

HOSPITAL COMPREHENSIVE PACKAGE PROPOSAL

June 5, 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 All other proposals of both parties are deemed rejected or withdrawn.

Dietary and Housekeeping 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; ~~provided, however, . Newly-hired part-time and per diem 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.

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.

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Dietary and Housekeeping 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:

9.E.1 Voluntary Termination, ~~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~~ 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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*Dietary and Housekeeping Bargaining Unit
Hospital Proposal #3 – 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. ~~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
~~*Dietary and Housekeeping Bargaining Unit
Hospital Proposal #4—Article 30, Miscellaneous
March 12, 2025*~~

ARTICLE 30
MISCELLANEOUS

* * *

30.I 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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*Dietary and Housekeeping Bargaining Unit
Hospital Counter-Proposal – Article 5, Union Steward; Visitation Rights
March 17, 2025*

ARTICLE 5
UNION STEWARD; VISITATION RIGHTS

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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.

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*Dietary and Housekeeping Bargaining Unit
Hospital Counter-Proposal – Article 8, Discharge and Discipline
March 21, 2025*

ARTICLE 8
DISCHARGE AND DISCIPLINE

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8.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.

*Dietary and Housekeeping Bargaining Unit
Hospital Counter-Proposal – 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, ~~or~~ 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.

*Dietary and Housekeeping Bargaining Unit
Hospital Modified Proposal #5 – Article 9, Seniority, Job Bidding, Layoff, Transfers
May 4, 2025*

ARTICLE 9 SENIORITY; JOB BIDDING; LAYOFF; TRANSFERS

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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~~An employee may not~~ 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

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.

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 ~~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.

* * *

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 ~~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 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 ~~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 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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*Dietary and Housekeeping 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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7.B.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 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 four (4) consecutive monthly installments beginning the month following the completion of the probationary period.

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*WITHDRAWN May 4, 2025
~~Dietary and Housekeeping Bargaining Unit
Hospital Proposal #7 – Article 14, Vacations
March 20, 2025~~*

ARTICLE 14
VACATIONS

* * *

14.O In Housekeeping, no more than ~~three (3) aides and two (2) attendants per shift~~ the below number of employees may be on vacation at any one time: ~~– If the Hospital increases the number of Attendants employed by three or more over the current levels then the Attendant caps shall increase by 1.~~

Shift	Period	Number of Employees
1st	Non-Summer	5
1st	Summer	7
1st	Weekend	5
2nd	Non-Summer	3

2 nd	Summer	5
2 nd	Weekend	2

In Housekeeping, vacation requests for the Thanksgiving, Christmas and New Years period will be by classification seniority for 1) employees who did not take time during the summer period, then for 2) all other employees. ~~During the period from the Saturday before the week of July 1 through the Sunday after Labor Day, Housekeeping will allow four (4) aides and three (3) attendants to be on vacation.~~

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*Dietary and Housekeeping Bargaining Unit
Hospital Proposal #8 – 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	
<u>Floating</u>	

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.

* * *

15.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 (1 1/2) except as it relates to Article 12(d).~~

~~15.H—~~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.

Dietary and Housekeeping Bargaining Unit
Hospital Modified Counter-Proposal – Article 28, Education
June 5, 2025

ARTICLE 28 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:~~

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 ~~The Hospital will set aside a maximum fund of \$6,000 for Housekeeping employees and \$6,000 for Dietary employees per contract year may be accessed for the purpose of allowing employees to attend courses that are job related, including ServSafe certification. 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. Job related shall be defined as courses directly related to their current position, courses in facilities management / environmental services, and courses leading to a licensed position in the nursing 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 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.~~

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, ~~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.~~ 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.

28.C ~~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.~~ Training Fund

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.D Employees in each classification shall be eligible to apply for and be trained to become qualified trainers. Once he / she is qualified as a trainer, they will receive ~~\$2.00~~\$3.00 per hour for training new employees in their classification. As of 5/31/2029 qualified trainers will receive \$4.00 per hour. Under no circumstances will an employee receive training pay for more than two days for each new employee trained.

~~Mr. Chas Walker, Organizer
New England Health Care
Employees Union District 1199
319 Broadway
Providence, Rhode Island 02909~~

~~— Re: Education~~

~~Dear Mr. Walker:~~

~~— 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
President and COO
BUTLER HOSPITAL~~



By: _____

WORKFORCE TRAINING AND DEVELOPMENT

~~The parties will enter into an agreement that will provide as set forth below. Effective October 1, 2021 this agreement will replace the education fund allocations referred to in each collective bargaining agreement.~~

Education Fund

~~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.~~

~~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 H99, SEIU

By: _____ By:  _____

Butler Hospital

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

*Dietary and Housekeeping Bargaining Unit
Hospital Modified Proposal #9 – 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 ~~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.

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 ~~completion of the probationary period~~date of hire.

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

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

Dietary and Housekeeping Bargaining Unit
Hospital Modified Proposal #10 – Article 20, Medical Insurance Benefits
June 5, 2025

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:

~~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 UnionCNE Network Blue New England (HDPBCBS 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>

~~20.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):~~

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

Butler Union BlueSolutions HDHP with HSACNE Modified Plan (National BCBS NetworkBlue Cross network is Tier 1)²

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.

<u>HSA Contributions</u>		
<u>Year</u>	<u>Employer %</u>	<u>Employee %</u>
<u>2026</u>	<u>45.50</u> <u>40.50</u> <u>50</u> %	<u>55.50</u> <u>60.50</u> <u>50</u> %
<u>2027</u>	<u>30.30</u> <u>50.35</u> %	<u>70.50</u> <u>70.65</u> %
<u>2028</u>	<u>15.50</u> <u>20</u> %	<u>85.50</u> <u>80</u> %
<u>2029</u>	<u>0.50</u> <u>0</u> %	<u>100.50</u> <u>100</u> %

<u>Butler Union BlueSolutions HDHP with HAS (National BCBS Network)</u>				
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.~~

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~~30 days of employment~~.

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 ~~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.

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 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.

~~20.E 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.~~

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 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.

~~20.G The Hospital will provide a Hospital Designated Dental Plan approximating the benefits in the CNE Standard dental plan~~

~~20.G.1 Effective January 1, 2017, 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

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>

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

<u>Dental Standard 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>\$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 selecting the “High” Plan shall be:

<u>Dental High 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>\$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>

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

~~20.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

~~20.H~~20.I 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.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.~~

~~20.I~~20.J ~~Effective January 1, 2023~~During plan years 2026 and 2027, eEmployees 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 ~~divorcee's 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:

- 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.~~

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

*Dietary and Housekeeping Bargaining Unit
Hospital Proposal #11 – Article 24, Pension
May 28, 2025*

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, eEmployees 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. During calendar years 2025, 2026, and 2027, tThe hospital shall contribute to a Tax Sheltered Annuity (TSA) for eligible employees as specified below:

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.

~~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.~~

[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 _____

*Dietary and Housekeeping Bargaining Unit
Hospital Modified Counter-Proposal – Article 22, Minimum Wages
June 4, 2025*

ARTICLE 22 MINIMUM WAGES

~~(a)22.A Effective in the first full June 15, 2025, pay period following Upon ratification of this agreement, all steps on the salary scale in Attachment A will increase 2%3%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 [June 1], 2026, 1%2%;
Effective the first full pay period that includes [June 1], 2027, 1%2%;
Effective the first full pay period that includes [June 1], 2028, 2%3%2%.~~

~~22.B Effective in the first full June 1529, 2025, pay period following Upon 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.~~

~~22.C During the term of this Agreement, on-scale employees shall receive a 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 [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.~~

~~(a)(1)22.D)~~ During the term of this A~~Upon ratification of this~~ agreement, all off-scale employees shall receive at 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%2%3% effective the first full pay period that includes [June 1], 2026;
2%3%2% effective the first full pay period that includes [June 1], 2027; and
4%5% effective the first full pay period that includes [June 1], 2028.~~

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.

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

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.

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

22.AE 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.BE Effective April 1, 2005, the Hospital shall pay Housekeeping Attendants and/or Aides who act as "Lead" Persons a differential of \$3.00 per hour.

22.~~EG~~ Effective April 1, 2005, the Hospital shall pay Housekeeping Aides and/or Attendants who work in Central Supply and Receiving for more than two (2) hours a differential of \$1.50 per hour.

~~22.D22.H 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 Housekeepers and Dietary employees. 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 Housekeeping Aide/Attendant, Receiving Clerk, Central Supply Clerk, Audio-Visual Technician, Chef, Cook, Baker, Nutrition Associate, Dietary Aide, Barista, Lead Barista 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 Housekeeping Aide/Attendant and less than three hospitals for other classifications in Housekeeping, the Hospital shall apply any increase due to the Aides/Attendants to the other classifications.

~~22.E22.I~~ 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.

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

~~22.F22.J~~ 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.

~~22.G22.K~~ 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.

*Dietary and Housekeeping Bargaining Unit
Hospital Counter-Proposal – MOU, Cross-Training of Employees
June 5, 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 Managers 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. Managers have discretion to approve cross-training, which will be based on the operational needs of the department and resource availability.

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 subject to the operational needs of the department as determined by the department manager.

NEW ENGLAND HEALTH
CARE EMPLOYEES UNION

BUTLER HOSPITAL



DISTRICT 1199

By: _____

MBA

By: _____

Mary E. Marran, MS, OT,

President and COO

*Dietary and Housekeeping Bargaining Unit
Hospital Counter-Proposal – Safety, Workplace Violence, Recruitment and Retention
June 5, 2025*

ARTICLE 17 SAFETY

* * *

17.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.

17.D 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.

[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 workplace violence related injury for which the employee is receiving worker’s compensation. 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 violence.
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 leavetime 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 leavetime 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 who have been trained in de-escalation or completed probation, whichever is sooner, for a minimum of twelve months and are 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 violence; (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. Workers who are on probation and have no accrued time to donate shall be able to use the benefit. For the calendar year 2025, a prospective leave recipient who has not yet donated to the fund must make a donation at the time of the application.

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 40 hours per calendar year. A Leave Recipient who has donated a minimum of 16 hours may request to draw up to 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~~ Approval will be based on the criteria listed herein, and the availability of funding.
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~~ \$75,000. Additionally, Butler will provide a one-time 100% employer match of donated funds capped at \$25,000 in 2026.

Dietary and Housekeeping 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.

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*Dietary and Housekeeping 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.

*Dietary and Housekeeping 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)

*Dietary and Housekeeping 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 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.

*Dietary-Housekeeping Bargaining Unit
Hospital Proposal #12 – Article 30, Miscellaneous
May 28, 2025*

ARTICLE 30 MISCELLANEOUS

* * *

30.X For the life of this agreement, [DATE TO DATE], active employees in the Food & Nutrition Department shall receive a daily food and beverage credit (“Credit”) in the amount of \$7.00. The Credit will be loaded to each employee’s badge and is redeemed by swiping the bade at the point-of-sale register. A receipt will be provided.

- The Credit may only be redeemed by an employee who is actively working on a scheduled shift. Off-duty employees are not eligible to redeem the Credit.
- The Credit will reset to \$7.00 each day; any unused portion will not carry forward. An employee may not combine multiple days to increase the value of the daily Credit.
- The Credit is only redeemable in the Hospital’s cafeteria.
- The Credit may only be used for food items prepared by the Hospital and available for sale in the cafeteria, and excludes bottled beverages, candy, and other pre-packaged items, which are not eligible.
- Items for sale in vending machines are not eligible.
- The credit is non-transferable and has no cash value.

*Dietary-Housekeeping 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”).

*Dietary-Housekeeping 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.~~

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.

~~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.~~

* * *

~~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.~~

* * *

~~APPENDIX C~~

~~The parties agree to use the following panel of arbitrators:~~

~~Michael Stutz~~

~~Mark Grossman~~

~~Phillip Dunn~~

~~Roberta Gollick~~

~~Matt Bodah~~

~~Marilyn Zuckerman~~

~~Bruce Frazier~~

*Dietary and Housekeeping 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 ~~April 1, 2021~~ [RATIFICATION DATE] and ending ~~March 31, 2025~~ April 30, 2029 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.