

HOSPITAL COMPREHENSIVE PACKAGE PROPOSAL

June 4, 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 All other proposals of both parties are deemed rejected or withdrawn.

Clerical Bargaining Unit

*Union Counter-Proposal to Hospital Modified Proposal #1 – 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

2.B.1 Newly-hired full-time employees shall be probationary employees for a period of ninety (90) calendar days from the first day of active employment. 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 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.

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2.B.2 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.

* * *

Clerical Bargaining Unit

*Modified Hospital Proposal #2 – Article 9, Seniority
June 4, 2025*

ARTICLE 9

SENIORITY; JOB BIDDING; LAYOFF; TRANSFERS

* * *

9.E An employee's seniority shall terminate upon the occurrence of any one of the following:

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9.E.1 Voluntary Termination if the employee returns to, the same job classification within one year, they will return with the same rate of pay and vacation accrual pursuant to Article 14.

9.E.2 Absence for three (3) working days without notifying the Hospital personnel office unless the employee is unable to give such notice for reasons beyond his control.

[renumber remaining sub-paragraphs accordingly]

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Clerical Bargaining Unit
Tentative Agreement – Article 21, Sick Pay
March 12, 2025

ARTICLE 21
SICK PAY

* * *

21.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. 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.

* * *

WITHDRAWN May 6, 2025

* * *

31.K 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 12:00 PM on the Monday following payroll, the adjusted check will be issued no later than 4:00 PM that same day. However, if the paycheck correction is

Deleted: , 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,

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Hospital Proposal #4 – Article 30, Miscellaneous
March 12, 2025

ARTICLE 30
MISCELLANEOUS

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

ARTICLE 5 UNION STEWARD; VISITATION RIGHTS

* * *

5.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.

* * *

5.C.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.

* * *

*Clerical Bargaining Unit
Tentative Agreement – Article 8, Discharge and Discipline
March 20, 2025*

ARTICLE 8 DISCHARGE AND DISCIPLINE

* * *

8.E The Hospital shall notify the Union by e-mail 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

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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.

*Clerical Bargaining Unit
Tentative Agreement – Article 11, No Discrimination
March 17, 2025*

ARTICLE 11
NO DISCRIMINATION

11 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 or sexual orientation, gender identity and gender expression, or physical disability, veteran status, pregnancy, intellectual disability, homelessness or housing status, immigration status so 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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*Clerical Bargaining Unit
Hospital Modified Proposal #5 – Article 9, Seniority, Job Bidding, Layoff, Transfers
May 4, 2025*

ARTICLE 9
SENIORITY; JOB BIDDING; LAYOFF; TRANSFERS

* * *

9.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 ~~one (1) year~~ of continuous active employment from the date of hire. While temporary transfers of up to thirty (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 offering overtime equitably among qualified non-probationary employees.

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9.I There shall be a job bidding procedure for regular employees as follows:

* * *

9.I.5 An award of a bid for a vacancy shall be made within five (5) days after the close of the posting period and the successful bidder shall be permitted to move to the awarded job ~~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.

* * *

9.I.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 ~~year. The Hospital also shall not be required to consider a bid for 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'.

9.I.8 The Hospital agrees that any employee transfer resulting from a successful vacancy bid shall have a 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 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 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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*Clerical Bargaining Unit
Hospital Proposal #6 – Article 7, Union Security and Check Off
June 4, 2025*

ARTICLE 7 UNION SECURITY AND CHECK-OFF

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Deleted: 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

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Deleted: 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.

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* * *

7.B.1 The 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. The Hospital shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first month after which the Union provides the card, and 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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*Clerical Bargaining Unit
Hospital Proposal #7 – Article 15, Holidays
April 2, 2025*

ARTICLE 15 HOLIDAYS

15.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	Labor Day
Martin Luther King Day	Columbus Day
Memorial Day	Veterans Day
<u>Juneteenth</u>	Thanksgiving Day
Independence Day	Christmas Day
Victory Day	

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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.

* * *

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15.G

Employees shall be paid at the rate of twice (2x) their regular hourly rate of pay for all hours worked over eight (8) hours on Thanksgiving Day, Christmas Day and New Year's Day.

*Clerical Bargaining Unit
Hospital Modified Counter-Proposal – Article 28, Education
May 7, 2025*

ARTICLE 28 EDUCATION

28.A The parties agree on the desirability of training for employees and shall consult from time to time on training opportunities. The parties will establish an ESL and GED program with the Institute for Labor Studies and Research when there is sufficient interest in the hospital. If interest in classes within a department is such that coverage could be a problem, participants will, by seniority, rotate into programs as they are offered.

28.B Employees may make application for payments for conferences, seminars and/or courses on a first-come first-serve basis. Employees shall be granted time off, as the Hospital determines, without loss of pay to attend job-related conferences. 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, 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"). 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. There shall be no cost to employees for these programs. 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.

28.C The Hospital shall pay the full costs of any job-related educational course at an accredited institution which the Hospital requests an employee to attend.

28.D Training Fund

Deleted: 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 (1 1/2) except as it relates to Article 12(d).

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Deleted: 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:

Deleted: 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

Deleted: \$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 ... [1]

Deleted: The Hospital will set aside a maximum fund of \$6,000 for CIS and \$9,000 for all other clerical employees per contract year for the purpose of allowing employees to attend courses that are job-related, in the event the whole of such fund is not expended in any contract year, unused ... [2]

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Deleted: 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.

Deleted: This cost shall not be deducted from the fund set up by paragraph (B) of this Article.

Deleted: → 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 (C) of this Article.

A. 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.

1. 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.
2. Payments shall be due no later than thirty (30) days following the payroll month on which they are based.
3. 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.

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

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

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

E. 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.

▼

28.E The preceptor program offers a practical approach to the orientation of new employees. The preceptor provides increased job-related/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;

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- (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 department 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 [DATE OF RATIFICATION] \$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.

*Clerical Bargaining unit
Hospital Counter-Proposal – Article 9 (Secretary Scheduling)
April 2, 2025*

[To be inserted as a side letter]

On-Time Vacation Requests

Vacation requests are considered "on-time" if submitted by the end of the month two months prior to the requested time off (e.g., submit by April 30 for June vacation). Requests will be reviewed and approved within the first seven (7) calendar days of the following month.

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Deleted: Mr. Patrick Quinn
New England Health Care
Employees Union District 1199
319 Broadway
Providence, Rhode Island 02909

→ Re: Education

Dear Mr. Quinn:

→ This is to confirm that the Hospital has no intention of changing current non-contractual education benefits. If the hospital does make such changes during the term of this agreement it agrees to allow anyone receiving such benefits to continue to do so for the balance of the school year during which such benefits were received.

Sincerely

Mary Marran, MS, OT, MBA
BUTLER HOSPITAL

By: →

Deleted: 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

[3]

On-time requests are approved by classification seniority. Minimum vacation approvals per shift:

- Inpatient: Up to 2 secretaries per shift (day/evening)
- Partial Hospital/IAC/ECT: 1 secretary
- IOP: 1 secretary

Requests above the caps may be granted based on hospital needs and coverage availability.

Late Vacation Requests

Defined as requests submitted after the last day of the second month prior.

Requests submitted more than 7 days prior to the requested date may be approved after a 72-hour sign up period depending on hospital needs and coverage availability.

Requests submitted less than 7 days prior to the requested date may be approved on a first-come first-serve basis depending on hospital needs and coverage availability.

Overtime and Additional Hours

Distribution of Overtime and additional hours shall be as follows:

1. Per diems (straight time, up to 40 hours/pay period) by Seniority / Fair & Equitable
2. Full-time and part-time staff (straight time) by Seniority / Fair & Equitable
3. Per diems (beyond 40 hours) by Seniority / Fair & Equitable
4. Overtime/premium shifts by Seniority / Fair & Equitable

The determination for the fair & equitable distribution of shifts will be by the (2) week pay-period.

Coverage for approved vacation requests shall be assigned according to the overtime and additional hours distribution process outlined herein.

Open shifts will be posted via the electronic scheduling platform and communicated to eligible secretaries via established notification methods.

Call-Off Procedure

In the event that management determines that there are 'extra' secretary staff for a given shift, the Hospital will implement the 'Call-Off Procedure.' The scheduling department or the Lead

Secretary will first approve off secretaries with pending vacation requests. If there are still 'extra' secretary staff, they will notify all on-duty secretaries of the staffing overage and create a wish-list. Staff will be approved to go home in order of seniority among those staff who wish to use benefit time, and then in order of seniority among those staff who do not wish to use benefit time.

Cross-Coverage

Secretaries may volunteer to train and cross-cover in other departments; however, they may not pick up extra shifts outside their primary department until they have completed probation and been trained in the duties of the other area.

A secretary may be assigned to cover multiple units in one shift, but the Hospital will endeavor to ensure that the assignment is broken into blocks of time between units rather than switching back and forth multiple times through the shift.

Schedule Adjustments

With manager approval, shift start/end times may be adjusted to create shift continuity when a secretary agrees to cover an adjacent shift (i.e.: a day shift secretary agrees to stay and cover a vacant evening shift). Manager approval should not be unreasonably withheld.

Lead Secretaries

At its discretion, the Hospital may fill up to two Lead Secretary positions.

While the formal job description governs the role, responsibilities may include:

- Schedule shifts according to this agreement
- Contribute to staff meeting agendas
- Communicate shift openings and coverage needs
- Oversee training/orientation
- Maintain training and contact lists and ensure the scheduling department is updated at least monthly
- Support transition of incoming Leads

In order to apply for the Lead Secretary role, secretaries must have 1 year of service and work 40 hours per pay period. If there are multiple volunteers, Lead roles shall rotate in 18-month blocks, staggered between the two Leads to ensure continuity, with transitions coordinated at least one month in advance.

In the event of a Lead Secretary's extended leave or vacancy, the Hospital and Union will work collaboratively to determine coverage and replacement per this agreement.

*Clerical Bargaining Unit
Hospital Modified Proposal #8 – Article 23, Life Insurance
May 6, 2025*

ARTICLE 23

LIFE INSURANCE

23.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 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 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.

Deleted: the amount of \$10,000 for employees whose annual wages are less than \$10,000 and,

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23.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 date of hire.

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

23.C The Hospital will continue in effect its present dependent life insurance program for eligible employees for the term of this Agreement.

Deleted: 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

Deleted: or another plan that is reasonably equivalent to the BlueChip HMO

Clerical Bargaining Unit

*Hospital Modified Proposal #9 – Article 20, Medical Insurance Benefits
May 28, 2025*

Deleted: 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.

Deleted: 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

Deleted: 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...

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ARTICLE 20 MEDICAL INSURANCE BENEFITS

20.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:

Butler Union Network Blue New England (BCBS New England Network)				
Bi-weekly employee contributions				
	Full-Time	Full-Time Individual	Part-Time Family	Part-Time Individual

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Butler Union Healthmate 1000/3000(National BCBS Network)				
Bi-weekly employee contributions				
	Full-Time Family	Full-Time Individual	Part-Time Family	Part-Time Individual
▼	▼	▼	▼	▼
▼	▼	▼	▼	▼
<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>	<u>\$210</u>	<u>\$70</u>
<u>1/1/2027</u>	<u>\$103</u>	<u>\$76</u>	<u>\$228</u>	<u>\$76</u>
<u>1/1/2028</u>	<u>\$112</u>	<u>\$82.50</u>	<u>\$247</u>	<u>\$82.50</u>
<u>1/1/2029</u>	<u>\$121.50</u>	<u>\$89.50</u>	<u>268</u>	<u>\$89.50</u>

Butler Union BlueSolutions HDHP with HSA (National BCBS Network)

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 High 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 %
<u>2026</u>	<u>40%</u>	<u>60%</u>
<u>2027</u>	<u>30%</u>	<u>70%</u>
<u>2028</u>	<u>20%</u>	<u>80%</u>
<u>2029</u>	<u>0%</u>	<u>100%</u>

Deleted: 1/1/2018

Deleted: \$85

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\$170(71-60)

\$200(59-50)

\$232(49-40)

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\$210 (59-50)

\$250 (49-40)

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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
▼	▼	▼	▼	▼
▼	▼	▼	▼	▼
1/1/2025	\$0	\$0	\$0	\$0
1/1/2026	\$0	\$0	\$0	\$0
1/1/2027	\$0	\$0	\$0	\$0
1/1/2028	\$0	\$0	\$0	\$0
1/1/2029	\$0	\$0	\$0	\$0

20.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.

20.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 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 health care plans, it must provide the Union with at least 45 days' notice and meet with the Union to discuss alternatives.

20.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 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.

20.E The employee 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.

20.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 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

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Deleted: \$190(71-60)
\$215(59-50)
\$240(49-40)

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Deleted: \$90

Deleted: \$200 (71-60)
\$224 (59-50)
\$260 (49-40)

Deleted: \$95

Deleted: 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.

Deleted: 30 days of employment

Deleted: part-time

Deleted: non-HDP

Deleted: 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,

Deleted: 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.

Deleted: , upon making the request for payment to the applicable health plan,

Deleted: if the employee has

dependents; change in employment status; an enforceable court order; or any other change otherwise permitted by IRS regulations.

20.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;

Dental Premium Plan Bi-weekly employee contributions				
	Full-Time Family	Full-Time Individual	Part-Time Family	Part-Time Individual
<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>

Deleted: 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).

20.G.1 Effective January 1, 2026, bi-weekly contributions for employees selecting the Standard Plan shall be:

Deleted: 2017

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” Dental Plan. Bi-weekly contributions for employees

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>

selecting the “High” Plan shall be;

Deleted: 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

Deleted: Premium

Deleted: Effective January 1, 2017 (as of January 1, 2022 this is the “High Plan”), b

Deleted: Premium

Deleted:
→ 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

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

20.H

20.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.

20.I Employees shall be permitted to add spouses, common law spouses, or domestic partners to their health insurance plans at a cost of ten dollars (\$10.00) 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 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:

- 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.

20.J The Hospital will provide the Benefits Workbook, Open Enrollment instructions, and the Open Enrollment newsletter, in English, Spanish, and Portuguese.

Deleted: 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.

Deleted: Insurance Opt-Out Credits

Deleted: Full-Time

Deleted: Part-Time

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Deleted: 20.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.

Deleted: 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.

Deleted: 20.J

Deleted: Effective January 1, 2023 During plan years 2026 and 2027, e

Deleted: or

Deleted: seven dollars and fifty cents (\$7.50)

Deleted: divorces spouse or

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

ARTICLE 24
PENSION

24.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. The Hospital will provide fully-vested employees with an annual statement of estimated pension benefits.

24.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.

24.C Effective January 1, 2028, employees enrolled in the Plan shall have the option to contribute to the 403(b) on 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. During calendar years 2025, 2026, and 2027, the hospital shall contribute to a Tax Sheltered Annuity (TSA) for eligible employees as specified below:

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2025 and 2026:

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

2027:

60 Years of Age	10 Years of Service	1.375% Contribution
50 Years of Age	15 Years of Service	1.125% Contribution
Not Age Driven	25 Years of Service	1.15% Contribution
Not Age Driven	20 Years of Service	1.00% Contribution
Not Age Driven	15 Years of Service	0.875% Contribution
Not Age Driven	10 Years of Service	0.75% Contribution

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

[Eliminate 2021 “Pension” side letter]

Clerical Bargaining Unit
Hospital Modified Counter-Proposal – Article 22, Minimum Wages
June 4, 2025

ARTICLE 22
MINIMUM WAGES

22.A Effective in the June 29, 2025, pay period, all steps on the salary scale in Attachment A will increase 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 June 1, 2026, 2%;
Effective the first full pay period that includes June 1, 2027, 2%;
Effective the first full pay period that includes June 1, 2028, 2%.

22.B Effective in the June 29, 2025, pay period, all employees whose experience exceeds the salary scale in Attachment A will receive a 6% increase to their base rate of pay.

22.C During the term of this Agreement, on-scale employees shall advance one step each year, as follows:

Effective the first full pay period that includes June 1, 2026;
Effective the first full pay period that includes June 1, 2027; and
Effective the first full pay period that includes June 1, 2028.

22.D) During the term of this Agreement, all off-scale employees shall receive the following across-the-board pay increases:

3% effective the first full pay period that includes June 1, 2026;
2% effective the first full pay period that includes June 1, 2027; and
5% effective the first full pay period that includes June 1, 2028.

Deleted: ¶
24.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.

Deleted: 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: ¶
preserving and securing the participants’ retirements; ¶
full education of the employees before they decide whether to change; and ¶
enhancing the financial standing of the respective funds and the employer. ¶

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Deleted: 1%

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Deleted: 1% increase effective April 1, 2021; ¶
1.5% increase effective April 1, 2022; ¶

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Deleted: 2.5% increase effective April 1, 2021; ¶
2.5% increase effective April 1, 2022; ¶

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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.

No employee with 5 years of service shall be paid an hourly wage of less than \$15.09 per hour.
No employee with 10 years of service shall be paid an hourly wage of less than \$16.61 per hour.
No employee with 15 years of service shall be paid an hourly wage of less than \$19.63 per hour.
No employee with 20 years of service shall be paid an hourly wage of less than \$21.15 per hour.
These rate will increase in 2018, 2019 and 2020 by the 'off scale' adjustment prescribed in the contract.

No CIS employee with 5 years of service shall be paid an hourly wage of less than \$16.38 per hour. These rates will increase annually by the 'off scale' adjustment prescribed in the contract.

22.E Effective October 1, 1997, the Hospital shall pay a translation differential of \$1.50 per hour to employees who provide translation services to the Hospital in accordance with the Interpreting and Translation policy of the Hospital. The employee must provide translation for at least fifteen (15) minutes before becoming eligible for the differential. Effective October 1, 1998, the translation differential shall increase to \$1.75 per hour.

22.F During the life of this agreement, the Hospital shall conduct an annual market survey for all classifications covered by this agreement. 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 will cover job classifications equivalent to CIS Clerk. Senior CIS Clerk, Coder, Coder 2 (CCS certification), Unit Secretary, Clinical Access Specialist, and Patient Financial Services Representative in bargaining unit contracts from Women & Infants Hospital, Rhode Island Hospital, St. Joseph's Hospital/Fatima Unit, Landmark Medical Center, Westerly Hospital, Roger Williams, and Rehabilitation Hospital of Rhode Island (and for CIS, McLean Hospital and Institute of Living will be used if needed to have at least three hospitals reporting wage rates). The Hospital will review both the 'start rate' and the average of the first three steps of the appropriate hospitals. The Hospital will then (a) eliminate the highest and lowest of both the average 'start rates' and average of the first three steps from the hospitals, and then (b) calculate and compare these against the 'start rate' and average of the first three steps currently in effect at Butler Hospital.

In accordance with the foregoing analysis, should either the calculated average of the 'start rate' or average of the steps at the comparison hospitals exceed the 'start rate' or average of the steps currently in effect at the Hospital, the Hospital will add the highest 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.

If there are three or more hospitals reporting wage rates in the classification of CIS Clerk or Coder and less than three hospitals for the other classification in CIS, the Hospital shall apply any increase due to all other classifications.

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

Deleted: Employees on scale will move to the next step on their anniversary date.

Deleted: A

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Deleted: 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 ...

22.G All employees changing their status to Registered Nurse/LPN shall, for purposes of being placed on the appropriate step in the RN/LPN step system, receive one (1) year for every two (2) complete years worked as an employee up to a maximum of step seven (7).

Deleted: 22.E

22.H 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. New Employees shall receive a copy of their job description upon hiring. All employees 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.

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22.I 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]. 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], 1 of each year will receive a longevity bonus of \$500. Employees with 30 years of service or more on [May], 1 of each year will receive a longevity bonus of \$750.

Deleted: → This provision will be effective retroactively to January 1, 2019.

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Deleted: Beginning April 1, 2009,

Deleted: April

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22.J Ambulatory intake coordinators and managed care coordinators will be placed on the clinical access specialist / patient registration scale.

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

Memorandum of Understanding – Cross-Training of Employees

The cross-training of employees is intended to provide supplementary coverage for vacations, sick calls, acuity, LOA, and other shift vacancies.

Deleted: 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

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

Deleted: etc. If no agreement has been reached by this date, then the following shall apply:

Deleted: All

Deleted: in the following classifications

Deleted: :

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

Deleted: will

If a staff member is available to work in the cross-trained department at least 2 shifts 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.

Deleted: 3

Deleted: per month

If an employee cross-trains in a position with a wage rate that is \$2.00 or more per hour higher (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.

Deleted: wage rate

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.

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.

Deleted: 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

Deleted: in the event that

However, 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. At manager discretion, Mental Health Workers may seek training opportunities in various departments throughout the Hospital within their job classification to promote operational flexibility.

Deleted: Mental health workers shall have the right to be cross-trained throughout the hospital including PAS, IAC, Inpatient Units, Partial and Outpatient Hospital

NEW ENGLAND HEALTH
CARE EMPLOYEES UNION
DISTRICT 1199

BUTLER HOSPITAL

By: _____

MBA

By: _____

Mary E. Marran, MS, OT,

President and COO

Clerical Bargaining Unit

ARTICLE 17
SAFETY

* * *

17.D The Hospital will maintain its existing 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.

Deleted: Fire and

17.E Union members on the Safety Committee and the Recruitment and Retention Committee shall be paid at their normal hourly rate for attending meetings.

Deleted: Fire and

[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 ~~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.

Deleted: 6 months

[add as a side letter]

Workplace Violence Assistance Plan

Purpose

The purpose of this Workplace Violence Assistance Plan ("Plan") is to facilitate employees of Butler Hospital ("Butler") covered by the Collective Bargaining Agreement in their efforts to assist one another in times of need caused by medical emergencies stemming from incidents of patient to staff assault. The Plan creates a Leave Bank that allows employees to donate unused, accrued

sick and vacation time that other employees who have exhausted their paid leave can use when medical emergencies require them to be absent from work.

Definitions

1. A “Medical Emergency” is defined in this policy as a medical condition that meets the requirements for a leave sharing as defined in IRS regulations and guidance, and is the result of a patient to staff assault.
2. A “Leave Donor” is a current Butler employee who donates accrued but unused leave (whether characterized as vacation or sick) to the Leave Bank.
3. A “Leave Recipient” is a current Butler employee who requests leave from the Leave Bank.
4. The “Leave Bank” is the account maintained and managed by Human Resources into which donations of leave are made and from which donations of leave can be made.
5. A “Donation” is an irrevocable transfer of accrued but unused, accrued vacation or sick time from a Leave Donor to the Leave Bank. Donations may not be made to specific employees.
6. A “Leave Bank Transfer” is a transfer of leave from the Leave Bank to a Leave Recipient.

Eligibility criteria

1. All current active employees employed by Butler for a minimum of twelve months and represented by New England Health Care Employees Union District 1199 are eligible to participate in the Plan as either a Leave Donor or Leave Recipient.
2. A Leave Recipient is eligible for a Leave Bank Transfer if the Leave Recipient is (a) dealing with a Medical Emergency relating to the Leave Recipient as a result of a patient to staff assault; (b) has been on leave for greater than three (3) days; (c) has exhausted all paid leave owed by Butler to the Leave Recipient; and (d) has submitted a Leave Bank Transfer Request Form.
3. The Leave Recipient must have donated to the fund a minimum of (8) hours for full-time, or (4) hours for part-time, in a previous year.

Donation criteria

1. All Donations are strictly voluntary.
2. Leave Donors may only make Donations in eight-hour increments, but no more than 40 hours may be donated per calendar year by any Leave Donor. For any Leave Donor who regularly works 20 hours or less per week, donations may be made in four-hour increments.

3. Donations are limited to a maximum of 40 hours of a Leave Donor's existing accrued but unused sick or vacation time at the time of Donation and said time must have been accrued within the last benefit year. Further, to the extent any sick or family leave is required by law to be provided by Butler in the jurisdiction in which the Leave Donor works, any Leave Donation cannot include legally mandated sick or family leave required to be made available to the Leave Donor by Butler. Leave Donors cannot seek an advance of future Leave to donate.
4. Leave Donors who want to make a Donation must use the Leave Bank Donor Form and submit it to Human Resources.
5. Any Donation by a Leave Donor must be to the Leave Bank, cannot designate a specific recipient, is irrevocable and the Leave Donor shall have no right to such reclaim or use any donated time, but any Donation shall not make a Leave Donor ineligible to request a Leave Bank Transfer as a Leave Recipient.
6. Any Donation by a Leave Donor to the Leave Bank shall not be subject to tax.

Leave Bank Transfer Process

1. A Leave Recipient must submit a Leave Bank Transfer Form to Human Resources. Accompanying the Leave Bank Transfer Form shall be notice reasonably describing their Medical Emergency.
2. A Leave Recipient must request a minimum of eight hours, and all requests by a Leave Recipient are limited to a maximum of 80 hours per calendar year.
3. A Leave Recipient may only request leave equivalent to the difference between their normally scheduled complement of hours (i.e.: does not include overtime) and the equivalent value of hours received through TDI, Worker's Compensation, or received in any other manner.
4. Human Resources will review all Leave Bank Transfer Forms and have sole discretion to grant or deny any requests, in whole or part, taking into consideration the available hours in the Leave Bank and other pending or anticipated requests.
5. Any approved Leave Bank Transfer will be paid to Leave Recipient at his or her regular rate of pay with the next regular pay period after approval.
6. Any Transfer to a Leave Recipient shall be treated as taxable wages and the Leave Recipient shall be responsible for all applicable taxes on such wages.

Miscellaneous

1. Nothing in this Plan is intended to create any right to employment or benefits. The Workplace Violence Assistance Plan, including, but not limited to, the Leave Bank transfer process shall not be subject to Article 4, grievance and arbitration.
2. It is the intent of this Plan to comply with all IRS guidance regarding leave sharing plans, including but not limited to Revenue Ruling 90-29, 1990-1 C.B. 11. If any part of this Plan is found to be improper, it shall be struck from the Plan and remainder of the Plan shall remain in effect if doing so will make the Plan compliant with then existing law.
3. Butler will make a one-time seed donation to initiate the Plan in the amount of \$50,000. Additionally, Butler will provide a one-time 100% employer match of donated funds capped at \$25,000.

*Clerical 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 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.

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

ARTICLE 11 NO DISCRIMINATION

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

*Clerical 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 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 may list the expected leave duration of the LOA, if known. 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) with temporary hours from picking up extra / overtime shifts per the normal additional hours/overtime process.

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*Clerical Bargaining Unit
Hospital Modified Counter-Proposal – Article 5, Union Steward; Visitation Rights
June 4, 2025*

ARTICLE 5 UNION STEWARD; VISITATION RIGHTS

5.F The Hospital shall afford a union representative or delegate one half (1/2) hour to meet with new members for purposes of orientation. This shall be included as part of the general orientation program, and shall take place between 3:30 and 4:00 p.m. on orientation day. The Hospital will provide the union a list of new members who do not attend the general orientation program, and a union delegate may meet with such new members for one half (1/2) hour in accordance with Section (c) of this Article, at a time and location arranged in collaboration with Human Resources. Management personnel shall absent themselves from the room where this orientation is being held. The Hospital will provide a list of new union members to the Union at least 24 hours prior to the orientation, said list shall include the names of newly hired Employees, their addresses, social security numbers, classifications of work and their dates of hire.

*Clerical Bargaining Unit
Tentative Agreement – Cleanup (Global)
March 17, 2025*

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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”).

*Clerical 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.

Deleted: 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.

Deleted: 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.

4.C 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.

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

Deleted: 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.

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Clerical Bargaining Unit
Hospital Proposal – Article 33, Duration
May 28, 2025

ARTICLE 33 EFFECTIVE DATE AND DURATION

31.A This Agreement shall be in full force and effect for the period commencing
[RATIFICATION DATE] and ending May 31, 2029.

31.B 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.

Deleted: 4.F→ 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.

4.G→ 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.

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The parties agree to use the following panel of arbitrators:

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

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