

AGREEMENT
BETWEEN
DANBURY HOSPITAL
AND
DANBURY NURSES' UNION

UNIT 47
LOCAL 5047
AFTCT
AFT HEALTHCARE
AFL-CIO



April 1, 2011 through March 31, 2014



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This Agreement is entered into this 22nd day of August, 2011, by and between The Danbury Hospital, located in Danbury, Connecticut (hereinafter referred to as the "Hospital"), and Danbury Nurses Union Unit #47, Local #5047, AFTCT, AFT Healthcare, AFL-CIO (hereinafter referred to as Unit #47). The intent and purpose of this Agreement is to set forth the terms and conditions of employment of the Registered Nurses covered by this Agreement, to provide for the adjustment of grievances, to assure the continuous and harmonious operation of the Hospital, to provide the community with quality nursing care, and to promote and improve the mutual interests of the patients, the Registered Nurses and the Hospital.

ARTICLE I

RECOGNITION

The Hospital recognizes Unit #47 as the exclusive representative of all employees in the bargaining unit set forth in Certification of Representation Case No. 39-RC-385 dated January 21, 1983, and below, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment:

Included: All Full-time and Part-time Registered Professional Nurses, Nurse Clinicians and Nurse Practitioners, PRN+ Registered Nurses and Graduate Nurses regularly employed by the Employer who work an average of eight (8) or more hours per week.

Excluded: All other employees, Nurse Managers, Assistant Nurse Managers, Nurse Educators, Infection Control Nurses, Clinical Resource Managers, PRN's, guards and supervisors as defined in the Act.

ARTICLE II

DEFINITIONS

Section 1: The term "Registered Nurse" is hereby defined as an employee regularly employed by the Hospital as a Registered Nurse for an average of eight (8) hours per week or more who is licensed by the Connecticut Board of Nursing or who is a graduate nurse awaiting the first board exam or the results of that exam.

Section 2: The term "Full-time Registered Nurse" is hereby defined to include only those Registered Nurses regularly scheduled to work thirty-two (32) or more hours per week, inclusive.

Section 3: The term "Part-time Registered Nurse" is hereby defined to include only Registered Nurses regularly scheduled to work at least eight (8) hours but less than thirty-two (32) hours per week.

Section 4: The term "PRN+" is hereby defined as a Registered Nurse with a work commitment of a minimum of one thousand hours per year who 1) is not regularly scheduled to work a specific number of control hours on a specific nursing unit; 2) routinely works among three or more nurse units according to the staffing needs of the Hospital and the work availability of the Hospital; 3) has weekend and holiday and "supershift" commitments that differ from regularly scheduled Registered Nurses; 4) works two or more shifts (except PRN+ night); and 5) who otherwise satisfies the work commitment criteria as set forth in the Nurse Guidelines for PRN+'s (as revised April 2002). These revised PRN+ Guidelines and the settlement agreement reached between the parties in NLRB Case No. 34-CA-7363, as amended by this Agreement, are incorporated herein by reference. If

the Hospital does not provide at least one thousand hours of work per year, the difference between the actual hours worked and 1,000 hours will be made up at half (½) pay.

Section 5. The term “AFT Healthcare” is hereby defined as the state or national representative of Unit #47 affiliates.

Section 6. The term “Charge Nurse” is hereby defined as a Registered Nurse who is assigned the temporary responsibility for one hour or more of a nursing unit, on any shift.

Section 7. The term “s/he” shall denote either he or she.

Section 8. The term “base rate” is hereby defined as the regular straight time hourly rate of pay, exclusive of premium, paid to each Registered Nurse, respectively.

ARTICLE III **ROLE OF THE NURSE**

Section 1. The parties recognize the importance of providing the patients with adequate and safe nursing care.

Section 2. a. The Hospital will make every reasonable effort to develop job descriptions so that the level of training, education, experience and ability of the Registered Nurses can be utilized to the fullest extent possible in providing nursing care.

b. The Hospital will operate a Staff Development Program available to Registered Nurses on a continuing basis in accordance with Article XIII, Staff Development.

Section 3. A Registered Nurse is to assess, plan, implement, evaluate, and document the total nursing needs of the patient. The Registered Nurse shall, accordingly, among other duties and responsibilities:

a. reduce the severity of illness, speed the process of recovery, and lower the incidents of readmission through teaching;

b. observe the patient, interpret and translate information into concrete action;

c. evaluate the results of therapy by patient responses, setting priorities for care;

d. prepare, administer and supervise a patient care plan including discharge planning for each patient s/he is responsible for;

e. perform and/or supervise therapeutic measures prescribed and delegated by medical authority;

f. interpret to the patient that s/he is the most important

resource in promoting successful therapy and rehabilitation;

g. demonstrate clinical judgment which leads to and emanates from gathering and interpreting comprehensive and detailed information required to identify both present and future help needed and to evaluate the effectiveness of service provided.

h. participate in the Hospital's Staff Development Program in accordance with Article XIII, Staff Development, as part of his/her professional growth and development and otherwise to maintain a level of professional competence and knowledge consistent with advancing nursing technology as defined in Article XXXI.

i. assume charge responsibility when so assigned, when necessary, in the nurse's own unit or a unit similar to the one s/he is normally assigned to.

ARTICLE IV **NON-DISCRIMINATION**

Neither the Hospital nor Unit #47 will discriminate against a Registered Nurse on account of his/her race, religion, sex, national origin, age, creed, mental or physical disability, ancestry, sexual orientation or marital status, as prescribed by Federal and State Legislation or because of his/her membership or non-membership in Unit #47.

ARTICLE V
MANAGEMENT RIGHTS

Unit #47 recognizes that the Hospital has an obligation of serving the public with the highest quality, efficient and economical medical care, and in meeting medical emergencies. Unit #47 further recognizes the unilateral right of the Hospital to operate and manage the Hospital including, but not limited to, the right to require efficient standards of performance and the maintenance of discipline, order and efficiency, the right to determine medical and nursing care standards and methods, to direct nurses and determine professional assignments, to schedule work, to determine the quantity and type of equipment to be used, to introduce new methods and facilities, to determine efficient staffing requirements, to determine the number and location of facilities, to determine whether the whole or any part of the operation shall continue to operate, to select and hire employees, to determine qualifications for nursing positions, to promote, to demote, to suspend, discipline or discharge employees for just cause, to layoff employees for lack of work or other legitimate reasons, to recall employees, to determine that nurse employees shall not perform certain functions, to promulgate reasonable rules and regulations provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE VI
HOURS OF WORK & PREMIUMS

Section 1:

a. The normal work schedule for a Full-time Registered Nurse is five (5) days a week, forty (40) hours, with a normal work day of eight (8) hours. The current basic shifts are as follows:

Day Shift	7:00 a.m. - 3:30 p.m.
Evening Shift	3:00 p.m. - 11:30 p.m.
Night Shift	11:00 p.m. - 7:30 a.m.

The new night shift hours shall be effective on 7/1/2011

Registered Nurses employed on the night shift before 7/1/85 and determined to be hardship cases, shall work 11:00 p.m. to 7:00 a.m. Effective January 1, 2012 Registered Nurses will be paid on the bi-weekly payroll.

b. The parties recognize that the work week, work day, and weekend in certain nursing units and for certain Registered Nurses will commence

and/or terminate somewhat prior to or later than the times specified above, and that the scheduled number of hours worked in a day and/or week may vary from the current basic shifts above.

The shifts currently scheduled in certain nursing units are delineated in the letter attached to this Agreement. In the event a permanent change in these shifts' starting and/or ending times is planned by the Hospital which affects an incumbent nurse regularly scheduled to that shift, Unit #47 will be notified and if requested by Unit #47, the parties will meet immediately to negotiate the effects of the change on Registered Nurses who staff that shift.

c. The normal work week is the period consisting of seven (7) consecutive work days and currently commences at 12 a.m. on Sunday. The normal work day consists of twenty-four (24) consecutive hours commencing at 12 a.m.

d. Twelve (12) hour shifts will be administered under the following:

1. Registered Nurses who maintain a Commitment of 36 control hours will accrue benefits (vacation, holiday and sick time) based on 40 hours.

2. There will be two paid breaks of 15 minutes on each shift.

3. Benefit time (vacation, holiday and sick time) will be paid at the number of hour the Registered Nurse is scheduled to work on the day the benefit time is taken.

4. The Registered Nurse who works the holiday will receive banked holiday time for the actual hours worked on the holiday.

5. Day shift Registered Nurses will earn evening premium and evening bonus from 3:00 p.m. to 7:30 p.m.

6. Night shift Registered Nurses will earn evening premium and evening bonus from 7:00 p.m. to 11:00 p.m. and night premium and night bonus from 11:00 p.m. to 7:30 a.m. Night shift Registered Nurses who work beyond 7:30 a.m. will continue to earn night premium and night bonus for all hours worked. This shall include extra shifts.

7. No Registered Nurse will be scheduled for more than two 12 hour shifts in a row without mutual consent.

8. Overtime will be calculated and paid for all time worked after 12 hours.

a. When a nurse is scheduled for mandatory in-service on a scheduled day off, and it is cancelled within forty-eight (48) hours of the scheduled in-service, the nurse may elect to use paid benefit time, or to report to work if the in-service hours would have brought the nurse to her/his control hours for the week. If the in-service hours would have brought the nurse over her/his control hours for the week, the nurse may elect to use paid benefit time or not work and not be paid. Such

nurse may work only if prior approval is given by the nurse's supervisor.

In either situation, if the mandatory in-service is cancelled with greater than forty-eight (48) hours notice, the affected nurse will work her/his regular schedule.

Section 2. Staffing Schedules. Each four (4) week staffing schedule, which shall include days off, requested Personal Leave Days, approved vacations and holidays, shall be posted two (2) weeks before the end of the current schedule. Thanksgiving, Christmas and New Year's holidays shall be posted together, but separately from the four-week schedule, on the same date as the posting of the schedule containing the Thanksgiving holiday. The nurse manager will make every reasonable effort to post this schedule by November 1. These postings shall include the 48-hour time period from 7 a.m. before the designated holiday to 7 a.m. after the designated holiday. The request book shall remain in the patient care unit in a convenient area designated by the Nurse Manager until at least one (1) week before the schedule posting. Both parties recognize the increasingly technical and specialized nature of nursing care. To this end, the Hospital will schedule a Registered Nurse to the unit to which s/he is normally assigned. In unusual cases, a Registered Nurse may be assigned to a unit to which s/he is not normally assigned on a temporary basis. However, under such circumstances, the nurse will not be assigned charge unless s/he agrees.

a. Every effort will be made to adhere strictly to such schedules, but the Hospital will not unreasonably deny requests to switch schedules within the same patient care unit. Such changes shall be arranged by the Registered Nurse with another qualified staff person on his/her unit, and with the approval of the immediate supervisor.

b. Personal Leave Days will normally be reflected in the four (4) week schedule and shall be allocated on an equitable basis, and shall not be unreasonably denied. A maximum of two (2) Personal Leave Days shall be granted on an emergency basis by the immediate supervisor, and shall not be unreasonably denied. One (1) Personal Leave Day may be carried over into the first quarter of the following year.

c. Except in the case of a common disaster, a Registered Nurse who reports to work promptly after being called to work on a shift or a day other than that for which she/he is regularly scheduled will be paid at his/her base rate from the starting time for that shift not to exceed two (2) hours pay.

In the event that the President and Chief Executive Officer declares a severe weather day, employees who report to work one (1) hour or less after their scheduled starting time due to travel delays will be paid at their base rate from their scheduled starting time. All others will be paid for hours actually worked.

In making his determination, the Chief Executive Officer will take into consideration local closings and cancellations, local road and weather conditions and will survey representative Hospital departments on the day of the storm to determine if conditions justify declaring a severe weather day.

d. A Registered Nurse whose unit is closed on a temporary basis may be floated to another unit at the discretion of the Hospital. A registered nurse whose unit is closed on a temporary basis and is scheduled to work shall be granted accrued benefit time off, before such time off is offered to other Registered Nurses on the new unit, unless their time off had been previously approved. Other than for those Registered Nurses who have previously scheduled time off, seniority shall prevail when more than one nurse fits the criteria above.

Section 3: Weekend Scheduling. a. The weekend shall be the forty-eight (48) hour period commencing for the Day Shift and Evening Shift at 7 a.m. on Saturday. The Night Shift Registered Nurses on a unit by unit basis will have the option of choosing either Friday and Saturday or Saturday and Sunday as their weekend days provided that the exercise of such option will be subject to the staffing requirements established by the Hospital and that conflicts between Registered Nurses in exercising the option will be resolved by a majority vote of the nurses in each unit.

A change in the weekend days for the night shift for the unit must be made a minimum of two weeks prior to the new posting of the four-week schedule.

b. A Registered Nurse will not be required to work more than twenty-six weekends each calendar year except in unusual circumstances or for overtime.

If a Registered Nurse wishes to work more than twenty-six (26) weekends each calendar year, however, s/he may do so with the approval of the Hospital. The Hospital will make a reasonable effort to provide every other weekend off, to schedule vacations to begin at the end of the work day on Friday and end on Sunday, and to provide the weekend off at the beginning of the vacation and the weekend off at the end of the vacation. Registered Nurses may be required to work successive weekends on a fair rotating basis so as to make the above scheduling practicable, but the Hospital shall make a reasonable effort not to require a Registered Nurse to pay back vacation weekends immediately after his/her return from vacation.

c. Effective 4/1/99, full-time and part-time Registered Nurses who complete twenty (20) years of service shall, in lieu of the reduced weekend commitment, receive five (5) pro-rated scheduled days off which shall be scheduled and administered, subject to the requirements established in Article XI, VACATION.

d. Effective 4/1/99, full-time and part-time Registered Nurses will upon completion of 25 years of service, be eligible to select between retaining the five (5) scheduled days off or the reduced weekend commitment, *i.e.*, not being scheduled or required to work more than twelve (12) weekends per calendar year except in emergencies. Such election must be made within thirty (30) calendar days of the nurse's 25th anniversary.

Nurses who have previously selected the reduced weekend commitment in lieu of the five scheduled days off shall be allowed to change that election once per contract period. Such election must be made within thirty (30) calendar days of the effective date of the new contract. In the event a nurse elects such change, the five (5) scheduled days off and the weekend commitment will be pro-rated in the first calendar year of the election.

Section 4. Premiums. a. Shift Premiums. Effective April 6, 2008, a Registered Nurse working two (2) or more hours on the Evening Shift as assigned shall be paid a premium of \$2.00 for each hour s/he works on said shift. Effective April 3, 2011, the evening premium shall be \$2.40 per hour. Effective April 1, 2012 the evening premium shall be \$2.50 per hour and effective April 7, 2013 the evening premium shall be \$2.60 per hour. Those Registered Nurses who have permanent control hours on the evening shift shall receive an additional \$1.00 per hour which is to be included in the base rate schedule as outlined in Article XXX of this Agreement.

A Registered Nurse working two (2) or more hours on the Night Shift as assigned shall be paid a premium of \$1.35 for each hour s/he works on said shift. Effective April 6, 2008, those Registered Nurses who have permanent control hours on the night shift shall receive an additional \$4.25 per hour which is to be included in the base rate scheduled as outlined in Article XXX of this Agreement. Effective April 4, 2010, the premium shall be \$4.50 per hour.

b. Charge Premium. Effective April 6, 2008, a Registered Nurse assigned to work more than one (1) hour as Charge Nurse shall be paid a Charge Nurse premium of \$2.25 per hour for each hour s/he works as Charge Nurse.

c. Weekend Premium. Effective April 6, 2008, a Registered Nurse scheduled or called in by the Hospital to work on a shift commencing on a weekend shall receive a weekend premium of \$4.25 for each hour s/he works on the weekend shift as outlined under Section 3.a. above. Effective April 4, 2010, the amount is \$4.50. Such premium shall not be added to the call pay paid to Registered Nurses on call as outlined in Article XXIV of this Agreement.

d. Holiday Premium. A Registered Nurse who works on a holiday set forth in Article XII, Section 1 (except Personal Days), shall be paid time

and one-half his/her base rate for each hour worked on such holidays. A Registered Nurse who works on the Thanksgiving, Christmas and/or New Year's holidays, as set forth in ARTICLE XII, shall be paid double time his/her base rate for each hour worked on that holiday.

A day shift nurse working the day shift on either Christmas Eve or New Year's Eve will receive holiday pay for hours worked on the evening holiday shift whenever the nurse works two (2) or more scheduled hours on that shift.

e. All forms of premium pay provided for above shall be paid only for hours worked and shall not be included in calculating pay for time not worked, except as expressly provided elsewhere in this agreement. Shift premiums for both vacation and holiday hours not worked will be included when calculating the pay rate for Registered Nurses regularly assigned and scheduled to work evenings and nights.

f. **Extra Night Shift Bonus:** A night shift control hour Registered Nurse will receive one hundred dollars (\$100) for each additional night shift (minimum 6 ½- hours) worked over and above his/her scheduled control hours providing the nurse has actually met his/her scheduled control hours in that work week which includes scheduled PTO or Vacation/Holiday/PLD.

Section 5. Extra Night Shift Bonus: A day or evening shift control hour Registered Nurse will receive two hundred (\$200) for each additional night shift (minimum 6 ½-hours) worked over and above his/her scheduled control hours providing the nurse has actually met his/her scheduled control hours in that work week which includes scheduled PTO or Vacation/Holiday/PLD.

Section 6. Overtime. a. Registered Nurses shall be paid time and one-half (1-1/2 times their base rate), for all hours they work in excess of forty (40) hours in any one work week, provided that, irrespective of whether s/he works more than forty (40) hours during a work week, a Registered Nurse will be paid at time and one-half (1-1/2 times) his/her base rate for each hour s/he works in excess of his/her regular shift (not less than eight hours), if

1. she/he continues to work as assigned for two (2) hours or more into the next succeeding shift, or

2. she/he begins to work as assigned for two (2) hours or more prior to the start of his/her regular shift and continues to work as assigned throughout his/her regular shift.

b. In computing the overtime rate for a Registered Nurse who is entitled to an Evening, Night, and/or weekend premium, such premium will be added to his/her base rate as required by Wage-Hour law.

c. There will be no pyramiding of overtime or premium pay, except only in the following instances:

1. A Registered Nurse who works two (2) or more hours on the Evening or Night Shift on a weekend, as defined in Section 5.c. hereof, will be paid both the weekend premium set forth in Section 4.c. and either the Evening or Night Premium (whichever is applicable) as set forth in Section 4.a.

2. A Registered Nurse who works two (2) or more hours on the Evening or Night Shift on a holiday set forth in Section 1. of Article XII (except Personal Days) will be paid both the holiday premium set forth in Section 7. of Article XII and either the Evening or Night Premium (whichever is applicable) as set forth in Section 4.a., as well as the weekend premium where applicable.

Section 7. Meal Time. a. For each day or evening shift that a Registered Nurse works for six (6) hours or more, s/he shall receive an unpaid half-hour meal period. At the supervisor's discretion and based on the staffing needs of the unit, a nurse that works less than six hours may be granted an unpaid half-hour meal period.

b. Should the Supervisor determine that the patient load is too heavy to provide the Registered Nurse with a required meal period, the Hospital will provide the Registered Nurse with a meal without loss of pay to the Registered Nurse for time worked.

Section 8. Rest Period. A Registered Nurse who works more than six (6) hours during a shift shall receive a paid fifteen (15) minute rest period (coffee break).

ARTICLE VII **PROBATIONARY PERIOD**

The first ninety (90) calendar days of employment will be deemed the Registered Nurse's probationary period. The Hospital has the right to extend the period for up to an additional ninety (90) calendar days when it deems appropriate. The Hospital will notify Unit #47 of any such extension. During such period, the Hospital may discipline, suspend or discharge a Registered Nurse, and such disciplinary suspension or discharge will not be subject to the grievance procedures or to arbitration. If the probationary period exceeds 3 months, the nurse affected shall receive whatever fringe benefits are afforded a nurse who has successfully completed the three-month probationary period. A probationary Registered Nurse

who has been terminated will receive an exit interview with the Director of Labor Relations, Human Resources, or his/her designee.

ARTICLE VIII **EVALUATIONS**

Registered Nurses shall receive written evaluations on their respective anniversary dates. Such evaluations shall be discussed with each Registered Nurse and shall be signed by the Registered Nurse and by the supervisor for the evaluation. The Registered Nurse may make written comments regarding his/her evaluation on the evaluation form. The Registered Nurse shall receive a copy of the current evaluation at the time the evaluation interview is done by the supervisor. Copies of past evaluations may be obtained from the Human Resources Department upon request in writing.

ARTICLE IX **GRIEVANCE PROCEDURE**

Section 1. a. Definition: A grievance is hereby defined as any misunderstanding, dispute, controversy, or claim arising out of or relating to the interpretation, application, meaning, or breach of the provisions of this Agreement.

b. Multiple Grievances: Upon mutual consent of Unit #47 and the Hospital in writing, two or more current separate grievances otherwise subject to this agreement may be consolidated and processed before one arbitrator, provided however, that such procedure shall be subject to all the provisions of this article.

c. Procedure: Grievances must be processed as follows:

Step 1 A discussion between the immediate supervisor and the R.N. The grievance must be filed within twenty (20) week days of the alleged violation or from when there would be reasonable basis for knowledge of the alleged violation. If the grievance is not settled to the satisfaction of both parties at this step, the R.N. shall have five (5) week days from the date of the decision within which to reduce the grievance to writing and process it at Step 2 hereof. Should the grievant request, a member of the Unit #47 Grievance Committee may attend this and subsequent meetings.

Step 2 The grievance must be in writing and presented to the operational department head or his or her designee, within five (5) week days of the first step response. A member of the Unit #47 Grievance Committee, if selected by the grievant, may accompany the grievant to the second step and aid in the presentation of the grievance.

An answer to the grievance will be given in writing to Unit #47 President, the Grievance Chairperson, and the grievant by the Operational Department Head or his/her designee within five (5) week days of the meeting in this step.

If the grievance is not settled to the satisfaction of both parties, the grievant, either himself/herself or through a member of Unit #47 Grievance Committee, may process the grievance at Step 3, but must do so in writing within five (5) week days after receipt of the written Step 2 answer.

Step 3 The grievance presented in Step 3 must be submitted in writing by the grievant, either by him/herself or by utilizing a member of Unit #47 Grievance Committee, to the Senior Vice President Human Resources or his/her designee within five (5) week days after his/her receipt of the second step answer. At this and subsequent steps, a representative of the Federation and/or Unit #47 Grievance Chairperson, or his/her designee, must be present. The Senior Vice President Human Resources or his/her designee must answer the grievance in writing to the President of Unit #47, the Grievance Chairperson, and the grievant within five (5) week days after the conclusion of the meeting or meetings held at Step 3.

Step 4 If no satisfactory settlement is reached within twenty (20) week days after the written decision of the Hospital at Step 3, Unit #47 may notify the Hospital in writing of its desire to submit the grievance to arbitration before an arbitrator mutually agreed upon by the parties. If the parties are unable to agree upon an arbitrator within ten (10) week days after the Unit #47 has so notified the Hospital, either party may, within fifteen (15) week days thereafter, submit the grievance to arbitration under the voluntary arbitration rules of the American Arbitration Association. All notices must be in writing.

The Arbitrator shall have the authority only to interpret and apply the terms of this Agreement and shall not add to, modify, or change any of said terms and provisions. The decision shall be final and binding on all parties.

Section 2. Incidents which happened or failed to happen prior to the effective date of this Agreement shall not be the subject of any grievance hereunder, unless mutually agreed in writing.

Section 3. The time limits set forth in this Article may be extended in any particular case by the mutual consent of the parties. In computing the time limits, Saturdays, Sundays, and Holidays shall not be counted.

Section 4. It is the intent of the parties that discussion of grievance shall take place at mutually convenient times.

Section 5. Employees participating in steps of the Grievance Procedure shall obtain permission from their supervisors before absenting themselves from work.

Section 6. Supervisors shall not unreasonably deny requests for time off to attend grievance hearings. Such requests shall normally be made at least twenty-four (24) hours in advance.

Section 7. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretation of any of the provisions of this Agreement.

Section 8. Grievances filed by two (2) or more Registered Nurses from two (2) or more departments, and grievances filed by Unit #47 may be processed beginning at Step 3. The grievance must be filed within twenty (20) weekdays of the alleged violation or from when there would be reasonable basis for knowledge of the violation.

Section 9. The Grievance Chairperson or his/her designee shall not lose pay while attending grievance meetings during his/her scheduled working hours.

Section 10. The cost of arbitration shall be equally shared by both parties. Each party shall pay the expenses for witnesses which are called by them.

ARTICLE X
BENEFITS
(INSURANCE AND RETIREMENT)

Section 1. (a.) For plan year 5/1/11 – 4/30/12, the Hospital shall offer the following medical insurance plans to all nurses who work 20 or more control hours per week.

Section 1. (b.) Full-time RNs (32-40 control hours) shall pay the following rates:

	<u>Weekly</u>	<u>Bi-Weekly</u>
CIGNA \$10 Open Access Plus (Includes dental)		
Employee Only	\$8.82	\$17.64
Employee +1	\$32.03	\$64.06
Employee +2 or more	\$43.56	\$87.12
CIGNA Open Access Plus POS (includes dental)		
Employee Only	\$13.49	\$26.98
Employee +1	\$48.97	\$97.94
Employee +2 or more	\$65.61	\$131.22
CIGNA \$5 Open Access Plus (includes dental)		
Employee Only	\$16.68	\$33.36
Employee +1	\$58.89	\$117.78
Employee +2 or more	\$68.54	\$137.08

The Hospital shall pay the remaining cost. Dependent coverage is available by paying the additional cost.

c. Part-Time Registered Nurses who work at least 20 but less than 32 control hours may participate in the Medical Insurance Program by contributing 50% of the cost of the plan selected.

d. Employee contributions for plan years 2012 and 2013 will be negotiated pursuant to section 5. For part-time and PRN+ Registered Nurses increases will be based on plan costs as per Agreement.

e. The parties agree that all Registered Nurses hired between the effective date of this agreement and December 31, 2011 will be enrolled in the FLEXability Benefits Program.

Section 2. For plan year 5/1/11 – 4/30/12, the Hospital will pay the full cost of the dental plan for full-time Registered Nurses who elect not to participate in the offered medical insurance plans described in section 1(b). For the plan year period, the Hospital will pay 50% of the cost for part-time Registered Nurses who work at least 20 but less than 32 control hours who have elected not to participate in the offered medical insurance plans.

Section 3. The Hospital will provide an open enrollment period for its medical insurance plans during November. Registered Nurses can change their plan selections only during the open enrollment period. If a Registered Nurse terminates employment and is subsequently re-employed, he/she may choose a plan other than the plan which he/she was covered by previously.

New hires must make their benefit plan selection within thirty (30) days of their date of hire.

Section 4. All injuries must be reported immediately to the Supervisor and/or Employee Health Department in accordance with the Connecticut Workers' Compensation Act, and will be processed under the revised Worker's Compensation Policy dated April 1, 2002.

Section 5. a. The Hospital agrees that upon approval by the Western Connecticut Board of Directors of a common system-wide health and welfare benefits program initiative (involving medical, dental, short and long term disability and life insurances) and their associated costs, it will notify the Union. Upon notification, the parties agree to re-convene their bargaining committees to negotiate issues related to plan design and networks prior to the system issuing RFP's, but in no event shall such discussions last longer than 45 days from the date of notification. Upon receipt of acceptable quotes, the system shall notify the Union of the selected carries and any material differences from the original RFP submissions prior to implementation of the new system-wide health and welfare benefits program. The open enrollment period for this program shall be October 17, 2011 through November 11, 2011. Thereafter, the open enrollment period each year shall be the first full two weeks in November.

b. Should Western Connecticut Health Network contemplate any change in the Pension Plan, prior to implementation it shall first discuss the changes with the President of Unit 47 or his/her designee.

c. It is agreed that commencing January 1, 2012 all bargaining unit members will be enrolled in the Flexability Benefits Program on the same terms and conditions as it is then currently offered to employees of Danbury Hospital including, but not limited to, PTO, and other health and welfare insurance benefits as adjusted pursuant to section (a). Thereafter, the Hospital shall have the right to implement changes in the Flexability Benefit Program providing such changes apply to all other Flex eligible employees of Western Connecticut Health Network.

d. It is agreed that all RNs actively employed with 32 control hours or more as of 1/1/12 shall pay the 40 control hour employee contributions for medical/dental benefit insurance coverage until such time that their control hours decrease below thirty-two (32). Thirty-two (32) control hour Registered Nurses hired after 1/1/12 will have their contributions based upon their actual control hours.

Section 6. Should a Registered Nurse die while an active employee of the Hospital, the primary beneficiary of the employee's group life insurance will receive a death benefit equivalent to his/her regular straight time hourly base rate multiplied by two (2) times his/her control hours.

Section 7. The Hospital provides allowance to Full and Part-time Registered Nurses for certain out-patient services. This allowance is fifty percent (50%) of the bill after insurance reimbursement.

Section 8. Prescriptions that have been issued to Registered Nurses, their spouses, or their children may be filled at reduced cost at the Hospital Pharmacy on a 24-hour basis.

Section 9. Registered Nurses shall receive automobile/travel allowances based on current Hospital policy.

Employees who use their personal vehicle on a regular basis while on authorized Hospital business will be reimbursed up to \$75 annually toward the expense of automobile insurance which has been upgraded to business use. Documentation is to be provided by the employee from the employee's automobile insurance company indicating the premium difference between the regular coverage and the business use coverage.

ARTICLE XI
VACATION

Section 1.

a. Full-time Registered Nurses hired January 1, 1984, and thereafter shall accrue vacation at the rate of 1.25 days per month to be credited at the first of each month beginning from the date of hire and placed in the vacation bank after completion of the probationary period. Registered nurses with less than 40 control hours will receive vacation pay pro-rated according to Article XXVIII of this Agreement.

<u>Length of Service</u> <u>As of January 1</u>	<u>Vacation days accrued</u> <u>Per month</u>
For a Registered Nurse with the following completed years of service	
During the first year of employment	1.25
- 1 year but less than 2 years	1.25
- 2 years but less than 3 years	1.25
- 3 years but less than 4 years	1.25
- 4 years but less than 5 years	1.33
- 5 years or more	1.67

The vacation year for these employees shall be from anniversary date to anniversary date. Vacation time may be taken as accrued subject to the provisions of Section 4 of this article. Vacation hours banked during the previous vacation year must be taken within six months of the nurse's anniversary date subject to the provisions of Section 4 of this article.

A Registered Nurse hired January 1, 1984, and thereafter must complete six months of service in order to be eligible for terminal vacation pay.

b. Full-time Registered Nurses hired prior to January 1, 1984, shall be entitled to the vacation pay indicated in the following table.

<u>Length of Service</u> <u>as of January 1</u>	<u>Vacation days during</u> <u>calendar year</u>
During the first year of employment	
- 1 year but less than 2 years	15
- 2 years but less than 3 years	15
- 3 years but less than 4 years	15
- 4 years but less than 5 years	16
- 5 years or more	20

The "Vacation Year" shall be from January 1 to December 31 annually.

The parties acknowledge that the responsibility for utilizing vacation time is shared by the manager and the employee. Records of unused vacation time will be periodically reviewed at Labor/Management meetings.

Section 2. Registered Nurses who have completed the years of service shown below will receive a vacation bonus in the following amounts:

<u>Length of Service</u>	<u>Vacation Bonus Amount</u>
10 years but less than 15	\$250
15 years but less than 20	\$500
20 or more years	\$600

Section 3. A Full-Time Registered Nurse shall receive eight (8) hours of pay at their base rate of pay for each paid vacation day, provided that the amount of such pay shall be reduced by one-twelfth (1/12) for each calendar month during the twelve-month period ending on the day prior to January 1 in question during which there were fewer than ten (10) days for which the Full-time Registered Nurse was paid by the Hospital. For the purpose of computing the number of paid days under this Section, pay for holidays, vacation days, paid sick leave, bereavement leave, jury duty, and summer military leave shall be counted as days actually worked.

Section 4. Vacation eligibility is based on the nurse's control hours at the time it is earned. Full-time or Part-time Registered Nurses working less than forty (40) hours but eight (8) hours or more, shall receive vacation equal to their control hours for each week of eligibility.

Section 5. Vacation requests for the following calendar year shall be made no earlier than May 1 of each year. Reasonable effort will be made by the Hospital to accommodate the Registered Nurse's preference for time off for vacation, but the final decision shall rest with the Hospital based on patient care needs. In the event that a conflict of requested time exists and the vacation is requested between the period of May 1 and May 31 inclusive, preference will be given to the Registered Nurse on a patient care unit basis by seniority (as defined in Article XX, Section 1.). Such request shall be granted or denied by June 14, after which requests will be handled on a first-come-first-serve basis, and answers will be given by the Nurse Manager within one week of the request. Such requests will normally be granted where staffing permits in accordance with Article VI, but shall not be unreasonably denied.

Section 6. Reasonable effort shall be made not to schedule Registered

Nurses to work on the weekends immediately preceding or following their vacation periods. No Registered Nurse will be required to work weekends falling during his/her scheduled vacation.

Section 7. The Hospital will make reasonable efforts to accommodate the preference of the Registered Nurse insofar as the choice of vacation dates is concerned. It is recognized, however, that granting time off for vacation shall be subject to staffing requirements and patient care needs.

The number of Registered Nurses that may take time off for vacation at the same time shall be determined by the Hospital. When a conflict arises as to choice of vacation dates at the time of approval, the Registered Nurse with the greater seniority shall be given preference, but not for more than two (2) weeks at a time.

Section 8. When a holiday set forth in Section 1. of Article XII (except Personal Days) observed by the Hospital falls within a Registered Nurse's vacation period, the day will count as a holiday and not a vacation day.

If a death occurs during a vacation period, the paid days pursuant to Article XVI, Section 1.a., Death in the Family, will be considered bereavement days and vacation time will be returned to the bank for future approval and scheduling.

Section 9. For nurses hired prior to January 1, 1984, time off for vacation must be taken during the "Vacation Year" and cannot be carried over from one to another, except where mutually agreed to by the Registered Nurse and the supervisor. The parties acknowledge that the responsibility for utilizing vacation time is shared by the manager and the employee. Records of unused vacation time will be periodically reviewed at Labor/Management meetings.

Section 10. For Registered Nurses regularly assigned and scheduled to work evenings or nights, shift premiums will be included when calculating the pay rate for vacation.

Section 11. Vacation pay will be paid on the normal payroll cycle when vacation is taken and will not be paid in lieu of vacation time off.

Section 12. Registered Nurses who terminate will receive prorated vacation pay for vacation time which will be considered earned in the calendar year of termination. This provision is subject to the service limitation defined in Section 1.a., paragraph 3 of this Article.

Section 13. If a request by a nurse for time off is approved, she/he must use available banked vacation or holiday time as designated by the nurse in order to meet her or his control hour commitment. This section does not apply to requests for voluntary down staffing made by the Hospital and pro-ration of holidays.

ARTICLE XII
HOLIDAYS

Section 1. The following shall be observed by the Hospital as holidays for Registered Nurses who have completed their probationary periods:

New Year's Day	Thanksgiving Day
Presidents' Day	Christmas Day
Memorial Day	Personal
July 4	Personal
Labor Day	Personal
	Personal

Personal leave days will accrue for new employees as follows:

<u>Month Employed</u>	<u>Personal Leave Days</u>
Jan. 1 - Mar. 31	4
April 1 - June 30	3
July 1 - Sept. 30	2
Oct. 1 - Dec. 31	1

Section 2. a. Those holidays shall be celebrated on the day on which they occur except for departments which are not open on the weekends. In these cases, the department will celebrate a holiday occurring on a Saturday the preceding Friday and those occurring on Sunday, the following Monday. For those employees on-call, the actual holiday shall be considered the basis for the holiday premium. The holiday shall be the twenty-four hour period commencing on the night shift at 11:00 p.m. and ending on the evening shift at 11:30 p.m., except as follows: On Christmas and New Year's Day, the holiday period will start at 3:00 p.m. of the day preceding the holiday and end at 7:00 a.m. on the day after the holiday.

b. A Registered Nurse shall not normally be required to work more than two (2) of the (4) days involving Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

c. For Registered Nurses regularly assigned and scheduled to work evenings or nights, shift premium will be included when calculating the pay rate for holiday hours not worked.

Section 3. Full-time or Part-time Registered Nurses scheduled to work on a holiday shall receive compensable time off in accordance with the schedule in Article XXVIII, as follows:

a. Part-time Registered Nurses shall be paid for such earned compensable time off as earned, or, at the Part-time Registered Nurse's option, may accumulate earned holiday hours until s/he has accrued at least eight (8) hours, at

which time s/he may take a holiday off with pay to be scheduled with the approval of the immediate supervisor; provided that if her accumulated hours exceed eight (8), s/he will be paid for her entire accumulated time without further liability on the part of the Hospital for recognition of the excess over eight (8). A Part-time Registered Nurse may not bank holiday time beyond the number of hours necessary to receive two holidays off with pay.

b. Full-time Registered Nurses scheduled to work thirty-two (32) hours shall have the option to receive their earned compensable time off with pay or pay for same. Any such time off must be entered in the Request Book and shall be part of the regular four-week schedule, and shall be taken within a period consisting of sixty (60) days, thirty (30) days before or after the holiday.

c. Full-time Registered Nurses scheduled to work forty (40) hours shall receive compensable time off with pay for such holiday, within the sixty (60) day period referred to in subsection (b) above.

Section 4. To qualify for holiday time off and/or pay, Full-time or Part-time Registered Nurses must work their last scheduled work day prior to the holiday, the holiday if scheduled, and his/her next scheduled working day following the holiday unless the absence is excused.

Section 5. Registered Nurses not scheduled to work on any holidays listed in Section 1 of this Article shall receive holiday pay in accordance with the schedule in Article XXVIII of this Agreement for such holiday not worked.

Section 6. Personal Leave Days will normally be reflected in the four (4) week schedule and shall be allocated on an equitable basis, and shall not be unreasonably denied. A maximum of two (2) Personal Leave Days shall be granted on an emergency basis by the immediate supervisor, and shall not be unreasonably denied. One (1) Personal Leave Day may be carried over into the first quarter of the following year.

Section 7. A Registered Nurse who works on a holiday set forth in Section 1. (except Personal Days), shall be paid time and one-half his/her base rate for each hour worked on such holidays.

A Registered Nurse who works on the Thanksgiving, Christmas and/or New Year's holidays as set forth in Section 1, shall be paid double time his/her base rate for each hour worked on those holidays.

Section 8. Registered Nurses who work on a holiday (except Personal Days) will receive holiday time for that holiday based on the higher of either their control hours or actual hours worked on that holiday to a maximum of eight (8).

Registered Nurses who work regularly scheduled 10 or 12 shift control hours will receive holiday time for that holiday based on actual hours worked up to a maximum of their regularly scheduled shift control hours.

Section 9. Requests for holiday scheduling shall be responded to within one week from the date of request and shall not be unreasonably denied. Such requests shall be in accordance with the provisions of Article VI, Section 2.a.

ARTICLE XIII **STAFF DEVELOPMENT**

There shall be a staff development program which shall consist of:

Section 1. Orientation and In-service Education.

a. Orientation. There shall be an orientation program developed and maintained by the Hospital during which time the newly employed nurses shall be introduced to Hospital procedures and policies, the contract and any other appropriate programs. A portion of such orientation shall be reserved for a Unit #47 representative at the end of the paid orientation period. Attendance is voluntary and such time is not to be paid for by the Hospital.

b. Inservice Education. An in-service education program established by the Hospital shall be provided to introduce nurses to new procedures, products, equipment, or yearly updates appropriate to their specialty. Attendance may be mandatory at the discretion of the Senior Vice President/Chief Nursing Officer (SVP/CNO) or her designee. When attendance is mandatory, the Registered Nurse shall be paid at the nurse's base rate unless total worked time for the week exceeds 40 hours. Normally, such training shall occur during the Registered Nurse's normal duty hours. However, should the Nurse Manager determine that this is not feasible, the Hospital will pay Registered Nurses as outlined above for time spent in required In-Service outside their normal work hours. Any required materials for mandatory in-services will be provided at no cost to the Registered Nurse.

The Hospital will make a good faith effort to schedule mandatory in-services, as designated by the SVP/CNO, at times reasonably contiguous, normally within one (1) hour, to the basic shifts as set forth in this Agreement. For the Annual Competency Education (Marathon) and all Certification Preparation Courses, notice will be given at least six (6) weeks in advance.

The Hospital agrees to establish a written policy regarding the utilization of paid education days by APRNS to be used by them for educational programs necessary for them to maintain their eligibility for recertification.

Section 2. Continuing Education.

a. Registered Nurses may be granted time off, without loss of pay, for participation in such education institutes, workshops, and other professional

meetings requested by the Registered Nurse as are approved by the Manager/Supervisor. Approval shall be based on such criteria as cost, location and length of the course, availability of funds budgeted for continuing education within the nursing unit, staffing needs of the unit, the need for the requested education in relation to the nursing unit and duties of the Registered Nurse, prior training of the Registered Nurse, qualifications of the program faculty, and the objectives of the program itself. Requests shall be responded to within ten (10) working days and shall not be unreasonably denied. Pay for such approved attendance shall be at the Registered Nurse's base rate for the number of hours s/he was scheduled to work but did not work, on the day in question, but shall not exceed the normal shift for each day of absence caused by such attendance. The Hospital will not be responsible for payment of expenses incurred in attending such institutes, workshops and meetings. At its discretion, the Hospital may pay portions of the expenses incurred.

A Continuing Education Funding Committee chaired by the SVP/CNO and comprised of two (2) Nursing Managers selected by the SVP/CNO and two (2) bargaining unit members selected by the Union shall be established to review denials of Continuing Education that were based on the lack of available funds budgeted for Continuing Education within a nursing unit. Effective April 1, 2008, during each contract year, the Committee shall have available to it a fund not to exceed \$20,000 for distribution based upon whether the nurse's request meets the clinical needs of the organization. The Committee shall meet monthly, scheduled at a pre-determined time, unless there are no pending requests. Requests for reconsideration must be submitted at least twenty-four (24) hours prior to a scheduled meeting. Requests received after a regularly scheduled meeting date will be considered at the next scheduled monthly meeting.

The Committee's determinations and amounts distributed, if any, are not grievable or arbitrable under Article IX.

b. When a Registered Nurse attends an institute, workshop, or other professional meeting at the request of the Hospital, the Hospital shall pay his/her reasonable expenses in addition to his/her lost pay as provided in subsection (a) above. Such expenses shall be reasonable in view of the distance to be traveled and the nature and length of the program, and shall include such things as reimbursement for transportation costs to programs attended outside the Hospital's labor market, necessary lodging and meals, and registration fees.

The Hospital will retain the right to approve or disapprove the means and nature of transportation and the necessity for and type of lodging, as well as the total amount of reimbursement.

Registered Nurses who attend approved continuing education offerings

shall complete the prescribed continuing education report form within two weeks completion of the program.

Excluding jointly sponsored programs, Hospital programs offered by Nursing Education will be offered at no cost to the Registered Nurse. However, Registered Nurses will be responsible for application fees, program materials, and/or optional meal expenses as delineated in the announcement brochure.

When a nurse is scheduled for an educational day and it is cancelled within forty-eight (48) hours of the program day, the nurse may elect to use paid benefit time or to report to work if the education hours would have brought the nurse to her/his control hours for the week. If the education hours would have brought the nurse over her/his control hours for the week, the nurse may elect to use paid benefit time or not work and not be paid. Such a nurse may work only if prior approval is given by the nurse's supervisor.

In either situation, if the educational program is cancelled with greater than forty-eight (48) hours notice, the affected nurse will work her/his regular schedule.

c. Certification and Recertification fees.

The Hospital will reimburse the Registered Nurse for the exam fee for certification, and the recertification exam and/or fee. Effective April 1, 2008, the Hospital will provide APRN's full reimbursement for the Controlled Substance Registration Certificate fee upon proper proof of receipt of certification.

d. Educational Reimbursement.

1. If a Registered Nurse working on a schedule of sixteen (16) or more hours desires to enroll in one or more courses leading either to an APRN License where required for the job or to a degree at an institution with National League for Nursing (NLN) accreditation for nursing programs, or New England Association of Colleges and Secondary Schools, State Board of Higher Education (Connecticut), Middle States Association of Colleges and Secondary Schools (New York), or the New York State Board of Regents accreditation for other programs, s/he shall submit an application to the Manager/Supervisor in advance of commencing such course or courses to be taken by title and course number.

Upon receiving the Manager/Supervisor's signature on the application, s/he will submit completed application to the Learning Center, Human Resources no later than seven (7) calendar days after the first day of class in order to be considered for approval.

2. Upon the Registered Nurse providing proof of satisfactory completion with a grade of C or better (or its equivalent) and proof of the amount expended for tuition, to be submitted to the Learning Center, Human Resources within 90 days of the receipt of grades in order to receive eligible reimbursement, the Hospital will:

(a) reimburse the Registered Nurse with at least 36 control hours, tuition costs not to exceed \$350 per semester or \$700 per calendar year for educational programs leading to a non-nursing degree.

(b) reimburse the Registered Nurse with at least 32 control hours, tuition costs up to \$4,500 per calendar year for educational programs leading to a degree in nursing.

(c) Registered Nurses enrolled in graduate degree programs that are in an allied health field are eligible for reimbursement not to exceed \$2,400 per calendar year . There is no limit on the amount of reimbursement for a single semester (save the yearly maximum). Coverage in any semester will be limited to a maximum of two (2) courses. Registered Nurses enrolled in graduate degree programs that are not in an allied health field are eligible for reimbursement not to exceed \$700 per calendar year. In addition, a maximum of two (2) courses will be reimbursed in any single semester.

3. Requests for educational reimbursement shall not be unreasonably denied. Effective April 1, 2011, during a calendar year, payments under the Educational Reimbursement Program to Registered Nurses will not exceed \$65,000. Effective April 1, 2012, the amount will be increased to \$70,000. Effective April 1, 2013, the amount will be increased to \$75,000.

Should the reimbursement amount for a calendar year together with the amounts approved for but not yet reimbursed total \$65,000 (4/01/12 - \$70,000; 4/01/13 - \$75,000), no approval of incoming applications will be made. Should the total reimbursement amount for the applications approved and those paid not total \$65,000 (4/01/12 - \$70,000; 4/01/13 - \$75,000), after December 15, then those unapproved applications will be approved and reimbursed according to the order they were received and until the \$\$65,000 (4/01/12 - \$70,000; 4/01/13 - \$75,000) has been paid.

4. Any Registered Nurse who terminates within one (1) year after participating in a course for which educational reimbursement was paid must reimburse the Hospital on a pro-rata basis, one-twelfth (1/12) of tuition payment for each month short of one (1) year.

5. Registered Nurses with less than 36 control hours will be reimbursed based on the schedule outlined in Article XXVIII. Registered Nurses regularly scheduled sixteen (16) or more hours per week and who have completed ten (10) or more years of service will receive full reimbursement equal to that of a nurse who has forty (40) control hours.

Section 3. Training. The Hospital maintains various training programs which may include but are not limited to preceptor, Critical Care, Operating Room, Dialysis, Labor and Delivery, PACU, Oncology, Gynecology, Neonatal, Pediatric

Intermediate Care Cardiac Stepdown Unit, Observation Unit and Telemetry.

a. Preceptor Program. The Hospital shall maintain a Preceptor Program designed to support graduate nurses, summer clinical assistants, and personnel on such nursing units as the SVP/CNO shall designate. Nurses may volunteer to become a preceptor and if accepted into the program shall successfully complete the preceptor training program and the preceptor update annually. Registered Nurses becoming preceptors shall accept preceptees for a minimum of six (6) months from completion of their training.

A preceptor shall be responsible for one preceptee, however, may take more than one preceptee upon agreement between the Nurse Manager and the preceptor. The preceptor will be protected and indemnified as specified under the Professional Liability Program of the Hospital. The Preceptor may agree to accept charge responsibilities and receive appropriate premiums, shall inform the Nurse Manager of preceptee's progress and shall complete designated documentation. The Nurse Manager shall evaluate the preceptee with input from the preceptor and staff development personnel.

The preceptor shall be paid a premium of \$1.00 per hour for each preceptee under his/her direction.

b. In recognition of the expense of training professional nurses in specialized functions, the parties agree that after completion of training, the nurse shall be required to complete a minimum period of service the lesser of two times the basic training (and any additional precepted time) but not more than one year. By mutual agreement in writing between the operational department head and the nurse, the nurse may apply for and transfer to a posted position under the terms of Article XXV of this Agreement.

ARTICLE XIV **SICK LEAVE**

Section 1. After completion of the probationary period, Registered Nurses regularly scheduled to work 16 or more hours shall have their sick leave computed and credited at the rate of one day per month, on the first day of the month. Part-time Registered Nurses (Nurses who work less than 40 control hours) will be credited with the applicable accrual based on the schedule in Article XXVIII.

Section 2. Sick leave shall be cumulative from year to year to a total of 1,216 hours (152 days).

ARTICLE XV
HEALTH AND WELFARE

Section 1. Physical Examination. All Registered Nurses will receive a physical examination at Employee Health Service at Hospital expense prior to employment which shall include serology, CBC, and urinalysis tests, and upon request, an x-ray of the chest, pap smear and for Registered Nurses over the age of 40 an electrocardiogram.

Section 2. a. A Registered Nurse shall also receive, upon request, when ordered by a physician and provided by Employee Health Service, the following diagnostic tests at Hospital expense: annual serology, chest x-ray, CBC, urinalysis test, Pap Smear reading, an electrocardiogram for Registered Nurses over the age of 45, and a mammogram for Registered Nurses over the age of 35. Upon the Registered Nurse's request, s/he may also receive an annual health exam, gynecological examination and pap smear, or prostate screening at Employee Health Service at Hospital expense.

b. In addition, the Hospital may require a Registered Nurse to have an examination at any time by the physician of his/her choice regularly employed by the Outpatient or Employee Health Service on the basis of health history or excessive absenteeism. As an alternative to the Hospital's Employee Health Service, the Registered Nurse shall have the option of having the physical examination performed by his/her own physician at his/her own expense, providing it is done in a timely manner. The results of the examination will be submitted to the Hospital. The Hospital may require a second opinion of the Hospital's choice paid for by the Hospital. Such second opinion shall not be requested for arbitrary or capricious reasons.

Section 3. The Hospital will provide treatment twenty-four (24) hours a day for illness or injury to a Registered Nurse while on duty which interferes with the Registered Nurse's ability to carry out his/her duties and such treatment will not be charged to the Registered Nurse.

Section 4. Registered Nurses should not be unreasonably exposed to health hazards in the performance of their duties. Should a Registered Nurse believe s/he has been exposed, s/he shall report the situation promptly to his/her Manager/Supervisor and, if actually exposed, an incident report must be filed. A Registered Nurse assigned to the renal dialysis unit who becomes pregnant will have the option to be transferred to another available position for which s/he is qualified. If no such position is available, the pregnant nurse will be recalled to the first available position for which s/he is qualified.

Section 5. The Hospital and the Union agree to promote the wearing of slip

resistant footwear by all Registered Nurses. In recognition of this understanding, the parties have agreed to initiate a pilot program regarding the wearing of slip resistant footwear by Registered Nurses while working. The pilot program will last one contract year and the results will be assessed and reviewed by the parties at that time. During the pilot year, nurses who voluntarily decide to wear approved slip resistant shoes or slip resistant shoe covers one time will be reimbursed up to \$30 upon presentation of the receipt.

All aspects of the program will be negotiated at that time for the remainder of this Agreement including, but not limited to the voluntary nature of the program.

ARTICLE XVI **LEAVES OF ABSENCE**

Section 1. Special leaves of absence with pay will be granted to Registered Nurses as follows:

a. Death in the Family. In the event of the death of a parent, grandparent, or guardian, parent-in-law, husband, wife, sister, brother, child, grandchild, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or domestic partner residing in the household, all full-time Registered Nurses (32 - 40 hours) can receive time off immediately following the date of death for a maximum of five (5) consecutive calendar days; up to three (3) of which, if scheduled work days, will be without loss of pay based upon the Nurse's base rate of pay. Based upon exceptional circumstances, management may waive the requirement that the three (3) scheduled days off occur within the five (5) days immediately following the date of death. Part-time Registered Nurses can receive one (1) scheduled work day off with pay to attend the funeral of family members provided above.

b. Jury Duty. A Registered Nurse who is called to Jury Duty shall try to have this service waived. If the Registered Nurse actually serves as a juror, s/he will be given sufficient time off from work to service his/her Jury Duty and s/he will be paid the base pay s/he would have received had s/he worked his/her regular schedule at the Hospital (up to a maximum of his/her regularly scheduled shift control hours). The Hospital will pay the wage as calculated herein and the Registered Nurse will endorse the jury duty paycheck for payment to the Hospital and will deliver that check to the Payroll department.

c. Military Reserve Training. Military leaves of absence will be granted to Registered Nurses who need to fulfill their military obligations. A Full-

time Registered Nurse on military leave will receive the difference between military pay and Hospital base pay for a maximum of two (2) weeks while fulfilling summer reserve commitments. A part-time Registered Nurse will receive the difference between military pay and Hospital base pay equivalent to his/her control hours for a maximum of two weeks.

Section 2. Definition: A “leave of absence” shall be defined as any absence, paid or unpaid, other than scheduled vacation times, longer than fourteen (14) calendar days. A written request must be submitted for each leave of absence on a form supplied by the Hospital or by phone call if applicable. Normally, a response shall be given within ten (10) calendar days. In submitting all requests for leaves, Registered Nurses must include the reasons and duration of such leaves.

Section 3. Family and Medical Leave (FMLA): In accordance with state and federal law, and Danbury Hospital policy, family and medical leave is available for the following purposes;

1. for the birth or care of a child born to or placed with the employee for adoption or foster care;
2. the serious health condition of a child, spouse (including civil union partner under Connecticut FMLA law), parent (including parent-in-law under Connecticut FMLA law) of the employee;
3. the serious health condition of the employee; or
4. for the employee to serve as an organ or bone marrow donor.

In addition, leave may be taken under the Federal FMLA for the following qualifying events:

5. for an employee who is the spouse, son, daughter, parent, or next of kin (nearest blood relative) of a covered service member who has incurred a serious injury or illness in the line of active duty in order to care for that service member; or
6. because of any “qualifying exigency” (as defined by federal regulation) arising out of the fact that the spouse, child, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a “contingency operation.” Contingency operations generally include military actions or operations in a combat zone or combat theater, as designated by the Secretary of Defense.

Eligibility

To be eligible for FMLA leave, an employee must, as of that date leave is requested to begin:

1. Have been employed with Danbury Hospital for a period of at least one (1) year and have completed a minimum of one thousand (1,000)

hours of work (for Connecticut FMLA leave) or one thousand two hundred fifty (1,250) hours of work (for Federal FMLA leave) in the twelve (12)-month period of time preceding the beginning of the leave.

2. A reasonable period of time for disability due to pregnancy will be granted to female employees otherwise ineligible for leave under FMLA.

Frequency and Maximum Leave Periods

Eligible Registered Nurses shall be legally entitled to up to sixteen (16) weeks of leave within any one (1) calendar year period and up to twelve (12) weeks of leave in the next calendar year (twenty-six (26) weeks in a calendar year if leave is taken to care of a service member who is seriously injured in the line of active duty).

Application

All Family and Medical Leave will run concurrently with other similar leaves mandated by state or federal law, and all paid time off used during the Family Medical Leave will be included as part of the leave.

Upon completion of such leave of absence, the nurse shall be reinstated to her/his former position.

In the event that a Registered Nurse has fully used her/his FMLA entitlement, she/he may be granted an extended family medical leave for any FMLA qualified event. Such leave, in combination with any family and medical leave, for which the nurse was eligible, cannot exceed 26 weeks in a twelve (12)-month period. At the conclusion of such extended leave, the Nurse shall be reinstated to her/his former position if such leave included unpaid leave of forty-five (45) calendar days or less. For unpaid leave greater than forty-five (45) calendar days if the nurse's former position is not available, the nurse shall be reinstated to a similar position, if available. Approval for such leave shall not be unreasonably denied. Failure to provide the required medical documentation shall be a reasonable reason for denial.

In the event a similar position is not vacant, the returning Registered Nurse has the right to displace the least senior Registered Nurse in a similar unit in a similar position and his/her former unit in a similar position who has less seniority than the returning Registered Nurse.

“Former position” is defined as a position in the same unit, same hours and the same shift. “Similar position” is defined as a position in the similar unit, same hours and same shift.

Section 4 – Other Leaves:

- (a) Personal Leave:

Registered Nurses who have completed twelve (12) months of continuous

employment are eligible for an unpaid leave of absence for personal reasons not to exceed ninety (90) days. Such leaves will not be unreasonably denied. At the conclusion of the personal leave, the nurse shall be reinstated to his/her former position as defined above.

(b) Education Leave:

Registered Nurses who have completed 12 months of employment shall be eligible for a leave of absence without pay for educational purposes related to her/his current job or to the business needs of Danbury Hospital not to exceed 6 months. Such leaves shall not be unreasonably denied and shall be granted no more than once every two (2) years. At the conclusion of a leave of thirty (30) calendar days or less, the nurse shall be reinstated to her/his former position. For leaves greater than thirty (30) calendar days, if the former position is not available, she/he will be reinstated to a similar position, if available. In the event that a similar position is not available, the returning registered nurse has the right to displace the least senior registered nurse in a similar unit in a similar position and his/her former unit in a similar position who has less seniority than the returning registered nurse.

Section 5 – Benefits Use During Leave:

a. An employee who receives a leave of absence for his/her own personal serious health condition must take such leave as paid leave to the extent that s/he has any accrued sick leave.

b. An employee who receives a leave of absence for any other reason must take such leave as paid to the extent that s/he has any accrued vacation/holiday hours. A nurse may elect to retain 80 hours (pro-rated for part-timers) of available vacation time for use after such leave of absence.

c. Registered Nurse's benefits cease during an unpaid leave of absence and resume on the date of return to work. Insurances will be paid by the Hospital through the end of the month in which the unpaid leave commences. The Registered Nurse has the option of paying for continuation of health insurance at the Hospital's group rates for the period of the approved unpaid leave. An approved unpaid leave, however, does not interrupt continuous service.

ARTICLE XVII
DISCIPLINE OR DISCHARGE

No Registered Nurse shall be disciplined or discharged by the Hospital except for just cause.

Documentation of discipline (warnings, suspensions, etc.) shall be retained in the personnel file for twelve (12) months, and can be used in the course of progressive discipline.

ARTICLE XVIII
BULLETIN BOARDS

The Hospital shall provide bulletin board space for the exclusive use of the Unit in posting of notices. Notices about meetings, legislative matters relating to nursing practices, or Educational Programs including seminars may be posted in designated areas without prior approval by the Sr. VP, Human Resources, or his/her designee. All other notices are subject to approval prior to posting.

ARTICLE XIX
PROFESSIONAL PERFORMANCE COMMITTEE

Section 1. A Professional Performance Committee shall be established, one-half (½) of whose members shall be Registered Nurses of Unit #47 and one-half (½) of whose members shall be Nursing Administration and Human Resources. The total Committee shall consist of eight (8) members, and its size may thereafter be increased or decreased by mutual agreement. The Committee shall study, evaluate and review issues related to professional nursing practice, acting in an advisory capacity and making recommendations on nursing care, issues pertaining to health and safety, nursing education, equipment and products, policies and procedures, and possible methods for reducing nursing costs.

Section 2. Both parties agree that representatives of the Professional Performance Committee will be representatives of the different shifts and units in the Hospital if possible.

Section 3. The Committee shall meet on a monthly basis, or more frequently as needed, and chaired by a chairperson elected by the Committee.

Section 4. Recommendations developed by the Professional Committee shall be made in writing to the Manager/Supervisor of the area affected. The Manager/Supervisor shall respond in writing to those recommendations within two (2) weeks.

Section 5. Should a recommendation made by the Committee not be accepted by the Manager/Supervisor, a majority vote of members of the Committee shall cause the issue to be presented to the Administrative Committee consisting of the Senior Vice Presidents of Nursing and Human Resources, and a Registered Nurse in an administrative capacity. A written response shall be made by the Administrative Committee to the Professional Performance Committee within two

(2) weeks after the recommendation has been presented.

Section 6. The Unit members of this Committee shall be paid their base rate for attending such meetings.

Section 7. The Professional Performance Committee may invite appropriate persons to a meeting on an informational needs basis.

ARTICLE XX

SENIORITY FOR LAYOFF AND RECALL

Section 1. Definition. “Seniority” is hereby defined as (1) the length of time a Registered Nurse has been continually employed by the Hospital as a Registered Nurse, measured from his/her most recent date of hire as a Registered Nurse, and (2) one-fourth (1/4) the length of time a Registered Nurse has been continuously employed by the Hospital in any capacity, measured from his/her most recent date of hire, except as in 1 a. through d. below:

a. For benefit entitlement purposes only, Registered Nurses who have completed more than one (1) year of service and who are re-employed after a break in service will receive an adjusted service date that reflects all their past service to Danbury Hospital. If the break in service is longer than the nurse’s most recent employment period, the nurse will be treated as a new hire for benefit entitlement purposes. Registered Nurses who transfer to or from non-bargaining unit positions will continue to receive benefits calculated from their adjusted service date.

b. For the calculation of bargaining unit seniority for all non-benefit-related purposes, Registered Nurses who have completed more than one (1) year of service and who are re-employed after a break in service will receive an adjusted seniority date that reflects twenty-five percent (25%) of their total past service in any capacity at Danbury Hospital. If the break in service is longer than the nurse’s most recent employment period, the nurse will be treated as a new hire for non-benefit-related purposes.

c. All re-employed Registered Nurses will serve the probationary period under Article VII for the purposes of discipline, suspension or discharge and such will not be subject to grievance procedures or arbitration.

d. For the calculation of bargaining unit seniority for all non-benefit-related purposes, Registered Nurses who transfer to a non-bargaining unit position for a period of less than one (1) year, and thereafter return to a bargaining unit position, will receive an adjusted seniority date that reflects one hundred percent (100%) of their prior service as a bargaining unit Registered Nurse plus 25% of all prior service in any non-bargaining unit position taken from their most

recent date of employment, in addition to any prior service credited under 1.b. above. Any such Registered Nurse shall return to the bargaining unit at the same Clinical Ladder Level held prior to the transfer to the non-bargaining unit position.

A Registered Nurse will not be credited with any seniority until s/he has successfully completed his/her probationary period, at which time s/he will be credited with seniority retroactive to his/her most recent date of hire as a Registered Nurse.

Section 2. Loss of Seniority: Seniority shall be broken and all rights accruing therefrom shall be lost for any of the following:

- a. Resignation
- b. Discharge
- c. Retirement
- d. Refusal or failure to report for work within five (5) days following delivery of written notice of recall by certified mail, except for extenuating circumstances, in which case a reasonable extension will be granted.
- e. Lay-off which continues for more than one (1) year, except if the Registered Nurse notified the Hospital in writing of his/her desire to extend recall rights. A Registered Nurse may request and receive up to two (2) six-month extensions.
- f. Absence for three (3) consecutive days without notification to the Hospital.
- g. Failure to return to work upon the expiration of an authorized leave of absence, except in the case of extenuating circumstances.
- h. Acceptance of regular employment elsewhere while on paid leave of absence or sick leave.

Section 3. a. Reduction in Hours. When the Hospital determines that a reduction in nursing hours is necessary the following shall be the order of reduction until the appropriate hours are reduced.

1. Nurses may voluntarily reduce their hours of work on the nursing unit and shift affected for a period not to exceed 30 working days. Nurses who voluntarily reduce their hours shall continue to accrue benefits at their control hour rate, and the control hours in effect prior to the reduction shall remain.
2. Nurses who are employed temporarily on the nursing unit and shift affected shall have their hours reduced.
3. Nurses who are employed as graduate nurses on the nursing unit and shift affected shall have their hours reduced.
4. The hours of the probationary nurses shall be reduced in the nursing unit and shift affected starting with the least senior nurse.

5. In the event that a further reduction of nursing hours is necessary or the reduction of hours becomes necessary beyond 30 days, Unit #47 President or designee shall be notified and shall meet as soon as possible to confer on the procedure to be followed. If no agreement is reached, in addition to the prior reductions of hours that are required to the extent necessary, the scheduled part-time nurses and full-time nurses in each unit on each shift shall be reduced beginning with the least senior.

b. Lay-Off. If a reduction in force requiring a layoff of nurses becomes necessary, the parties shall meet to confer about the procedure to be followed. If no agreement is reached, Registered Nurses in the affected nursing unit and shift will be laid-off in the following order.

1. Temporary nurses
2. Graduate nurses
3. Probationary nurses
4. Part-time and full-time nurses beginning with the least senior.

Section 4. Nurses' Displacement Rights. Only Registered Nurses laid-off in accordance with Section 3(b) hereof will be allowed to exercise their seniority rights to displace another Registered Nurse and then only in accordance with the following:

a. A Registered Nurse who is about to be laid-off due to a reduction in force shall be offered the following choices:

1. Bump the least senior Registered Nurse on his/her unit and accepts the displaced Registered Nurse's shift and control hours; or
2. Bump the least senior Registered Nurse in the bargaining unit if the laid-off Registered Nurse is qualified to fill the displaced Registered Nurse's position without training and accepts the displaced Registered Nurse's shift and control hours; or
3. Bid into a permanent vacant available position under Article XXV for placement irrespective of seniority over other internal bidders, provided that the laid off Registered Nurse meets all the requirements of Article XXV including qualifications; or
4. Accept the layoff.

The laid-off Registered Nurse will be given 72 hours notification, excluding weekends and holidays, to inform the Hospital in writing of his/her choice. Any Registered Nurse who fails to inform the Hospital of his/her choice in writing in a timely fashion will be laid off with no further consideration given as to displacement rights. After the layoff, the laid off Registered Nurse is eligible under Section 6 for recall to his/her former position.

b. The Registered Nurse who is bumped in accordance with the foregoing will have no displacement rights but may bid into a permanent vacant available position under Article XXV for placement irrespective of seniority over other internal bidders, provided that the bumped nurse meets all the requirements of Article XXV including qualifications.

c. When a permanent vacancy subsequently becomes available during the period of layoff, the job vacancy will be posted. A laid off Registered Nurse shall receive preference to other internal bidders irrespective of seniority, provided that the laid off nurse meets all the requirements of article XXV including qualifications. Any employee who is awarded such a position is not entitled to recall to his/her former position.

d. A nurse who is laid off, who continues to retain seniority, will retain all accrued benefits as of the day of layoff. A nurse will not accrue benefits or additional seniority during the layoff. The Registered Nurse has the option of paying for continuation of health insurance at the Hospital group COBRA rates for the period of layoff.

e. The Hospital shall have the right to use temporary personnel for fill-ins of short duration. When the layoff procedures herein are commenced, nurses who are on layoff will have the opportunity of enrolling on a temporary recall list indicating the areas they think they are competent to work and indicating the times and shifts they are available. Before resorting to the use of non-bargaining unit personnel, the Hospital will attempt to contact nurses whom it deems qualified to perform the necessary duties for fill-in purposes. Notification of any nurse which the Hospital attempted to contact shall be given to the Unit #47 President or designee upon request. A nurse who declines or is not available for such fill-in work may be passed over, however, s/he still retains his/her recall rights as above.

Section 5. Recall. A Registered Nurse who is laid-off from employment with the Hospital pursuant to Section 3(b) above will have recall rights as follows:

a. Recall will be in reverse order of layoff.

b. A Registered Nurse's recall rights are limited to the department or Care Unit where s/he worked immediately prior to his/her layoff or to any other open job as a Registered Nurse existing at the time of recall if in the judgment of the Hospital s/he is qualified by training and experience to perform the work required.

c. Recall will be available only for a period of one (1) calendar year from the date of layoff, except if the Registered Nurse notifies the Hospital in writing prior to the end of the one (1) year period of his/her desire to extend recall rights, s/he can receive up to two (2) six-month extensions.

Section 6. Notification. The Hospital will notify the President of Unit 47, or designee and the Registered Nurse affected by layoff at least two (2) calendar weeks in advance of such layoff, or pay the nurse affected two (2) weeks pay at the base rate (based on his/her control hours) in lieu of such notice. The Hospital may give such notices simultaneously with its request to schedule a meeting as defined in Section 4.b of this Article.

Section 7. The Hospital will not exercise its judgment arbitrarily or capriciously.

ARTICLE XXI
SEVERABILITY

Any provision of this Agreement adjudged to be unlawful or contrary to the National Labor Relations Act, as amended, shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXII
NO STRIKE

During the term of this Agreement, Unit #47 agrees that neither it nor its officers, members or representatives will sponsor, promote, authorize, or participate in any slowdown, concerted refusal to work, picket, interruption of work, sympathy strike or strike.

ARTICLE XXIII
ASSOCIATION SECURITY

Section 1. The Hospital will advise all new nurses at the time of employment that Unit #47 is their bargaining representative. The Hospital will notify Unit #47 in writing monthly of the name, address, and classification of each new Registered Nurse and also will submit names of those nurses who have terminated.

Section 2. All full-time and scheduled part-time nurses hired after the signing of this Agreement upon completion of their probationary period shall as a condition of employment become a member of Unit #47 or pay a Unit #47 service fee in such amounts as may be required by Unit #47 not in excess of its normal periodic dues. The Hospital will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of Unit #47.

Any full-time or scheduled part-time nurse who is employed by the Hospital as of the signing of this Agreement and who is currently a member of Unit #47 shall as a condition of continued employment remain a member for the term of this Agreement.

Any full-time or scheduled part-time nurse who is employed by the Hospital as of the signing of this Agreement and who is not currently a member of Unit #47 or who is not currently paying Unit #47 service fee shall as a condition of employment be required to become a member or to pay the service fee within 30

days of the signing of this agreement or after completion of his/her probationary period, whichever comes later.

Section 3. Dues Checkoff. The Hospital agrees to accept a written authorization form provided by Unit #47 from a Registered Nurse covered under the terms of this Agreement for the purpose of paying membership dues or service fee as provided herein. Deductions shall be forwarded to Unit #47 Treasurer on a monthly basis by the tenth of each month following the month in which the deductions were made.

Deductions for leaves of absence of one (1) month or more will be the responsibility of the member to pay on a monthly basis directly to Unit #47.

Unit #47 and the Federation shall indemnify and save the Hospital harmless against any and all claims, demands, suits, or other forms of liabilities that shall arise out of or by reason of action taken by the Hospital for the purpose of complying with any of the provisions of this article, or in reliance on any authorization, revocation, list, notice, or assignment furnished under any of such provisions.

ARTICLE XXIV

CALL PAY

Section 1. A Registered Nurse assigned call will be paid as follows:

a. Out-of-Hospital Call. A Registered Nurse able to reach his/her place of work in the Hospital within 20 minutes may take call from home, except as noted in Section 1.c., below, and will receive minimum wage per hour for all hours on the shift of call as assigned, regardless of whether s/he is called in to work.

b. In-Hospital Call. A Registered Nurse may remain in the Hospital in the call room provided in order to comply with the response time requirements in Section 1.a. above, and will receive minimum wage per hour for all hours on the shift of call as assigned, regardless of whether s/he is called in to work.

c. Required On-Premises Call. A Registered Nurse may be required to remain on Hospital premises in the call room provided, and will receive \$1.00 in addition to minimum wage per hour for all hours on the call shift as assigned, regardless of whether s/he is called in to work.

d. In the event a Registered Nurse is called in to work while on call, s/he shall be paid his/her base rate plus applicable premiums for each hour s/he works. Overtime pay shall be time and one-half for all hours worked on call over eight hours in a twenty-four hour period.

e. A Registered Nurse called in to work and who is not

scheduled to be on call shall receive call pay as provided under Section 1.a. above, for the length of the call shift.

Section 2. a. If a Registered Nurse on-call works less than six and one-half hours past 11:30 p.m. and is scheduled to work the Day Shift immediately following (including flexible hours beginning before 12:00 noon), s/he will be given time off without loss of pay immediately prior to the end of such Day Shift. Such time off shall be equal to the time actually worked on the Night Shift or two hours, whichever is greater.

b. If a Registered Nurse on-call works six and one-half or more hours past 11:30 p.m. and is scheduled to work the day or evening shift, s/he will be paid for a full shift and given the next day off with pay.

Section 3. Provisions of this Agreement will apply to Registered Nurses working on-call in all areas of the Hospital.

Section 4. a. Except as specified in (b), a minimum of four (4) hours will be paid to a Registered Nurse called in while on-call, provided that the total hours for which she/he is paid for the shift on which she/he is “on-call” do not exceed the length of the assigned call shift.

b. In the event that a patient assignment and/or case overlaps the Registered Nurse’s normal shift and the beginning of the Registered Nurse’s assigned call shift by one (1) hour or less, it is considered an extension of the Registered Nurse’s regular shift and the Registered Nurse will be paid his/her base rate plus applicable shift premiums and is not entitled to the minimum four (4) hour guarantee.

Section 5. A Registered Nurse scheduled to be on-call on a holiday and who is called in to work for four (4) hours or more, shall have the option to schedule another day off as provided under Article XII, Section 3.

ARTICLE XXV **JOB POSTING**

Section 1. Before filling a job opening in a position covered by this Agreement or in a position as Assistant Nurse Manager or Nurse Manager on a permanent basis, the Hospital will post a notice of the opening on the Hospital Career Opportunities website for a period of 7 calendar days starting with Friday of each week. The notice will set forth the date of the posting, job title, shift, control hours, summary job description, and minimum requirements necessary to apply. Registered Nurses desiring the opportunity to be considered for such position must apply online to the Hospital Career Opportunities website before the end of the posting period. All applicants who provide a valid e-mail address shall be sent an

electronic confirmation of their submission.

Section 2. a. Before filling a vacant position in a position covered by this Agreement in a Medical-Surgical Unit with a Registered Nurse from outside the bargaining unit, the Hospital will honor the transfer request of a Registered Nurse who has previously demonstrated the ability to perform the work of the posted position and is qualified to perform the work. If there is more than one such Registered Nurse who meets the above criteria requesting transfer, the opening will first be offered on the basis of seniority to qualified bidders on the unit with the vacancy before offering the position on the basis of seniority to qualified bidders working outside the unit.

b. Before filling a vacant position in a position covered by this Agreement in a Specialty Unit with a Registered Nurse from outside the bargaining unit, the Hospital will honor the transfer request of a Registered Nurse who (1) has had experience or has completed specialty training in the specialty where the opening exists and (2) is qualified to perform the work. If there is more than one such Registered Nurse who meets the above criteria requesting transfer, the opening will first be offered on the basis of seniority to qualified bidders on the unit with the vacancy before offering the position on the basis of seniority to qualified bidders working outside the unit.

Registered Nurses transferring to a position in the OR shall serve a trial period of up to one (1) year pursuant to the terms of this section. Successful candidates in the ICU shall serve a trial period of up to one hundred eighty (180) days

c. When no internal or external candidate for a posted position is found who is qualified by reason of training and experience, after sixty (60) calendar days from the original posting, the Hospital will honor the transfer request of the most senior bargaining unit Registered Nurse who has successfully completed the Hospital probationary period, and has prerequisite capabilities to perform the work of the unit.

d. The parties recognize that it may be difficult to fill the position of the Registered Nurse transferring pursuant to this provision; accordingly, normally the transfer will be accomplished within 45 days. No transfer shall be delayed beyond that period for arbitrary or capricious reasons.

e. Recently graduated nurses who have less than nine (9) months acute care experience as a Registered Nurse cannot bid on a vacant position outside their assigned unit pursuant to this article for at least six (6) months beyond the end of their probationary period or any extension thereof. This restriction does not apply to nurses hired into the control float pool exclusively as their assigned unit.

f. All applicants shall be notified in writing as soon as practicable when the job is filled.

g. Upon transfer to a new position under this article, the Registered Nurse shall serve a trial period of up to ninety (90) days to demonstrate his/her consistently effective performance of all of the requirements of the position.

In the event an employee does not meet the requirements of the trial period, s/he shall be given preference for his/her former position, if available. If said position is not available s/he shall be given preference under this Article. Where no such position is currently available, the Registered Nurse shall be assigned to the float pool for a maximum period of thirty (30) days where she/he shall receive preferential treatment in an effort to maintain his/her shift assignment and control hours. During the maximum period of thirty (30) days, he/she must apply for a vacant position and will be given preference under this Article for any such position for which he/she is qualified.

h. For any Registered Nurse who has received a formal discipline accompanied by an action plan and who transfers pursuant to this Article, the action plan's requirements will remain in effect and must be completed after transfer.

Section 3. When a new hire fills a vacancy for less than 40 posted control hours, but requires more hours on a regular basis, s/he may have the additional control hours established in the float pool, if approved.

Section 4. All of this Article is subject to the limitations contained in Article XIII, Section 3.b. regarding completion of a minimum period of service.

ARTICLE XXVI
TERMINATION OF EMPLOYMENT

At least two (2) weeks written notice of termination of employment, excluding vacation time taken during this period, shall be given by the Registered Nurse prior to termination. Registered Nurses terminating without adequate notice shall forfeit vacation and other terminal benefits.

To qualify for paid sick time during the notice period, the Registered Nurse shall provide evidence of incapacitating illness, which may include a doctor's certificate.

ARTICLE XXVII

SAFETY

Registered Nurses agree to cooperate and participate in the Hospital's basic safety programs, as well as other JCAHO requirements, including such training during normal working hours as may be deemed necessary by the Hospital. Both parties recognize the importance of periodic fire, safety, and disaster instruction and drills to insure the safety of the patients in the event of a fire or disaster, as well as CPR, infection control and other such programs as may from time to time become appropriate.

The Union, Hospital and Registered Nurses recognize the need for maintaining a safe workplace free from threats, threatening behavior, or acts of violence. The Hospital will maintain a workplace violence prevention program as a means to eliminate or reduce worker exposure to conditions that could lead to workplace violence.

The Hospital as part of its violence prevention program, on a quarterly basis, will provide at labor management, information pertaining to bargaining unit members taken from its security logs and adverse event forms involving threats, threatening behavior, or acts of violence.

ARTICLE XXVIII

BENEFIT SCHEDULE

Registered Nurses regularly scheduled eight (8) or more hours per week shall receive Holidays (Article XII, Section 1), and Vacation (Article XI, Section 1) pursuant to the following schedule:

<u>CONTROL HOURS</u>	<u>PERCENT</u>
8	20%
16	40%
20	50%
24	60%
32	80%
40	100%

Part-time Registered Nurses regularly scheduled less than sixteen (16) hours shall not be eligible for educational reimbursement or sick time. All other Registered Nurses shall be eligible in accordance with relevant requirements set forth elsewhere in this Agreement.

* Registered Nurses hired prior to January 1, 1977, with twenty-four (24) hours will be paid at 62.5 percent.

ARTICLE XXIX
CONDITIONS OF EMPLOYMENT

Section 1. All newly appointed Registered Nurses shall receive a copy of confirmation of appointment, a copy of this Agreement, and a written statement of salary.

Section 2. All newly appointed Registered Nurses shall be given an orientation.

Section 3. The Hospital Personnel Policy Handbook and Job description shall be in writing and shall be made available to all Registered Nurses.

Section 4: The parties agree that bargaining unit Registered Nurses are eligible for awards issued pursuant to the Hospital's TOPS (Targeting Outstanding Performance Success) Program.

ARTICLE XXX

WAGES

Section 1. a. Effective **April 3, 2011**, the Base Rate Schedule for Registered Nurses will be as follows:

CLINICAL LEVEL I			Permanent Evenings	Permanent Nights
Step	Years of RN Experience	Days		
1	Beginning 1 st	\$32.06	\$33.06	\$36.56
2	Beginning 2 nd	\$33.02	\$34.02	\$37.52
3	Beginning 3 rd	\$34.48	\$35.48	\$38.98
4	Beginning 4 th	\$35.88	\$36.88	\$40.38
5	Beginning 5 th	\$37.32	\$38.32	\$41.82
6	Beginning 6 th	\$39.31	\$40.31	\$43.81
7	Beginning 7 th	\$40.49	\$41.49	\$44.99
8	Beginning 10 th	\$40.88	\$41.88	\$45.38
9	Beginning 15 th	\$41.28	\$42.28	\$45.78
10	Beginning 20 th	\$42.11	\$43.11	\$46.61
11	Beginning 25 th	\$42.92	\$43.92	\$47.42

CLINICAL LEVEL II			Permanent Evenings	Permanent Nights
Step	Years of RN Experience	Days		
1	Beginning 1 st	\$33.14	\$34.14	\$37.64
2	Beginning 2 nd	\$34.10	\$35.10	\$38.60
3	Beginning 3 rd	\$35.54	\$36.54	\$40.04
4	Beginning 4 th	\$36.95	\$37.95	\$41.45
5	Beginning 5 th	\$38.38	\$39.38	\$42.88
6	Beginning 6 th	\$40.33	\$41.33	\$44.83
7	Beginning 7 th	\$41.54	\$42.54	\$46.04
8	Beginning 10 th	\$41.95	\$42.95	\$46.45
9	Beginning 15 th	\$42.35	\$43.35	\$46.85
10	Beginning 20 th	\$43.22	\$44.22	\$47.72
11	Beginning 25 th	\$44.05	\$45.05	\$48.55

CLINICAL LEVEL III			Permanent Evenings	Permanent Nights
Step	Years of RN Experience	Days		
1	Beginning 1 st	\$34.59	\$35.59	\$39.09
2	Beginning 2 nd	\$35.52	\$36.52	\$40.02
3	Beginning 3 rd	\$36.96	\$37.96	\$41.46
4	Beginning 4 th	\$38.36	\$39.36	\$42.86
5	Beginning 5 th	\$39.80	\$40.80	\$44.30
6	Beginning 6 th	\$41.73	\$42.73	\$46.23
7	Beginning 7 th	\$42.97	\$43.97	\$47.47
8	Beginning 10 th	\$43.39	\$44.39	\$47.89
9	Beginning 15 th	\$43.82	\$44.82	\$48.32
10	Beginning 20 th	\$44.70	\$45.70	\$49.20
11	Beginning 25 th	\$45.56	\$46.56	\$50.06

Section 1. b. Effective the **April 1, 2012**, the Base Rate Schedule for Registered Nurses as follows:

CLINICAL LEVEL I		Days	Permanent Evenings	Permanent Nights
Step	Years of RN Experience			
1	Beginning 1 st	\$32.70	\$33.70	\$37.20
2	Beginning 2 nd	\$33.68	\$34.68	\$38.18
3	Beginning 3 rd	\$35.17	\$36.17	\$39.67
4	Beginning 4 th	\$36.60	\$37.60	\$41.10
5	Beginning 5 th	\$38.07	\$39.07	\$42.57
6	Beginning 6 th	\$40.10	\$41.10	\$44.60
7	Beginning 7 th	\$41.30	\$42.30	\$45.80
8	Beginning 10 th	\$41.70	\$42.70	\$46.20
9	Beginning 15 th	\$42.11	\$43.11	\$46.61
10	Beginning 20 th	\$42.95	\$43.95	\$47.45
11	Beginning 25 th	\$43.78	\$44.78	\$48.28

CLINICAL LEVEL II		Days	Permanent Evenings	Permanent Nights
Step	Years of RN Experience			
1	Beginning 1 st	\$33.80	\$34.80	\$38.30
2	Beginning 2 nd	\$34.78	\$35.78	\$39.28
3	Beginning 3 rd	\$36.25	\$37.25	\$40.75
4	Beginning 4 th	\$37.69	\$38.69	\$42.19
5	Beginning 5 th	\$39.15	\$40.15	\$43.65
6	Beginning 6 th	\$41.14	\$42.14	\$45.64
7	Beginning 7 th	\$42.37	\$43.37	\$46.87
8	Beginning 10 th	\$42.79	\$43.79	\$47.29
9	Beginning 15 th	\$43.20	\$44.20	\$47.70
10	Beginning 20 th	\$44.08	\$45.08	\$48.58
11	Beginning 25 th	\$44.93	\$45.93	\$49.43

CLINICAL LEVEL III		Days	Permanent Evenings	Permanent Nights
Step	Years of RN Experience			
1	Beginning 1 st	\$35.28	\$36.28	\$39.78
2	Beginning 2 nd	\$36.23	\$37.23	\$40.73
3	Beginning 3 rd	\$37.70	\$38.70	\$42.20
4	Beginning 4 th	\$39.13	\$40.13	\$43.63
5	Beginning 5 th	\$40.60	\$41.60	\$45.10
6	Beginning 6 th	\$42.56	\$43.56	\$47.06
7	Beginning 7 th	\$43.83	\$44.83	\$48.33
8	Beginning 10 th	\$44.26	\$45.26	\$48.76
9	Beginning 15 th	\$44.70	\$45.70	\$49.20
10	Beginning 20 th	\$45.59	\$46.59	\$50.09
11	Beginning 25 th	\$46.47	\$47.47	\$50.97

Section 1. c. Effective the **April 7, 2013**, the Base Rate Schedule for Registered Nurses will be as follows:

CLINICAL LEVEL I			Permanent	Permanent
Step	Years of RN Experience	Days	Evenings	Nights
1	Beginning 1 st	\$33.44	\$34.44	\$37.94
2	Beginning 2 nd	\$34.44	\$35.44	\$38.94
3	Beginning 3 rd	\$35.96	\$36.96	\$40.46
4	Beginning 4 th	\$37.42	\$38.42	\$41.92
5	Beginning 5 th	\$38.92	\$39.92	\$43.42
6	Beginning 6 th	\$41.00	\$42.00	\$45.50
7	Beginning 7 th	\$42.23	\$43.23	\$46.73
8	Beginning 10 th	\$42.64	\$43.64	\$47.14
9	Beginning 15 th	\$43.05	\$44.05	\$47.55
10	Beginning 20 th	\$43.92	\$44.92	\$48.42
11	Beginning 25 th	\$44.76	\$45.76	\$49.26

CLINICAL LEVEL II			Permanent	Permanent
Step	Years of RN Experience	Days	Evenings	Nights
1	Beginning 1st	\$34.56	\$35.56	\$39.06
2	Beginning 2nd	\$35.56	\$36.56	\$40.06
3	Beginning 3rd	\$37.07	\$38.07	\$41.57
4	Beginning 4th	\$38.54	\$39.54	\$43.04
5	Beginning 5th	\$40.03	\$41.03	\$44.53
6	Beginning 6th	\$42.06	\$43.06	\$46.56
7	Beginning 7th	\$43.32	\$44.32	\$47.82
8	Beginning 10th	\$43.75	\$44.75	\$48.25
9	Beginning 15th	\$44.17	\$45.17	\$48.67
10	Beginning 20th	\$45.08	\$46.08	\$49.58
11	Beginning 25th	\$45.94	\$46.94	\$50.44

CLINICAL LEVEL III			Permanent	Permanent
Step	Years of RN Experience	Days	Evenings	Nights
1	Beginning 1st	\$36.08	\$37.08	\$40.58
2	Beginning 2nd	\$37.05	\$38.05	\$41.55
3	Beginning 3rd	\$38.55	\$39.55	\$43.05
4	Beginning 4th	\$40.01	\$41.01	\$44.51
5	Beginning 5th	\$41.51	\$42.51	\$46.01
6	Beginning 6th	\$43.52	\$44.52	\$48.02
7	Beginning 7th	\$44.82	\$45.82	\$49.32
8	Beginning 10th	\$45.25	\$46.25	\$49.75
9	Beginning 15th	\$45.70	\$46.70	\$50.20
10	Beginning 20th	\$46.62	\$47.62	\$51.12
11	Beginning 25th	\$47.52	\$48.52	\$52.02

Section 1:

d. In order to qualify for the Evening and Night rates as outlined in Sections 1(a) -1(c) above, the Registered Nurse must have permanent control hours on said shift.

e. Each Registered Nurse completing one (1) calendar year's service, or more, with the Hospital and who is paid at a base rate less than the maximum (Step 11) on the base rate schedule in subsection (a) hereof will, as of the payroll period immediately following his/her anniversary date of employment, advance to the next higher step on the schedule based on relevant years of Registered Nurse experience as reflected in the chart.

Section 2: All bargaining unit members including new hires will be placed at the appropriate step according to their years of applicable Registered Nurse years experience.

Section 3: A Registered Nurse below the maximum step of the Base Rate Schedule who during the term of this Agreement, is awarded a Bachelor's or Master's Degree in Nursing, Behavioral Science Sociology or Psychology), or in a related field acceptable to the Hospital such award shall not be unreasonably denied) shall, beginning the first payroll period in the month following the awarding of such degree, advance one step on the Base Rate Schedule. A Registered Nurse at or above Step 7 shall be credited with one extra year of RN experience for advancement on the Step Schedule. This provision shall not be applied, either alone or in combination with any other provisions, to require the Hospital to pay any Registered Nurse at a rate in excess of the maximum rate (Step 11) on the Base Rate Schedule.

Section 4 – Payroll Information: In addition to the information required by law, the Hospital will provide the following information on each Registered Nurse's payroll information stub: Night, Evening, Weekend, Charge, and Holiday Premiums earned by the Registered Nurse.

Section 5 - Longevity Bonus. Registered Nurses who have completed the years of service shown below as defined in Article XX, Section 1.a. will receive a bonus in the following amounts:

<u>Length of Service</u>	<u>Bonus Amount</u>
10 years but less than 15	\$275
15 years but less than 20	\$575
20 or more years	\$750

Registered Nurses who have completed twenty (20) years of service, but who are not eligible for either the reduced weekend commitment or scheduled days

off pursuant to Article VI, Section 3 c., d., and e. shall receive an additional \$250 for a total longevity bonus amount of \$1,000.

ARTICLE XXXI **CLINICAL LADDERS**

Section 1. Purpose. To implement a Clinical Ladder Program which recognizes and rewards excellence in nursing practice, professional advancement and individual nurses' contributions to patient care. The program will promote professional practice, improve patient care, promote job satisfaction, enhance recruitment and improve retention of nurses by providing a mechanism whereby career potential may be realized.

Section 2. Program Description. The Clinical Ladder Program is a mechanism whereby Registered Professional Nurses achieve promotion through demonstration of advanced levels of practice. The program provides written standards of performance for nursing specialties in the areas of clinical practice and professional leadership. Attainment of performance standards is evidenced by chart reviews (clinical) and validated observations (leadership).

Nurses with a minimum of 16 control hours, who have successfully completed the probationary period, will be eligible to apply for promotion to the levels of practice provided by the program. Factors to be evaluated for promotion and their weights include:

- 5% Formal Education
- 5% Experience as an R.N.
- 5% Certification by National Professional Nursing Organization
- 10% Professional Development
- 60% Clinical Competency
- 15% Leadership Competency

Nurses are promoted based on their demonstrated performance of the above factors. The program provides the Registered Nurse an appeals process as the final means of settlement of disagreement with his/her manager's promotional decision.

Section 3. Clinical Ladder Premiums.

- Level I - Current Base Pay
- Level II - Current Base Pay plus \$.75 per hour
- Level III - Current Base Pay plus \$1.75 per hour

Section 4. Any Registered Nurse who states in writing his/her desire not to be part of the Clinical Ladder Program, shall be evaluated no less than annually using the Level I tool. Any Registered Nurse who chooses not to participate in the Clinical Ladder Program will be evaluated using the Level I tool for those areas of competency and leadership that are appropriate to that nurse.

ARTICLE XXXII
NURSE CLINICIANS AND NURSE PRACTITIONERS

Section 1. Salaries. a. During the term of this Agreement, the following shall be the annual minimums applicable to Nurse Clinicians and Practitioners:

	Hourly			Annual		
	2011	2012	2013	2011	2012	2013
Pediatric Clinician	\$38.18	\$38.94	\$39.82	\$79,413	\$81,001	\$82,823
Psychiatric Clinician	\$39.86	\$40.66	\$41.58	\$82,916	\$84,574	\$86,477
Psychiatric Nurse Practitioner	\$39.86	\$40.66	\$41.58	\$82,916	\$84,574	\$86,477
Geriatric Nurse Practitioner	\$45.35	\$46.25	\$47.30	\$94,323	\$96,210	\$98,374
Neonatal Nurse Practitioner	\$47.40	\$48.35	\$49.44	\$98,591	\$100,563	\$102,826
OB/GYN Nurse Practitioner	\$45.35	\$46.25	\$47.30	\$94,323	\$96,210	\$98,374
Oncology Nurse Practitioner	\$45.35	\$46.25	\$47.30	\$94,323	\$96,210	\$98,374

and others as may be added from time to time.

b. The salaries and salary increases of individuals covered by this Agreement at the time of its signing shall be contained in a separate Memorandum of Agreement.

c. New employees hired into Nurse Clinician/Practitioner positions subsequent to the signing of this Agreement, shall be granted salaries determined by the Hospital based equitably on qualification and experience and the prevailing rates in the marketplace. Such salaries shall be as agreed upon between the Senior Vice President of Human Resources and the President of Unit #47 or their designees.

d. Such salaries and increases include compensation for all compensable activities and services such as work on evening and night shifts, weekends and holidays, taking call, and assignment as charge nurse or as preceptor. Clinicians and Practitioners are salaried professionals whose base salaries normally

include compensation for overtime work. Overtime will be paid on straight time basis for additional full shifts (*i.e.*, minimum of 6 hours) or compensatory time on an hour to hour basis with mutual agreement between the Clinician/Practitioner and the Nurse Manager.

e. All Registered Nurses who obtain and maintain their Advance Practice Registered Nurse License, as required, by their job description, shall receive a \$1,000 increase. This adjustment shall be implemented on the first payroll period immediately following presentation of the license.

f. Geriatric Nurse Practitioners who are required to take and are assigned call will be paid call pay as provided under Article XXIV of this Agreement.

Section 2. Benefits. Holidays, personal leave days and sick leave, educational refund, insured benefits and leaves of absence are granted and administered as provided elsewhere in this Agreement. Vacation is granted at the rate of 15 days per calendar year for a full-time employee in the first three years of employment and at the rate of four weeks per calendar year thereafter, in addition to the vacation bonus granted in Article XI of this Agreement.

Section 3. Changes in the hours or working conditions for Nurse Clinicians/Practitioners prevailing at the signing of this Agreement shall be subject to negotiation between the parties.

ARTICLE XXXIII **LABOR/MANAGEMENT CONSULTATION**

The Senior Vice President of Human Resources and the SVP/CNO (or the appropriate Manager/Supervisor), or their designees, and the President of Unit #47 and the Federation Representative, or their designees, shall meet periodically at mutually convenient times during the term of this Agreement to discuss matters of concern to the parties. Said meetings shall be informal, and any matters discussed therein shall not in any way alter any provision of this Agreement.

This provision will not be utilized by the Hospital or Unit #47 or the Federation to diminish or enlarge (or have any affect on) whatever rights or obligations might exist with respect to bargaining during the terms of this Agreement.

ARTICLE XXXIV
PRN+ PROGRAM

Section 1. It is agreed between the parties that the terms of the Collective Bargaining Agreement will be applicable to the PRN+ employees, only to the extent provided herein:

a. It is understood that neither this Agreement nor the requirements of the National Labor Relations act require that the Hospital maintain the PRN+ program or restrict in any way its right to terminate or limit participation in the PRN+ program. However, to the extent that the Hospital reduces or eliminates the program, PRN+ nurses shall have the right to exercise contractual bumping rights as set forth below.

b. The parties agree that during the lifetime of the current Agreement, the Hospital will not employ more than forty (40) PRN+ nurses and PRN+ night nurses. It is further agreed, however, that this restriction shall not apply if the current rate of bargaining unit sickness and absence (currently at nine (9) days per year) increases in any calendar quarter. In that event, should the Hospital want to increase the number of PRN+ nurses, the parties shall meet and confer prior to the Hospital's increasing the complement of PRN+ nurses.

c. The following articles of the Collective Bargaining Agreement are fully applicable to the PRN+ employees: IV, V, VII, VIII, IX, XV, XVII, XVIII, XIX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXIX, XXXIII, XXXIV, and XXXV.

d. The following articles of the Collective Bargaining Agreement are applicable either in part, as specified, or as modified by this Agreement:

1) Article III, in its entirety except for Section 3.(h)

2) Article VI, Sections 7 and 8 only.

3) Article X, Section 1, notwithstanding the absence of control hours, the Health Insurance benefits specified in this paragraph and section will be available to PRN+ nurses as if they had twenty (20) control hours, pending quarterly shift fulfillment.

4) Article X, Section 4 applies to PRN+ nurses.

5) Article X, Section 5 applies only insofar as it relates to the Retirement Plan and Social Security.

6) Article X, Section 10 applies to PRN+ nurses.

7) Article XVI, Section 1 shall be applicable with the following modification: "Special leaves of absence *with* pay will be granted ... " *to* "Special leaves of absence *without* pay will be granted ..." Time thus spent will not have any

affect on the nurse's 1,000 hour commitment.

8) Article XVI, Section 2, 3, and 4 are applicable with the understanding that the applicability does not imply an entitlement of PRN+ nurses to sick leave. Sections 3 and 4 are not applicable to the extent that they provide that a PRN+ would have reinstatement rights to any position other than his/her former position, if vacant. In determining whether a PRN+ nurse has satisfied his/her work obligations, the period of time absent due to an approved leave of absence will not be counted. A period equivalent to the leave of absence will be added to the time worked before the leave to establish the pertinent twelve (12) months to be used to ascertain if the PRN+ nurse's commitments have been satisfied, and if the PRN+ nurse is eligible for the bonus described below.

9) It is specifically agreed that the Work Commitment Criteria of the PRN+ Guidelines as revised April 2002, remain fully applicable to PRN+ nurses. Article XVII of the Collective Bargaining Agreement is applicable to PRN+ nurses with the express understanding that removing an RN from the PRN+ program for failure to satisfy his/her work commitments is not considered disciplinary action requiring just cause.

10) Article XX is included with the following clarifications:

(a) Section 1, time previously spent as a PRN+ nurse will be considered as employment as a Registered Nurse.

(b) Section 1, subsection a, is inapplicable, inasmuch as benefits for PRN+ nurses (other than retirement benefits) are unaffected by seniority.

(c) Section 3 shall include "removal from the PRN+ program for failure to satisfy the Work Commitment Criteria."

(d) For purposes of layoff and recall, it is agreed that the PRN+ nurses are considered a separate unit.

(e) It is understood that whenever qualifications for a PRN+ position are referenced in this Agreement or in the application of applicable contractual provisions, the term includes, in addition to any other qualifications or requirements, the qualifications set forth in the "Qualifications" section of the Guidelines as revised April 2002.

e. Wages: The parties agree that effective April 3, 2011, the wages for Day/Evening PRN+ Nurses shall be \$49.64 per hour and \$57.93 per hour for PRN+ night shift nurses. Thereafter, these rates shall increase pursuant to the base rate increases established in Article XXX of the collective bargaining agreement as follows:

	<u>April 1, 2012</u>	<u>April 7, 2013</u>
Day/Evening	\$50.63	\$51.77
Nights	\$59.09	\$60.42

f. Benefits: The parties agree that the benefits currently provided to the PRN+ nurses shall continue in effect but that no other benefits are owed except as specifically provided in this Agreement. These benefits include:

1) Effective April 6, 2008, evening differentials of \$3.00 per hour; effective April 3, 2011, the evening differential shall be \$3.40 per hour. Effective April 1, 2012 the evening differential shall be \$3.50 per hour and effective April 7, 2013 the evening differential shall be \$3.60 per hour. effective April 4, 2010, night differentials of \$5.60 per hour; effective April 4, 2010, \$5.85 per hour

2) Standard weekend and holiday differentials

3) Overtime benefits after forty (40) hours worked in a week

4) Time and one-half for second shift worked (“works a double”) with a minimum of six hours worked in the second continuous shift.

5) Vacation pay equivalent to one week for PRN+ nurses who work 1,000 hours or more, paid at the end of the nurse’s anniversary year;

6) A PRN+ nurse assigned to work more than one (1) hour as a Charge Nurse shall be paid Charge Pay of \$2.25

7) A bonus of \$1,000 if the PRN+ nurse satisfies her yearly work obligation (or the applicable 12 months, if the year is extended by virtue of the PRN+ nurse having been granted a leave of absence); and

8) One paid Danbury Hospital seminar.

g. It is specifically recognized that the Agreement does not alter the Hospital’s current ability to require the PRN+ nurses work overtime, be assigned to multiple units, rotate shifts, take floating assignments, and other similar practices not generally expected of other bargaining unit Registered Nurses.

It is further acknowledged that the terms of the PRN+ Agreement allow the Hospital to make work assignments for PRN+ nurses consistent with the PRN+ Nurses Guidelines, as revised April 2002. The parties further agree that the Hospital may require and/or limit nurse orientation for PRN+ nurses consistent with the terms of the PRN + Nurses Guidelines, as revised April 2002.

ARTICLE XXXV
FLEXability BENEFITS PROGRAM CHOICE

Section 1: It is agreed between the parties that all bargaining unit members will be afforded the opportunity to elect to receive the Hospital's FLEXability Benefits Program in its entirety on the same terms and conditions as it is currently offered to non-bargaining unit employees employed by the Hospital. If during the term of the current Collective Bargaining Agreement, the Hospital decides to amend any of the benefits, terms, or conditions, including premium share of the FLEXability Benefits Program, it shall so notify Unit #47 thirty (30) days prior to any prospective change. The parties agree to meet and discuss such proposed changes and the affect on bargaining unit members. The parties further agree that during negotiations for a successor contract either party may propose modifications to the FLEXability Benefits Program.

Section 2: It is agreed that all nurses employed as of April 30, 2005, will be given the choice to elect the FLEXability Benefits Program during October 2005 and during each open enrollment period thereafter. Nurses hired on or after May 1, 2005, will make their election at the time of their Hospital orientation. During the open enrollment periods, nurses who choose FLEXability will also make their FLEXability Benefits designations for the following calendar year.

The election into the FLEXability Benefits Program will be effective each January 1 following the election/open enrollment period. Once a nurse elects the FLEXability Benefits Program there will not be an opportunity for that nurse to elect to return to the contractual time off and insurance benefits.

Section 3: It is agreed that the following terms of the Collective Bargaining Agreement are either modified or will not remain applicable in their entirety to nurses who elect, the FLEXability Benefits Program pursuant to this Article:

(a) Article VI - Hours of Work and Premiums

Sections 1(d): Twelve-hour shifts will be administered under the following:

1. Registered Nurses who maintain a commitment of 36 hours will accrue benefits based on 36 hours.

Subsection (b). Delete "Personal Leave Days and Holidays" and replace with "PTO days." The second and third sentences are not applicable and therefore deleted.

Section 3(c) and (d) are amended to provide that FLEXability Benefits program nurses who qualify for the benefits described in these sections shall have the five (5) pro-rated scheduled days off added to their PTO bank at the beginning

of the next calendar year.

Section 4(e): replace “vacation and holiday hours” with “PTO.”

Section 6: PTO does not count as hours worked for the purpose of computing overtime.

(b) Article X - Benefits (Insurance and Retirement)

Nurses who elect the FLEXability Benefits Program will receive insurances including medical (including prescriptions), dental, short-term disability and life insurance as provided to all FLEXability Benefits Program participants. A description of the Insurance Benefits is contained in Appendix A. The Retirement Plan will remain as provided for in Section 5.

(c) Article XI - Vacation

Sections 1, 3, 4, 9, 10, 11 and 12 are replaced by the FLEXability Benefits Program. The vacation bonuses set forth in Section 2 will be paid into the Nurse’s flex credits for Nurses who elect the FLEXability Benefits Program. Nurses hired on or after 5/1/2005, who elect the FLEXability Benefits Program are not eligible to receive the vacation bonuses listed herein.

(d) Article XII - Holidays

Sections 1, 2, 3, 4, 5 and 6 are replaced by the FLEXability Benefits Program.

(e) Article XIV - Sick Leave

This entire Article is replaced by the FLEXability Benefits Program.

(f) Article XVI - Leaves of Absence

The various leaves provided in this Article are replaced by the leave of absence policies as set forth in the FLEXability Benefits Program.

(g) Article XVII – Discipline or Discharge

The parties acknowledge that Nurses who select the FLEXability Benefits Program are subject to the Program’s attendance policies and procedures.

(h) Article XXVI - Termination of Employment

There is no forfeiture of PTO in the Benefits FLEXability Benefits Program for Nurses terminating their employment.

(i) Article XXVII - Benefit Schedule

This Article is not applicable to Nurses who elect the FLEXability Benefits Program.

(j) Article XXX - Wages

Section 5: Longevity Bonus. For Nurses electing the FLEXability Benefits Program, the Longevity Bonus will be paid into the Nurse’s flex credits.

(k) Article XXXII - Nurse Clinicians and Nurse Practitioner

Sections 2. Except for the Educational Refund, the benefits contained in this section are replaced by those described in the FLEXability Benefits Program.

(l) Article XXXIV - PRN+ Program

PRN+ Nurses are eligible to participate in the FLEXability Benefits Program for medical, dental and vision insurance only.

ARTICLE XXXVI
TECHNOLOGY

Whenever new technology that will affect the delivery of direct patient care is to be introduced into the work place, the Hospital will continue to seek input from Registered Nurses. Bargaining Unit Registered Nurses shall be invited to membership on any committee formed that has nursing representation to study new technology. In addition, Unit 47 shall be permitted to appoint a bargaining unit nurse to any such committee. Upon a committee member's advanced request to his or her manager, the Hospital will make a good faith effort to provide release time to attend committee meetings scheduled during the work day. The Hospital will provide training regarding new technology that, where practicable will be scheduled during the regular work day.

ARTICLE XXXVII
DURATION

The terms and conditions of this Agreement shall be effective as of April 1, 2011 and shall continue in full force and effect until midnight, March 31, 2014, and from year-to-year thereafter unless either party gives written notice, no less than ninety (90) days, but in any event, in conformance with the law, prior to the expiration date of this Agreement, of its desire to modify or terminate this Agreement. In the event of such notice, the parties agree to meet to discuss the terms and conditions of a new Agreement during this ninety (90) day period.

Notice of modification or termination must be given by Registered Mail to the most recent current address of either party, being in the case of the Hospital, Attention of the Vice President Human Resources, 24 Hospital Avenue, Danbury, Connecticut 06810, and in the case of Unit #47, President, 1 Padanaram Road, Suite 114, Danbury, Connecticut, 06811.

In witness whereof, the parties have hereunto set their hands and seals this 22nd day of August, 2011.

DANBURY HOSPITAL

John A. Morphy
JOHN A. MORPHY
PRESIDENT
Maren Donahue
Ruffie F. Zappala

UNIT #47, AFTCT, AFT-HEALTHCARE

Mary Lopez
Karen M. ...
Maude A. ... RN
Kelley ...
Melissa DeJoseph RN
Alicia ... RN
Jerry ... RN
DeAnn ... RN
Lucy ... RN
Dan White RN
John Frederick RN

MEMORANDUM OF AGREEMENT
BETWEEN
DANBURY HOSPITAL AND UNIT #47, AFT-HEALTHCARE

Clinical Ladder

A Clinical Ladder Task Force consisting of four (4) Registered Nurses from the Shared Governance Council that are appointed by Unit #47, the SVP/CNO, the Director of Nursing Practice, the Director of Nursing Education and a Manager presently on the Shared Governance Council will convene for the purpose of revising the Clinical Ladder. The Task Force will meet periodically and, will present the revised Clinical Ladder to the Senior Vice President of Human Resources, Executive Vice President/COO, Executive Vice President, the President of Unit #47 and the full Shared Governance Council for comment prior to submitting the Ladder to the President and CEO for approval prior to implementation. Prior to implementation of the approved Clinical Ladder, the Hospital agrees to negotiate the clinical Level 4 step rates.

Shared Governance

The parties agree to continue during the term of the contract the Shared Governance Council, composed of eight (8) employees selected by the Union in consultation with the Hospital, five (5) employees selected by the Hospital and the SVP/CNO. The Council is charged with:

1. recommending guidelines for floating and cross-training; topics to be addressed including, but are not limited to, competency, patterns of floating, and order of floating;
2. recommending systems improvements;
3. recommending initiatives to facilitate RN participation in clinical decision making;
4. monitoring and evaluating RN satisfaction with the shared governance process, and making recommendations for improvements;
5. providing leadership in work redesign; and
6. A department identifying staffing concerns will first work with their Manager and Director from that department to resolve those concerns. In the event there is no satisfactory resolution of such concerns, the staff from that department may submit a written request to the Shared Governance Council for assistance by the Staffing Task Force in addressing their concerns. Such meeting will be scheduled to allow participation by all shifts and will consider written input.

The minutes of each meeting shall be supplied to the parties at Labor/Management meetings. The Shared Governance Council shall meet once per

month and representatives shall be granted time off with pay to participate in the Council meetings.

The Shared Governance Council will conduct a periodic review of floating statistics and practices in an effort to improve the care delivery system.

In order to obtain the Shared Governance Council's input and recommendations, the SVP/CNO, after first discussing their scope and content with the Council, will conduct periodic staffing reviews that will include inpatient and outpatient units, including new units. Among topics that will be addressed are appropriateness of the current staffing patterns and trends.

The parties further agree that because this Council is charged with the ability to make recommendations to the Nursing Practice Council and Nursing Management Council, such recommendations and/or the Hospital's responses are not grievable or arbitrable under Article IX.

7. Examining the role of Charge Nurse and establishing competencies required for the role. Nurses who volunteer for the role will be oriented on a fair and equitable basis. Upon successful demonstration of the established competencies an RN will be eligible to take charge.

LETTER OF UNDERSTANDING

The Hospital agrees that during the term of this Agreement (2011-2014) it shall not challenge the supervisory status, as defined in Section 2(11) of the National Labor Relations Act, of any bargaining unit nurse based solely upon her/his functioning in the role of Charge Nurse.

FOR THE HOSPITAL

Joseph D. Abbad Jr.

Date: 8/22/11

FOR UNIT 47, AFTCT,
AFT HEALTHCARE

Mary Conner

Date: 8/22/11



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