

HOSPITAL LAST, BEST, AND FINAL OFFER

May 7, 2025

This is a package proposal, meaning the rejection of any piece of this package constitutes a rejection of the entire package. All other proposals of both parties are deemed rejected or withdrawn.

Except for changes indicated below, all provisions of the parties' collective bargaining agreement (and Memoranda of Understanding or Side Letters of indefinite duration) remain unchanged.

As a result of changed circumstances, i.e., incurring costs associated with securing replacement employees, unless the Union withdraws its strike notice in writing by 10:00 a.m. on Thursday May 8, 2025, this proposal will be modified to reduce increased costs associated with the packaged components.

Technical Bargaining Unit
Hospital Proposal #1 – Cleanup – Article 14, Vacations
March 12, 2025

ARTICLE 14 Vacations

* * *

(m) In an effort to simplify the system and improve the prospects of granting time off that can be covered in a more expeditious manner, the Hospital and the Union agree to form a committee to review and discuss any/all suggestions regarding scheduling and vacations.

In conjunction with the foregoing committee process, and with respect to that portion of the year not considered to be the summer vacation period as defined in Section 14 (l), the Hospital will agree to the following vacation 'caps' for each of the listed classifications:

	Days	Evenings	Nights
MHW	5	5	4

~~Beginning September, 2009, (the Sunday after Labor Day) the caps for that portion of the year not considered to be the summer vacation period shall increase as follows:~~

	Days	Evenings	Nights
MHW	<u>6</u> 7	<u>6</u> 7	<u>4</u> 5

In conjunction with the foregoing committee process, and with respect to the summer vacation period as defined in Section 14 (1)(4), the Hospital will agree to the following vacation 'caps' for each of the listed classifications:

	Days	Evenings	Nights
MHW	78	78	56

The parties recognize that during this period, the Hospital may permit additional staff to take vacation time whenever it determines that it is otherwise possible to do so. While it is recognized that the Hospital will not be obligated to do so, the Hospital nevertheless will work to allow more staff off on vacation.

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Technical Bargaining Unit

*Union Counter-Proposal to Hospital Modified Proposal #2 – Article 2, Definition of Regular, Full-Time and Part-Time Employees, Probationary Period, Temporary Employees
May 5, 2025*

ARTICLE 2

Definition of Regular, Full-Time and Part-Time Employees;
Probationary Period; Temporary Employees

* * *

(b) (i) Newly-hired full-time employees shall be probationary employees for a period of ninety (90) calendar days from the first day of active employment; ~~provided, however, Newly-hired part-time employees with an hourly complement of 24/48 or less and per diem employees shall be probationary employees for a period of one hundred and eighty (180) fifty (150) twenty (120) calendar days from the first day of active employment.~~ Time lost from work for any reason during the probationary period shall be added to such period before an employee completes his probationary period of employment.

(ii) During or at the end of the probationary period, the Hospital may discharge a probationary employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Technical Bargaining Unit

*Modified Hospital Proposal #3 – Article 9, Seniority
March 20, 2025*

ARTICLE 9
Seniority; Job Bidding; Layoff; Transfers

* * *

(1) Voluntary Termination:

(i) Except that seniority will be bridged, and the employee will receive full credit for service before the voluntary termination and seniority will continue forward from the time the employee returns to a bargaining unit position, if the employee returns to a bargaining unit the same position within one year, they will return with the same rate of pay and vacation accrual pursuant to Article 14.

(ii) Absence for 3 working days without notifying the Hospital personnel office unless the employee is unable to give such notice for reasons beyond his control.

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*Technical Bargaining Unit
Hospital Proposal #4 – Article 21, Sick Pay
March 12, 2025*

ARTICLE 21
Sick Pay

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(g) The Hospital will continue its practice of accumulating and accounting for sick days during the sick plan year, (first pay period of October through to last pay period of September). Of the twelve (12) sick days which may be accrued in any sick plan year, employees with at least eight (8) hours of sick time in their sick time bank may “sell back” up to nine (9) and three (3) may be taken as personal days in the following sick plan year. Employees who start out the sick plan year with sick days in the bank, shall be permitted to “sell back” to the Hospital those sick days accrued during the applicable sick plan year - but unused - without paying the bank back first. ~~Cash p~~Payment for these “sell back” sick days will be made by direct deposit on the first payday in December following the sick plan year for which the election was made. Employees working part of any sick plan year will be apportioned this benefit on a pro rata basis to the period worked in a sick plan year.

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WITHDRAWN May 6, 2025

*Technical Bargaining Unit
Hospital Proposal #5 – Article 32, Miscellaneous
March 12, 2025*

ARTICLE 32
Miscellaneous

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(j) If a payroll check is not correct and the error exceeds \$50, and if the employee does not elect to have the correction processed in the next payroll period, then, if the payroll department is notified of the error by 8:00 AM 12:00 PM on the Tuesday Monday following payroll, the adjusted check will be issued no later than 4:00 PM that same day. However, if the paycheck correction is due to an employee's failure to miss or incorrectly swipe when entering or leaving the Hospital or failure to timely submit time adjustment sheets (later than 8:00 a.m. on the Tuesday following the close of the pay period) the correction may be made in the following pay period.

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*Technical Bargaining Unit
Hospital Counter-Proposal – Article 5, Union Steward; Visitation Rights
March 17, 2025*

ARTICLE 5
Union Steward; Visitation Rights

* * *

(c) (1) The Hospital recognizes the need of the Union to have reasonable access to the Hospital, the delegates and the employees for the purpose of conferring and for the purpose of administering this Agreement.

* * *

(3) Notwithstanding the above, a union representative may meet with delegates and/or employees during their non-work time, at his convenience in the staff cafeteria, or union office during its regularly scheduled hours. At the request of the Union, the Hospital will designate an alternate site for such meetings when the staff cafeteria is closed.

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Technical Bargaining Unit
Hospital Counter-Proposal – Article 8, Discharge and Discipline
March 20, 2025

ARTICLE 8
Discharge and Discipline

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~~(e)€~~ The Hospital shall notify the Union by ~~e-mail letter mailed to an e-mail address~~ designated by the union within 2 days, Saturdays, Sundays and holidays excepted, of a suspension or discharge of an employee. The Union will inform the Hospital of a change in the designated e-mail address at least thirty (30 days in advance. The Union shall notify the Hospital within 10 days of the date of receipt by notice mailed to the Hospital, Saturdays, Sundays and holidays excepted, of its intention to contest the discharge or suspension by initiating the grievance procedure at Step 3. Each such notice shall be by certified mail return receipt requested and shall be addressed by the Hospital to the Area Director of the Union and by the Union to the Director of Administration of the Hospital.

Technical Bargaining Unit
Hospital Counter-Proposal – Article 11, No Discrimination
March 17, 2025

ARTICLE 11
No Discrimination

The Hospital and the Union agree that there will be no discrimination as to any employee because of political belief, race, age, religion or lack thereof, color, national origin or country of ancestral origin, creed, sex, sexual orientation, gender identity and gender expression, physical disability, veteran status, pregnancy, intellectual disability, homelessness or housing status, ~~or~~ immigration status as long as work authorization has been granted, marital status, parental status, genetic information, union membership, or any other legally protected characteristic. The Hospital will not discriminate in the hiring of a previously-injured employee or because of prior workers Compensation claims, provided the employee is qualified to perform the job for which he is applying.

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Technical Bargaining Unit
Hospital Modified Proposal #6 – Article 9, Seniority, Job Bidding, Layoff, Transfers
May 2, 2025

ARTICLE 9
Seniority; Job Bidding; Layoff; Transfers

* * *

(h) Employees shall work on the shift, shifts or shift arrangement for which they were hired. The Hospital shall not be required to consider a bid off the shift or out of the unit for which he was hired until the completion of three months one (1) year of continuous active employment from the date of hire. While temporary transfers of up to 30 days may be made by the Hospital, the Hospital recognizes the concept of shift integrity, will change employee shifts only for good and sufficient reason, and will endeavor to maintain shift and unit manning requirements through utilization of the following procedure:

* * *

(i) There shall be a job bidding procedure for regular employees as follows:

* * *

(5) An award of a bid for a vacancy shall be made within 5 days after the close of the posting period and the successful bidder shall be permitted to move to the awarded job as soon as a replacement has been hired and is available for work for the job out of which the successful bidder bid, but in any event not more than thirty days at the Hospital's discretion but in any event not more than sixty (60) days. During the period of posting, award and movement to the vacancy, the Hospital may fill the same by allowing employees to bid to cover by seniority on a voluntary basis.

* * *

(7) The Hospital shall not be required to consider a bid for a vacancy from an employee who has already successfully bid for another position within the last ~~three months (90 days)~~ year. ~~In addition, the Hospital shall not be required to consider a bid from any employee who already has had two successful bids in the preceding calendar twelve months.~~ The Hospital also shall not be required to consider a bid for a vacancy from an employee who has been issued discipline within the prior year, or who is on an active leave of absence. A successful bid is one in which an offer has been made and accepted by the staff member. Newly created positions and circumstances where an employee is bidding from a non-benefits-eligible position to a benefits-eligible position are not subject to the above-referred exclusion periods. However, if a job becomes vacant after the last complete posting period prior to a 'bump', then that job shall be posted, prior to the bump, until 5 o'clock p.m. two (2) days before the 'bump'.

(8) The Hospital agrees that any employee transfer resulting from a successful vacancy bid shall have a ~~30 day~~ trial period of one (1) pay period to determine their own suitability for the position if the position is on a different unit, or shift, or in a different job classification. ~~If~~

~~the position is on the same unit and in the same job classification, the trial period shall be one pay period.~~

If the employee provides notice to the Hospital during this trial period, he shall be restored to former position without loss of seniority or benefits. The option to return back to a prior position during the ~~thirty (30) day~~ trial period following a successful bid will only be available to Employees three (3) times in three (3) years. The three times in three years calculation begins with the signing of this contract. The Hospital shall provide an employee who is transferred to a new unit with an orientation. During a trial period, the Hospital may use straight time, temporary or casual employees.

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*Technical Bargaining Unit
Hospital Proposal #7 – Article 7, Union Security and Check-Off
March 20, 2025*

ARTICLE 7
Union Security and Check-Off

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(b) Check-Off:

(1) The ~~Hospital~~ Union shall provide new bargaining unit employees with dues authorized cards, and upon receipt of a written or electronic authorization from an employee, the Union shall provide the cards to the Hospital within two weeks. The Hospital shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.

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*Technical Bargaining Unit
Hospital Proposal #8 – Article 15, Holidays
April 2, 2025*

ARTICLE 15
Holidays

(a) The following days shall be recognized as paid holidays for full-time employees which shall be with pay for eight (8) hours for such holidays or the compensatory day in lieu thereof, plus shift differential if the employee is regularly scheduled to work a shift for which a differential is paid. In no case shall an employee be required to discharge time in excess of what they accrue for that holiday. For example, if a PT employee earns 4 hours on a holiday they will only be required to take 4 hours of holiday time if they are off. They shall maintain the option to take up to 8 hours.

New Year's Day
MLK Day
Memorial Day
Juneteenth
July 4
Victory Day
Floating

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Eligible part-time employees shall receive holiday pay on a pro-rata basis. No employee shall receive holiday pay unless he has completed his probationary period. Any employee who successfully completes his/her probationary period shall receive retroactive pay for any holiday(s) that fell during the probationary period.

* * *

~~(g) On April 1 of each year, employees, who on that date have completed the probationary period, will accrue one (1) floating day. That day may be taken on the employee's birthday or on any day if scheduled in advance with the employee's department head. Should an employee work his birthday, he will not be paid time and one-half except as it relates to Article 12(d).~~

~~(h)~~ Employees shall be paid at twice their regular hourly rate of pay for all hours worked over eight (8) hours on Thanksgiving Day, Christmas Day and New Year's Day.

Technical Bargaining Unit
Hospital Modified Counter-Proposal – Article 30, Education
May 7, 2025

ARTICLE 30 Education

~~The parties recognize that the ongoing education of existing Bargaining Unit Employees and the opportunity for job advancement are important to the success of the Hospital and the Employees.~~

Accordingly, the Hospital agrees to contribute up to one hundred thousand dollars (\$100,000) per year to an educational fund up to a maximum balance of \$150,000, that can be accessed by any bargaining unit.

The Hospital and the Union will jointly administer the fund.

How the fund is expended will be determined by a committee made up of an equal number of members appointed by management and the Union, no more than seven (7) appointed by each. With respect to appropriate uses for fund resources the benefits of broadening career skills of all employees, it is agreed:

(a) Tuition Reimbursement: An employee who successfully completes (B grade or better or Pass in a Pass/Fail marking system) a course or courses at an accredited college, university or school with a comparable level educational program may be reimbursed up to \$900 \$3,000 if full time, pro-rated and \$450 if part time, in a semester per academic year if the courses, or any of them, is determined by the VP Senior Human Resources leader or his/her designee to be job related (job related shall be defined as any courses related to obtaining a degree in nursing, pre-med, social work, psychology and counseling, or a health care related field). An employee who successfully completes (B grade or better or Pass in a Pass/Fail marking system) a course or courses at an accredited college, university or school with a comparable level educational program in nursing may be reimbursed up to \$2,500 per academic year, pro-rated for part time, if the courses, or any of them, is determined by the Senior Human Resources leader or his/her designee to be job related.

(ba) Conferences: Employees shall be granted time off, as the Hospital determines, without loss of pay to attend job-related educational conferences, seminars and workshops which they are eligible to attend, as long as scheduling permits and the conference relates directly to the duties of the current position. Employees who make a request and are approved will be paid wages for up to eight hours if attending the same on a scheduled work day, fees for the conferences or seminar, and some portion of other related expenses which are not eligible for reimbursement by the New England Health Care Employees Training Fund (the "Training Fund"). There shall be no cost to employees for these programs. An employee shall be paid up to twenty-four (24) hours full-time/sixteen (16) hours part-time plus reasonable expenses, including the conference fee, if any, for attendance at an educational conference or seminar which the Hospital directs him/her to attend or which pertains to a required license or certification. If the conference falls on the employee's day off, the Hospital shall pay the employee for the day or the employee shall be provided another day off with pay on a mutually agreed-to day. Payment shall be for conference or seminar hours and a reasonable time for travel, but not in excess of twenty-four (24) hours full-time/sixteen (16) hours part-time for two (2) day/one (1) day attendance respectively. An employee can carry over one (1) two (2) conference days on April 1 of each year. An employee can accumulate a maximum of three (3) six (6) conference days.

(c) The Hospital will set aside a maximum fund of \$18,000 per contract year for Registered Nurses and Licensed Practical Nurses and \$9,000 per contract year for Social Services and PAS Clinicians for the purposes set forth in sections (a) and (b) above; in the

event the whole of such fund is not expended in any contract year, unused funds will be pooled into a separate education fund that can be accessed by any bargaining unit. Employees may make application for payments for such conference, seminars and/or courses on a first come first serve basis.

(d) The Hospital shall pay the full cost of any job related educational course at an accredited institution which the Hospital requests an employee to attend.

(e) The Hospital will permit up to two paid days/shifts off to those employees in the formal CNA training course who are required as part of the training program to participate in the clinical practicum and who also are otherwise scheduled to work.

(f) Upon request by the Union, the Hospital shall provide the Union with an accounting of the status of the tuition reimbursement fund referred to in subsection (b) of this Article.

(g) Educational reimbursement shall be paid within 45 days of submission of necessary paperwork required to process payment. Educational reimbursement shall be paid within 45 days of submission of necessary paperwork required to process payment.

(c) Training Fund

1. Effective July 1, 2025, and for the duration of the contract [DATE to DATE]; The Employer shall contribute to the New England Health Care Employees Training Fund (the "Training Fund"). Existing Hospital Education benefits will continue in their current form through September 30, 2025. Thereafter, all Education benefits will be through the Training Fund, with the exception of Section (a), Conferences, above. Monthly payments shall be based upon the previous month's payroll.

2. The contribution shall consist of a sum equal to one quarter of a percent (0.25%) of the monthly payroll of employees in the bargaining unit, exclusive of amounts earned by employees who have not completed their probationary period, up to an annual cap of \$100,000.00 total, across all four bargaining units.

3. Payments shall be due no later than sixty (60) days following the payroll month on which they are based.

4. Such contributions shall be used by the trustees of the Training Fund for the purpose of providing education and training in the health care field for employees for their self-improvement and for improved patient care, as the trustees of the said Training Fund may determine.

A. The Training Fund shall be held and administered under the terms and provisions of the agreement and Declaration of Trust, and any amendments thereof.

B. An independent audit of the Training Fund shall be made annually and a statement of the results shall be furnished to the employer.

C. The employer shall submit regular monthly reports in such form as may be necessary for the administration of the Training Fund.

D. The employer agrees to make available to the Training Fund such records of employees as classifications, names, social security numbers and accounts of wages which the Training Fund may require in connection with the operation of the Training Fund or that may be required in order to determine the eligibility of employees for Training Fund benefits, and to permit accountants for the Training Fund to audit such records of the employer.

(h) The preceptor program offers a practical approach to the orientation of new employees. The preceptor provides increased clinical support for the new employee.

(1) Definition: A voluntary preceptor is an employee who has met or is capable of meeting the following criteria as demonstrated by the Hospital's current employee evaluation process:

- (i) Job-related/clinical competence as determined by the Supervisor;
- (ii) Ability to prove leadership;
- (iii) Communication skills;
- (iv) Interest in professional growth;
- (v) Willingness to work with and provide feedback to new employees.

(2) Policy:

- (i) Any employee interested must apply to their Manager;
- (ii) Assignment of preceptors is based on seniority and will be distributed on an equitable basis;
- (iii) Employees must have at least one (1) year service in a particular unit where assigned as a preceptor;
- (iv) Preceptors must attend preceptor workshop annually;
- (v) A preceptor is part of the staffing pattern;
- (vi) A preceptee is not part of the staffing pattern. A preceptor shall not be responsible for training more than one preceptee at a time.

(3) Preceptor pay:

As of 10/01/16 [DATE OF RATIFICATION] \$2.00 \$3.00 per hour

(4) Preceptors who are doing 'supervision' will receive preceptor pay for time spent in 'supervision'. Preceptor pay for ACDP 'supervision' will only be paid to preceptors holding the ACDP.

~~The parties agree to create a committee to explore avenues for professional development. The committee shall include an equal number of managers and Union members. Ideally, the committee members will include: two (2) RNs; three (3) Mental Health Workers (1 MHW, 1 CNA, 1AT); and one (1) LPN, all of whom shall be agreed upon by the parties. All employees on the committee will be compensated for their time.~~

WORKFORCE TRAINING AND DEVELOPMENT

MEMORANDUM OF AGREEMENT

_____ The parties will enter into an agreement effective October 1, 2021 which will replace the education fund allocations referred to in each collective bargaining agreement as follows:

EDUCATION FUND

_____ The parties recognized that the ongoing education of existing Bargaining Unit Employees and the opportunity for job advancement are important to the success of the Hospital and the Employees.

_____ Accordingly, the Hospital agrees to contribute up to one hundred thousand dollars (\$100,000) per year to an educational fund up to a maximum balance of \$150,000.

_____ The Hospital and the Union will jointly administer the fund.

_____ How the fund is expended will be determined by a committee made up of an equal number of members appointed by management and the Union, no more than seven (7) appointed by each.

New England Health Care _____ Butler Hospital
Employees Union
District 1199, SEIU



By: _____ By: _____

Mary E. Marran, MS, OT, MBA

President and COO,

Dated: 3/14/2022 _____ Dated: February 21, 2022

*Technical Bargaining Unit
Hospital Modified Proposal #9 – Article 23, Life Insurance
May 6, 2025*

ARTICLE 23
Life Insurance

(a) The Hospital will maintain for full-time and eligible part-time employees employed on the effective date of this Agreement who have completed their probationary period of employment, Group Life Insurance, including accidental death and dismemberment coverage, in ~~the amount of \$10,000 for employees whose annual wages are less than \$10,000 and, an~~ amount of one and one-half (1 1/2) times annual wages for employees whose annual earnings are \$10,000 or more; (i.e. up to \$50,000) adjustments shall be made ~~quarterly as required immediately following any salary change.~~ The Hospital shall select, and may from time to time, at its option, change the insurance carrier which will provide the coverage. A certificate of such coverage shall be furnished to each employee.

(b) For new eligible employees hired after the effective date of this Agreement, or for eligible employees who have not completed their probationary period, life insurance will be effective on the first day of the month following the ~~completion of the probationary period~~ date of hire.

~~[Discontinue separate term life insurance benefit offered through Colonial Life]~~

Technical Bargaining Unit
Hospital Modified Proposal #10 – Article 20, Medical Insurance Benefits
May 7, 2025

ARTICLE 20

Medical Insurance Benefits

(a)(1) During the life of this contract, the Hospital shall provide individual coverage, or family coverage for employees under its medical, dental, and vision insurance plans. The medical and dental Summary of Benefits and Coverage (“SBC”) for plan year 2025, which will apply to plan years 2026, 2027, 2028, and 2029, is appended hereto as Appendix [X].

Effective January 1, 2026, bi-weekly employee contributions for the medical plans shall be:

~~The Butler Union Network Blue New England medical plan or another plan that is reasonably equivalent to that plan is the Hospital Designated Plan (HDP). Employees are eligible to participate in this plan if they; 1) complete an annual HRA or; 2) complete an annual physical; and 3) participate in at least two health and/or wellness programs per year. The HDP shall be the BlueCHIP HMO or another plan that is reasonably equivalent to the BlueCHIP HMO.~~

~~Effective January 1, 2022 the option to have the Employer front load the HSA accounts will only be available for those employees whose HSA account balance is below the annual deductible for the relevant plan and such employees will be eligible for front loading of up to that level of that deductible. To be eligible, the employee will provide reasonable proof that the account balance is below the deductible.~~

For those employees choosing the HDP plan, co-pays will increase as follows:

Emergency Room:	\$100.00		
Prescription (non HDP):	\$10 / \$40 / \$75 / \$90 / \$100		
Prescription for HDP:	\$10 / \$40 / \$50 / \$65 / \$65 (effective 1/1/18)		
All OP visits	\$15	Routine eye exam	\$15
Urgent Care Center	\$25	OP surgical	\$15
Chiro	\$15	PT/OT/ST	\$15

Deductibles for the HDP plan will be \$150/\$300 effective January 1, 2022.

Employees covered by the HDP will make contributions toward the HDP as follows: (Staff earning \$19.50 per hour or less will pay half the bi-weekly contribution rates for individual and family coverage, co-shares, and spousal premiums.) This will increase to \$20.00 per hour effective April 1, 2022, and increase to \$21.00 per hour effective April 1, 2024.

<u>Butler Union</u>CNE Network Blue New England (HDP)<u>BCBS New England Network</u> Bi-weekly employee contributions				
	Full-Time Family	Full-Time Individual	Part-Time Family	Part-Time Individual
1/1/2018	\$40	\$25	\$125 (71-60) \$150 (59-50) \$175 (49-40)	\$35
1/1/2019	\$50	\$30	\$125 (71-60) \$150 (59-50) \$175 (49-50)	\$40
1/1/23	\$60	\$35	\$130 (71-60) \$155 (59-50) \$180 (49-40)	\$50
1/1/24	\$70	\$37.50	\$135 (71-60) \$160 (59-50) \$185 (49-40)	\$50

<u>1/1/2025</u>	<u>\$70</u>	<u>\$37.50</u>	<u>\$185</u>	<u>\$50</u>
<u>1/1/2026</u>	<u>\$20</u>	<u>\$10.00</u>	<u>\$67.50</u>	<u>\$25</u>
<u>1/1/2027</u>	<u>\$21.50</u>	<u>\$11</u>	<u>\$73</u>	<u>\$27</u>
<u>1/1/2028</u>	<u>\$23.50</u>	<u>\$12</u>	<u>\$79</u>	<u>\$29.50</u>
<u>1/1/2029</u>	<u>\$25.50</u>	<u>\$13</u>	<u>\$89.50</u>	<u>\$32</u>

~~(a)(2) Employees who participate in any plan other than the HDP will make contributions toward that plan as follows:~~

~~CNE Tiered Plan (CNE is Tier 1):~~

Butler Union Healthmate 1000/3000 (National BCBS Network)				
Bi-weekly employee contributions				
	Full-Time Family	Full-Time Individual	Part-Time Family	Part-Time Individual
1/1/2018	\$85	\$60	\$170(71-60) \$200(59-50) \$232(49-40)	\$60
1/1/23	\$95	\$70	\$180(71-60) \$210(59-50) \$250(49-40)	\$70
<u>1/1/2025</u>	<u>\$95</u>	<u>\$70</u>	<u>\$250</u>	<u>\$70</u>
<u>1/1/2026</u>	<u>\$95</u>	<u>\$70</u>	\$250 <u>\$210</u>	<u>\$70</u>
<u>1/1/2027</u>	<u>\$103</u>	<u>\$76</u>	\$271.50 <u>\$228</u>	<u>\$76</u>
<u>1/1/2028</u>	<u>\$112</u>	<u>\$82.50</u>	\$294.50 <u>\$247</u>	<u>\$82.50</u>
<u>1/1/2029</u>	<u>\$121.50</u>	<u>\$89.50</u>	\$319.50 <u>\$268</u>	<u>\$89.50</u>

Butler Union BlueSolutions HDHP with HSACNE Modified Plan (National BCBS NetworkBlue Cross network is Tier 1)”

Effective 1/1/2026, the Hospital will, at an employee’s election, ‘Front Load’ an amount at the beginning of the plan year up to 50% of the plan deductible into an employee’s Health Savings Account (HSA). Employees’ accounts will be funded as soon as administratively possible at the beginning of each plan year. Employees can choose to make additional pre-tax contributions to their HSA, which are deposited as they are deducted from each paycheck. The employee will be responsible for repaying the Front Load through post-tax payroll deduction. If the employee leaves employment of the Hospital prior to repaying the Front Load in full, the balance will be due and owing on the last date of employment.

Effective 1/1/2026, during the life of this Agreement [DATE to DATE] the Hospital will contribute the following percentage amounts of total IRS annual minimum deductible limits for HSAHigh Deductible Plan participants. The Hospital will ‘Front Load’ in accordance with the above paragraph for employees who elect that option.

HSA Contributions		
Year	Employer %	Employee %
2026	4550%	5550%
2027	3050%	7050%
2028	4550%	8550%
2029	050%	10050%

Butler Union BlueSolutions HDHP with HAS (National BCBS Network)				
Bi-weekly employee contributions				
	Full-Time Family	Full-Time Individual	Part-Time Family	Part-Time Individual
1/1/2018	\$120	\$75	\$190(71-60) \$215(59-50) \$240(49-40)	\$75
1/1/24	\$140	\$90	\$200 (71-60) \$224 (59-50) \$260 (49-40)	\$95
<u>1/1/2025</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>1/1/2026</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>1/1/2027</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>1/1/2028</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>1/1/2029</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Employee contributions will increase in years 2-4 of the contract, using the same employer/employee cost share percentage towards the total medical premium as the first year of the contract, but not to exceed an 8.5% increase.

(b) New employees, if eligible to participate, shall be afforded this insurance plan beginning as of the first day of the next calendar month after date of hire~~30 days of employment~~.

(c) It is agreed that the Hospital's only obligation is to pay its share of the cost of the insurance plan referred to above, and to remit authorized amounts deducted from ~~part-time~~ employees' wages and that in all matters with respect to coverage, payments, or benefits and the amount thereof, the master policy issued by the insurance carrier shall control. If the Hospital intends to make changes to the ~~non-HDP~~ health care plans, it must provide the Union with at least 45 days' notice and meet with the Union to discuss alternatives.

(d) Except as otherwise required by law, or except as required by Article 16(f), the Hospital shall have no obligation to pay premiums for insurance coverage of employees who terminate for any reason, or who are laid off or on a leave of absence, as of the date such employees are no longer on the active payroll of the Hospital. ~~Employees who are on a sick leave of absence may continue to be covered by the Hospital's medical and/or dental insurance plans if they make appropriate arrangements with the Hospital for payment of 100% of the monthly premium charged by the carrier, provided, however, Employees who are on an unpaid leave of absence are responsible for continuing to pay for their portion of applicable insurance premiums, such as medical and dental, while on leave. If any outstanding balance remains upon return to work, employees must repay the balance within 90 days of their return to work~~

date. Article 16(f) shall apply to the applicable medical plan. Management shall continue its practice of reviewing the healthcare cost coverage when employees are on LOAs on a case-by-case basis.

(c) ~~For employees who participate in other Hospital approved health plans, the Hospital will pay the amount it pays as monthly or quarterly premiums for medical insurance under paragraphs (a) or (b) of this Article. Upon such payment, the rules and regulations of the applicable health plan shall apply to the health care furnished to the employee and the Hospital shall have no further responsibility for the additional cost which may be required or the kinds of coverage provided.~~ The employee, upon making the request for payment to the applicable health plan, authorizes the Hospital to deduct from his or her wages, bi-weekly, the cost of the plan selected by the employee which is in excess of the cost to the Hospital of the plan of health insurance set forth in paragraphs (a) or (b) of this Article.

(f) Annually, employees may elect into which plan they will participate. Contribution toward premiums, if any, will be deducted from gross wages, before federal, state and social security taxes in accordance with IRS regulations. Employees shall be able to change benefit levels (individual vs. family) at a time other than the enrollment period only within 30 days of if the employee has a qualifying status change. These changes are as follows: legal marital status; number of dependents; dependent satisfies or ceases to satisfy the requirements for unmarried dependents; change in employment status; an enforceable court order; or any other change otherwise permitted by IRS regulations.

(g) The dental plan attached as Exhibit D (new Premium Plan) will become a plan option effective January 1, 2022. Effective January 1, 2026, bi-weekly contributions for employees selecting the Premium Plan shall be:~~The employee contribution for said plan will be \$25 bi-weekly for family and \$6.30 for individuals (and proportionate to the other plans for part-time employees).~~

<u>Dental Premium Plan</u>				
<u>Bi-weekly employee contributions</u>				
	<u>Full-Time Family</u>	<u>Full-Time Individual</u>	<u>Part-Time Family</u>	<u>Part-Time Individual</u>
<u>1/1/2026</u>	<u>\$25.00</u>	<u>\$6.30</u>	<u>\$49.69</u>	<u>\$9.06</u>
<u>1/1/2027</u>	<u>\$25.00</u>	<u>\$6.30</u>	<u>\$49.69</u>	<u>\$9.06</u>
<u>1/1/2028</u>	<u>\$25.00</u>	<u>\$6.30</u>	<u>\$49.69</u>	<u>\$9.06</u>
<u>1/1/2029</u>	<u>\$25.00</u>	<u>\$6.30</u>	<u>\$49.69</u>	<u>\$9.06</u>

(g)(1) Effective January 1, 201726, bi-weekly contributions for employees selecting the Standard Plan shall be:

_____ Hours _____ Family _____ Individual

72	80	\$2.00	\$1.00
60	71	\$6.00	\$1.00
50	59	\$8.00	\$1.00
40	49	\$10.00	\$1.00

The Hospital will also provide a Premium Dental Plan. Effective January 1, 2017 (as of January 1, 2022 this is the “High Plan”), bi-weekly contributions for employees selecting the Premium Plan shall be:

Hours	Family	Individual
72 80	\$12.00	\$3.13
60 71	\$17.20	\$4.50
50 59	\$24.14	\$4.50
40 49	\$27.61	\$4.50

Dental Standard Plan				
Bi-weekly employee contributions				
	Full-Time Family	Full-Time Individual	Part-Time Family	Part-Time Individual
<u>1/1/2026</u>	<u>\$2.00</u>	<u>\$1.00</u>	<u>\$10.00</u>	<u>\$1.00</u>
<u>1/1/2027</u>	<u>\$2.00</u>	<u>\$1.00</u>	<u>\$10.00</u>	<u>\$1.00</u>
<u>1/1/2028</u>	<u>\$2.00</u>	<u>\$1.00</u>	<u>\$10.00</u>	<u>\$1.00</u>
<u>1/1/2029</u>	<u>\$2.00</u>	<u>\$1.00</u>	<u>\$10.00</u>	<u>\$1.00</u>

The Hospital will also provide a “High” Premium Dental Plan. Effective January 1, 2017 (as of January 1, 2022 this is the “High Plan”), bi-weekly contributions for employees selecting the Premium “High” Plan shall be:

Hours	Family	Individual
72 80	\$12.00	\$3.13
60 71	\$17.20	\$4.50
50 59	\$24.14	\$4.50

Dental High Plan				
Bi-weekly employee contributions				
	Full-Time Family	Full-Time Individual	Part-Time Family	Part-Time Individual
<u>1/1/2026</u>	<u>\$12.00</u>	<u>\$3.13</u>	<u>\$24.14</u>	<u>\$4.50</u>
<u>1/1/2027</u>	<u>\$12.00</u>	<u>\$3.13</u>	<u>\$24.14</u>	<u>\$4.50</u>
<u>1/1/2028</u>	<u>\$12.00</u>	<u>\$3.13</u>	<u>\$24.14</u>	<u>\$4.50</u>
<u>1/1/2029</u>	<u>\$12.00</u>	<u>\$3.13</u>	<u>\$24.14</u>	<u>\$4.50</u>
40 49	\$27.61	\$4.50		

As of January 1, 2014, student rider will change from 19 to 23 years of age.

(h) Employees who show proof of coverage at another insurer may elect to discontinue coverage at Butler Hospital and receive additional compensation ~~as follows~~ of \$1000.00 per year for full-time employees and \$500.00 for part-time employees to be paid on a per pay period basis.

Insurance Opt-Out Credits		
	Full-Time	Part-Time
1/1/2025	\$1,000	\$500
1/1/2026	\$750	\$375
1/1/2027	\$500	\$250
1/1/2028	\$250	\$125
1/1/2029	\$0	\$0

(~~h~~) Part-time employees who are eligible for health and dental insurance but regularly work an average of at least two extra shifts per pay period for thirteen (13) weeks shall, at the end of the 13 consecutive weeks, receive health and dental insurance based on the average hours worked during those 13 weeks. To qualify for this benefit, the employee or delegate must make the request to Human Resources. To maintain eligibility for this benefit, employees shall be required to continue to work the new average hours or greater per pay period, at straight time, and submit verification to Payroll. If an employee fails to meet the average hours per pay period required to maintain this benefit for three months in any rolling twelve month period the employee shall not be afforded this benefit for the following 12 months.

~~(j) Upon ratification of the contract, the Employer shall offer an open enrollment period so that all employees who wish to switch insurance coverage may do so, and in addition shall provide in-service education to bargaining unit members regarding the mail-order prescription program.~~

~~Blue Solutions HSA (Coast to Coast network) Prior to open enrollment in 2018 the Parties shall meet to discuss the possible addition of the Blue solutions HSA option, which can only be added by mutual agreement.~~

(k) ~~Effective January 1, 2023~~ During plan years 2026 and 2027, e employees shall be permitted to add spouses, ~~or common law spouses, or domestic partners~~ to their health insurance plans at a cost of ~~ten dollars (\$10.00)~~ seven dollars and fifty cents (\$7.50) per pay period, and will be added to their health plan payroll deduction. The working spouse premium is an additional premium that will apply if your spouse (including a divorces spouse or common law spouse ~~or domestic partner~~) has access to health care coverage through an outside employer but chooses to enroll in a Butler health plan. The working spouse premium does not apply if:

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- You do not enroll your spouse in the Butler health plan;
- Your spouse is employed, but is not eligible for health coverage through his/her employer;
- Your spouse is unemployed;
- Your spouse is retired;
- You and your spouse both work at a Care New England facility.

~~On January 1, 2024, the cost to add a spouse to your health insurance plan increases to ten dollars (\$10.00) per pay period.~~

(j) The Hospital will provide the Benefits Workbook, Open Enrollment instructions, and the Open Enrollment newsletter, in English, Spanish, and Portuguese.

*Technical Bargaining Unit
Hospital Proposal #11 – Article 24, Pension
April 2, 2025*

ARTICLE 24 Pension

(a) The Hospital will maintain its existing pension plan (the “Plan”) for employees currently enrolled in the Plan for the term of this Agreement. Effective December 31, 2025, the Hospital will freeze new entrants into the Plan.

The Hospital will provide each employee with a booklet describing pension benefits. Effective April 1, 1990, the Hospital will provide fully-vested employees with an annual statement of estimated pension benefits.

(b) Effective January 1, 2026, all newly-hired employees will be automatically enrolled in the Hospital’s 403(b) Plan (“403(b)”), as specified in the 403(b) plan documents. The Hospital shall have the right to substitute the 403(b) plan recordkeeper. For purposes of this section, the term “hired” shall also mean anyone rehired or anyone hired from outside the bargaining unit who transfers into the bargaining unit.

(ac) Employees enrolled in the Plan shall have the option to contribute to the 403(b) on a voluntary basis with no Hospital match the same basis as employees automatically enrolled in the 403(b). The Hospital shall provide a matching contribution of 100% of the first 6% of eligible compensation, for all newly-hired employees hired on or after January 1, 2026, as more fully described in the 403(b) Plan document. The hospital shall contribute to a Tax Sheltered Annuity (TSA) for eligible employees as specified below:

60 Years of Age	10 Years of Service	2.75% Contribution
50 Years of Age	15 Years of Service	2.25% Contribution
Not Age Driven	25 Years of Service	2.25% Contribution
Not Age Driven	20 Years of Service	2.00% Contribution
Not Age Driven	15 Years of Service	1.75% Contribution

Not Age Driven 10 Years of Service 1.50% Contribution

All contributions to TSA based upon percentage of gross pay. Contributions shall be remitted monthly.

(b) ~~The Hospital shall make a one time adjustment to improve the past service benefit. The 'annual accrued benefit' as of September 30, 1998 will be increased by 1% for each 'year of service' up to a maximum of 15%. This one time adjustment will be reflected in the next annual pension statement distributed to each employee.~~

[Eliminate 2021 "Pension" side letter]

Pension

~~The parties will enter into a Memorandum of Agreement that will provide:~~

~~The parties will, in good faith, review, assess and determine the feasibility and viability of merging the existing employer defined benefit pension plan (the "Butler Hospital plan") with the multi-employer NE Healthcare Employees Pension Fund (the "1199 Fund").~~

~~Key principles that will guide the parties are:~~

- ~~(i) preserving and securing the participants' retirements;~~
- ~~(i) full education of the employees before they decide whether to change; and~~
- ~~(i) enhancing the financial standing of the respective funds and the employer.~~

~~Both parties shall work diligently for the remainder of 2021 gathering information and working together to determine whether such a transaction is feasible and in keeping with the key principles above and that any potential transaction meets all regulatory approval and benchmarks.~~

~~Each party commits to spending a reasonable amount of funds to explore such a transaction; each party is responsible for its own legal and actuarial fees.~~

~~Any dispute under this memorandum of agreement shall be resolved first by mediation with John August, and if that does not resolve the issue, by binding arbitration subject to the rules of American Arbitration dispute resolution process. Costs associated with dispute resolution process shall be split 50/50.~~

~~If on or before November 1, 2021 there has been no agreement reached, the Union and 1199 Pension leadership will meet with CNE and Butler leadership including, but not limited, to the CEO and CFO of CNE and the President of Butler to address this issue.~~

New England Health Care _____ Butler Hospital
Employees Union
District 1199, SEIU



By: _____ By: _____
Mary E. Marran, MS, OT, MBA
President and COO

Dated: 3/14/2022 Dated: February 21, 2022

Technical Bargaining Unit
Hospital Modified Counter-Proposal – Article 22, Minimum Wages
April 15, 2025

ARTICLE 22 MINIMUM WAGES

(a) Effective in the first full pay period following~~Upon~~ ratification of this Agreement, all steps on the salary scale in Attachment A will increase ~~2%~~3%. During the term of this Agreement, all steps on the salary scale in Attachment A will be increased as follows:

Effective the first full pay period that includes [May 1], 2026,~~1%~~2%;

Effective the first full pay period that includes [May 1], 2027,~~1%~~2%;

Effective the first full pay period that includes [May 1], 2028,~~2%~~3%.

(b) Effective in the first full pay period following ratification of this Agreement, all employees whose experience exceeds the salary scale in Attachment A will receive a~~4%~~5%~~6%~~ increase to their base rate of pay.

(c) During the term of this Agreement, on-scale employees shall~~receive an advance~~ one step each year, as follows:

1% increase effective April 1, 2021;

1.5% increase effective April 1, 2022;

1% increase effective April 1, 2023; and

1% increase effective April 1, 2024.

Effective the first full pay period that includes [May 1], 2026;

Effective the first full pay period that includes [May 1], 2027; and

Effective the first full pay period that includes [May 1], 2028.

~~(a)(1)~~(d) During the term of this A~~Upon ratification of this agreement, all off-scale employees shall receive a~~ the following across-the-board pay increases:

2.5% increase effective April 1, 2021;

2.5% increase effective April 1, 2022;

1% increase effective April 1, 2023;

1% increase effective October 1, 2023;

~~1% increase effective April 1, 2024 and~~
~~1% increase effective October 1, 2024. After the receipt of such wage increase, if~~
~~any employee is making less than \$15 per hour, they will be adjusted to \$15 per hour.~~
~~2%3%4% effective the first full pay period that includes [May 1], 2026;~~
~~2%3% effective the first full pay period that includes [May 1], 2027; and~~
~~4%5% effective the first full pay period that includes [May 1], 2028.~~

~~Wage scales for all classifications are set forth in Attachment A.~~

~~(a)(c)~~ The rates of pay as set forth above are the “regular” or “straight time” rates of pay of employees, as those terms are used in this agreement.

~~(b)(f)~~ Per Diems and Casuals may be paid up to Step 7 plus 15.0%. No new employees shall be hired in above Step 7. Per diem Intake Coordinators will receive per diem rates.

~~(e)(g)~~ An employee, when required to work in other than his regular job, shall be paid his regular rate or the rate for the other job, whichever is higher, for all time worked in the same.

~~(b)(h)~~ ~~Effective April 1, 2005~~During the life of this Agreement [DATES], Licensed Chemical Dependency Professionals (LCDP) shall be paid a \$1,000 yearly stipend which shall be paid on the anniversary date of certification and only paid to staff actually working in the ADTS program for more than one year. The stipend payment for the first year, however, shall be \$2,000. ~~Those who have already received a first time stipend will be recognized by payment of the difference between the prior first year stipend and the new April 1, 2005 first year stipend.~~

~~(e)(i)~~ The Hospital may increase the wage scales for a particular job title when market data demonstrates that the contractual pay for the classification is below the market and the Hospital is experiencing difficulty in hiring into or retaining employees in that title. The Hospital shall meet and confer with the Union in order to obtain agreement prior to any change and shall provide documentation to show that the current salary range is below market and warrants an adjustment. The Hospital will not make any market changes within the six (6) month period prior to the expiration of the contract~~During the life of this agreement, the Hospital shall conduct an annual market survey for Mental Health Workers, COTAs, and Intake Coordinators. This market survey shall be conducted in February 2022, February 2023, and February 2024 with the information being made available to the Union.~~

~~_____ The market survey (a) will cover McLean Hospital, Institute of Living, Rhode Island Hospital, and St. Joseph's Hospital/Fatima Unit (b) will take the average of the steps, from the three, four and five year levels at each of the included hospitals, and (c) will calculate and compare this average of the steps against the comparable average of the steps currently in effect at Butler Hospital.~~

~~_____ In accordance with the foregoing analysis, should the calculated average of the steps at the comparison hospitals exceed the comparable average of the steps currently in effect at the Hospital, the Hospital will add the percentage to the agreed upon 'on-scale' and 'off-scale'~~

~~percentages in the contract. These will go into effect on April 1st of the same calendar year in which the February market survey is conducted.~~

~~(d)(j)~~ All employees (except those covered under the EVS Tech MOU) changing their classification status shall, for purposes of being placed on the appropriate step in the corresponding classification step system, receive one (1) year for every two (2) complete years worked as an employee up to a maximum of step seven (7) (to the extent it exists), or will retain their current rate of pay, whichever is greater.

~~— This provision will be effective retroactively to January 1, 2019.~~

~~(e)(k)~~ If the Employer creates a new job classification, or makes a material change to a job description or job duties, the Employer will negotiate a rate for such classification with the Union. Upon request, the employer agrees to provide the union with a copy of any bargaining unit members changed or new job description. New Employees shall receive a copy of their job description upon hiring.

~~(f)(l)~~ Longevity: During the term of this Agreement [DATES], Employees with 15 years of service shall receive a 2% increase to their base rate of pay in the first full pay period following ratification, and in subsequent years, during the first full pay period that includes [May 1st]. Beginning April 1, 2009, During the term of this Agreement [DATES], Employees with 20 years of service shall receive a 1% increase to their base rate of pay in the first full pay period following ratification, and in subsequent years, during the first full pay period that includes [May 1st]. Employees with 25 years of service or more on [May]April 1 of each year will receive a longevity bonus of \$500. Employees with 30 years of service or more on [May]April 1 of each year will receive a longevity bonus of \$750.

~~(i)(m)~~ Mental Health Workers that are required to have a CNA license for her/his job will receive a two percent (2%) differential.

(n) Effective the first full pay period that includes [May 1], 2028, the Mental Health Worker start rate will be increased to match the Intake Coordinator start rate, and all Intake Coordinators will assume the job title of Mental Health Worker.

*Technical Bargaining Unit
Hospital Counter-Proposal – MOU, Cross-Training of Employees
April 8, 2025*

Memorandum of Understanding – Cross-Training of Employees

~~The parties shall negotiate a memorandum of understanding to initiate a program for the voluntary cross training and job coverage of employees by July 1, 2017. In no way shall this cross training program relieve management of its obligation under Article 1 to make every effort~~

~~to fill vacancies with permanent employees, but instead~~ The cross-training of employees is intended to provide supplementary coverage for vacations, sick calls, acuity, LOA, etc. ~~If no agreement has been reached by this date, then the following shall apply:~~ and other shift vacancies.

~~At manager discretion, All~~ Employees ~~in the following classifications~~ who already have the minimum qualifications for another classification and who wish to cross-train in order to provide coverage in another department shall be eligible for cross-training.±

~~Unit Secretaries / Clinical Information Service Clerks / PAS Intake Coordinators / Clinical Access Specialists / Patient Financial Services Coordinators / Mental Health Workers~~

Staff interested in being cross-trained shall inform the appropriate managers of their interest. The Hospital ~~will~~ may provide observation opportunities on work time for employees interested in learning about cross-training in another position.

If a staff member is available ~~to work in the cross-trained department~~ at least ~~32~~ shifts ~~per month~~ biweekly to make the cross-training worthwhile, a cross-training schedule will be developed. If the resources available for cross-training limit the number of staff who can be cross-trained at any one time, bargaining unit seniority shall prevail among interested employees.

If an employee cross-trains in a position with a ~~wage rate that is \$2.00 or more per hour~~ higher wage rate (as determined by the start rate of each position), all hours worked by that employee in the cross-trained position will be paid an additional \$2.00 per hour plus differential (if any). Employees will be responsible for entering the proper cross-training code in Kronos for all such hours, or for submitting a time adjustment slip before the end of the pay period.

Scheduling will be done ~~in accordance with the scheduling practices of that department in which the cross-trained employee will be working, ensuring that shifts are first available to employees within the classification before being offered to cross-trained employees, via the various departments, in coordination with the union and the scheduling office to ensure adequate coverage and coordination throughout the hospital, and ensure that the awarding of extra shifts occurs fairly and equitably. Cross-trained employees will be permitted to volunteer to work shifts in a classification other than their own after employees within the classification have been afforded the opportunity to work the shift, in the following order:~~

~~At straight time within the classification, by seniority, fairly and equitably~~

~~At premium pay within the classification, by seniority, fairly and equitably~~

~~At straight time by a cross-trained employee from another classification, by seniority, fairly and equitably~~

~~At premium pay by a cross-trained employee from another classification, by seniority, fairly and equitably~~

Separate classification seniority lists will still prevail in each classification, and cross-trained employees will not establish classification seniority in any position for which they are cross-trained.

However, ~~in the event that~~ if a job posting is unfilled after the completion of the normal posting period within the classification seniority list, ~~cross-trained~~ hospital employees from outside the

classification will be awarded the position in hospital seniority order before the hospital considers candidates from the outside.

The hospital will make every reasonable effort to promote internal bargaining unit members in the job bidding process outlined in Article 9.

Dietary employees may volunteer to be cross-trained to perform other jobs in the dietary department. Additionally, PAS and Social Service clinicians may volunteer to be cross-trained for one another. Both of these cross-training programs will occur according to the terms outlined above. Mental health workers shall have the right to be cross-trained throughout the hospital including PAS, IAC, Inpatient Units, Partial and Outpatient Hospital. At manager discretion, Mental Health Workers may seek training opportunities in various departments throughout the Hospital within their job classification to promote operational flexibility.

NEW ENGLAND HEALTH
CARE EMPLOYEES UNION
DISTRICT 1199

BUTLER HOSPITAL



By: _____

By: _____

MBA

Mary E. Marran, MS, OT,
President and COO

*Technical Bargaining Unit
Hospital Counter-Proposal – Article 9, Seniority; Job Bidding; Layoff; Transfers
May 5, 2025*

* * *

(h) Employees shall work on the shift, shifts or shift arrangement for which they were hired. An employee may not bid off the shift or out of the unit for which he was hired until the completion of three months of continuous active employment from the date of hire. While temporary transfers of up to 30 days may be made by the Hospital, the Hospital recognizes the concept of shift integrity, will change employee shifts only for good and sufficient reason, and will endeavor to maintain shift and unit manning requirements through utilization of the following procedure:

(1) Overtime and additional hours will be offered equitably among qualified full and part time qualified non probationary employees, (a) first among those employees within classification, (b) then among cross-trained employees from outside of the classification, (c) and (d) then mandatory

within the department. Upon posting the current schedule, the overtime list for the next schedule also shall be posted ~~in the book in the scheduling office.~~

(a) The fair and equitable ~~D~~distribution of overtime and additional hours for staff within classification shall be as follows:

Voluntary / Straight Time ~~By by~~ Seniority ~~-(FT & PT)-/Fair & Equitable~~
Voluntary / Straight Time ~~By by~~ Seniority ~~-(Per Diem)-/Fair & Equitable~~
Voluntary / Overtime ~~By by~~ Seniority (FT & PT) ~~-/Fair & Equitable~~
Voluntary / Overtime ~~By by~~ Seniority (Per Diem) ~~-/Fair & Equitable~~
~~Voluntary / Overtime by Seniority (Probationary employees)*~~

(b) The fair and equitable distribution of overtime and additional hours for cross-trained staff from other job classifications shall be as follows:

Voluntary / Straight Time by Seniority (FT & PT)
Voluntary / straight Time by Seniority (Per Diem)
Voluntary / Overtime by Seniority (FT & PT)
Voluntary / Overtime by Seniority (Per Diem)

(c) The fair and equitable distribution of overtime and additional hours for probationary employees within the classification shall be:

Voluntary / Straight Time by Seniority (Probationary employees)*
Voluntary / Overtime by Seniority (Probationary employees)*

(d) Mandatory / See Freeze-In Article

*Probationary Employees are eligible to bid on overtime and additional hours if all of the following criteria are met:

1. Successful completion of peer reviewed competency checklist;
2. The employee is at or beyond 45 calendar days into their probationary period; and
3. The employee has been cleared by the Director of Nursing Education in collaboration with the employee's Manager

* * *

ARTICLE 17

Safety

* * *

(d) The Hospital will maintain its existing ~~Fire and~~ Safety Committee. The Hospital shall appoint to this Committee an employee who is acceptable to the Union. He shall not lose any pay for attending committee meetings.

(e) Union members on the ~~Fire and~~ Safety Committee and the Recruitment and Retention Committee shall be paid at their normal hourly rate for attending meetings.

[Update remaining references to “Fire and Safety Committee”]

[Add as a Side Letter]

Recruitment and Retention Committee

The Hospital and the Union agree that recruiting and retaining a talented, stable workforce is essential to delivering high-quality patient care. To support this shared objective, the Hospital will establish a Recruitment and Retention Committee during the term of the **[DATES]** Collective Bargaining Agreement.

The Committee shall:

- Meet quarterly;
- Focus on sharing data and strategies related to recruitment and retention;
- Identify strategies to improve retention outcomes.

Committee structure may include up to (8) Union-appointed staff, (2) from each of the collective bargaining agreements, one union staff member, and an equal number of management representatives. Meeting agendas shall be developed in advance. The Recruitment and Retention Committee shall not be a forum for grievances or matters outside the scope of recruitment and retention strategy.

[Execute contemporaneous Memorandum of Agreement]

Workplace Violence Prevention Task Force

The Hospital and the Union share a mutual commitment to fostering a safe and violence-free workplace for all staff. We take seriously the concerns raised regarding workplace violence and agree that focused attention and action are warranted. To that end, the parties agree to establish a Workplace Violence Prevention Task Force which operates under the authority of the existing Health and Safety Committee.

Purpose

- This Task Force will function as a focused, time-limited, solution-oriented work group charged with identifying contributing factors to workplace violence, evaluating current prevention efforts, and recommending improvements to enhance staff safety. The Task Force shall not be a forum for grievances or matters outside its scope of work.

Structure

- The Task Force will consist of six (6) members, with equal representation from Union-appointed staff and management.
- The co-chairs of the Health and Safety Committee will oversee the Task Force's scope.

Scope of Work

- Review current protocols, training, and reporting procedures related to workplace violence.
- Identify systemic and department-level opportunities for improvement.
- Analyze data, including OSHA 300 logs and other resources available within the scope of the work of the Health and Safety Committee.

Duration

- The Task Force will meet monthly for ~~6 months~~ the duration of the contract [DATE to DATE], unless extended by mutual agreement of the Health and Safety Committee co-chairs based on the need for additional work. Upon conclusion, it will submit its findings to the Health and Safety Committee.
- After the Task Force concludes, the Health and Safety Committee will assume ongoing responsibility for monitoring, evaluating, and addressing workplace violence prevention efforts as part of its regular scope.

Technical Bargaining Unit

Hospital Counter-Proposal – Article 4, Grievance and Arbitration Procedure

May 4, 2025

ARTICLE 4

Grievance and Arbitration Procedure

* * *

Step 3. If a satisfactory disposition of the grievance is not made at Step 2, the Union may appeal within ~~ten (10)~~fifteen (15) working days from the date of the answer provided in Step 2 and give the Hospital written notice that the Union desires to take the matter to arbitration. Within the fifteen (15) day period from the disposition of the grievance in Step 2, the Union shall file a request for arbitration. Any arbitration under the terms of this Agreement shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

* * *

*Technical Bargaining Unit
Union Proposal – Article 11, No Discrimination
May 5, 2025*

ARTICLE 11
No Discrimination

* * *

The Union and the Hospital shall share the cost of translation for this collective bargaining agreement in English, Spanish, and Portuguese for all members.

*Technical Bargaining Unit
Union Proposal – Article 9, Seniority; Job Bidding; Layoff; Transfers
May 5, 2025*

* * *

(3) The Hospital shall give ~~seven (7)~~fourteen (14) days' notice of layoff unless unable to do so for reasons beyond its control.

*Technical Bargaining Unit
Hospital Counter-Proposal to Union Proposal – Article 9, new paragraph
May 5, 2025*

The parties agree that it is important to fill hours vacant due to LOA's in a timely manner to maintain patient safety and the normal staffing complement. In the event of a leave of absence, known vacancy (LOA of 1 week or greater), the Hospital may post temporary positions for the same shift, and up to the same number of requisitioned hours of the vacated position, for the purpose of appending hours to an employee's existing hours. The temporary position will be posted per the normal posting process and ~~This position(s)~~ shall be awarded by seniority. In the event that the successful bidder for the temporary position is unable to cover all posted hours, the remaining hours may be awarded to the next most senior bidder. Temporary positions shall be labeled as temporary and will may list the expected leave duration of the LOA, if known. ~~LOA~~

postings will be discussed at the unit meetings. Employee(s) will not be able to add hours in excess of forty (40) hours per week or (8) hours per day. This does not preclude employee(s)

Technical Bargaining Unit

Hospital Counter-Proposal to Union Proposal – Article 5, Union Steward; Visitation Rights
May 7, 2025

* * *

(h) The Hospital and the Union agree to the following regarding coverage for delegates who attend the monthly or bi-monthly Labor/Management Meetings: The Hospital will post a list of the delegates who need coverage and the time slots for other staff to sign up for that coverage. Delegates requesting coverage shall provide notice to the scheduling department (or to whom does scheduling for their department) no less than 72 hours in advance, though this will be done as far in advance as possible.

This process will be coordinated by a Hospital designee and a Delegate for the Union. If a delegate cannot attend the meeting, they will need to inform one of those two persons to remove their name from the sign-up list. If no one signs up for a delegate, the Hospital and Union will work collaboratively to find someone to sign up.”

Technical Bargaining Unit

Tentative Agreement – Cleanup (Global)
March 17, 2025

The parties agree to update all gender-specific pronouns in the collective bargaining agreement (i.e. “she”/“he”) to be gender neutral (i.e. “they”/“their”).

Technical Bargaining Unit

Tentative Agreement – Article 4, Grievance and Arbitration Procedure

March 17, 2025

ARTICLE 4

Grievance and Arbitration Procedure

* * *

Step 3. If a satisfactory disposition of the grievance is not made at Step 2, the Union may appeal within ten (10) working days from the date of the answer provided in Step 2 and give the Hospital written notice that the Union desires to take the matter to arbitration. Within the fifteen (15) day period from the disposition of the grievance in Step 2, the Union shall file a request for

arbitration. Any arbitration under the terms of this Agreement shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. ~~The parties agree to use the panel of arbitrators attached as Appendix C.~~

(a) The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from or modify in any way the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. All fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the expenses of the presentation of its own case.

~~The Hospital and Union shall mutually agree to a panel of arbitrators. Arbitrator selection for cases shall be by equitable rotation. Only one (1) arbitrator shall hear any matter brought to arbitration by the parties.~~

~~Any arbitration hearing under this article shall be heard within ninety (90) days of a party's demand for arbitration.~~

(b) The Hospital and the Union, as to any dispute or complaint arising between them under or out of this Agreement or the interpretation, application or alleged breach of this Agreement which does not arise out of an employee grievance, shall have the right to initiate the resolution of the dispute at Step 2 of the grievance procedure and if not resolved as provided therein, to proceed to arbitration in Step 3. The party initiating the matter will be the initiating party of an arbitration proceeding. Such initiation shall be by letter from the Hospital to the Area Director of the Union or the Union to the Chief Operating Officer (COO) of the Hospital, as the case may be.

~~Should it be alleged by either party that the other party has failed to comply and/or is responsible for noncompliance with the ninety (90) day rule contained in Article 4(b)4(a), then the parties agree that they shall proceed to "expedited arbitration" before the selected arbitrator within seven (7) days of either party's demand for arbitration.~~

* * *

(e) ~~During the life of this agreement, by mutual agreement of the parties, any panel member can be removed from hearing any additional matters. Also during the life of this agreement, by mutual agreement of the parties, the Employer and the Union can select a replacement for any removed panel member(s), or elect to complete the contract term with the remaining panel members.~~

(f) ~~The Employer and the Union agree that upon expiration of the agreement, both parties must reconfirm the appointment of all panel members for a new contract term. If the Employer and the Union cannot agree to the Continuation of the Voluntary panel approach to arbitration, the parties shall return to the American Arbitration Association procedure, unless an alternative procedure is agreed upon in lieu of same.~~

* * *

APPENDIX C

The parties agree to use the following panel of arbitrators:

Michael Stutz
Mark Grossman
Phillip Dunn
Roberta Gellick
Matt Bodah
Marilyn Zuckerman
Bruce Frazier

Professional Bargaining Unit
Hospital Proposal – Article 35, Duration
May 7, 2025

ARTICLE 35 Effective Date and Duration

1. This Agreement shall be in full force and effect for the period commencing April 1, 2021 [RATIFICATION DATE] and ending March 31, 2025 April 30, 2029.

2. The Hospital and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than ninety (90) days preceding the termination date of this Agreement.