

AGREEMENT

BETWEEN

WINDHAM MEMORIAL COMMUNITY HOSPITAL

and

**WINDHAM FEDERATION OF PROFESSIONAL NURSES
LOCAL 5041, AFT CONNECTICUT, AFT, AFL-CIO**

2010-2013

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This Agreement entered into as of January 13, 2011, by and between WINDHAM COMMUNITY MEMORIAL HOSPITAL (hereinafter referred to as the "Hospital") and WINDHAM FEDERATION OF PROFESSIONAL NURSES, LOCAL 5041, AFT CONNECTICUT, AFT, AFL-CIO (hereinafter referred to as the "Federation"). The expiration date will be September 30, 2013.

ARTICLE 1 -- INTENT

The intent and purpose of this Agreement is to establish fair and equitable terms and conditions of employment of the nurses covered by this Agreement and an orderly system of mutually respectful and cooperative employer-employee relations, to provide for the adjustment of grievances, and to assure continuous, harmonious and efficient operation of the Hospital, so as to aid the Hospital in providing the best possible health care for the community.

ARTICLE 2 -- RECOGNITION

Section A: The Hospital recognizes Windham Federation of Professional Nurses, Local 5041, AFT Connecticut, AFT, AFL-CIO, as the exclusive bargaining agent with respect to wages, hours and working conditions for all regularly employed full-time and part-time registered nurses and LPN's in the Department of Nursing and the Emergency Department, including staff nurses, IV Therapists, Utilization Review Nurses, and Cardiac Lab nurses, and all full-time and part-time Registered Nurse Case Managers, but excluding all other employees, Inservice Education Coordinator, Utilization Review Coordinator, Assistant Nurse Managers, Assistant Night Coordinators, Assistant Evening Shift Coordinator, Epidemiologist, In-Service Education Instructor, Home Care Coordinator, Patient Education Coordinator, and guards and supervisors as defined in the Act.

Section B: The Hospital shall supply a list of employees covered by this agreement by name, address, phone number, rate of pay, and classification (i.e., full or part-time) to the Federation President on a quarterly basis. The list shall also include the name, address, phone number, rate of pay, and classification of all employees covered by this Agreement hired, terminated or on leave of absence during the preceding quarter.

ARTICLE 3 -- DEFINITIONS

Section A: The term "nurse" as used herein refers to a registered professional nurse or licensed practical nurse, licensed respectively by the State of Connecticut under Section 20-87a(a) or (b) of the Connecticut General Statutes, who is regularly employed by the Hospital for an average of eight or more hours per week in the bargaining unit described in Article 2.

An RN Case Manager (RNCM) is a registered nurse who provides guidance and/or direction in the management of overall discharge planning and appropriate use of Hospital resources. An

RNCM maintains a program of admission and continued stay certification for insurance companies. An RNCM is not required to function as a staff nurse.

Section B: The term "full-time" as used herein refers to a nurse who is hired to work forty hours per week.

Section C: The term "part-time nurse" as used herein refers to a nurse who is hired to work less than 40 hours per week. Nurses who are hired to work less than 40 hours per week but not less than 24 hours per week are eligible for benefits provided herein and shall be referred to as "benefited part-time nurses." Nurses who are hired to work less than 24 hours per week, are not eligible for benefits provided herein unless otherwise indicated, and shall be referred to as "non-benefited nurses."

Section D: The term "per diem nurse" as used herein refers to a nurse who is not regularly scheduled but is called in to work as needed. The term "outside contracted nurse" as used herein refers to a nurse who is employed by an outside agency and is scheduled to work contracted hours. Such nurses are not covered by this Agreement.

Section E: The term "charge nurse" as used herein refers to a nurse who is responsible for the direction of a patient care unit.

Section F: The term "regular pay" as used herein refers to a nurse's base hourly rate plus shift differential. The definition of the term overtime pay as used herein refers to a nurse's base hourly rate x 1.5. The term "base hourly rate" as used herein refers to a nurse's hourly rate without differentials.

Section G: The terms "she" or "her" as used herein refer also to "he," "him" or "his," as appropriate.

Section H: The term "Federation" as used herein refers to the Federation of Windham Hospital Professional Nurses, Local 5041, AFT Connecticut, AFT, AFL-CIO.

Section I: Section 20-87a(a) of the Connecticut General Statutes provides: "The practice of nursing by a registered nurse is defined as the process of diagnosing human responses to actual or potential health problems, providing supportive and restorative care, health counseling and teaching, case finding and referral, collaborating in the implementation of the total health care regimen and executing the medical regimen under the direction of a licensed physician or dentist." The practice of nursing as defined above remains subject to the policies and procedures of the Hospital.

Section 20-87a(b) of the Connecticut General Statutes provides: "The practice of nursing by a licensed practical nurse is defined as the performing of selected tasks and sharing of responsibility under the direction of a registered nurse and within the framework of supportive

and restorative care, health counseling and teaching, case finding and referral, collaborating in the implementation of the total health care regimen and executing the medical regimen under the direction of a licensed physician or dentist.

ARTICLE 4 -- HOURS OF WORK

Section A:

1. a. The normal weekly work schedule for full-time nurses shall consist of five eight-hour days. The normal scheduled shifts for eight hour nurses are as follows:

First (day) Shift	7:00 a.m. - 3:30 p.m.
Second (evening)Shift	3:00 p.m. - 11:30 p.m.
Third (night) Shift	11:00 p.m. - 7:15 a.m.

The normal scheduled shifts for twelve hour nurses are as follows:

Day Shift	7:00 a.m. - 7:30 p.m.
Night Shift	7:00 p.m. - 7:15 a.m.
Evening Shift	11:00 a.m. - 11:30 p.m.
X Shift	3:00 p.m. - 3:30 a.m.

- b. The normal work week schedule for full-time RNCMs shall consist of five (5) eight (8) hour days Monday through Friday. The normal scheduled shift for RNCMs shall be 7:45 a.m. to 4:15 p.m. Individual RNCM work hours may be adjusted by mutual agreement between the RNCM and her manager.

The RNCM's will continue to be paid on a weekly basis. Based on a 2-week schedule, no overtime will be paid unless the RNCM works greater than 80 hours. Following a weekend worked, the RNCM's time will be edited to reflect ticketed hours for the week prior to the weekend worked and the week following the weekend worked. This will effect the last day of the week (Saturday's hours). However, if the RNCM works greater than 8 hours in a day, he/she will receive overtime. Future RNCM's hired will abide by this agreement.

- c. Consistent with the Hospital's staffing requirements and by mutual agreement of the Hospital, the Federation, and the nurse involved, a nurse may be permitted to work a shift schedule with beginning and ending times different from those set forth above. All such individual agreements shall be considered temporary and may be discontinued by any one of the aforementioned parties if such

arrangements no longer meet the Hospital or the nurse's needs. Such arrangements can only be discontinued upon three (3) months notice to the other party.

2. a. There shall be a one-half hour unpaid meal period on the day and evening shifts, and a fifteen-minute paid meal period on the night shift.
 - b. If the Nurse Manager or designee determines that patient needs require a nurse's presence at her duty station during the meal period on a day or evening, the Hospital shall pay her for the time worked, and, in an emergency, the Nurse Manager or designee shall order a meal tray.
 - c. Nurses required to remain in the Hospital during the meal period shall receive their regular pay for the meal period. Other nurses shall be free to leave the Hospital during the meal period.
 - d. The Hospital shall provide sandwiches and a suitable place to eat for nurses on the night shift.
3. There shall be one ten-minute break during each four-hour work period, provided patient needs permit.

Section B: The work week will begin and end at 7:00 a.m. Sunday. The Hospital shall make its best effort in order that a nurse shall not be required to work more than six consecutive days without her consent.

The Hospital shall make its best effort in order that a RNCM shall not be required to work more than five (5) full consecutive days without her consent. Based on a weekly pay period, it is required that the RNCM will have a day off after the weekend worked. Weekends shall be two (2) four (4) hour days from 8 a.m. to 12 p.m. and shall be staffed by one employee.

Section C:

1. Vacancies on all shifts shall be filled pursuant to the provisions of Article 17 -- Seniority, except for new nurses while they are fulfilling the requirements of Section A or Section B of Article 5 -- Education, or Section B of Article 9 -- Probationary Period.
2. On each shift there shall be at least one qualified credentialed nurse regularly assigned to each nursing unit that requires a nurse by state law and/or regulation. To satisfy this requirement the Hospital shall first transfer any nurse regularly assigned as a second nurse in any unit to a vacant position as first nurse on the same shift.

3. The Hospital shall use its best effort to provide a second nurse, LPN, or nurse's aide for all nursing units.
4. The Hospital shall not be required to assign any nurse to a unit unless she is qualified to do the work and unless her replacement is qualified to do her assigned work.
5. There will be no rotation of shifts for nurses with ten or more consecutive years of full-time service or twenty or more consecutive years of part-time service. There shall be no rotation of shifts until all flexible shift options, per diems, and volunteers have been used to meet the Hospital's scheduling needs.
6. If the Hospital is unable to hire enough nurses, despite an aggressive recruiting effort, the Hospital shall have the right to utilize per diem employees to provide adequate coverage of all units on all shifts. A regularly scheduled nurse will not be bumped from her regularly assigned unit by a per diem employee except where a staffing shortage exists in a unit and the Hospital is unable under the circumstances to find a per diem employee qualified to perform the work required in the short-staffed unit, or except in other compelling and unusual circumstances.
7. Flexible shift positions shall not flex between more than two consecutive shifts (e.g., day/evening flex shift, evening/night flex shift, or night/day flex shift). Nurses in flexible shift positions shall be scheduled to have no less than ten and one-half (10½) hours off between their scheduled shifts unless the nurse agrees otherwise.

Section D:

1. a. The weekly staffing schedule will be posted four weeks in advance. Any nurses seeking specific days off (other than a request for a PTO day) shall submit a request in writing to her supervisor at least one week prior to the posting of the schedule. Requests shall not be unreasonably denied. Requests for vacation time and PTO time take precedence in accordance with Article 11, Section G. Requests shall be held in abeyance until one week prior to the posting of the schedule covering the requested days. After a schedule has been posted, any nurse wishing to change her schedule must use her best efforts to find a willing, qualified, Hospital RN or LPN who will not thereby qualify for overtime. The nurse shall give written notice to the Nurse Manager or her designee of the change, and shall obtain prior written approval of the change from the Nurse Manager or designee. Verbal approval may be given in extenuating circumstances, to be followed by written confirmation.
- b. Nurses may volunteer to fill any unfilled shifts in the weekly staffing schedule posted pursuant to subsection 1a above in the following order: (i) part-time staff who are available at straight-time rates, with preference being given to those who

are know to work that shift, (ii) per diem nurses, (iii) full-time nurses, and part-time staff who are available at overtime rates, with preference being given to those who are know to work that shift. In the event of conflicting requests within a category, a rotating system shall be used.

2. Obstetrics will operate as a closed unit. Obstetrics nurses will be responsible for coverage of all shifts in accordance with the following:
 - a. staff on the unit will develop a schedule to cover that particular unit;
 - b. staff may float off their assigned unit at their option, except OB nurses may be required to float to other units not more than five (5) times in any contract year. Floating for less than four (4) hours on any shift shall not count against this total. An OB nurse who is required to float may instead elect to go (or stay) home, but such occurrences shall still count toward the total of five (5). OB staff who voluntarily float off their assigned unit pursuant to (B) above may count such occurrences toward the total of five (5);
 - c. the on-call premium will not apply to the OB unit;
 - d. on-call nurses who are called in to work will be paid double time; and
 - e. staffing schedules will be reviewed by the nurse manager to assure that a qualified staff with the appropriate skill mix is present to meet patient needs on each shift.
 - f. In the event that the parties agree that OB would become an open unit, the most senior nurse on OB shall not float.

Management shall be responsible for supplementing closed unit staffing where appropriate. OB nurses may continue the system of "voluntary availability" in effect as of the date of this Agreement, and shall earn PTO for all time off taken pursuant to the "Voluntary Availability" system. Any issue regarding staffing levels in the OB closed unit, including the use of "voluntary availability," shall be referred to the Federation/Management Committee.

3. The OR will operate as a separate "closed unit" according to the following:
 - a. OR nurses will be responsible for coverage of all shifts contingent on the Hospital maintaining a minimum of one nurse and one nurse/OR Tech per scheduled OR room, and will develop a schedule to cover the OR;
 - b. OR nurses at their option may float (including on-call assignments), or may float off the unit, if qualified to do so;

- c. Staffing schedules will be reviewed and approved by the Nurse Manager to assure that qualified staff with the appropriate skill mix are present to meet patient needs on each shift;
 - d. All OR nurses shall be required to provide on-call service in accordance with a rotating system to be determined by the unit. OR nurses who are on-call shall be paid in accordance with the provisions of Article 8, Section D, except that OR nurses required to take a second call in one calendar week shall be paid twice the usual call rate for such call, and shall be paid double time for hours worked if actually called in to work on such second call;
 - e. OR nurses who are on-call shall be paid for a minimum of three hours, when called in to work, but will not continue to receive on-call pay in addition to hours worked. In addition, on-call hours will begin when nurses are no longer on duty; and
 - f. In the event an OR nurse(s) is released from work early, first consideration shall be given to the nurse(s) who worked the previous shift due to his/her on-call status.
 - g. The Hospital shall be responsible for supplementing closed unit staffing where appropriate. Any issue regarding the staffing level in a closed unit will be referred to the Federation/Management Committee for resolution.
4. This section governs the payment of a "short notice call-in premium" for OR nurses, and applies only when OR nurses call-out sick or are otherwise absent on their scheduled day of call, with less than 16 hours notice.
- a. When an OR nurse is absent on her scheduled day of call, the Hospital will contact the following classifications of employees, in the following order, for the purpose of locating a volunteer to cover the absence: (a) part-time OR nurses who are off-duty (straight time); (b) per diem OR staff at straight time; and (c) part time and full time OR staff, both on-duty and off-duty at overtime.
 - b. If no volunteer is available, the Hospital will assign on-call time on a rotating basis. For this purpose, a list of employees will be established and assignments will be made according to reverse seniority. Employees on the list who are off-duty because of pre-approved PTO, vacation, or requested weekend time off, will not be assigned on-call time.
 - c. A nurse, who assumes responsibility for the on-call assignment, either voluntarily or through the use of the rotation list, shall be moved to the bottom of the list.

This will apply to nurses handling a call on a partial-shift basis and to employees who split the call assignment with another nurse.

- d. Nurses who becomes responsible for assuming on-call coverage with less than 16 hours of notice will be eligible for the 10% "short notice call-in premium" set forth in Article 8, Section F. The 10% premium shall be paid for all on-call hours, as well as for all hours worked pursuant to the on-call assignment. The premium for on-call hours shall be calculated based on the applicable rate under Article 8, Section D.

Section E:

1. The Hospital will provide three of six weekends off, and exercise best efforts to guarantee that a nurse will not work more than two weekends in a row. Additional weekends off will be distributed on a rotating basis.
2. The Hospital may require Case Management Department members to work no more than one (1) out of every six (6) weekends. The Hospital may continue to use per diem or other weekend staff to cover weekends. A member of the Case Management Department who obtains a qualified replacement for a weekend shall not receive the weekend differential. In the instance of vacancies in the Case Management Department, the Hospital shall make every effort to fill the vacancy using available per diem and/or part-time staff. If no volunteers are available to fill the vacant time, the Hospital reserves the right to assign existing Case Management department staff to cover the weekends on a rotating basis, to work no more than one (1) out of four (4) weekends.
3. For the purposes of this section, "weekends" shall mean the period beginning with the night shift on Friday and ending with the evening shift on Sunday.
4. January Weekends: At the option of the majority of the nurses assigned to each shift on each unit, on the second full weekend in January of each year, those nurses who are normally assigned to work that weekend shall work only on Saturday. Those nurses who worked the previous weekend shall be assigned to work Sunday on the second full weekend in January. On the following weekend -- which is the third full weekend in January -- those nurses who worked Saturday on the second full weekend in January shall work the entire weekend.

Section F - Unavoidable Absence: Each nurse must work her scheduled hours except for unavoidable absence because of disability resulting from illness or injury. Other absences may be cause for discipline, in accordance with Article 9, Section C. If a nurse has used all of her extended illness pay, she may then use any unused PTO for such absence.

Section G - Per Diem Nurses:

1. Regularly scheduled nurses will be given opportunities to fill openings at base hourly rates plus applicable premiums, prior to per diem nurses, provided they have notified the staffing office of their availability.
2. Per diem nurses will be arranged for by Nursing Administration when:
 - (a) the staffing office has called those nurses who have so notified the staffing office and the vacancy still remains unfilled; and
 - (b) no nurse has agreed to fill a posted vacancy.
3. Any nurse may arrange for her replacement by a qualified Hospital staff nurse/LPN at base hourly rate plus applicable premiums, with the express approval of her nurse manager.

Section H – Outside Contracted Nurses: Regularly scheduled nurses will be given opportunities to fill openings in the schedule, at base hourly rates plus applicable premiums, prior to assigning outside contracted nurses to work those hours in excess of their weekly contracted hours.

Section I - Extra Shift Assignments:

1. Normal Staffing Procedures: Voluntary assignments of extra shifts shall be made in accordance with the following procedures:
 - a. Posting for open shifts and for shifts that may become open shall occur at least three (3) weeks before the scheduled shift. During the first week, ticketed staff who is available at straight time rates may volunteer. During the second week, per diem nurses may also volunteer. During the third week, ticketed staff who is available at overtime rates and outside contracted nurses may volunteer as well.
 - b. Vacancies caused by unplanned absences or unexpected increases in patient census shall be filled in accordance with the priority order set forth above regardless of when they arise, except that vacancies arising after the three week period described above may be filled with any available volunteer.
 - c. On call opportunities shall also be assigned in accordance with the procedure set forth above, except that the right of first refusal shall always be given to any nurse whose scheduled shift was cancelled if such cancellation created the on call opportunity.

- d. In the event of an acute staffing crisis as determined by the V. P. of Patient Care Services, the Hospital may offer double time as an incentive for off-duty nurses to work a shift for which no nurse has signed up, after notification to the Union President.
 - e. Within any nursing unit, the assignment of volunteers from among the above categories (staff available at straight time rates, per diem staff, or staff available at overtime rates and contracted nurses) shall be made in accordance whatever procedure may be agreed upon by staff and administration in that nursing unit, or in the absence of such agreement, by continuous rotation starting with the most senior staff member.
2. Institutional Emergency: Involuntary assignments of qualified nurses may be made by the Hospital in inverse order of bargaining unit seniority, by continuous rotation, but only if all of the following conditions are met:
- a. An institutional emergency exists, and has been declared by the V. P. of Patient Care Services or the administrator on call. As used in this Section I. 2, institutional emergency means violent storm or extreme weather conditions, natural disaster or catastrophe, public health emergency or widespread illness, or other emergency of similar nature and degree, that in the reasonable judgment of the administrator has created a serious imbalance between staffing levels and patient census and thereby compromises the ability of the Hospital to carry out its mission.
 - b. Assuming the nature of the emergency allows time to do so, the acute staffing crisis provision in Section 1.4 has been invoked, efforts have been made to contact at least 50% of the qualified nursing staff, efforts have been made to bring in per-diems and currently contracted travelers, and documentation of such contacts has been kept.
 - c. The Union President or Vice President has been notified and given an opportunity to suggest alternatives.
 - d. Nurses who are unable to report based on compelling reasons, of which the Hospital may require documentation, will be skipped once in the rotation.
 - e. Double time will be paid for any involuntary assignment. All applicable shift and weekend premiums shall apply.
 - f. In the event that an arbitrator determines that an involuntary assignment was made in violation of this section, the arbitrator shall have the power to order as a remedy the amount of straight time wages that would be payable for that

involuntary shift assignment (i.e. a total of triple time), as well as any demonstrated economic damages.

Section J: A \$7.50/hour premium shall be paid for working an extra shift, regardless of whether the employee is receiving straight time or overtime rates for working the extra shift, except that the premium shall not be paid if the employee is receiving double time for working the extra shift. "Extra shift" for purposes of this provision means any block of time the nurse covers for the absence of another nurse, or fills a shift vacancy as assigned by the Hospital.

Section K: The Hospital shall have the right to offer nurses weekend employment under an arrangement commonly known as a Baylor plan, under which nurses work a total of 24 hours each weekend (from 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. each Saturday and Sunday) and are paid for 32 straight time hours, with such premiums and benefits as are applicable to nurses who are regularly scheduled for 32 hours per week. The number of such positions and the location of such nurses is at the discretion of Hospital management. Inasmuch as this is a temporary measure that is implemented in response to the existing nursing shortage in an effort to reduce the number of weekends worked by regular full-time and part-time nurses, any such Baylor schedule may be terminated by the Hospital under Article 4, Section A.1(b) above upon three (3) months notice.

ARTICLE 5 -- EDUCATION

Section A: Each new nurse shall receive a minimum of two weeks of orientation, except in unusual circumstances.

Section B: A nurse with no prior nursing experience shall not be required to assume charge responsibilities until she has been employed at least four months and at least three weeks on the evening or night shifts.

Section C: Nurses who attend in-service education programs shall be paid for the time spent at the program as if it were time worked, provided, however that shift differentials shall be paid as follows:

1. If the nurse attends the in-service training program during her regularly scheduled shift, the nurse shall receive the applicable premium, if any.
2. If the nurse voluntarily attends the in-service training program outside her regularly scheduled shift, the nurse shall not be eligible for a shift differential.
3. If the nurse cannot be released during her regularly scheduled shift to attend an in-service training program and therefore attends the in-service on a different shift, the employee shall receive the shift differential applicable to her regularly scheduled shift or the shift

differential applicable to the shift on which she attended the in-service, whichever is higher. Payment for attendance at in-services unrelated to the nurse's clinical specialty is subject to approval by the Nurse Manager. In the event of a disagreement between the nurse and her Nurse Manager regarding the appropriateness of an in-service program, the issue shall be immediately referred to the Federation president and the Vice President, Patient Care Services, or their respective designees, for resolution within 10 working days.

Section D: An LPN who has completed one year of satisfactory employment may take a leave of absence without pay for up to two years for the purpose of obtaining an RN degree. During that leave she shall retain her previously accrued seniority, PTO and sick time benefits.

ARTICLE 6 -- PROFESSIONAL MATTERS

Section A: The Hospital recognizes the professional status of the nurse. During the term of this Agreement, the Hospital may establish committees, in addition to the committees listed in this Article, and/or task forces and/or councils, as needed, to address and/or review issues related to and/or affecting the practice of nursing and/or patient care. The Federation may designate at least one nurse and one alternate nurse to each such committee, task force and/or council established by the Hospital. Any such representative designated by the Federation shall be paid by the Hospital at their base hourly rate of pay for their attendance at any meeting of any such committee, task force and/or council which is either a regularly scheduled meeting or a meeting otherwise required by the Hospital.

Section B: Utilization Management Committee: The Federation shall designate one RNCM and one alternate RNCM to be a delegate during the administrative portion of the Utilization Management Committee. The purpose of the RNCM delegate shall be to provide additional insight and expertise on relevant Utilization Management issues and to assist the Department Manager in communicating with others.”

Section C - Federation/Management Committee: There shall be a Federation/Management Committee. The Committee shall review issues of concern to both parties. The goal of the committee will be to maintain a harmonious Federation/Management relationship by seeking resolution of issues through non-adversarial forum. The Committee shall be composed of 3 Federation representatives and 3 Management representatives. The Committee shall meet every other month. Each party shall prepare an agenda of issues they want to address at the meeting and shall exchange agendas with the other party at least 7 days in advance of the meeting, whenever possible. The Federation's representatives will be paid by the Hospital at their base hourly rate of pay for their attendance at the meetings regularly scheduled every other month, as well as for any Committee meeting otherwise required by the Hospital.

ARTICLE 7 -- WAGES

Section A – Clinical Level Wage Ranges: The following wage range shall be effective on October 1, 2010.

RN Clinical Level 1

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Start Date	18 mos	3 yrs	5 yrs	8 yrs	11 yrs	13 yrs	15 yrs

RN Clinical Level 2

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Start Date	18 mos	3 yrs	5 yrs	8 yrs	11 yrs	13 yrs	15 yrs

RN Clinical Level 3

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Start Date	18 mos	3 yrs	5 yrs	8 yrs	11 yrs	13 yrs	15 yrs

Eligible nurses shall advance a step on the first day of the pay period following their anniversary date of hire into a nursing position, or the first day of the pay period following eighteen (18)

months of employment for those going to Step 2, in accordance with Sections B through D. The aforesaid scale shall be adjusted on November 1, 2010, on October, 2011, and on October 1, 2012 to reflect the increases described in Sections B through D below.

Section B – First Year Wage Increase:

1. Effective November 1, 2010, the base hourly rate of all bargaining unit nurses shall be increased by 2.0%.
2. After the implementation of the wage increase set forth in subsection 1 above, a nurse may advance a step on the applicable wage range in Section A if she is then eligible to do so based on her years of continuous service in the bargaining unit as an RN at the Hospital since her initial placement on the scale, provided her base hourly rate does not exceed the rate applicable to her on the wage scale, with such increase to be effective on the date specified in Section A above. A nurse whose base hourly rate equals or exceeds the rate otherwise applicable to her on the wage scale shall not receive an additional increase.

Section C – Second Year Wage Increase:

1. Effective October 1, 2011, the base hourly rate of all bargaining unit nurses shall be increased by 2.5%.
2. After the implementation of the wage increase set forth in subsection 1 above, a nurse may advance a step on the applicable wage range in Section A if she is then eligible to do so based on her years of continuous service in the bargaining unit as an RN at the Hospital since her initial placement on the scale, provided her base hourly rate does not exceed the rate applicable to her on the wage scale, with such increase to be effective on the date specified in Section A above. A nurse whose base hourly rate equals or exceeds the rate otherwise applicable to her on the wage scale shall not receive an additional increase.

Section D – Third Year Wages:

1. Effective October 1, 2012, the base hourly rate of all bargaining unit nurses shall be increased by 2.5%.
2. After the implementation of the wage increase set forth in subsection 1 above, a nurse may advance a step on the applicable wage range in Section A if she is then eligible to do so based on her years of continuous service in the bargaining unit as an RN at the Hospital since her initial placement on the scale, provided her base hourly rate does not exceed the rate applicable to her on the wage scale, with such increase to be effective on the date specified in Section A above. A nurse whose base hourly rate equals or exceeds

the rate otherwise applicable to her on the wage scale shall not receive an additional increase.

Section E – Clinical Level Advancement:

1. The Hospital will provide a 5% increase in the base hourly rate of a nurse upon advancement from Clinical Level 1 to Clinical Level 2, and upon advancement from Clinical Level 2 to Clinical Level 3.
2. The Professional Advancement and Recognition Committee shall maintain meaningful and measurable competency-based criteria for advancing to and maintaining Clinical Levels. The Professional Advancement and Recognition Committee shall accept applications for advancement to Clinical Levels no later than March 31st and September 30th of each year. The Professional Advancement and Recognition Review Board decisions shall be announced by April 30th and October 31st, respectively, of each year.
3. The current Clinical Level program is not applicable to RNCM positions. If there is a revision to the current Clinical Level program, consideration of applicability to RNCM's shall be discussed.

Section F – Nurses at Maximum: Notwithstanding Sections B through D, no nurse shall receive an increase in her base hourly rate beyond the Maximum applicable to her range. Nurses who are at the Maximum, and nurses whose rate exceeds the Maximum, shall be eligible for quarterly lump sum payments in lieu of the wage increases called for in Sections B through D. Each lump sum payment shall be equal to one-fourth of the amount that the nurse would have received annually (calculated based on her regularly scheduled hours) if her base hourly rate had been increased by the percentage increases set forth in Sections B through D.

Section G – New Hires:

1. Newly hired nurses with comparable experience at an acute care facility shall be paid a wage rate commensurate with the experience, but not higher than the wage rate of nurses with the same amount of nursing experience in the bargaining unit as an RN at the Hospital.
2. In order to recognize the experience of those RN's who also have an LPN background, an RN hired after December 26, 2006 with prior LPN experience shall be placed on the appropriate RN wage step with LPN experience being considered as follows:
 - a. Every five years (5) full years of acute care LPN experience shall be equated to one year of RN experience; and

- b. Four (4) years of credit maximum shall be given to an RN for their LPN experience. Twenty (20) years of LPN experience shall be the maximum credit allowed.

Section H – LPN and Patient Care Technician Placement:

1. LPN Placement: A LPN employed by the Hospital after January 13, 2000 who becomes a RN shall be placed on Step 2 of the Clinical Level 1 wage scale. The LPN position vacated by the nurse will be converted to a RN position. The nurse's experience date for purposes of advancing on the wage scale will be the date on which the nurse becomes a RN.
2. Patient Care Technicians employed by the Hospital who become Registered Nurses will be paid the starting wage. Once they have successfully passed the Nursing Registration Boards, they will receive an additional 50 cents per hour until they reach Step 2. Their experience date for purposes of advancement on the wage scale will be the date on which they become a Registered Nurse.

Section I – Incentive Pay: The parties agree to discuss the possibility of implementing an incentive bonus program in the Labor Management Committee.

ARTICLE 8 -- PREMIUM PAY

Section A - Evening and Night Premium: The Hospital shall pay a premium of \$3.00 per hour for each hour worked on the evening shift and \$5.00 per hour for each hour worked on the night shift.

Section B - Weekend Premium: The Hospital shall pay a premium of \$5.00 per hour for each hour worked between 11:00 p.m. on Friday and 11:00 p.m. on Sunday, or for each hour of on-call time between 7:00 a.m. on Saturday and 7:00 a.m. on Monday. There shall be no duplication of weekend premium for any one hour.

Section C - Additional Second Shift: The Hospital shall pay time-and-one half for all hours worked in excess of 40 hours in any work week or in excess of eight hours in any work day as long as the time has been approved by the supervisor and shall not be unreasonably withheld. For this purpose, "hours worked" shall include paid time off and sick time.

Effective October 1, 2011, time and one-half shall also be paid for a second shift worked in any 24-hour period, unless the two shifts are separated by at least 10 hours off. **[IS THIS LANGUAGE OKAY?]** Nurses claiming time-and-one half for an additional shift worked during the 24-hour period that includes separate calendar days must file an exception on their time sheet when it is

submitted to be entitled to the extra pay, and errors not brought to the attention of the Hospital within two weeks of payment for the period in question shall be waived.

Section D - On Call:

1. Except where otherwise provided in this Agreement, the Hospital shall pay \$3.65 per hour for off-premises on-call time, and shall pay the state minimum wage for each hour of on-premises on-call time.
2. Nurses shall be paid a minimum of sixteen hours of call when taking call for a double shift.
3. During all off-premises on-call time, a nurse must be able to reach the Hospital within 30 minutes, unless her supervisor expressly permits a longer period of time.
4. Nurses who are on-call shall be paid for a minimum of two (2) hours if they are called in to the Hospital.

Section E - Charge: The Hospital shall pay a premium of \$2.50 per hour to any nurse assigned charge responsibilities for at least four hours of a shift. Charge assignments will be rotated among those nurses on each unit and each shift who are determined by the Hospital to be qualified for charge responsibilities and thereby given an RNC designation.

Section F - Preceptor: The Hospital will provide a premium of \$2.00 per hour for a nurse assigned as a preceptor.

Section G - Longevity: A longevity bonus will be paid to all nurses including non-benefited part-time nurses in the amount of \$250.00 for 10 years service and an additional \$200.00 for each 5 years of service thereafter. Longevity bonus calculation is based on the employee's most recent date of hire; however, for those employees who may be rehires, the additional years of service may be included if those previous years qualify for reinstatement under the pension plan. Payment will be made on the anniversary date of the employee's employment.

ARTICLE 9 -- PROBATIONARY PERIOD

Section A: The first 90 days of employment shall be considered a probationary period (180 days for new graduates only). During the probationary period, the nurse will be subject to demotion, suspension, other discipline, or discharge at the Hospital's sole discretion, without recourse to the grievance procedure, but will otherwise be covered by the Agreement.

Section B: A nurse will be considered to have successfully completed her probationary period unless she shall have received written notice of its extension or her termination on or before the same day in the third month after the day and month she started work (six months for new graduates only). The probationary period of any nurse other than a new graduate may be extended for an additional ninety days, at the discretion of the Hospital. The Hospital shall notify the nurse and the Federation of any such extension.

Section C: Nurses who have completed their probationary periods shall not be dismissed, demoted, suspended or otherwise disciplined or penalized except for just cause. The Hospital shall notify the Federation promptly in writing of each written warning, suspension or discharge and the reason for it.

ARTICLE 10 -- EVALUATIONS

Section A: Each nurse shall receive a written evaluation upon completion of her probationary period and any extension thereof, and annually thereafter during her anniversary month. The anniversary month is the calendar month during which the nurse's anniversary occurs. A copy of the evaluation shall be given to the nurse and reviewed with the nurse by the Nurse Manager or her designee. At the nurse's option, another member of nursing management may also be present at the evaluation meeting. After a reasonable time to review the evaluation, it shall be signed by the nurse with her comments. Properly completed evaluations, with appropriate signatures, are considered out of compliance with Hospital policy if not received in the Human Resources department within sixty days of the last day of the month of the staff member's anniversary. Any nurse who believes her evaluation is inaccurate or unfair may request her Vice President, Patient Care Services to review her evaluation. The Vice President, Patient Care Services shall within one week confer with both the nurse and the person responsible to discuss the evaluation. The nurse may bring to the conference a Federation representative, who shall be excused from her work with pay. Evaluations shall be subject to the grievance procedure.

Section B: Each nurse shall have the opportunity, on request, to read all documents in her personnel file, with the exception of references obtained by the Hospital at the time of hire under a pledge of confidentiality. Each nurse shall be given a copy of any document placed in her file which is critical of her ability, performance or attitude.

Section C:

1. A nurse whose performance is considered significantly deficient in any area will be orally informed by her Nurse Manager or other supervisor at an informal meeting ("informal counseling"), except where more severe discipline is indicated, and usually will be given six to eight weeks to improve. A representative of the Federation may be present at the option of the nurse.

2. If no improvement occurs within the six to eight weeks, the Hospital may notify the nurse to attend a disciplinary meeting. The nurse will be told of her right to representation, and a member of the Federation may attend upon her request. Such a member of the Federation shall be released from duty to attend the disciplinary meeting with pay.
 - a. This meeting will be attended by the nurse's supervisor or Nurse Manager, and at that time an employee development plan mutually agreed upon by the Federation and the Hospital will be established.
 - b. The nurse shall receive a copy of the form and have an opportunity to review and/or rebut it before signing. Signing the form does in no way constitute agreement, but only verification that the nurse has had an opportunity to review it.

ARTICLE 11 -- PAID TIME OFF (PTO) / SICK LEAVE (ESL)

Section A (PTO): Each full-time and benefitted part-time nurse shall earn paid time off (PTO). PTO is earned for each hour, up to a maximum of forty (40) hours per week, of work performed, paid time off, sick time, jury duty or bereavement leave at the following rates, according to continuous service:

<u>CONTINUOUS SERVICE</u>	<u>EARNING RATE</u>
Less than 5 years	.1076923
More than 5, but less than 10 years	.1269233
More than 10 years	.1461538

Continuous service shall be calculated from each nurse's date of hire. Layoffs or leaves of absence, of thirty days or less, shall be counted as time worked in the computation of PTO.

Section B: Effective October 1, 2011 and each October 1 thereafter, in lieu of PTO accrual over the following year as set forth in Section A above, each nurse shall be credited with twelve (12) months worth of PTO accrual, based on their ticketed hours plus their average weekly extra hours worked during the preceding year, in any event not to exceed forty (40) hours. Prior to October 1, 2011, or upon hire if later, each nurse shall sign an agreement authorizing the Hospital to deduct from their final paycheck any PTO taken during any fiscal year in excess of a prorata portion of that year's PTO allowance if they leave the Hospital's employ or take a non-benefitted position prior to the end of any fiscal year.

Section C: Effective September 30, 2011, each nurse may carry over not more than one-half of the PTO she has accrued over the preceding twelve (12) months. Any PTO the nurse does not elect (or is not permitted) to carry over may either be (1) cashed out at the rate of 75 cents on the dollar, or (2) transferred to ESL, at the option of the nurse. As of September 30, 2012 and each September 30 thereafter, any unused PTO must be transferred to ESL.

Section D: When a nurse is hired or transferred from non-benefitted status, PTO will be credited based on the nurse's ticketed hours for the prorata portion of the contract year remaining. On the next October 1, the nurse will be credited with twelve (12) months worth of PTO accrual based on (i) their ticketed hours if did not work in benefitted status for at least six (6) months during the preceding year, or (ii) their ticketed hours plus their average weekly extra hours worked, in any event not to exceed forty (40) hours, if they worked in benefitted status for at least six (6) months during the preceding year.

Section E: PTO shall be adjusted when a full-time or benefitted nurse leaves that status, as follows:

1. A full-time or benefitted part-time nurse who becomes a non-benefitted part-time nurse shall retain any earned PTO and any credited PTO in excess of a prorata portion of that year's PTO allowance, and shall be eligible to use such time, or shall be paid for such time at her option.
2. A nurse who resigns after at least twenty-six weeks of continuous service and after having given a two-week notice and having worked for the two weeks (except for previously scheduled paid time off, preapproved leave of absence and verified illnesses) shall receive pay for any PTO earned but not taken and any PTO credited in excess of a prorata portion of that year's PTO allowance.
3. When PTO has been taken in excess of a prorata portion of the PTO allowance for the fiscal year in which the nurse changes status, the last sentence of Section B above shall apply.

Section F: Accrued but unused PTO may be carried over from the fiscal year ending September 30, 2010 to the fiscal year beginning October 1, 2010, and shall be forfeited unless taken during the succeeding fiscal year. However, only one-half of the PTO earned during the fiscal year ending September 30, 2011 may be carried over to the fiscal year beginning October 1, 2011, and no PTO credited for the fiscal year ending September 30, 2012 can be carried over to the fiscal year beginning October 1, 2012.

Section G: No nurse shall forfeit accrued but unused PTO which she has requested to take on a timely basis, provided that in such cases the Hospital shall have the option of paying the employee for the unused time. Effective October 1, 2011, the Labor Management Committee shall review the use of PTO in each department on a quarterly basis, and shall recommend adjustments as appropriate to avoid year-end scheduling problems. PTO that cannot reasonably be scheduled prior to September 30, 2012 or any September 30 thereafter may be carried over to the next fiscal year or paid out only with the approval of the Hospital, which shall not be unreasonably denied. Denials of fiscal year end carryover or payout of less than one week of PTO (based on the employee's ticketed hours) shall not be subject to the grievance procedure.

Section H: PTO may be used at any time during the entire year, but nurses are expected to use PTO throughout the year so as to avoid year-end scheduling problems if possible. PTO shall be used for periods of rest, observance of holidays and other special occasions. Nurses shall be able to use five (5) PTO days when necessary for personal needs with respect for privacy. Weekends taken with PTO shall not be made up.

Section I (Holidays):

The holidays observed are:

New Years Day	Labor Day
Easter Sunday	Thanksgiving
Memorial Day	Christmas Day
Independence Day	Birthday

1. A nurse scheduled to work on any of the named holidays other than her birthday shall be paid at time and one-half her base hourly rate plus applicable premiums and \$1.00 per hour for all hours worked on that day. The New Year's Day holiday shall be from 3:00 p.m. on New Year's Eve to 3:00 p.m. on New Year's Day. Nurses who do not observe Christmas Day or Easter Sunday as a holiday may select one other religious holiday of their choice for all of the purposes of this Article.
2. The Hospital agrees to distribute holidays off on an equitable basis and consult with the nurses as to preference. For 12-hour night shift nurses, the time off shall include the evening before the holiday and the holiday itself, unless otherwise mutually agreed between the Hospital and the Union.

Section J: On the Hospital's named holiday (that is, the actual holiday such as Christmas, December 25th) one staff member is on-call for the Case Management Department for the same hours as a weekend day (that is, four hours from 8 a.m. to 12 p.m.) Whenever a RNCM is on-call on a named holiday, she shall be paid the applicable on-call rates and premiums in accordance with the contract. In the event a RNCM who is working on-call on a named holiday is called into work, she shall be paid all applicable rates and premiums in accordance with the contract. On the Hospital's observed holiday (the day which the Hospital designates as the holiday, such as Monday, December 26th for Christmas) the Case Management Department is staffed as a weekend day (that is, one staff member works from 8 a.m. to 12 p.m.). Whenever a RNCM works on a Hospital observed holiday, she shall be paid the same as a weekend day.

Section K (Vacation): Subject to the Hospital's staffing needs, and the terms and conditions below, each nurse shall be given her choice of PTO for vacation purposes. In the event of a conflict, preferences shall be given to nurses on a shift within a patient care unit based on their seniority, if so desired by the senior nurse.

1. When requesting vacation time, nurses shall indicate in writing whether they desire to utilize their seniority to resolve any conflict. Such preferences shall be exercised on a rotating basis, so that a nurse who exercises her seniority rights to resolve a conflict shall rotate to the bottom of the unit seniority list utilized for these purposes. One list shall be maintained for "prime time" vacation requests of 40 or more hours (pro-rated for part-time nurses), and a second list shall be maintained for all other vacation and PTO requests (regardless of the length or timing of the requested time off).
2. "Prime-time" vacation requests of 40 or more hours (pro-rated for part-time nurses) shall be submitted by March 1st of each year. "Prime time" is defined as the months of June, July and August. The Hospital shall respond to these requests no later than April 1st of the same year. Unless otherwise agreed, during June, July and August only one nurse in each patient care unit may take more than three (3) consecutive paid time off weeks. The Hospital will make a reasonable effort to grant a nurse's timely vacation request. In the event of conflicting requests, seniority may be used to resolve the conflict, if requested by the nurse.
3. Non-prime time vacation requests in excess of 40 hours or more (pro-rated for part-time nurses) shall be submitted to the Nurse Manager four months in advance of the vacation. Requests submitted more than four months in advance shall be held in abeyance until a date four months prior to the requested vacation (the "four-month date"). Nurse Managers shall approve or deny these requests within five working days of the four-month date. Requests shall not be unreasonably denied. In the event of conflicting requests, seniority may be used to resolve the conflict, if requested by the nurse.
4. Vacation requests in excess of 40 hours (pro-rated for part-time nurses) submitted less than four months in advance of the vacation shall be approved or denied by the Nurse Manager within five working days, and shall be granted on a first-come, first served basis. In the event conflicting requests are submitted on the same day, seniority shall be used to resolve the conflict, but shall not result in any changes to the seniority lists mentioned in subsection (1) above.
5. Vacation requests of less than 40 hours (pro-rated for part-time nurses), whether prime time or non-prime time, may be submitted at any time, but shall be held in abeyance until one week prior to the posting of the schedule covering the requested vacation period. In the event of conflicting requests, seniority may be used to resolve the conflict, if requested by the nurse.
6. The Hospital shall make a reasonable effort to schedule the Saturday before and the Sunday after a nurse's PTO for vacation purposes as her scheduled days off.

Section L - Sick Time: Full-time nurses and benefitted part-time nurses shall accrue paid time off (PTO) (to be used for sick leave) and extended sick leave (ESL) upon employment. The rate of pay for PTO days and ESL days shall be the nurse's regular pay.

1. Five (5) PTO days shall be accrued by all full-time nurses per year. These five (5) PTO days are included in the PTO accrued in accordance with the provisions of Section A. These five (5) PTO days are to be used for illnesses lasting five (5) or less days in duration. Accrual for benefitted part-time nurses shall be pro-rated.
2. All full-time nurses shall accrue one hour per week of ESL. Full-time nurses shall use ESL for illnesses lasting six (6) or more continuous scheduled work days in duration with approval of the nurse's physician. Part-time nurses shall be eligible for ESL after the part-time nurse has been absent for the equivalent of the nurse's weekly ticketed hours plus one additional scheduled work day. Maximum accrual of ESL is 2,080 hours. Accrual for benefitted part-time nurses shall be pro-rated.
3. A full-time or benefitted part-time nurse who becomes a non-benefitted part time nurse shall retain any ESL and shall be eligible to use such time.
4. Nurses who are sick shall call in as soon as possible in advance of their scheduled shift. The nurse shall make the telephone call personally unless physically unable to do so. Nurses will call their immediate supervisor or, in the absence of their immediate supervisor, the person in charge of receiving sick calls. Nurses shall report absence due to illness or injury, and unscheduled absences for personal reasons, to the appropriate manager at least two hours before the start of each scheduled day shift, and at least three hours before the start of any other shift. The parties understand that nurses for good and sufficient reasons may not be able to comply with this rule, but all nurses shall strive to meet this two or three hour minimum rule in good faith. Nurses shall notify their supervisor when they are leaving early due to illness or injury.
5. A nurse who is absent for a period of three or more consecutive scheduled work days may be required to provide medical documentation certifying that she is able to return to work.
6. ESL may be used for a serious health condition of the nurse, her spouse, her dependent child or her parent, or any other relative for whom leave is permitted under state or federal FMLA, in accordance with subsection 7.
7. ESL is available for use for full-time nurses under the following conditions:
 - a. Illness or injury lasting six (6) or more continuous scheduled work days, including time off required for medical procedures and recovery. On day six of an extended illness of the employee, PTO time taken for days 1-5 is returned to

the employee and ESL is used for the entire leave. This clause applies only to the nurse. The department manager is responsible to notify, in writing, the Payroll Department and the Personnel Department each time an employee accesses extended illness time. Based on this information, the Payroll Department will reinstate paid time off taken and access the ESL pool.

- b. The first three days of a workers' compensation claim.
 - c. Maternity leave.
 - d. Serious health condition of a spouse, dependent child or parent, or any other relative for whom leave is permitted under state or federal FMLA. A nurse may use time from the ESL pool if the nurse is absent for six or more continuous scheduled work days due to a serious health condition of such relative. The first five days of absence due to a serious health condition of such relative will be the nurse's responsibility. The nurse may use PTO or time off without pay for this purpose.
 - e. Intermittent time off, in excess of six days, for recurring serious medical procedures, such as chemotherapy, radiation, transfusions, and dialysis.
 - f. The foregoing provisions of subsection 7 shall apply to part-time nurses on a prorated basis as set forth in subsection 2.
8. At the end of each contract year, each nurse who has more than the maximum 2080 hours of ESL accrual shall be paid for such excess hours at the rate of \$1.00 per hour for each unused hour of ESL accrued prior to October 1, 2012, and \$5.00 per hour for each hour of ESL accrued thereafter.
9. Upon termination of employment, or transfer to a non-benefitted position outside the bargaining units, a nurse who has worked at least twenty-six (26) weeks in a benefitted position shall receive full payment for accrued unused PTO days, after prorating the current year's PTO allowance based on the portion of the year the nurse has worked prior to termination. In order to be eligible for such payment upon voluntary resignation, the nurse must have given a two week notice and must have worked the two weeks (except for previously scheduled PTO, preapproved leave of absence or verified illness). The nurse shall also receive \$1.00 per hour for each unused hour of ESL accrued prior to October 1, 2012, and \$5.00 per hour for each hour of ESL accrued thereafter.
10. For purposes of paragraphs 8 and 9 above, it shall be assumed that earlier accrual amounts of ESL time have been used before later accruals.

Section M: The Hospital shall where possible provide temporary modified duty assignments for a nurse who has a documented medical restriction of a limited duration, but only to the extent that such work is available consistent with the nurse's work restrictions. Priority under this Section will be given to nurses with work-related injuries

ARTICLE 12 -- ADDITIONAL PAID LEAVE

Section A: A nurse on an authorized paid leave shall be paid her regular pay for all hours of work in her regular schedule which occur during her leave.

Section B - Professional Programs:

1. Any nurse shall be entitled to leave with pay each year to attend courses, institutes, workshops, certification and re-certification examinations, or classes related to her nursing, off or on campus, provided the nurse applies a reasonable period in advance to the Nurse Manager specifying the nature and length of the program. If a nurse does not pass a certification or re-certification exam, she shall reimburse the Hospital the cost of the examination. Permission shall not be unreasonably withheld. The Hospital shall pay in advance reasonable costs, including registration fees, lodging and transportation up to a total of \$40,000 for the first year of this Agreement, \$45,000 for the second year, and \$50,000 for the third year and thereafter. The cost of in-house educational programs conducted by outside specialists will be credited against the total if approved by the Federation/Management Committee. Unused funds will revert to general Hospital use, with the exception of the first \$500.00 which shall be used for nursing literature in the Health Sciences Library.
2. A committee will be established consisting of two nurses, and one manager to review and approve requests for seminars and associated travel in excess of \$1,000. A \$2,000 cap shall apply, unless otherwise determined by the Federation/Management Committee.
3. The Federation shall be provided quarterly with the financial status of the Professional Programs account and a corresponding list of nurses who attended applicable programs.
4. The cost of in-service programs for required certifications shall not be assessed against the fund limits of this Article.

Section C - Bereavement Leave: A paid leave of absence of three working days shall be granted to a full-time nurse (and pro rated for a benefited part-time nurse) in the case of the death of her father, mother, guardian, spouse, child, ward, brother, sister, mother-in-law, father-in-law, grandparents, or grandchildren.

Section D - Jury Duty: A nurse will be granted leave for jury duty. A nurse will be paid for such leave the difference between pay actually received from such jury duty and regular pay.

ARTICLE 13 -- UNPAID LEAVES OF ABSENCE

Section A - Continuation of Benefits: While a nurse is on unpaid leave of absence, her insurance benefits shall continue only until the next insurance premium payment is due, unless otherwise provided by statute or by Section E below. The nurse shall then have the option of continuing any of the benefits by paying the premium to the Hospital when due. Nurses shall not receive any paid time off benefits for holidays falling during an unpaid leave of absence. A nurse shall not earn any sick time during any month in which she is on an unpaid leave of absence for more than half of her regularly scheduled work days.

Section B - Personal Leave

1. Nurses may request a leave of absence without pay. The request shall normally be made in writing to the Vice President, Patient Care Services and shall specify the reason for the request and the amount of time the nurse feels is needed. The granting of such requests and the time limits thereof shall not unreasonably be denied. In emergencies, a nurse may orally inform the Vice President, Patient Care Services as to the circumstances and make a written request for leave as soon as is practicable.
2. When a nurse takes a personal leave, the Hospital shall take reasonable efforts to hold open her job for up to 90 days. Upon a nurse's return to work from a personal leave of absence, a nurse shall be entitled to fill any vacancy then existing, subject to the seniority provisions of this Agreement.

Section C-Military Leave: Military leave without pay shall be granted in accordance with federal law.

Section D-Pregnancy Disability Leave

1. A nurse disabled by pregnancy or childbirth may request an unpaid leave of absence for as long as she is disabled, provided that she provides adequate medical certification of the disability. Employees shall exhaust accrued extended sick time and PTO at the beginning of the leave, and the balance of the leave, if any, shall be unpaid. Pregnancy disability leave will be credited against the employee's Family and Medical Leave Act entitlement, if any.
2. At the end of the leave, the nurse shall be reinstated to her prior position unless the Hospital's circumstances have changed so as to make it impossible or unreasonable to do so.

Section E-Family and Medical Leave: The Hospital shall provide family and medical leave to all eligible nurses in accordance with and subject to the requirements of the state and federal Family and Medical Leave Acts ("FMLA"). Such leaves are subject to the following provisions:

1. Length of Leave: Under the federal FMLA, eligible employees are entitled to take up to 12 weeks of unpaid leave during a 12-month period. Under the Connecticut FMLA, eligible employees are entitled to take up to 16 weeks unpaid leave every two years. If an employee is eligible for family and medical leave under state and federal law, leave taken by the employee shall be credited against the employee's entitlement under both laws.
2. Notice of Leave: If the need for leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment of a serious health condition of the employee or of a family member, the employee must provide the Hospital at least two weeks' advance notice before the leave is to begin. In certain circumstances involving planned medical treatment for the employee or an ill family member, the Hospital may require the employee to attempt to reschedule treatment, subject to the availability of the health care provider. If the two weeks' notice is not practicable or if the need is not foreseeable, notice must be given as soon as practicable under the facts and circumstances of the particular case. If a nurse fails to give the appropriate notice and has no reasonable excuse for the delay, the Hospital reserves the right to deny the leave until the appropriate notice period expires.

Nurses on leave must report periodically to the Hospital on their status and intent to return to work.

3. Use of Paid Leave: If a nurse has accrued PTO or extended sick time, she must use the paid leave first and take the remainder of the family and medical leave as unpaid leave.
4. Intermittent Leave or Reduced Work Schedule: If medically necessary for the employee's own serious health condition or that of the employee's spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. When leave is requested on this basis, the Hospital may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits, which better accommodates recurring periods of absence or part-time scheduling.
5. Continuation of Benefits: While an employee is on unpaid family and medical leave covered by state or federal law, the Hospital shall continue the employee's health insurance coverage on the same conditions that such coverage would have been provided if the employee had been continuously employed during the entire leave period.
6. Certification: The Hospital may require that a nurse's request for leave to care for the employee's seriously ill spouse, child, or parent or due to the employee's own serious

health condition be supported by a certification issued by the healthcare provider of the employee or the employee's ill family member. Failure to provide certification may result in a denial of continuation of leave. Certification of the serious health condition shall be on a form to be provided by the Hospital. The Hospital may also request recertification at any reasonable interval.

7. Employee Status After Leave: A nurse who takes family and medical leave will be reinstated to the same job or to an equivalent job with equivalent status, pay, and benefits. The Hospital may require nurses to submit to a fitness-for-duty certification with regard to the particular health condition that caused the employee's need for medical leave upon return from leave.
8. It is the intent of the parties that the foregoing provisions of this Section E be interpreted and applied in accordance with applicable state and federal law.

Section F - Extended Leave: Upon written request, the Hospital shall grant a family leave not to exceed a total of one year, including any family leave taken under state or federal law. Reinstatement following such a leave shall be in accordance with section B.2 of this Article.

ARTICLE 14 -- HEALTH AND WELFARE

Section A - Health and Dental Insurance:

1. All full-time employees and part-time employees who work 24 or more hours per week may elect to participate in a managed care health insurance plan offered by the Hospital on the following terms. Full-time and part-time nurses shall pay the following amounts per week toward the cost of individual coverage for the employee and toward the cost of coverage for the employee and for the employee's dependents.

Effective 10/1/10:	Single	\$27.00 per week
	Single plus 1	\$41.00 per week
	Family	\$49.00 per week
Effective 10/1/11:	Single	\$28.00 per week
	Single plus 1	\$45.00 per week
	Family	\$56.00 per week
Effective 10/1/12:	Single	\$29.00 per week
	Single plus 1	\$49.00 per week*
	Family	\$63.00 per week*

*For employees with at least 24 but less than 36 ticketed hours, add \$3.00 per week for Single plus 1 coverage and \$5.00 per week for Family coverage.

The Hospital shall pay for the balance of such coverage. The full-time and part-time nurse's share of the cost of coverage may be paid on a pre-tax basis in accordance with the terms of a plan to be adopted by the Hospital for such purpose in accordance with Section 125 of the Internal Revenue Code as amended.

2. A description of the benefits available under the Plan is attached as Appendix B.
3. The Hospital will make available to full-time nurses and part-time nurses who work 24 or more hours per week coverage under a dental plan on the following terms:

Effective 10/1/10:	Single	\$ 7.00 per week
	Single plus 1	\$11.60 per week
	Family	\$13.35 per week

The full-time and part-time nurse's share of the cost of dental coverage may be paid on a pre-tax basis in accordance with the terms of a plan to be adopted by the Hospital for such purpose in accordance with Section 125 of the Internal Revenue Code as amended.

The dental plan made available by the Hospital provides the following benefits:

Diagnostic and Preventative Services Payable at 100%

- Initial Oral Examinations
- Periodic Oral Examinations
- Prophylaxis
- Topical Application of Fluoride
- Space Maintainers
- X-rays
- Emergency Treatment

Basic Services Payable at 80%

- Filling
- Endodontics
- Stainless Steel Crowns
- Extractions
- Repair of Dentures
- Relining of Dentures
- Oral Surgery
- Recement Crown

Recement Bridge
Repair Bridge

Major Services Payable at 50%

Inlays
Onlays
Crowns
Post and Core
Prosthodontics
Periodontics

Maximum: \$1,500 per person, per calendar year.

Amendatory Rider: Orthodontics and TMJ payable at 50% per person per lifetime. Orthodontics and TMJ maximum \$600 per person per lifetime. Dependent coverage shall be available to age nineteen (19), or up to age 23 for full-time students who are dependents.

4. While the Hospital may change carriers, the current benefits and administrative procedures of the carriers involved in their administration will remain substantially equivalent through the term of the contract. The Union shall be notified by the Hospital and will be given a reasonable opportunity, but not less than 45 days, to meet and discuss the proposed changes prior to implementation.
5. Upon completion of a nurse's probationary period, the Hospital shall provide each nurse eligible for coverage under the health plan in subsection 1, and their eligible dependents, with free servicing at the Hospital, after coordination of benefits has been completed, in accordance with such policies and practices in effect as of the date of this Agreement.
6. Nurses eligible for coverage under the Plan described in subsection 1 who furnish proof of alternative health insurance and who elect not to be enrolled in the Plan will be compensated \$1000 annually in accordance with the provisions of the Hospital's "Insurance Waiver" plan. If such nurse needs to enroll in the health plan due to the unemployment, death or divorce of a spouse, the nurse and her eligible dependents, if any, shall be eligible for immediate coverage under the Plan without any exclusion based on a previously existing condition. Nurses choosing the \$1000 alternative to health insurance shall be entitled to free-servicing of their own medical needs under subsection 5 after coordination of benefits has been completed.
7. Alternate health insurance plans such as Health Maintenance Organizations or Preferred Provider Organizations may be offered.

8. The Hospital shall contribute an equivalent amount of premium towards one of these HMOs or PPOs as it does toward the standard health insurance plan. The Hospital will provide an open enrollment period whenever a rate increase occurs which would involve additional payment by nurses for these plans.

Section B - Life Insurance: Upon completion of each full-time and benefited part-time nurse's probationary period, the Hospital shall pay the premium for life insurance until age 70 or retirement, whichever is earlier, in the following amounts:

- First Year -- 50% of annual base pay.
- Second Year -- 75% of annual base pay.
- Third Year - 100% of annual base pay.

Section C - Pension Plan: The Hospital will maintain in effect for the term of this Agreement the existing Retirement Plan for The Employees of Windham Community Memorial Hospital (the "Retirement Plan"), subject to the following:

1. The Retirement Plan shall contain such amendments as are required pursuant to the terms of any prior collective bargaining agreements between the Hospital and the Union.
2. Nurses hired on or after March 1, 2004 shall not be eligible to participate in the Retirement Plan. Nurses hired after March 1, 2004 shall instead be eligible to participate in a Defined Contribution Plan established by the Hospital in accordance with the provisions of applicable law pursuant to which the Hospital shall contribute two percent of such nurses' annual earnings. The Hospital shall further contribute 50 cents for each additional dollar contributed by the nurse to the plan, up to a maximum additional contribution by the Hospital in the amount of 3 percent of earnings, such that the Hospital's total contribution on behalf of a nurse under this Section 2 shall not exceed 5 percent of earnings.
3. For nurses hired prior to March 1, 2004, the accrued benefit under the current defined benefit Retirement Plan was frozen effective January 1, 2010, and there shall be no further accruals under the Retirement Plan from and after that date. The value of the accrued pension benefit for such nurses will be calculated as of January 1, 2010, and each nurse will be provided with an estimate of the annual pension benefit payable to such nurse under the defined benefit Retirement Plan upon retirement.
4. The Hospital's Defined Contribution Plan shall include all nurses hired prior to March 1, 2004, and shall provide for an annual contribution by the Hospital effective January 1, 2010 to include all nurses hired prior to March 1, 2004 and to provide for an annual contribution by the Hospital to the plan, on behalf of each such nurse, in an amount equal to 5% of the nurse's gross wages. The Hospital shall further contribute ¼ percent for each additional 1% of annual earnings contributed by the nurse to the plan, up to a

maximum additional contribution by the Hospital in the amount of 1% of earnings, such that the Hospital's total contribution on behalf of a nurse shall not exceed 6% of earnings.

5. Each eligible nurse may participate at her own expense in any long-term sickness disability and tax deferred annuity plans.

Section D - Retirement Health Insurance

1. Employees Hired After December 23, 1996: There shall be no benefit for employees hired after December 23, 1996.

2. Employees employed as of December 23, 1996 who satisfy both the age and service requirements set forth below as of May 10, 2007:

- a. Age and Service Eligibility Criteria:

Age: 55 (age 50 for employees hired before October 1, 1988) as of May 10, 2007

Full-time Employees: 15 years continuous service as of May 10, 2007

Part-time Employees: 25 years continuous service as of May 10, 2007

Part-time/Full-time Employees: Employees who have been employed on both a full-time and part-time basis shall be eligible for retiree health insurance if the employee, as of May 10, 2007, has 20 years of continuous service (at least 10 years of which shall be full-time service).

- b. Pre-Medicare Eligible Health Insurance Coverage:

- (i) Plan applicable to active employees and employee's spouse, with then existing premium co-pays.
- (ii) If the retiree is eligible for other group health insurance that is comparable in benefits and costs, then the Hospital's group insurance shall not be available to that retiree.
- (iii) If the retiree's spouse is eligible for other group health insurance, then the Hospital's group insurance shall not be available to that individual.
- (iv) In lieu of coverage, the retiree may elect \$500 annual payment. If the employee needs to enroll in the health plan due to unemployment, death or divorce of a spouse, the retiree and her eligible dependents, if any, shall be eligible for immediate coverage under the plan.

- c. Medicare Eligible Health Insurance Coverage:

- (i) Option 1: Fully paid HCFA-certified Medicare HMO plan for employee and spouse, with additional \$500 annual reimbursement.
- (ii) Option 2: Medicare Part B for retiree and spouse (upon proof of payment by the retiree) and supplemental group health insurance plan subject to then existing premium co-pays applicable to active employees. If the retiree is eligible for other group health insurance that is comparable in benefits and costs, then the Hospital's group insurance shall not be available to that retiree. If the retiree's spouse is eligible for other group health insurance, then the Hospital's group insurance shall not be available to that individual.

3. Employees employed as of December 23, 1996 who do not satisfy both the age and service requirements set forth in Section D.2.a above as of May 10, 2007:

- (i) Effective May 10, 2007, the retirement health insurance benefit described in Section D.2 shall be eliminated for nurses who were employed as of December 23, 1996 and who do not satisfy both the age and service requirements set forth in Section D.2 as of May 10, 2007, and the Hospital shall substitute a new retiree health benefit as described in subsections (ii) through (vi) below.
- (ii) The eligibility criteria for the new benefit shall be as follows:
 - Age: 55 (age 50 for employees hired before October 1, 1988)
 - Full-time Employees: 15 years continuous service
 - Part-time Employees: 25 years continuous service
 - Part-time/Full-time Employees: Employees who have been employed on both a full-time and part-time basis shall be eligible for retiree health insurance if the employee has 20 years of continuous service (at least 10 years of which shall be full-time service).
- (iii) The Hospital shall create for each nurse a Retiree Reimbursement Account (RRA) as of October 1, 2006 in the amounts set forth on a confidential schedule of RRA's, to which the Union and the Hospital have agreed and initialed, and which shall be maintained in the Hospital's Human Resources Department.
- (iv) Each nurse who satisfies the current age and service requirements as of the date of the nurse's retirement shall be able to access the nurse's RRA upon retirement to be reimbursed for qualified health care expenses during retirement, including health insurance premiums, copayments, deductibles, coinsurance amounts, and certain health care expenses not covered by a health care plan. Retired nurses shall be eligible to purchase coverage under the Hospital's group insurance plan at their own expense, utilizing their RRA, prior to Medicare eligibility, provided the

Hospital shall not charge such retiree the additional 2% fee permissible under COBRA.

- (v) The balance of each nurse's RRA shall accumulate interest at the rate of 5% compounded annually on October 1 of each year, and each nurse shall be informed at least annually of the amount in the RRA.
 - (vi) Each nurse for whom an RRA is created shall, in consideration of any continued employment with the Hospital, have a personal contractual right to receive the benefits from the Hospital described above once the age and service requirements are met.
4. The Hospital hereby irrevocably waives the right to negotiate with the Union any further changes to the post-retirement health benefits provided for in this Agreement, and such waiver shall survive the expiration of this Agreement and any successor agreement.

Section E: The Hospital shall continue to provide liability insurance, including malpractice, for each nurse while working for the Hospital, subject to the terms and conditions of the policy.

Section F: The Hospital shall pay the cost of any required pre-employment physical.

Section G: The Hospital shall pay the cost of the full-service dental plan for a 55-to-64 retiree (50-to-64 for nurses hired prior to October 1, 1988).

ARTICLE 15 -- OTHER BENEFITS

Section A - Tuition Assistance: The Hospital shall continue its Educational Tuition Assistance Program for the full-time and benefited part-time nurses enrolled in other than nursing programs after one year of service, up to \$2,000 per fiscal year per nurse. Requests shall not be unreasonably denied. Payments to benefited part-time nurses shall be pro-rated.

The Hospital will provide full tuition and books for BSN and MSN programs at a rate of \$4,000 per year, for as many additional years as a nurse remains at Windham, the total not to exceed the cost of tuition and books. The benefit should be pro-rated for benefited part-time nurses, except for nurses who will be full time on completion of their education program. The Hospital shall have the right to recover the difference between the full and pro-rated amount from nurses who obtain "full time" assistance but who do not subsequently accept full-time employment at the Hospital.

Tuition and books reimbursement assistance shall be available from the date of hiring, effective on completion of the probation period.

For LPNs employed by the Hospital on October 10, 2010, the provisions of Article 15, Section A of the 2007-2010 LPN contract shall apply in lieu of the provisions of this Section A.

Section B - Personal Property: The Hospital shall reimburse each nurse for damage to her personal property occurring in the course of her employment through no fault of her own. For the purposes of this Section, "personal property" shall mean only clothing, shoes, watches, artificial teeth, glasses, contact lenses, religious medals, and wedding rings excluding precious stones, and only while being worn or carried.

Section C - Parking: All nurses shall be entitled to park free in the Hospital's parking lots as assigned. All lots shall be adequately illuminated. Upon request, a security guard shall accompany each nurse to her car after dark, when other duties permit.

Section D - Pagers: All nurses on-call shall have pagers available without cost for on-call use.

Section E - Housekeeping: The Hospital shall make reasonable efforts to provide assistance by other employees so that nurses shall not be routinely required to perform housekeeping duties.

ARTICLE 16 -- GRIEVANCE PROCEDURE

Section A: Except as otherwise provided in this Agreement, every grievance which the Federation, or a nurse, or the Hospital may have with each other arising from application or interpretation of this Agreement, will be adjusted as stated below. For purposes of the preceding sentence, appendices, exhibits and side letters between the parties, unless specifically excluded, shall be considered parts of this Agreement.

A grievance which involves demotion, suspension or dismissal; or which affects a substantial number or a class of employees; or which is brought on behalf of the Federation, and which the Hospital's representative designated in Step One lacks authority to settle, may initially be presented at Step Two by the Federation.

Section B - Step One: A nurse who has a complaint arising from application or interpretation of this Agreement, or the Federation on her behalf, will present the claim to her immediate supervisor in writing promptly but, in any event, within thirty days of the incident or knowledge of the incident. The nurse, with the Federation grievance representative will discuss and attempt to resolve the complaint with the supervisor. The supervisor shall render a decision in writing within five days following initiation of the grievance.

Section C - Step Two: If no satisfactory settlement is reached, the grievance shall, within five days of the decision of the supervisor in Step One, be presented in writing by the Chairperson of the Grievance Committee or her designee, to the Vice President, Patient Care Services. The Vice President, Patient Care Services shall investigate the grievance, discuss it

with the Grievance Chairperson or designee and grievant, and render a written decision within five days.

Section D - Step Three: If no satisfactory settlement is reached, the grievance shall, within five days after the decision of the Vice President, Patient Care Services at Step Two, be submitted in writing by the Chairperson of the Grievance Committee or her designee to the Hospital's Administrative Director of Human Resources. The written grievance shall state the nature of the controversy or claim and designate the provisions of this Agreement the interpretation, application or breach of which are asserted to be involved. The Administrative Director, Human Resources and the Vice President, Patient Care Services shall meet with the Grievance Committee, the Chairperson or her designee (not to exceed two nurses), and a representative of the Federation, who may be a representative of the AFT Connecticut, to review the matter within five days after written submission.

A written decision shall be given by the Hospital within ten days after the first meeting at this Step.

Section E - Step Four: If no satisfactory settlement is reached, then within twenty days after the written decision of the Hospital at Step Three, the Federation may notify the Hospital in writing of its desire to arbitrate and submit the grievance in arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section F: The Arbitrator shall have authority only to interpret the terms and provisions of this Agreement and shall not add to, modify or change any of said terms and provisions. His decision shall be final and binding on all parties. The fees and expenses of the Arbitrator shall be shared equally by the Hospital and the Federation.

Section G: All grievances must be initiated within thirty days after the alleged violation or cause of the grievance has become known to the employee involved. If a grievance is not initiated or processed to the next step of the grievance procedure within the time periods set forth in this Article, it shall be deemed settled in a satisfactory manner and closed.

Section H: The parties may by mutual consent extend any of the time periods provided for in this Article and requests for extension shall not be unreasonably denied. 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 I: In computing the time periods set forth in this Article, Saturdays, Sundays and paid holidays observed by the Hospital shall be excluded.

Section J: The Grievance Chairperson or her designee shall be paid while attending grievances in Steps One through Step Three and shall be excused from work without pay while attending Step Four.

ARTICLE 17 -- SENIORITY

Section A: Seniority is the length of time a nurse has been employed by the Hospital in either bargaining unit or non-bargaining unit work. Seniority shall commence after completion of the probationary period and shall be retroactive to the date of hire.

For purposes of layoff only, seniority for benefited and non benefited part-time nurses shall be pro-rated according to the number of hours worked for the first three years of employment.

After three years of employment, a benefited part-time and non-benefited part-time nurse shall receive full credit for seniority retroactive to the beginning of her employment and shall thereafter accrue full seniority regardless of the number of hours worked.

Section B: Seniority will be lost when the nurse:

1. resigns;
2. is discharged for cause;
3. willfully exceeds a leave of absence without bona fide excuse; or
4. is laid off for two years.

Section C: Seniority shall be suspended but shall not be lost by:

1. unpaid leave of absence;
2. layoff of not more than two years; or
3. termination followed by reemployment within six months.

A nurse who resigns and who is reemployed more than six months, but less than two years, following her resignation shall have her seniority suspended but not lost for the following purposes only: placement on the wage scale under Article 7, Sections A and G; payment of longevity bonuses under Article 8, Section H; and accrual of paid time off under Article 11, Section A.

Section D:

1. In order to avoid layoffs because of lack of work, the Hospital shall first reduce hours by canceling not more than 15% of the total day, evening, or night shifts for a period of no more than thirty days within a calendar quarter. Shift cancellations shall be distributed equally among all of the employees regularly working a particular shift, that is, day,

evening, or night, to the extent consistent with staffing needs according to a rotating roster with the least senior nurse first, and including probationary employees. The Hospital shall first seek volunteers from the employees scheduled to work on the shifts to be canceled.

2. Employees who volunteer shall be given the option of taking the shift off without pay or of using accrued paid time off. Employees who take a shift off at the Hospital's request, either with or without pay, shall not otherwise have their health insurance benefits, tuition benefits, or accrual of paid time off reduced.

Section E: The Hospital reserves the right to layoff employees because of lack of work. All layoffs shall be on the basis of seniority, except that every probationary nurse shall be laid off before any regular nurse, provided a qualified replacement is available. Except under unusual unforeseen circumstances, no nurse shall be laid off without having received 30-days' notice or 30-days' pay. A nurse shall be considered to be qualified as a replacement if she can perform the duties of the laid-off nurse with not more than two weeks of training.

Section F: Recall shall be in the reverse order of layoff. Each nurse on layoff will be offered any available opening for which she can become fully qualified with a maximum of one week's training. A nurse who refuses a position other than her regular position will be placed at the bottom of the recall list for every position other than her regular position. A nurse who refuses an opening in her regular position shall lose all right of recall. Her regular position is the position on the same shift and in the same work unit as she held prior to any change required by layoff procedures.

Section G: Before filling a vacancy or a new position on a permanent or temporary basis, the Hospital will post a notice of the opening on the Federation bulletin board for a period of five calendar days. Such notices shall be posted within five days of the date the position became or will become vacant if that is known in advance. The Hospital shall notify the Federation President if the position is not to be filled. Any nurse desiring the opportunity to transfer may submit a completed transfer request form to her nurse manager. Before filling the position with a person from outside the bargaining unit, the Hospital will honor the transfer request of a qualified nurse; if there is more than one qualified nurse requesting the job, it will be filled by selection of the best qualified nurse; and if two nurses are equally well-qualified, by selection of the more senior nurse.

Because of the patient unit or shift involved, it may be difficult to fill the position of a transferring employee; the transfer may be delayed for a reasonable period of time in order to find a qualified replacement. In the event the Hospital is unable to find a replacement in a reasonable period of time, the employee shall be transferred to the new position.

An employee shall serve a six-week trial period on a new job. If the employee fails to perform the job satisfactorily after reasonable orientation during the trial period, the Hospital shall return the employee to the employee's former position without loss of other benefits.

Section H: Vacancies in higher job classifications shall be filled by selection of the best qualified nurse, whether or not employed by the Hospital. If qualifications are equal, the nurse with the greatest seniority shall be selected regardless of whether or not she is then employed in a bargaining unit job.

ARTICLE 18 -- FEDERATION ACTIVITY

Section A: The Hospital shall notify the Federation in writing of each new nurse within five days after employment.

The Hospital shall provide each new nurse with a copy of this Agreement.

Section B: A nurse, after thirty work days of employment, may execute a written authorization in the form annexed hereto. Upon receipt of such an authorization from a nurse, the Hospital shall, pursuant to each authorization, deduct the dues fixed by the Federation from the wages due each week.

The Hospital shall be relieved from making such "check-off" deductions upon: (a) termination of employment, (b) transfer to a position or classification other than one covered by the bargaining unit, (c) layoff from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization.

Notwithstanding the foregoing, upon the return of an employee to work from any of the above-mentioned absences, the Hospital will immediately resume the obligation of making such deductions, except that deduction for terminated employees shall require a new dues authorization card.

By the tenth day of each month, the Hospital shall remit to the Federation all deductions for dues made from the wages of nurses for the preceding month, together with a list of all nurses from whose pay dues have been deducted.

Section C: The Hospital shall allow representatives of AFT Connecticut to visit the Hospital at all reasonable times to ascertain whether or not the contract is being observed and to assist in adjusting grievances. No time shall be lost to the Hospital. The representatives shall advise the Hospital of such visits before and at the time of entering the Hospital.

Section D: The Federation will notify the Hospital of its local unit representatives who are authorized to deal with the Hospital about employment conditions and adjustments of any problems arising under this Agreement. The Federation will notify the Hospital in writing of said representative's designation and authority and any change in either. The Chairperson of the Federation or her designee shall be excused from her regular duties, if reasonably possible, to

attend the regular orientation program for new nurses hired by the Hospital to briefly introduce new nurses to the Federation and AFT Connecticut, for not more than ten minutes, to be shared with the LPN Chairperson.

Section E: The Hospital will provide payment for time spent by nurses in negotiation, when the nurse's previously scheduled work hours cannot be rescheduled within the same pay period, and a hardship would therefore result. The Hospital will provide payment for a total of ten (10) days per year for nurses to attend seminars/activities sponsored by the Federation.

Section F:

1. The Hospital will provide the Federation with space on the main bulletin board and on the bulletin boards in each patient unit, on which to post official Federation notices. These bulletin boards will be clearly identified as the Federation's spaces. The signature (or facsimile signature) of a duly authorized Federation representative will be affixed to every notice posted in these spaces, a copy of which will be delivered to the Hospital prior to posting.
2. The Hospital will provide the President of the Federation with copies of all memos that affect the wages, hours or working conditions of nurses. The memos will be given to the President when issued to the nurses.

Section G: The Hospital will permit the Federation to use available meeting space for the resolution of disputes and grievances arising out of this Agreement, and after reasonable notice, for other purposes.

Section H: Each nurse who was a member of the Federation on October 1, 1980, or who becomes a member of the Federation, shall as a condition of employment remain a member of the Federation.

Each full-time or part-time nurse hired after August 5, 1981 shall on the 31st day following her date of hire or upon completion of her probationary period, whichever is later, pay to the Federation an agency fee equal to Federation dues, as a condition of employment.

ARTICLE 19 -- MANAGEMENT RIGHTS

Except to the extent modified by a provision of this Agreement, the Hospital reserves and retains, solely and exclusively, all rights and authority to operate, manage and administer the Hospital, including the direction of the employees; the establishment of methods and standards of operation; the promotion and demotion of employees; the right to hire; the right to warn, suspend or discharge for just cause; the right to select or employ supervisory employees; the right to transfer employees, to cancel shifts, or to lay off employees, because of lack of work; the

right to determine the quality and quantity of health care services; and the right to establish and enforce reasonable rules and regulations.

ARTICLE 20 -- NO DISCRIMINATION

The Hospital shall not discriminate against any nurse or applicant for employment as a nurse, in any matter relating to employment because of race, color, creed, national origin, sex, marital status, age, disability, political beliefs, or activity in the Federation, as required by law.

ARTICLE 21 -- NO STRIKES OR LOCKOUTS

Section A: No employee shall engage in any strike, walkout, or slow-down, and the Federation will not call or support any strike, walkout or slow-down against the Hospital.

Section B: The Hospital shall not lock out any employees.

ARTICLE 22 -- DRUG TESTING

Section A: The Hospital may require an employee to supply a blood or urine specimen for testing if a supervisor has a reasonable suspicion that an employee has alcohol or a drug present in his body during working hours. For purposes of the preceding sentence, a "reasonable suspicion" must be based on objective facts, including, but not limited to: (1) observation by a supervisor that the employee is exhibiting irregular behavior, slurred speech, uncoordinated movement or gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, or impaired judgment; or (2) detection by a supervisor of the odor of alcohol or the odor of marijuana on the employee's breath. The supervisor's reasonable suspicion that the employee is under the influence of drugs or alcohol shall be confirmed by the Emergency Department physician on duty. In the event that the Emergency Department physician is unavailable for an extended period of time, he/she may designate another appropriate professional to confirm the supervisor's reasonable suspicion.

Section B: There shall be no random drug testing of employees.

Section C-Specimen Collection Procedures:

1. Urine and blood specimens shall be collected in the Hospital's laboratory.
2. Specimen collection procedures shall be in general accordance with the procedures set forth in the Federal Register, Volume 53, No. 69, pp. 11979-11989, at Subpart B, § 2.2, to the extent applicable and as amended from time to time.

3. Before being required to produce a specimen, the employee shall receive a written explanation of the procedure, and shall acknowledge in writing receipt of the explanation. The explanation shall include the chain of custody procedures and the manner in which the test results will be reported. The employee shall select one sample specimen collection kit at random from a supply of at least three kits. The kits shall be wrapped in plastic or the specimen bottles shall be individually sealed as a safeguard against prior contamination.

Section D- Testing Procedures:

1. Smith Kline Beecham Clinical Laboratories and Met-Path Laboratories shall be appropriate testing facilities. The Hospital and the Union, if necessary, may mutually agree on other testing facilities.
2. Any mutually selected testing facility shall:
 - a. be licensed, inspected, and in good standing with its state authority;
 - b. confirm an initial positive test result with a test at least as reliable as gas chromatography/mass spectrometry;
 - c. retain all confirmed positive samples for a minimum of ninety (90) days should a question arise and retesting be required;
 - d. secure samples against any reasonable possibility of tampering;
 - e. participate in an outside proficiency testing program to monitor its quality performance; and
 - f. be willing to defend its procedures with expert testimony.
3. Drug Testing Procedures: Laboratory analysis procedures concerning the type of initial and confirmatory test to be used and the amount of drug or drug metabolite to be regarded as a positive test result shall be in general accordance with the procedures set forth in the Federal Register, Volume 53, No. 69, pp. 11979-11989, at Subpart B, § 2.4, to the extent applicable and as amended from time to time; provided that the Hospital may test for drugs other than those listed in section 2.4.
4. Alcohol Testing Procedures: Testing for alcohol shall be performed by means of a urine or blood test at the same facility utilized for drug testing under paragraph D.1 of this Article. The testing facility's chain of custody will be documented and preserved in the same manner as for a drug test.

Section E-Employee Rights:

1. All employees shall be informed of their right to Union representation. If requested, an employee shall be provided with union representation during the alcohol and drug screening process.
2. The identities of the employees who have tested positive shall be limited to those Hospital and Union officials and medical professionals who have a need to know in order to fulfill their respective responsibilities under this Agreement.

Section F-Consequences of A Negative Test:

1. In the event that an employee's test results are negative, all records and documents leading to the test shall be destroyed.
2. In the event that an employee's test results are negative, the employee shall be reimbursed for all lost wages and benefits incurred as a result of not being permitted to work.

Section G-Consequences of A Positive Test:

1. An employee who has a confirmed positive test shall be given an opportunity to enter the Hospital's Employee Assistance Program ("EAP"). No employee shall be discharged or disciplined solely as a result of a first confirmed positive drug test, as long as the employee agrees to participate in the EAP and any EAP recommended treatment or rehabilitation program; provided that this provision shall not be interpreted as prohibiting the Hospital from imposing discipline for reasons other than the confirmed positive drug test. The cost of any rehabilitation or treatment will be covered to the extent provided for by the employee health insurance plan and/or the EAP as provided for in Article 23 of this Agreement.
2. Any employee who refuses to be tested in accordance with the provisions of this Article may be subject to discipline in accordance with Article 9, Section C of this Agreement.

ARTICLE 23 -- EMPLOYEE ASSISTANCE PROGRAM

Section A: Employees shall be eligible to participate in the Hospital's Employee Assistance Program ("EAP") for use at their own initiative. The program shall have service available that provides commonly accepted forms of assistance for work-related or personal health or emotional and other problems arising from any source.

Section B: The objective of the program recognizes the value and contribution of employees and seeks to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately affect the employee's work.

Section C: The Hospital shall absorb the cost for the EAP's initial assessment and consultation. The employee will be given time off during her shift, with pay, to see the EAP counselor for up to three (3) one-hour visits per year. There is no cost to the employee for these consultations.

Section D: The information disclosed to an EAP professional is regarded as confidential and such information shall not be the basis for discipline. An employee's use of the Hospital EAP shall not insulate the employee from discipline where the employee has engaged in conduct which the Hospital is aware of through independent means warranting discipline under Article 9, Section C of this Agreement.

ARTICLE 24 -- SUCCESSORS AND ASSIGNS

This Agreement shall remain in effect and shall be binding upon the Hospital's successors and assigns. The Hospital shall include the assumption of this Agreement as a condition of a sale or transfer of ownership or operations. Nothing in this clause shall operate to impose this Agreement on any employees not included in the bargaining unit described in Article 2 hereof as a matter of law, and nothing in this clause shall prevent the discontinuance of operations, the reduction of operations, or the transfer of operations to another entity or location. Any decision by a successor or assign concerning the retention of employees shall be made in accordance with this Agreement, provided nothing in this clause shall prevent a successor or assign from reducing the workforce in accordance with the terms of this Agreement.

ARTICLE 25 -- MISCELLANEOUS

The side letters attached as Exhibits A through H inclusive are incorporated herein and made a part hereof.

ARTICLE 26 -- ZIPPER CLAUSE

This agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary in this agreement. This agreement constitutes a complete and entire agreement between the parties and concludes collective bargaining on its terms.

ARTICLE 27 -- DURATION

This Agreement shall be effective from the date of ratification by the bargaining unit with such retroactive provisions as are expressly noted herein, by reference to a specific date prior to such ratification.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2011.

WINDHAM FEDERATION OF
PROFESSIONAL NURSES, LOCAL
5041, AFT CONNECTICUT, AFL-CIO

WINDHAM COMMUNITY MEMORIAL
HOSPITAL

By: _____

By _____

Appendix A

	CONNECTICARE NETWORK	OUT OF CONNECTICARE NETWORK
Required Cost Shares		
Calendar year Deductibles	None	<i>Out of Network ONLY</i> \$200.00 per individual and \$500.00 per family for all other covered services subject to plan deductible
Co-payments and Coinsurance	Co-payments and coinsurance vary as outlined below	
Covered Health Services	Connecticare Network	Out of Connecticare Network
Primary Care Physician Office Services	\$15 co-payment per office visit, then 100%	75% of the maximum allowable amount after plan deductible
Specialist Office Visits	\$15 co-payment per office visit, then 100%	75% of the maximum allowable amount after plan deductible
Gynecological Preventative Exam Office Services	\$15 co-payment per office visit, then 100%	75% of the maximum allowable amount after plan deductible
Prenatal maternity Care Office Visits	\$15 co-payment for initial visit only, then 100%	75% of the maximum allowable amount after plan deductible
Ambulatory Services Outpatient	\$400 co-payment per visit, increasing to \$500 per visit on October 1, 2007, and to \$600 per visit on October 1, 2008 (waived if services are performed at Windham Hospital), then 100%	75% of the maximum allowable amount after plan deductible
Lab Services (includes services performed on an outpatient basis, whether in the hospital or laboratory facility)	100%	80% of the maximum allowable amount after plan deductible

Diagnostic, X-ray	100%	80% of the maximum allowable amount after plan deductible
Advanced Imaging (includes services for MRI, CT Scan, PET Scan, Nuclear Cardiology when performed on an outpatient basis, whether in a hospital or radiology facility.)	\$400 co-payment per visit, increasing to \$500 per visit on October 1, 2007, and to \$600 per visit on October 1, 2008 (waived if services are performed at Windham Hospital), then 100%)	
Mammography	Mammography: \$50	

Hospitalization for Maternity, Illness or Injury	\$200 co-payment per admission; then 100%. Co-payment waived if admitted to Windham Hospital	80% of the maximum allowable after \$200 co-payment per admission; (No out of network benefits for organ transplants)
Inpatient Mental Health (up to 60 days per plan year, hospitalization can be substituted on a 2 to 1 basis; for biologically based disease mandated by state law covered same as hospital services; copay waived if admitted on emergency basis.	\$300 co-payment per admission; then 100%	80% of the maximum allowable amount after plan deductible
Inpatient Substance Abuse (up to 45 days per plan year, partial hospitalization substituted on a 2-1 basis).	\$300 co-payment per admission; then 100%	80% of the maximum allowable amount after plan deductible
Outpatient Mental Health (limited to the greater of 20 visits or \$2000.00 per plan year for non-biologically based diagnosis. No limit on biologically based mental health visits.)	\$20.00 co-payment per office visit; then 100%	50% of the maximum allowable amount after plan deductible.
Outpatient Substance Abuse (limited to the greater of 20 visits or \$2000 per plan year)	\$20.00 co-payment per office visit; then 100%	50% of the maximum allowable amount after plan deductible.
Emergency Room	\$50 co-payment per visit (waived if admitted or services performed at Windham Hospital); then 100%	\$50 co-payment per visit (waived if admitted), then 100% when ER visit results in admission in any Hospital
Walk-In/Urgent Care Center	\$25 co-payment per visit, then 100% Co-payment is waived if services are rendered at Med East	\$25 co-payment per visit, then 80% after plan deductible.
Ambulance Services	100%	80% of the maximum allowable amount after plan deductible

Routine Vision Exam	One per year \$15 co-payment per visit, then 100%	One per year 100% (up to \$47.00 per visit) Frames - \$28.00 Single Vision or contact lenses - \$33.50 Bifocal lenses - \$52.0 Trifocal lenses - \$84.00 Lenticular lenses - \$80.00
Disposable Medical Supplies	80% of covered services	80% of the maximum allowable amount after plan deductible
Durable Medical Equipment Including Prosthetics	80% of covered services	80% of the maximum allowable amount after plan deductible
Home Health Services (Up to 100 visits; limit does not apply to home hospice services)	100%	75% of the maximum allowable amount after plan deductible
Outpatient Rehabilitative Therapy (up to 40 visits combined for physical, speech and occupational therapy)	\$50 co-payment per visit (waived if services are performed at Windham Hospital), then 100%	75% of the maximum allowable amount after plan deductible
Chiropractic Services (up to 40 visits)	\$15 co-payment per visit, then 100%	75% of the maximum allowable amount after plan deductible
Ostomy Supplies and Equipment	80% of covered services	75% of the maximum allowable amount after plan deductible
Skilled Nursing and Rehabilitation Facilities (up to 120 days per plan year)	100%	100% after the plan deductible

Note: Bargaining unit employees will not be responsible for coinsurance payments if a service is provided at Windham Hospital, but there is no provider on call or otherwise available. This commitment does not apply in the event of a transfer because an increased level of care is required. **[IS THIS WHERE THIS LANGUAGE SHOULD GO?]**

EXHIBIT A

Side Letter of Agreement between Windham Community Memorial Hospital and Federation of Windham Hospital Registered Nurses Local 5041, AFT Connecticut, AFT, AFL-CIO and Federation of Nurses and Health Professionals Local 5063, AFT Connecticut, AFT, AFL-CIO.

The Hospital and the Federation hereby agree to the following:

Nurses who have five (5) weeks vacation accrual, effective April 7, 1993 shall maintain that rate of vacation accrual. The nurses are:

Jane Tracy, Local 5041

EXHIBIT B

Side Letter of Agreement Between Windham Community Memorial Hospital and Federation of Windham Hospital Registered Nurses Local 5041, AFT Connecticut, AFT, AFL-CIO and Federation of Nurses and Health Professionals Local 5063, AFT Connecticut, AFT, AFL-CIO

The Hospital and the Federation hereby agree to the following:

- (1) Full-time, third shift nurses hired before May 1, 1993 shall have the option of selection either Saturday/Sunday or Friday/Saturday as their weekend for scheduling purposes only. The nurses are:

Kathy Galinat, Local 5041

EXHIBIT C

Side Letter of Agreement Between Windham Community Memorial Hospital and Federation of Windham Hospital Registered Nurses Local 5041, AFT Connecticut, AFT, AFL-CIO and Federation of Nurses and Health Professionals Local 5063, AFT Connecticut, AFT, AFL-CIO

The Hospital and the Federation hereby agree to the following:

Each full-time nurse hired before December 14, 1982, who has worked continuously during the year preceding her anniversary date, shall be paid a \$200 on her anniversary. Each part time nurse including non-benefited nurses shall be paid a pro-rated payment based upon actual hours worked. "Continuously" means with six weeks or less of unpaid leaves of absence during the anniversary year. This letter shall not apply to nurses hired after December 14, 1982.

Side Letter of Agreement Between Windham Community Memorial Hospital and Federation of Windham Hospital Registered Nurses Local 5041, AFT Connecticut, AFT, AFL-CIO and Federation of Nurses and Health Professionals Local 5063, AFT Connecticut, AFT, AFL-CIO

The Hospital and the Federation hereby agree to the following:

Nurses who do not take an unscheduled PTO day or have an occurrence for a six-month period shall be eligible for a \$100 taxable cash bonus. For standardization, the six-month periods will be defined as January 1 through June 30, and July 1 through December 31, of each year. New employees will not be eligible for the incentive hours during the six-month period within which they were hired. Employees must be employed by the Hospital throughout the entire period to be eligible for the incentive hours. An occurrence is defined as one or more consecutive day(s) of unscheduled absence. Unscheduled PTO days taken at the request of the Hospital shall not be considered an occurrence. In addition, each time a nurse utilizes extended illness time, it will constitute one "occurrence." An unscheduled absence is defined as an absence with less than fourteen days of prior notice to the department manager. A scheduled absence is defined as an absence with fourteen or more days of notice to the department manager. The incentive will be pro rated for part-time benefited nurses.

This letter shall not apply to nurses hired after December 23, 1996.

Side Letter

Pat Fitton
AFT Connecticut
35 Marshall Road
Rocky Hill, CT 06057

Dear Ms. Fitton:

In connection with our 1999 negotiations for a successor labor contract, this will confirm that a day-shift nurse who has made appropriate advance arrangements with her supervisor to attend a mandatory in-service, but who has been otherwise directed by her supervisor to work during the time that such in-service program was offered by the Hospital, will not be subject to discipline for missing such in-service program.

Very truly yours,

Alison Breault

Side Letter of Agreement Between Windham Community Memorial Hospital and Windham Federation of Professional Nurses, Local 5063, CFEPE, AFT, AFL-CIO.

The Hospital and the Federation hereby agree to the following:

During the life of this Agreement, the Hospital will not assign the duties of LPNs to RNs or to other Hospital employees and, as a result, eliminate the position of any LPN who is employed by the Hospital on October 1, 2010, and who is continuously enrolled in a program leading to an RN degree starting not later than January of 2011.

The Hospital does not intend to employ LPNs after September 30, 2013, and therefore the parties intend to delete reference to LPN positions in any successor agreement. However, if the Hospital subsequently creates any LPN positions, the history of bargaining between the parties shall be a factor in determining the bargaining unit status of any such employees.

Side Letter

Ben Wenograd
AFT Connecticut
35 Marshall Road
Rocky Hill, CT 06057

Dear Mr. Wenograd:

The Hospital agrees that during the term of this Agreement, it shall not challenge the supervisory or non-supervisory status, as defined in Section 2(11) of the National Labor Relations Act, of any bargaining unit employee.

In the event of an acute staffing crisis as determined by the Vice President of Patient Care Services, the Hospital will thereafter offer double time as an incentive for off-duty nurses to work a shift for which no nurse has signed up for 1st Tier coverage. The Hospital will notify the President of the Union if the Vice President of Patient Care Services makes such a determination and double time is offered.

Very truly yours,

Martin Levine
Vice President, Human Resources

SHOULD 2ND PARAGRAPH BE DELETED?

Side Letter of Agreement Between Windham Community Memorial Hospital and Windham Federation of Professional Nurses, Local 5063, CFEPE, AFT, AFL-CIO.

ARTICLE 11 -- PAID TIME OFF (PTO) / SICK LEAVE (ESL)

The parties agree that the current RNCMs maintain their present schedule of benefits, specifically the present accrual rates, caps and banks of time. Both T.F. and R.S.'s accrual rate is 0.1461539.

The maximum PTO accrual cap for R.S. and T.F. is 200 hours. They may accrue PTO during the year to a level greater than 200 hours but must have no more than 200 hours in their PTO banks as of December 31 of each year. Any hours over 200 in their PTO bank on January 1st will be lost.

The Union proposed that the current RNCMs maintain their current schedule and level of benefits and any new RNCM positions shall be posted with benefits in accordance with the current WFPN #5041 contract.

TO BE DISCUSSED