



Calais Regional Hospital

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The hospital recently became aware of the Union's intention to hold a vote to authorize to strike on Wednesday, September 4. Once again, the hospital legal representative reached out to the Union Rep. At 2:36 p.m. an in depth email was sent by CRH legal Counsel to the Union Rep and Bargaining Team members. Nine minutes later at 2:45 p.m., the Union Rep spoke on behalf of the Bargaining Team – which really leads us to doubt that he spoke to any (much less all) of his team before responding on their behalf.

We think union members should be aware of these communications before voting on Wednesday, along with our community members and other staff.

CRH legal counsel email:

From: Charles Einsiedler

Sent: Tuesday, September 3, 2019 2:36:10 PM

To: Todd Ricker; Megan LaPlant; Anne Sluzenski; Alison Monaghan

Subject: RE: Strike Vote

Dear Todd, Megan, Anne and Alison,

As I am sure you know, the Hospital has become aware the union is voting on Wednesday to authorize the local membership to strike. I am writing to encourage you to recommend against such action. Two issues separate the parties: (1) health insurance and (2) PEP time. The Hospital proposals on both health insurance and PEP merely ask that members of the bargaining unit to be treated like every other Hospital employee, including its salaried employees.

The union's positions have nothing to do with the well-being of the Hospital or of its patients We do not believe that that a strike would do anything to move the parties closer to an agreement and would only serve to further polarize the positions of the parties. We certainly do not believe that a strike would do anything "For Our Hospital" or "For Our Patients". To suggest that the bargaining unit is doing striking for altruistic purposes is false.

The Hospital's health care proposal was straightforward. The Hospital merely asked that bargaining unit employees have the same coverage as all other Hospital employees. This would allow the Hospital to modify benefits to provide affordable coverage. The union has never even made a counterproposal to the Hospital's health care proposal. The union has simply stated it will not agree to any concessions. Despite no counterproposal, the Hospital offered to allow the bargaining unit to keep its coverage, if the bargaining unit would agree to absorb the increased cost of maintain that exact coverage. In a further concession, the Hospital even agreed to absorb 10% of that increase for the bargaining unit to keep its exact same coverage, should it occur.

The Hospital's PEP proposal actually added 3 days of additional paid time off to be used for illness or medical visits for bargaining unit employees and their families. The union has never made any counterproposals to the Hospital's PEP time proposal. In our bargaining sessions, the union repeatedly objected to the hospital's PEP proposal because it would reduce bargaining unit member flexibility in scheduling vacation.

In an effort to reach agreement, the Hospital responded to the stated objections raised by the union negotiating team and decided to offer an alternative approach. The Hospital offered to make no changes to the accrual or use of PEP time. Under this alternative proposal, the only change would be that any *newly accrued* PEP time would be paid out at 50% (rather than 100%) upon termination. Any accrued PEP time as of ratification would be paid out at 100% at termination. Only PEP time accrued after ratification would be paid out at the reduced rate upon termination. Again, the union has never made a counterproposal to any of the Hospital's PEP proposals. The size of the payout upon termination that bargaining unit members would receive for newly accrued PEP would benefit bargaining members. But it has nothing to do with the Hospital or its patients.

Perhaps the union negotiating team genuinely believes the Hospital's proposals are "deeply concessionary". The facts belie this belief.

In fact, the Hospital's "last best and final offer" (LBFO), provides a positive package for the bargaining unit as a whole. In the LBFO, the Hospital offered ALL bargaining unit members a "year-for year" adjustment for all prior service. This proposal would assist the Hospital in attracting and retaining experienced professionals. This is beneficial for both the Hospital and the bargaining unit as a whole. Approximately half the bargaining unit would directly benefit from this proposal. Some members would receive pay increases of thousands of dollars. We have previously provided you with detailed information for every bargaining unit member and how they would benefit. For your convenience it is attached. The position of the negotiating team is that these wage and paid time off increases are not important and should be ignored because they were proposed by the Hospital and not requested by the union negotiating team.

Throughout this process the Hospital has attempted to make proposals that benefit both bargaining unit members and the Hospital. We have tried to make this a win-win process. We believe the year for year proposal, the PEP proposal and the health insurance proposals when taken as a package do just that.

Charles S. Einsiedler, Jr.
PIERCE ATWOOD LLP

CRH Union Rep email:

From: Todd Ricker

Sent: Tuesday, September 3, 2019 2:45 PM

To: Charles Einsiedler ; Megan LaPlant ; Anne Sluzenski ; Alison Monaghan

Subject: Re: Strike Vote

Charlie-

You have had one year to make your case. Neither the bargaining team nor I are convinced by your arguments. Our terms for settlement have been clear from the beginning. The hospital has it within its power to settle this today. Let us know when you are agreeable to our reasonable and generous terms.

Todd Ricker, Labor Representative
MSNA/NNOC/NNU