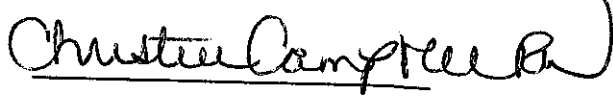
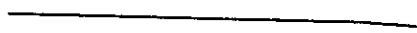
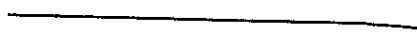
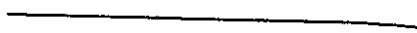
16. The Hospital will pay nurses who participated in the negotiations for the 2015—2017 Agreement the sum of \$150 for each session attended.

For the Hospital:



For the Association:

Dated: 1/12/15

Wage Scales

Category 1

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10	step 11	step 12	step 13	step 14	step 15	step 16	step 17	step 18	step 19	step 20	step 21	step 22
current	\$29.17	\$30.95	\$31.85	\$32.85	\$33.84	\$34.82	\$35.87	\$36.92	\$38.04	\$39.19	\$40.36	\$41.38	\$42.41	\$43.47	\$44.55	\$45.65	\$48.85	\$50.31	\$51.82	\$53.37	\$53.90	
new scale	\$29.17	\$30.95	\$31.85	\$32.85	\$33.84	\$34.82	\$35.87	\$36.92	\$38.04	\$39.19	\$40.36	\$41.38	\$42.41	\$43.47	\$44.55	\$45.65	\$47.25	\$48.85	\$50.31	\$51.82	\$53.37	\$53.90
1/1/15 - 1% ATB	\$29.46	\$31.26	\$32.17	\$33.18	\$34.18	\$35.17	\$36.23	\$37.29	\$38.42	\$39.58	\$40.76	\$41.79	\$42.83	\$43.90	\$45.00	\$46.11	\$47.72	\$49.34	\$50.81	\$52.34	\$53.90	\$54.44
1/1/16 - 1% ATB	\$29.76	\$31.57	\$32.49	\$33.51	\$34.52	\$35.52	\$36.59	\$37.66	\$38.80	\$39.98	\$41.17	\$42.21	\$43.26	\$44.34	\$45.45	\$46.57	\$48.20	\$49.83	\$51.32	\$52.86	\$54.44	\$54.98
1/1/17 - 1% ATB	\$30.05	\$31.89	\$32.82	\$33.85	\$34.87	\$35.88	\$36.96	\$38.04	\$39.19	\$40.38	\$41.58	\$42.63	\$43.70	\$44.79	\$45.90	\$47.03	\$48.68	\$50.33	\$51.83	\$53.39	\$54.99	\$55.53

Category 2

category	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10	step 11	step 12	step 13	step 14	step 15	step 16	step 17	step 18	step 19	step 20
current	\$32.96	\$33.91	\$34.95	\$35.97	\$37.07	\$38.18	\$39.32	\$40.49	\$41.73	\$42.97	\$44.04	\$45.14	\$46.26	\$47.41	\$48.61	\$52.00	\$53.59	\$55.19	\$56.28	
new scale	\$32.96	\$33.91	\$34.95	\$35.97	\$37.07	\$38.18	\$39.32	\$40.49	\$41.73	\$42.97	\$44.04	\$45.14	\$46.26	\$47.41	\$48.61	\$50.31	\$52.00	\$53.59	\$55.19	\$56.28
1/1/15 - 1% ATB	\$33.29	\$34.25	\$35.30	\$36.33	\$37.44	\$38.56	\$39.71	\$40.89	\$42.15	\$43.40	\$44.48	\$45.59	\$46.72	\$47.88	\$49.10	\$50.81	\$52.52	\$54.13	\$55.74	\$56.84
1/1/16 - 1% ATB	\$33.62	\$34.59	\$35.65	\$36.69	\$37.82	\$38.95	\$40.11	\$41.30	\$42.57	\$43.83	\$44.93	\$46.05	\$47.19	\$48.36	\$49.59	\$51.32	\$53.05	\$54.67	\$56.30	\$57.41
1/1/17 - 1% ATB	\$33.96	\$34.94	\$36.01	\$37.06	\$38.19	\$39.34	\$40.51	\$41.72	\$42.99	\$44.27	\$45.37	\$46.51	\$47.66	\$48.85	\$50.08	\$51.83	\$53.58	\$55.21	\$56.86	\$57.99

Category 3

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10	step 11	step 12	step 13	step 14	step 15	step 16	step 17	step 18	step 19	step 20
current	\$34.06	\$35.09	\$36.14	\$37.24	\$38.35	\$39.51	\$40.67	\$41.93	\$43.17	\$44.45	\$45.58	\$46.71	\$47.89	\$49.08	\$50.32	\$53.85	\$55.45	\$57.12	\$58.25	
new scale	\$34.06	\$35.09	\$36.14	\$37.24	\$38.35	\$39.51	\$40.67	\$41.93	\$43.17	\$44.45	\$45.58	\$46.71	\$47.89	\$49.08	\$50.32	\$52.08	\$53.85	\$55.45	\$57.12	\$58.25
1/1/2015	\$34.06	\$35.09	\$36.14	\$37.24	\$38.35	\$39.51	\$40.67	\$41.93	\$43.17	\$44.45	\$45.58	\$46.71	\$47.89	\$49.08	\$50.32	\$52.08	\$53.85	\$55.45	\$57.12	\$58.25
1/1/2016	\$34.06	\$35.09	\$36.14	\$37.24	\$38.35	\$39.51	\$40.67	\$41.93	\$43.17	\$44.45	\$45.58	\$46.71	\$47.89	\$49.08	\$50.32	\$52.08	\$53.85	\$55.45	\$57.12	\$58.25
1/1/2017	\$34.06	\$35.09	\$36.14	\$37.24	\$38.35	\$39.51	\$40.67	\$41.93	\$43.17	\$44.45	\$45.58	\$46.71	\$47.89	\$49.08	\$50.32	\$52.08	\$53.85	\$55.45	\$57.12	\$58.25

Per Diem

current	\$41.16
1/1/15 - 1% ATB	\$41.57
1/1/16 - 1% ATB	\$41.99
1/1/17 - 1% ATB	\$42.41

ESSEX, ss.

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT

JEANNE DENNIS, RENEE
PELECHOWICZ, AND JILL MOSHER,
Plaintiffs,

v.

ANNA JAQUES HOSPITAL,
Defendant.

C.A. No. 1887-cv-01522-A

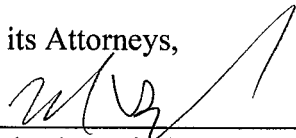
NOTICE OF FILING OF NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1446(d), Defendant Anna Jaques Hospital hereby gives notice to the Superior Court of Essex County, Massachusetts, and to the attorney for Plaintiffs Jeanne Dennis, Renee Pelechowicz, and Jill Mosher that Defendant has filed a Notice of Removal, thereby removing the above-captioned action to the United States District Court for the District of Massachusetts. Copies of the Notice of Removal and corresponding Notice of Electronic Filing are attached hereto as Exhibit A.

Respectfully Submitted,

ANNA JAQUES HOSPITAL

By its Attorneys,



Michael C. Birch (BBO #679976)

mbirch@hrwlawyers.com

Peter J. Moser (BBO #567593)

pmoser@hrwlawyers.com

Charlotte M. Petilla (BBO #671126)

cpetilla@hrwlawyers.com

Hirsch Roberts Weinstein LLP

24 Federal Street, 12th Floor

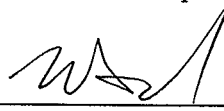
Boston, MA 02110

(617) 348-4300

Dated: November 27, 2018

CERTIFICATE OF SERVICE

I hereby certify that the above document has been served upon counsel of record by email and first class mail on November 27, 2018.

A handwritten signature in black ink, appearing to read 'Michael C. Birch', is written above a horizontal line.

Michael C. Birch