

**Time-Limited Package Proposal of Berkshire Medical Center
to Massachusetts Nurses Association
February 22, 2018**

The following proposal is effective through 11:59 p.m. on February 22, 2018. Agreement to this proposal is conditioned upon the MNA's withdrawal, prior to 11:59 p.m. on February 22, 2018, of its notice to strike on February 27, 2018, and upon further agreement by the MNA to present this proposal to the bargaining unit membership. If not accepted under these terms, or if accepted by the bargaining team but the proposal ultimately is not ratified by the membership, the Medical Center's offer will revert to all of the heretofore tentative agreements along with the Medical Center's wage proposal of February 8, 2018 and the language it proposed on February 13, 2018 with respect to "Grids", and Clinical Team Leaders and Permanent Charge Nurses.

Contract Expiration

September 30, 2020

Wages

1. Effective on the first payroll date following ratification, 1% across the board increase; nurses at the top of the wage scale will receive a 2% lump sum award on their anniversary dates occurring between the first payroll date following ratification and September 30, 2018.
2. Effective on the first payroll date following ratification, 1% across the board increase, retroactive to October 1, 2017. Nurses at the top of the wage scale, including those whose anniversary dates occurred between October 1, 2017 and the ratification date, will also receive a 2% lump sum award.
3. Effective on the first payroll date in October 2018, or on the first payroll date following the ratification date, whichever occurs later, 2% across the board increase; nurses at the top of the wage scale will receive a 2% lump sum award on their anniversary dates occurring between October 1, 2018 and September 30, 2019.
4. Effective on the first payroll date in October 2019, or on the first payroll date following the ratification date, whichever occurs later, 2% across the board increase and add a new step to the wage scale that is 2% higher than the existing top rate on the wage scale.

On Call

Effective on the first payroll date following ratification of the Agreement, increase the on-call rate to \$4.00 on non-holidays and \$4.50 on holidays.

Health Insurance

Effective July 1, 2018, in section 7.1, change the medical center contribution from 90% to 80% wherever it appears.

Night differential

Increase the night differential from \$2.00 per hour to \$3.50 per hour and eliminate the night bonus described in section 3.3 of the agreement.

Evening differential

Increase the evening differential from \$1.25 per hour to \$2.10 per hour and eliminate the evening bonus described in section 3.3 of the agreement.

BSN differential

Increase the BSN differential in section 3.1 of the agreement from \$1.00 to \$2.00 on October 1, 2019.

Staffing Grids

Notwithstanding the Medical Center's rights under Article XIII of the collective bargaining agreement to, among other things, 'determine efficient staffing requirements' and 'determine professional assignments' for registered nurses, the Medical Center agrees that, through September 30, 2020, it will not exercise those rights to diminish the staffing grids as they apply to registered nurses which were provided to the MNA during the negotiations resulting in this Agreement.

The parties understand that daily staffing guidelines are subject to variation due to uncontrollable or unpredictable daily occurrences including, among other occurrences, unplanned increases in census, unplanned absences, and unpredictable increases in patient acuity. Accordingly, such episodes of the Medical Center's inability to meet these grids will not be subject to grievance and arbitration. Nothing herein relieves management from making reasonable and feasible efforts to attempt to find staff in such occurrences.

The parties also understand that staffing grids have been established based upon the purpose, service, and nature of patient care provided in the given unit. It is not the intent of the parties that the grids will continue to apply to a physical location if the

purpose, service, or nature of patient care provided in that unit changes. If a given unit moves to a new location, or the purpose, nature of patient care, or service changes in a unit, and modifications to the grids are necessitated by such changes, the parties will engage in bargaining to the extent required by the National Labor Relations Act.

ALL TENTATIVE AGREEMENTS REACHED TO DATE ARE INCORPORATED BY REFERENCE INTO THIS PROPOSAL. ALL OTHER PROPOSALS BY EITHER PARTY WILL BE DEEMED WITHDRAWN WITHOUT PREJUDICE. UPON RATIFICATION OF THIS AGREEMENT, THE MNA WILL WITHDRAW ALL OF ITS CURRENTLY PENDING UNFAIR PRACTICE CHARGES AND AGREE TO NOT FILE ANY NEW CHARGES RELATED TO THESE NEGOTIATIONS, THE OCTOBER 2017 STRIKE, OR THE DELAY IN REINSTATEMENT OF THE STRIKERS OCCURING, THROUGH AND INCLUDING FEBRUARY 22, 2018.

ⁱ Retroactive payments will be calculated based upon all paid hours from October 1, 2017 through the first payroll date through ratification x 1% x the base rate on the ratification date.