

**AGREEMENT BETWEEN  
MANCHESTER MEMORIAL HOSPITAL**

**-AND-**

**AFTCT, LOCAL 5055, FEDERATION OF  
NURSES AND HEALTH CARE PROFESSIONALS  
AFT, AFL-CIO**

**January 1, 2012 to December 31, 2014**

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## PURPOSE AND PREAMBLE

The Federation is the certified bargaining representative of the nurses described hereafter in Article I, and as such certified representative, is the exclusive spokesman for such nurses with respect to employer-employee relations. The purpose of this agreement is to establish equitable employment conditions for staff nurses and an orderly system of employer-employee relations.

The parties recognize that the primary concern of the Hospital and the nurses is to assure the best quality patient care within their capabilities and, accordingly will work together to achieve this goal.

Now therefore, in consideration of the mutual promises and agreements herein contained, the Hospital and the Federation hereto mutually agree as follows:

### ARTICLE I RECOGNITION

The Hospital recognizes AFTCT, Local 5055, Federation of Nurses and Health Care Professionals, AFT, AFL-CIO, hereinafter referred to as "Local 5055" as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other terms and conditions of employment of all Registered Nurses employed by the Hospital as Staff Nurses and/or Charge Nurses employed on either a full-time or part-time basis excluding per diem nurses as defined and set forth in the State Labor Relations Board Decision and Direction of Election, dated May 27, 1969, Case #E-1745, and as amended by the "Certification of Results of Election" issued by the National Labor Relations Board on December 12, 1975 in Case No. 1-RC-14,062 and as amended by the National Labor Relations Board on June 25, 1982, in Case No. 39-AC-12.

### ARTICLE II DEFINITIONS

Section 1. The term "Staff Nurse" as used in this agreement refers to any nurse licensed by the State of Connecticut as a Registered Nurse employed by the Hospital in a position involving the providing of nursing care to patients of the Hospital.

Section 2. The term "Charge Nurse" as used in this agreement refers to a "staff nurse" who assumes responsibility for the direction of a patient care unit on any shift for the administration and ministrations of nursing care to the patients in the unit for two (2) hours or more on any shift, and who, during such any two (2) hours, is under the direction of the Senior Vice President-Patient Care Services or his/her designee. The Hospital reserves the exclusive right to create, merge, discontinue or otherwise change nursing units/areas. The question of charge nurse pay for all new unit/areas of newly created units must be by mutual agreement. Only for the purpose of determining who is eligible to charge nurse premium, the following will be designated as patient care units:

- a) Special Care Unit
- b) 2 East
- c) Family Birthing Center
  - 1. OB
  - 2. NICU
- d) Third North
- e) Behavioral Health Inpatient Unit
- f) Emergency Department
- g) PACU (1<sup>st</sup> and 2<sup>nd</sup> shifts only)
- h) Critical Care Suite
- i) Operating Room (1<sup>st</sup> & 2<sup>nd</sup> shift team leader)
- j) 3 West
- k) AMU
- l) ASU
- m) GI Lab

Section 3. The term "full-time nurse" as used in this agreement refers to a "staff nurse" who is regularly scheduled to work at least 35 hours per week exclusive of meal time. For health insurance benefits only, a registered nurse who is budgeted for 32 or more hours per week, exclusive of meal time, shall be considered a full time nurse.

Section 4. The term "part-time nurse" as used in this agreement refers to a "staff nurse" (who is not classified as a "full-time nurse" as defined above), who regularly works less than 35 hours per week.

Section 5. A per diem nurse is one whose hours are not guaranteed and is not regularly scheduled. Per diem nurses will be required to maintain and improve their clinical skills and competence. The following procedures will be used before calling per diem nurses:

a) A list of vacancies in the schedule will be posted in individual nursing units six (6) weeks in advance. A per-diem nurse may be picked up for posted vacant shifts with the provision that up until twenty-one (21) days before a scheduled work shift, a qualified part-time nurse may bump a per-diem nurse. It is understood that part time nurses will not sign up for the vacant slots if such would result in overtime, unless approved in advance by the Hospital.

b) In the event a nurse calls off less than fourteen (14) days prior to his/her scheduled work day, or in emergency situations where no nurse has been scheduled, the Hospital will call those part time nurses who have volunteered to be available. In this regard, to facilitate scheduling, part time nurses must refuse or accept such offer to work the vacant slot within a reasonable, but brief time after the offer is made. In the event there are insufficient volunteers to fill vacancies, the Hospital may fill same with per diems, temporaries, agency or travel nurses.

c) It is not the intent of the Hospital to have a per diem, temporary, agency or travel nurse bump a regularly scheduled nurse from his/her regularly scheduled work location. However, the parties recognize that in compelling circumstances, such may be unavoidable in order to satisfy patient needs.

Section 6. A "temporary nurse" is one who is employed by the Hospital on a temporary basis.

Section 7. An "agency nurse" is one who is employed by an outside agency on an as-needed basis.

Section 8. A "travel nurse" is one who is employed by an outside agency for a contracted period of time.

Section 9. For the purposes of this agreement, the "straight time hourly rate" shall be the basic rate paid to each nurse for each hour worked during the regularly scheduled work period, exclusive of any premium payments specified in Article VII hereof, and exclusive of the Supplement paid to Fee-for-Service nurses set forth in Article VIII, Section 9.

Section 10. The term "regular pay" as used herein will be understood to refer to a nurse's straight time hourly rate plus shift differential for the purpose of paid leave (holiday and vacation) pay for those nurses permanently assigned to off shifts.

Section 11. The Hospital agrees that bargaining unit members do not, under the presently assigned duties, perform any supervisory duties.

Section 12. Fee-for Service nurses. The term Fee-for-Service nurses shall describe those Full-time and Part Time I Registered Nurses who agree in writing to waive participation in all health and welfare benefit plans (but not including retirement), who provide proof of alternate insurance coverage as the Hospital may require, and who meet such other eligibility requirements as may be specified from time to time in plan documents and regulations.

### ARTICLE III MANAGEMENT RIGHTS

Section 1. Except to the extent expressly abridged by a specific provision of this Agreement, the Hospital reserves and retains, solely and exclusively, all rights and authority to operate, manage and administer the Hospital, including all such rights and authority as existed prior to the execution of this Agreement. The sole and exclusive rights and authority of the Hospital which are not abridged by this Agreement shall include, but are not limited to its rights and authority to establish or continue its policies, practices, rules, regulations and procedures and, from time to time, to change or abolish such policies, practices, rules, regulations and procedures. The Hospital can make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, discipline, safety and the effective delivery of quality care and standards of quality performance.

Section 2. All nurses covered hereby will be required to abide by and adhere to all Hospital written rules and policies so as to assure best possible patient care and the efficient operation of the Hospital.

Section 3. No nurse covered by this Agreement shall sponsor, promote, authorize, engage in, condone, encourage or participate, in any slowdown, refusal to work, work stoppage, strike, or other unlawful concerted activity. Only the question of whether a particular nurse or nurses engaged in any such conduct violative of this provision shall be subject to the Grievance Procedure herein. Any nurse discharged or otherwise disciplined under this clause will receive written notification of such by the Hospital and such nurse will have the right to institute such grievance at Step 3 of the Grievance Procedure. Any nurse found to have violated this provision may be discharged or otherwise disciplined without recourse to the Grievance Procedure herein.

Section 4. The Hospital agrees that it will not lock out its nurses during the term of this Agreement.

#### ARTICLE IV ROLE AND RESPONSIBILITY OF THE STAFF NURSE

Section 1. It is mutually agreed that the Role and Responsibility of the Staff Nurse with respect to nursing care of the patient includes, but is not limited to:

- a. The practice of nursing by a Registered Nurse is defined by the Connecticut Nurse Practice Act, 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.
- b. Role and Responsibility of the staff nurse is to meet the current American Nurses' Association Standards of Clinical Nursing Practice and as they may be modified from time to time.
  1. Collect data about the health status of the patient and record in a systematic and continuous manner.
  2. Derive nursing diagnoses from health status data.
  3. Plan nursing care including goals derived from nursing diagnoses.
  4. Plan of nursing care includes priorities and the prescribed nursing approaches or measures to achieve the goals.
  5. Provide for patient and family participation in the health promotion, maintenance, and restoration.
  6. Assist the patient to maximize his health capabilities.
  7. Determine and evaluate, in cooperation with the patient, the progress or lack of progress towards goal achievement.
  8. Reassess previous goals, reorder priorities, set new goals, and revise the plan of nursing care.

9. Be familiar with the health resources available in the community and Hospital, identify the need for continuity of care and initiate and/or institute the appropriate action to meet this need.
10. Concern themselves with mastering scientific knowledge as well as tasks, so that they can effectively manage the clinical process of nursing.

## ARTICLE V COMMITTEES AND COUNCILS

### Section 1: Nurse Recruitment and Retention Committee

In recognition of the nursing staff's ability to provide unique input into the establishment of strategies and tactics designed to recruit and retain qualified nursing staff, the existing ECHN Nurse Recruitment and Retention Committee will include no less than five (5) bargaining unit employees who, to the extent possible, are from different shifts and units and who are mutually agreed by the Union and the Hospital will serve on the committee.

A subcommittee of ECHN's Recruitment and Retention Committee will assist with the nurse staffing plan consistent with the requirements of Connecticut Public Act 08-79, i.e. a plan that promotes a collaborative practice in the Hospital that enhances patient care and the level of services provided by nurses and other members of the Hospital's patient care team. The nurses will be paid their straight-time hourly rate while attending such meetings.

### Section 2: Nursing Quality Council

In recognition of the nursing staff's ability to effectively participate in the development of patient-care quality standards and measurement tools, the existing ECHN Nursing Quality Council will include no less than four (4) bargaining unit nurses. The nurses must represent a cross section of nurses at the hospital. The nurses will be paid their straight-time hourly rate while attending such meetings.

### Section 3: Labor Management Committee

In an effort to promote collaboration, cooperation, respect and positive labor relations, the parties agree to form a Labor Management committee.

The Hospital and the Union will have a labor management meeting once each calendar quarter, or as often as mutually agreed, to communicate issues or concerns related to wages, hours and other conditions of employment. Among the issues that may be discussed are issues related to staffing. Representatives of the Labor Management Committee may report their conclusions and recommendations to the Nurse Recruitment and Retention Committee as it relates to staffing.

The Labor Management Committee will consist of both the Senior Vice President, Patient Care Services (or his/her designee) and the President of the Union (or his/her designee), and a standing committee of up to three (3) others, or more, if mutually

agreed. The nurses must represent a cross section of nurses at the hospital, with no more than one (1) nurse from any one unit. The nurses will be paid their straight-time hourly rate while attending such meetings. Before the meeting, each party will communicate in writing any proposed agenda items. The parties will discuss and agree to the agenda at least three days before the meeting. If based on the agenda the Hospital has confidentiality concerns, the Union agrees to discuss with the Hospital reasonable accommodations to those concerns.

Any agreements reached will be reduced to writing and signed by both parties. No provision in this Article will limit or alter any provision of this agreement or the Hospital's management rights. Topics and discussions will not constitute bargaining as defined by the National Labor Relations Act, unless mutually agreed to by the parties.

#### Section 4: Negotiations

A maximum of five (5) nurses who, to the extent possible, are from different shifts and units will be compensated for any loss of pay incurred by them when they attend meetings to negotiate a new contract between the parties which are during their regular shift hours and for which they are not otherwise compensated. The fifth (5<sup>th</sup>) nurse will be compensated only if the fifth (5<sup>th</sup>) nurse is not from the same nursing unit(s) (as defined in Article XXVI of this Agreement) represented by the other four (4) nurses. The Unit President or his/her designee will notify the Nurse Manager/Designee at least five days in advance of any scheduled negotiating meetings of the five (5) nurses to be relieved from duty and compensated. Upon request of the Unit, the Chief Clinical Officer or designee may waive part or all of the five-day notice period.

### ARTICLE VI HOURS OF WORK AND SCHEDULES

#### Section 1. Work schedules shall be as follows:

- a. Full-time staff nurses shall be regularly scheduled for at least a thirty-five (35) hour work week exclusive of mealtime and the normal work day for all staff nurses shall be eight (8) hours per day exclusive of mealtime.
- b. In view of the existing problems in providing the necessary nursing coverage, changes in schedules may be made by the Hospital as nursing needs require after consultation with the President of Local 5055 or his/her designee.

Section 2. All staff nurses who work (5) or more hours during a work day shall receive a rest period (coffee break) on or off his/her unit as determined by her immediate supervisor.

Section 3. Staff schedules, which shall include scheduled days off, will be posted at least four (4) weeks in advance. Every effort will be made by both parties to adhere to such schedules. Any staff nurse seeking a change in her schedule must submit such a request in the electronic staffing and scheduling program at least five (5) weeks in advance of the requested day and will obtain the written approval of the Nurse Manager. Answers to such

requests shall be given within two weeks after the request is made via the electronic staffing and scheduling program. For units that have not yet formally transitioned to said program, the nurse shall continue to submit and receive responses in writing until the unit has fully transitioned to the said program and the nurses have been notified.

Section 4. Staff nurses will be expected to accept floating assignments to units to which they are not normally assigned.

Section 4(a). Orientation will be provided to units within the Hospital not normally worked by the Nurses. The Nursing Education Department will contribute to the orientation of nurses and the Nursing Education Department will take into account the training, education and experience of each individual nurse in providing such orientation. Nurses will not be required to float to another unit until completion of the orientation process.

Section 5. When a Nurse is unable to report to work due to a severe weather emergency such Nurse shall 1) be permitted to use either a vested vacation day or holiday, or 2) not be paid. This decision shall be mutually agreed upon between the Nurse and the Senior Vice President-Patient Care Services or designee.

Section 6. Bearing in mind the needs of the Hospital, particularly the number of nurses the Hospital determines it needs to properly staff the Hospital, the parties hereby agree that the following principles will apply for weekend scheduling:

a. Contingent upon the availability of a number of nurses for the Hospital to properly staff the Hospital during the weekends, the Hospital will continue to schedule nurses to work no more than two (2) out of four (4) weekends unless requested by a staff nurse.

b. Nurses scheduled to work on a weekend shall be required to meet their schedules unless arrangement for a replacement has been made by the nurse involved and approved by the Nursing Manager/Designee at least twenty-four (24) hours prior to the start of the scheduled weekend duty. Nurses who fail to arrange for an acceptable substitute and/or fail to work their assigned weekend duty place an unfair burden upon those nurses who do work their assigned weekend duty and accordingly may be subject to corrective action in accordance with Article XIX (2) for failing to meet this obligation. The Federation and its members will actively cooperate with the Hospital to insure that the Hospital's needs for weekend duty are met. Emergency situations will be handled directly with the Nurse Manager or Designee.

Section 7. All staff nurses are required to work their scheduled hours unless other arrangements for substitute service has been made which such arrangement is approved by the Senior Vice President-Patient Care Services or his/her designee.

Section 8. There shall be no permanent mandatory rotation of shifts without prior consultation with the Unit.

Section 9. Flexible Shift Positions. The normal starting and ending time for a flexible shift on a unit or units will be determined by the Hospital after consultation with the staff and the Federation. The flexible shift hours will then be posted, and nurses will have the

opportunity to volunteer for such flexible shift. Initially, in making its selection of volunteers to fill such flexible shift positions, preference will be given first to nurses working in the unit, and then to nurses throughout the Hospital, in accordance with Article XVII. However, once a nurse is selected to fill a flexible shift position, the nurse must remain in such position for a minimum of six (6) months or until the Hospital terminates such flexible shift, whichever is sooner. If the Hospital is considering terminating a flexible shift, the Hospital will first discuss such termination with the Federation.

If the Hospital terminates a flexible shift, the Hospital shall return any nurse on such terminated shift to his/her former shift schedule, (and to his/her unit if a vacancy exists). However if the nurse on a terminated shift had not worked previously in another shift at the Hospital such nurse will be allowed to apply for any other vacancy in accordance with ARTICLE XXV.

Once a flexible shift in the unit has been established and staffed, vacancies on such flexible shift will be filled in accordance with ARTICLE VII, Section 3.

If the Hospital decides to institute flexible shift schedules, it will, after consultation with the Federation post such flexible shift schedule. Any such new schedule will provide for a shift premium in accordance with ARTICLE VII, Section 3(f).

#### Section 10. Shift Cancellation

- a. Due to the unpredictability of the Hospital and/or Unit census on a day-to-day basis, the Hospital reserves the right to relieve nurses from a scheduled shift in the following order:
  1. Agency nurses
  2. Nurses on the call off list.
  3. Nurses who volunteer to be relieved
  4. Temporary nurses
  5. Per Diems
  6. Nurses who are working an extra shift.
  7. Travel Nurses
  
- b. Nurses who are asked to volunteer to take their regularly scheduled shift off will have the option of cross-training in another unit within the Hospital which has been agreed upon by the Hospital and the nurse in question and provided further that a non-orientating nurse is on duty and available to cross train such R.N. If there is an insufficient number of volunteers to take the shift off or if the cross training on another unit cannot be accommodated the Hospital shall make a written record of the date, shift and unit on which this occurred. In the event there are three (3) such recorded instances of an insufficient number of regularly scheduled nurse(s) to volunteer to either take the shift off or to cross train in another unit in any thirteen(13) week period, the Hospital may, when the need to reduce staff arises, relieve the regularly scheduled nurse from his/her shift on a fair

rotating basis after exhausting step 1 through 5, above. Nurses shall not be involuntarily relieved from a regularly scheduled shift more than two (2) times per calendar quarter.

- c. The Hospital will provide the nurse with as much notification as possible of a shift cancellation, but in no case later than two (2) hours before the beginning of the shift;
- d. If the Hospital attempts to but is not able to contact a nurse who is working an extra shift to cancel such shift, the nurse may be asked to leave when he/she reports to work.
- e. Cancelled nurses may use vested paid leave or may elect not to get paid. If a nurse elects not to get paid, such unpaid hours will be regarded as "hours paid" when calculating paid leave time in Article XI, Section 4 and Article XII Section 1(a). When paid leave time is used for cancelled shift, such cancelled shifts will be considered as time worked for overtime purpose only.
- f. When nurses take unpaid time off, such unpaid time does not count for pension purposes.

## ARTICLE VII PREMIUM PAY

### Section I.

#### Overtime Premium

- a. When a nurse works nine (9) or more consecutive hours, he/she shall be paid one and one-half (1-1/2) times his/her regular straight time hourly rate for all time after the first eight (8) hours.
- b. A nurse shall be paid one and one-half (1-1/2) times his/her regular straight time hourly rate for all hours worked in excess of forty (40) hours in a period commencing Sunday at 7:00 A.M. and terminating the next Sunday at 6:59 A.M.
- c. A nurse who works a regularly scheduled shift longer than eight (8) consecutive hours, is eligible to receive overtime pay retro to all consecutive hours worked past the regularly scheduled shift, if the nurse works at least one (1) hour or more beyond that regularly scheduled shift.
- d. A paid holiday or vacation specified hereunder falling within an employee's work week shall be considered as time worked for the purpose of computing overtime hereunder. Pay in lieu of compensatory time off for a holiday shall not be considered as time worked for the purposes of computing overtime.

- e. The Fee-for-Service \$2.50 per hour supplement shall be added to the base pay of fee-for-service nurses for the calculation of overtime as required by law only.

Section 2. Charge Nurse Premium

Any staff nurse who is assigned as a charge nurse for two (2) or more consecutive hours per shift, shall receive a charge nurse premium, which, during the life of this contract, shall be One Dollar and Fifty Cents (\$1.50) per hour for each hour worked as a charge nurse during such shift. Registered Nurses with charge rates greater than One Dollar and Fifty Cents will be frozen at their current rate and paid a converted flat rate from their percent charge rate as of January 1, 2012.

Section 3. Shift Premium

- a. A shift premium of \$4.50 per hour shall be paid to each full and part-time nurse for each hour such nurse works on the second shift for registered nurses hired on or after 10/1/08. Registered nurses hired before 10/1/08 will be paid a converted flat rate from their percentage differential rate as of 9/28/08.
- b. A shift premium of \$6.00 per hour shall be paid to each full and part-time nurse for each hour such nurse works on the third shift for registered nurses hired on or after 10/1/08. Registered nurses hired before 10/1/08 will be paid a converted flat rate from their percentage differential rate as of 9/28/08.
- c. Whenever a nurse who has worked the day shift is scheduled to continue working beyond their regular hours (7:00 - 3:30), for at least one hour or more, such nurse shall receive second shift premium for those hours in excess of the normal day shift.
- d. Whenever a nurse who has worked the second shift is scheduled to continue working beyond their regular shift hours (3:00 - 11:30 p.m.), for at least one hour or more, such nurse shall receive third shift premium for those hours in excess of the normal second shift.
- e. Whenever a nurse who has worked third shift is scheduled to continue working beyond their regular shift hours (11:15 p.m. - 7:15 a.m.), that nurse shall continue to receive third shift premium for up to one hour beyond the end of the normal third shift; the third shift premium will stop at 8:15 a.m.
  - f(i). Whenever a nurse's regular shift hours are not as outlined above and the majority of hours occur during a premium shift, and are after 4:00 P.M., then the nurse shall receive the appropriate shift differential for all of the scheduled hours. Appropriate hours is defined by the majority rule.
  - f(ii). Whenever a nurse's regular shift hours are not as outlined above and three and one-half (3.5) hours occur during a premium shift, then the nurse shall receive

the appropriate shift differential for each hour worked during the premium shift. (For example, a nurse that works 3 pm – 3am will receive eight (8) hours of evening differential and 4 hours of night differential).

Section 4.                      Weekend Premium

A weekend premium of \$6.00 per hour shall be paid to each full and part-time nurse for each hour such nurse works for registered nurses hired on or after 10/1/08. Registered nurses hired before 10/1/08 will be paid a converted flat rate from their percentage differential rate as of 9/28/08. For the purposes of this provision, a weekend shall be deemed to commence at 11:15 p.m. (7:15pm for third shift 12 hour employees). Friday on the third shift and end on Sunday with the end of the second shift at 11:30 p.m. (7:15 pm for the third shift 12 hour employees).

Section 5.                      Special Weekend Bonus

A nurse shall receive, in addition to the weekend premium, a special weekend bonus of Fifty Dollars (\$50.00) for each full eight (8) hour weekend shift the nurse works over the required four weekend shifts out of eight weekend shifts set forth in Article VI, Section 6(a), when such extra weekend is worked at the request of the Hospital.

In addition to this special weekend bonus, the Union agrees that the Hospital, in its sole discretion, may elect to implement, modify and terminate other and different bonuses (not limited to weekend bonuses) as the Hospital may from time to time offer to its nurses to induce those nurses to work extra shifts. In the event the Hospital wishes to implement, modify or terminate such program(s), the Union agrees that the Hospital is not obligated to consult or bargain with the Union prior to such action.

Section 6.                      On Call.

Staff nurses on call shall receive seven dollars (\$7.00) per hour for each hour they are on call. The hourly on call payment continues during the on call period and is in addition to the pay for the hours actually worked by the nurse. Such staff nurses who are called to work shall receive, during the period they are at work, their straight time hourly rate, plus shift and overtime premiums, when applicable. Nurses shall receive a minimum of two hours pay when they work pursuant to being called in. Units that have an on-call requirement as a regular part of the job duty are Surgical Suite Department, Family Birthing Center and G.I. Lab. In all other units, the Hospital may ask a nurse to be on call on a voluntary basis. Voluntary on-call shall be paid the established on-call rate.

Section 7. Nurses who are called into work for special procedures during unscheduled hours shall receive, during the period they are at work, their straight time hourly rates, plus shift and overtime premium, when applicable. Such nurses shall receive a minimum of two (2) hours pay when they work pursuant to being called in.

Section 8. Nurses requested by the Nursing Office with less than twenty-four (24) hours notice to work unscheduled hours will receive an additional One Dollar (\$1.00) per hour for

each hour actually worked plus applicable shift and overtime premiums. This Section shall be inapplicable to on-call nurses and to those part-time nurses who qualify for eight (8) hours pay at time and one-half under Article VII, Section I (a). This Section shall be inapplicable to Nurses who are requested by the Nursing Office 24 or more hours in advance and the Nurse agrees to the request with less than twenty-four (24) hours to go.

## ARTICLE VIII SALARIES

Section 1. A nursing market analysis will be completed annually. Registered Nurses who fall below the market will be adjusted to the minimum no later than the first full week in January. A newly hired Registered Nurses (except for fee for service workers and nurses working a modified Baylor-type schedule) will not be paid at a base hourly rate greater than those paid to currently employed nurses with comparable experience. The maximum hourly range shall be subject to market analysis performed on an annual basis.

Section 2. (a) Effective the beginning of the pay period that includes June 30, 2012, and the pay period that includes October 31, 2012, all Registered Nurses (excluding those nurses working a modified Baylor-type schedule) below the current maximum hourly rate of \$45.62 shall receive a 1.5% base increase to their hourly rate.

Section 2 (b) Registered Nurses that exceed the maximum hourly wage shall receive a lump sum payment the equivalent of a 1.5% wage increase, to be prorated on average hours worked in the preceding year.

Section 2 (c) Registered Nurses who reach the maximum of his/her range after receiving a portion of their increase will receive the remaining portion as a lump sum.

Example: RN reaches the max of the nursing range with a .5% hourly increase. The remaining 1% will be paid out in a lump sum.

Section 3. All wage increases are contingent upon the Registered Nurse not receiving an unsatisfactory evaluation and not being placed on probation.

Section 4 Effective October 1, 2012 full-time Clinical II Registered Nurses shall receive a flat rate annual reward of \$1000 payable in quarterly payments of \$250 each, the first such quarterly payment to occur on or about October 1, 2012. Part-time Clinical II Nurses' reward shall be prorated.

Section 5. Effective October 1, 2012 full-time Clinical III Registered Nurses shall receive a flat rate annual reward of \$2000 payable in quarterly payments of \$500 each, the first such quarterly payment to occur on or about October 1, 2012. Part-time Clinical III Nurses' reward shall be prorated.

Section 6. In determining where a nurse shall initially be placed on the salary scale, the Hospital reserves the right to take into account the previous experience of any nurse.

Section 7. Annually, each nurse who has served in the Hospital for fifteen (15) or more years as of December 1st, shall receive longevity pay, by separate check, on the first payday in December. The amount of such longevity pay shall be Two Hundred and Seventy Five (\$275).

Section 8. Commencing on January 1, 1999, nurses will be paid on Friday, and at some time during the term of this Agreement nurses may be paid on a bi-weekly basis, rather than weekly. The Hospital will give at least thirty (30) days notice prior to the change from weekly to bi-weekly pay.

Section 9. Fee-for-Service nurses as defined in Article II, Section 12, who sign a Fee-for-Service Eligibility Waiver, shall receive a \$2.50 per hour fee-for-service supplement in addition to the nurses' rate of pay for waiving participation in all health and welfare benefit plans (but not including retirement program) offered by the Hospital. This supplement shall begin to be paid effective with the first day of the month occurring 60 days after hire or upon change in benefit eligibility status as defined below.

- A. Eligibility. Fee-for-Service eligible positions are defined as follows:
  - 1. Full-time RN's (at least 35 scheduled hours per week)
  - 2. Part-time 1 RN's (29-34.99 scheduled hours per week)
  
- B. Change in benefit eligibility status will be determined as outlined below:
  - 1. New hires become benefit eligible and if applicable, Fee-for-Service eligible on the 1<sup>st</sup> of the month following 60 days of employment.
  
  - 2. For existing employees, except in case of a qualifying life event as defined by law, Fee-for-Service status may be selected or deselected annually only during the period when open enrollment in the Hospital's health and welfare plans takes place.
  
  - 3. For employees who have completed 60 days of employment, transfers from regular non-benefit eligible status (part-time less than 20 scheduled hours per week) to benefit eligible status (scheduled 20 or more hours per week) or a Fee-for-Service eligible status (29+ scheduled hours per week) become effective the 1<sup>st</sup> of the month following the date of the status change. In case of a transfer from a Full-time or Part-time 1 position to a Part-time 2 position, the Nurse is benefit eligible but not Fee-for-Service eligible. In the case of a transfer to a position scheduled for less than 20 hours per week, the nurse will not be Fee-for-Service eligible or benefits eligible, but a nurse who was receiving benefits may continue benefits through COBRA. In the case of a transfer from per diem status to regular benefit eligible status and, if applicable, Fee-for-Service eligible status, the change in benefit status becomes effective on the 1<sup>st</sup> of the month following 60 days of the status change.

4. Transfers from a Fee-for-Service eligible status to a non-Fee-for-Service eligible status become effective upon the end of the month in which the nurse's status changes.
5. A rehire will become benefit eligible and/or Fee-for-Service eligible on the 1<sup>st</sup> of the month following their rehire date as long as she/he was benefit eligible within one year prior to the rehire date. Rehires who were not benefit eligible within one year prior to the rehire date, will become benefit eligible (and, if applicable, Fee-for-Service eligible) on the 1<sup>st</sup> of the month following 60 days from their rehire date.

Fee-for-service status, and payment of the \$2.50 per hour supplement, shall continue provided the nurse maintains eligibility as described in the above section (unless the nurse elects to commence coverage under any of the health and welfare benefit plans offered by the Hospital after a qualifying life event as permitted by law). This \$2.50 supplement shall not be included in the Fee-for-Service Nurse's base rate except for the calculation of overtime as required by law, nor shall it be added to paid time off pay or calculations. Except in case of a qualifying life event as defined by law, Fee-for-Service status may be selected or deselected annually only during the period when enrollment in the Hospital's health and welfare benefit plans takes place.

Section 10. An annual "Certification Bonus" in the form of a flat payment of \$250 will be paid to registered nurses whose control hours per week are twenty (20) or more and who receive or maintain certification in one of the following areas from an organization approved by the Senior Vice President - Patient Care Services or her designee. Additional certifications may be added at the discretion of the Senior Vice President of Patient Care Services. Such Certification Bonus will be paid for only one certification in any twelve-month period. Requests for Certification Bonus will be aggregated and paid during Nurses' Week at the time the payment is generated. Part-time nurses whose control hours per week are less than twenty (20) will receive a Certification Bonus of \$125.

CGRN	Certified Gastrointestinal Registered Nurse
CIC	Certified in Infection Control
CNA	Certified in Nursing Administration
CNAA	Certified in Nursing Administration, Advanced
CNN	Certified in Nephrology Nursing
CNOR	Certified Nursing Operating Room
CPAN	Certified Post Anesthesia Nurse
CRNH	Certified Registered Nurse in Hospice
CRNI	Certified Registered Nurse Intravenous
CWOCN	Certified in Wound, Ostomy, Continence Nursing
A-CCC	Advanced Certification in Continuity of Care
RNC	Registered Nurse Certified in: Continuing Education and Staff Development, Inpatient OB, Medical Surgical Nursing, Mental Health Nursing, Neonatal and Prenatal Nursing, Geriatric Nursing
IBCLC	International Board of Certified Lactation Consultants
ONC	Oncology Nurse Certified

OCN	Orthopedic Certified Nurse
LCCE	Lamaze Certified Childbirth Educator
CAPA	Certified Ambulatory Peri-Anesthesia Nurse
CCM	Certification in Case Management
CCRN	Critical Care Registered Nurse
CDE	Certified Diabetes Educator
CEN	Certified Emergency Nurse
CPHQ	Certified Professional in Healthcare Quality
CNM	Certified Nurse Midwife
AE-C	Certified Asthma Educator
NBHPC	National Board Certified Hospice and Palliative Care

ARTICLE IX  
EVALUATIONS

Staff nurses will be evaluated each year within 30 days of the nurse's review date. This will be in the form of a written report and will be discussed with the individual. Each nurse will be given the opportunity and encouraged to make written comments on the evaluation sheet. Evaluation forms will provide a space for a nurse's signature. A copy of the evaluation will be given to the nurse at the time of the evaluation conference. All evaluations will become a part of a nurse's permanent record.

ARTICLE X  
FEDERATION ACTIVITY

Section 1. Dues Deduction /Agency Fees

The Hospital agrees to accept a written authorization form from a Registered Nurse covered under the terms of this Agreement for the purpose of paying annual membership dues or agency fees. Such authorization is revocable at will and at any time by providing to the Senior Vice President of Human Resources a written indication. Dues will be deducted from each paycheck and forwarded to the Unit Treasurer on a monthly basis by the 1st of each month.

The Senior Vice President of Human Resources will send notices of dues revocation to the Unit Treasurer on a monthly basis by the 1st of each month.

Section 2. Information

The Hospital shall provide the Union, on a monthly basis, with the Monthly Report of Nursing Union Members. This report will include the nurses' name, department, control hours, dues status, hourly wage rate, address, and phone number. The Hospital shall also provide the Union with a copy of offer letters that have been accepted by new hires within one week after their date of hire.

Section 3. Federation Visitation Rights

An authorized representative of the AFTCT shall, after making arrangements with Senior Vice President of Human Resources or his/her designee, have admission to the Hospital for the purpose of administering this Agreement. The Senior Vice President of Human Resources shall designate the place of any conference between the AFTCT representative and employee. The duration of any such visitation or conference shall be subject to the needs of the Hospital and shall not interfere with patient care or the operation of the Hospital.

Section 4.      Bulletin Boards

Nine (9) bulletin boards located in Ground Central, E.D./Lab, ASC, OR, 3rd North, FBC, 2 East, 1 East and Mental Health, shall be provided by the Hospital with the understanding that only professional items in good taste shall be posted. In addition, if the Hospital installs new time clocks in nursing locations other than those set forth above, the Federation may install additional bulletin boards at those locations. If in the judgment of the Hospital, the material posted is not as set forth herein, these materials shall be subject to prior approval by the Senior Vice President of Human Resources.

Section 5.      Federation Security

All nurses covered under this agreement, who are members of Local 5055 as of October 1, 2005, and all nurses covered under this agreement who become members thereafter, shall remain members in good standing, to the extent of paying uniform dues and initiation fees, as a condition of employment. During the last 30 days of this agreement (December 2, 2014 through and including December 31, 2014), nurses covered by this agreement who are members of Local 5055, may resign from Local 5055 by so notifying in writing, Local 5055 and the Hospital. Nurses hired on or after October 1, 2005, who do not become or continue to be Federation members will be required to pay through payroll deduction the agency fee as set by the Federation as a condition of continued employment.

The AFTCT agrees to indemnify, defend, and hold the Employer harmless from any action of any description arising out of the Hospital's compliance with the Article.

Section 6. The Administration will inform each new hire that the Union represents staff nurses at the Hospital. During the new hire orientation program, at a time mutually convenient to the Union and the Hospital, the Union may meet with the new hires and may give them a copy of the contract and a list of Union officers and Union representatives (including phone numbers). A new hire may request a copy of the contract from the Hospital.

ARTICLE XI  
HOLIDAYS

Section 1      The following days shall be recognized as holidays by the Hospital for premium pay purposes:

New Years Day	Independence Day
Good Friday or Easter Sunday (at the discretion of the Hospital)	Labor Day
	Memorial Day

Thanksgiving Day  
Three (3) Floating Days

Christmas Day

Section 2. Nurses who are not scheduled to work during any holiday shall receive the following as holiday pay:

- a) Full-time nurses shall receive eight (8) hours pay from their paid leave bank for each of the above holidays. Pay shall be at their regular hourly rate.
- b) Part-time nurses shall be compensated at their regular time hourly rate on a prorated basis to the nearest tenth of an hour as computed through a continuing moving average which includes the week prior to the holiday.

Section 3. Nurses on duty on any holiday shall be compensated as follows:

- a) Full- and part-time nurses shall receive time and one-half their regular hourly rate for each hour worked, except that Christmas and New Year's Holidays shall be paid at double time their regular hourly rate, with no deduction from their paid leave bank for the holiday worked. Paid Leave time off for the holiday may be taken at a time mutually agreeable with the Nurse Manager and the Nurse.
- b) The holiday hours for all holidays, other than Christmas and New Year's Day, will be from 11:00 p.m. the day before the holiday until 10:59 p.m. of the holiday.
- c) The holiday hours for Christmas and New Years will be from 3:00 p.m. December 24 until the end of the second shift at 11:30 p.m. on December 25, and from 3:00 p.m. on December 31 until the end of the second shift at 11:30 p.m. on January 1 respectively. If a nurse works two shifts during this 32 hour period, he/she shall be entitled to a holiday premium payment as previously described in Article XI, Section 3(a).

Section 4. Holiday Credits. Nurses shall be frontloaded holiday credits into their Paid Leave Bank at the rate of .03846 hours based upon their average hours worked or budgeted hours (whichever is greater) in the past 52 weeks not to exceed forty (40) hours. (Greater of average hours or budgeted hours x .03846 x 52 = Holiday Credits).

Section 5. Nurses who work in departments which are normally scheduled to work on holidays will be scheduled to work every other holiday.

## ARTICLE XII PAID LEAVE

Section 1(a). All full time nurses and part time nurses who work or who are scheduled to work sixteen (16) or more hours per week will be allotted Paid Leave (Hourly Vacation Credits) based upon their average hours worked in the past 52 weeks not to exceed forty

(40) hours per week or based upon their budgeted hours (whichever is greater) in accordance with the following schedule:

Hourly Vacation Credits		
<u>Length of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Annual Accrual</u>
0 through 4 years	.03846	80 Hours
5 years to 9 years	.05769	120 Hours
10 through 14 years	.07692	160 Hours
15 through 19 years	.08077	168 Hours
20 through 24 years	.08847	184 Hours
25 or more years	.09231	192 Hours

Section 1(b). Nurses shall be eligible to take earned paid leave upon completion of their probationary period.

Section 1(c). A day's paid leave shall be based on the employee's "regular" daily hours worked.

Section 2. Paid Leaves shall be scheduled on the basis of the staffing needs of the Hospital and the nurses' preferences. When a conflict arises between two or more employees who have a conflict concerning the choice of vacation dates, the unit will use the Collaborative Conflict Resolution Process that was developed during the 2008 negotiations. All-nurses desiring vacations during prime time must submit their requests in writing to the Nurse Manager no later than February 15. Notification regarding requests for vacation in prime time shall be distributed by the Nurse Manager no later than April 8th. Vacation requests in excess of two weeks during prime time will be considered and may be granted if staffing levels permit.

Except in prime time, nurses may be able to take their total vested vacation consecutively on a "first come - first serve" basis. For purposes of this Section, the Hospital's Special Care Zone and its Family Birthing Center shall each be deemed an "individual unit". "Prime time" is defined as the last two weeks of June, the months of July, August and the first two weeks of September.

Approved vacations are granted from Sunday through Saturday. Nurses shall not be responsible for finding floor coverage during approved vacations that are granted prior to the schedule being posted. If a request is less than 4 weeks in advance or is for a weekend shift not included in an approved vacation, nurses must obtain their own coverage, within their own level.

Section 3. Paid Leave cannot be carried over from one fiscal year to the next fiscal year. The fiscal year begins with the week that contains the date October 1<sup>st</sup> and ends the last full week of September.

Section 4. Effective October 2012, nurses' Paid Leave banks will be frontloaded calculated as follows: Average hours worked (not to exceed 40 hours) x .03846 x 52 weeks (Holiday Time total) **PLUS** average hours worked (not to exceed 40 hours) x Hourly Vacation Credits x 52 weeks (Vacation Time total). See Article XI, Section 4 and Article XII, Section 1(a).

**ARTICLE XIII**  
**SICK LEAVE**

Section 1. Effective January 1, 2012, nurses covered hereby with three (3) months or more of continuous service shall be entitled to take sick leave earned for illness, medical care, and preventive medical care of:

A. Immediate Family:

1. Self (employee)
2. Spouse (husband/wife)
3. Domestic Partner
4. Child (biological, adopted, legal ward, foster care, or person for whom employee stands in as "parent")
5. Other legally defined dependents living in the household.

Section 2. a) Full-time nurses and part time nurses who work an average of ten (10) or more hours a week in the most recent completed calendar quarter will earn sick leave credits based upon hours worked not to exceed forty (40) hours per week in accordance with the following schedule:

Length of Service	Hourly Sick Leave Credits Accrued Per Hours Paid	Maximum Annual Accrual
0 through 14 years	.0462	96 hours (12 days)
15 through 19 years	.0424	88 hours (11 days)
20 through 24 years	.0347	72 hours (9 days)
25 years or more	.0308	64 hours (8 days)

The maximum accrual any nurse may carry is a cumulative total of one hundred (100) days.

b) In no event shall part-time nurses use sick leave at a rate faster than it is being accrued.

c) Sick leave shall continue to accrue during unpaid leaves of absence of up to fourteen (14) days.

Section 3. Sick leave shall be paid at the straight time hourly pay not to include differentials.

Section 4. The Hospital shall reserve the right to require a doctor's certificate of illness.

Section 5. Nurses shall not accrue or earn any additional sick leave when they are on an unpaid leave of absence or leave for sickness without pay, except as defined in Section 2(c).

Section 6. Any Nurse who misses one (1) day of work or less (excluding funeral leave, qualified FMLA days and Jury Duty) in a fiscal year will receive one day's pay at his/her straight time hourly rate not to include differentials.

Section 7. Local 5055 of the Connecticut Federation of Educational and Professional Employees, being an association of professionals, does not and will not tolerate or condone the abuse of sick leave or the abuse of call-offs among its members. Local 5055 also recognizes that last minute or no notice of call-offs by a Nurse places an undue scheduling burden on the Hospital as well as extra work on remaining Nurses. Accordingly, the parties agree that Nurses will be encouraged to observe the following guidelines when calling in sick: a) one (1) hour prior notice if scheduled for the day shift; b) four (4) hours prior notice if scheduled for the second shift, and c) three (3) hours prior notice if scheduled for the third shift. Failure to adhere to such guidelines may subject a Nurse to discipline in accordance with Article XIX, Section 2. Exceptions may be made by the Hospital in the case of a verifiable excuse accepted by the Hospital.

#### ARTICLE XIV LEAVES OF ABSENCE

Section I. Non-probationary nurses will be entitled to the following leaves of absence:

A. Funeral Leave - Upon the death of a nurse's mother/step- mother/father/step-father, husband, wife, spousal equivalent, child/step-child, brother/step-brother, sister/step-sister, father-in-law, mother-in-law, grandmother, grandfather, grandchild, or person who has the nurse's household as his/her legal residence, a non-probationary nurse shall be entitled to three (3) days leave with pay providing such three (3) day period is taken within the five calendar days immediately following the day of death and providing the nurse is scheduled to work such days. In the event that the funeral service does not occur within three (3) days of the death, one (1) of the three (3) days may be taken at a later date to coincide with the actual funeral service. One (1) day leave of absence is provided to attend the funeral of an uncle, aunt, brother-in-law, sister-in-law, son-in-law or daughter-in-law, providing the nurse is scheduled to work such days. If staffing patterns permit, the Nurse Manager or designee may grant additional time off without pay for unusual circumstances.

B. Jury Leave - Where release from jury duty cannot be obtained, the Hospital will pay the difference between the individual's weekly earnings and payment received for jury

duty from the State of Connecticut or the United States Government as the case may be for time spent by an employee on such jury duty.

C. Military Pay - Nurses called to military duty in connection with National Guard, or reserve duty shall be compensated the difference between that which they receive from the military pay and their average weekly pay if the leave is for two (2) weeks or less. No compensation shall be made for any time spent in military duty in excess of two weeks.

D. Pregnancy Disability – Each employee who is disabled as the result of pregnancy will receive, for the duration of her period of disability, the compensation to which she is entitled as a result of her Illness Bank and Disability benefits to which she is entitled. Where the period of disability is in dispute, the Hospital may require another physician's opinion. The cost of such second opinion will be borne by the Hospital. All other leave issues will be resolved in accordance with the State and Federal Family Medical Leave Acts.

E. Unpaid Sick Leave - In cases of catastrophic or prolonged illness, additional sick leave in addition to paid sick leave will be granted by the Hospital. A catastrophic illness is an illness considered to be life threatening creating a shorter duration of life. However, such sick leave will be unpaid and will not be for a period in excess of six (6) months unless the Hospital, at its discretion, extends such time. Application, therefore, must be in writing with such proof as the Hospital may require. The following provisions shall apply to the above leave.

1. Upon expiration of such leave, the nurse will, if possible, be reinstated to a like or related position held before leave was granted.
2. Insurance benefits may be continued provided the employee pays premiums due in advance.
3. There will be no loss of:
  - (a) Accrued pension benefits
  - (b) Accrued vacation
4. No such unpaid additional sick leave will be granted unless the nurse will first have used all his/her own sick bank.
5. No benefits will be paid or accrued during the entire period of such leave except as qualified elsewhere in this contract.

F. Family and Medical Statutory Leave – The employer and employees each reserve their respective rights under the state and federal medical leave acts.

G. Unpaid Leave of Absence -The Hospital may at its discretion and in consideration of clinical and operational needs grant an employee's request for an unpaid leave of absence. All Leaves of Absence Without Pay shall not result in a loss of previously accrued benefits, but no benefits will be paid or accrued during the entire period of such leave except as qualified elsewhere in this contract.

H. Workers' Compensation Leave - Any nurse who has been on a leave of absence of less than six (6) months because of a compensable injury shall be reinstated to his/her former position provided he/she is capable of performing such work at the same level of quality as before.

I. All Leaves of Absence Without Pay shall not result in a loss of previously accrued benefits, but no benefits will be paid or accrued during the entire period of such leave except as qualified elsewhere in this contract.

Section 2. The Hospital shall respond in writing to all requests for leaves of absences within thirty (30) days after receipt, and if the request is denied, reasons for such denial shall be set forth in such response. Such thirty (30) day response period may be mutually extended by the nurse and the Hospital.

## ARTICLE XV EDUCATIONAL ASSISTANCE

Section 1. Full-time nurses, with at least three (3) months of continuous service, may be given educational assistance as outlined below if they follow the procedures referred to herein.

- a) Any course a full-time nurse desires to take must be related to Hospital work or a Hospital career.
- b) Applications for assistance must be filed with the Human Resource Department. Such application for assistance is to contain a specified statement as to the course of study and its relations to the employee's hospital career, or work as the case may be, and such application must be approved by the Senior Vice President-Patient Care Services or designee and the Human Resource Department.

Section 2.

- a) A maximum of One Thousand Dollars (\$1000.00) per semester is allowed to cover the cost of tuition and other expenses directly connected to the course such as lab fees and books. The Hospital reserves the right to determine what expenses constitute those directly connected to the course.
- b) Payments will be made as follows:

1. 25% upon registration
2. 75% upon presenting proof of a "pass" grade.

Section 3. Part-time nurses with at least three (3) months of continuous service and who are regularly scheduled to work twenty (20) or more hours per week, may be given educational assistance as outlined in Sections 1(a), 1(b), 2(a) and 2(b) above, except that there shall be a maximum of seventy-five percent (75%) of the allowances granted full-time employees set forth in Section 2(a) above.

Section 4 The Hospital shall reimburse any nurse the cost of the certification (test only) or re-certification (test only or fee only, dependent upon re-certification procedure selected) in the nurse's specialty when the nurse submits written proof of certification or re-certification. Such reimbursement of the test fee or re-certification fee will be at the membership rate, if one exists.

## ARTICLE XVI BENEFITS, SAFETY, INSURANCE

Section 1. For Calendar Year 2012, the hospital will contribute to the cost of medical and dental benefits provided through the ECHN Medical and Dental Benefit Plans at the contribution rates prescribed in the Plans covering all ECHN employees.

Section 2. All registered nurses regularly scheduled for at least twenty (20) hours per week, will be covered under the ECHN Medical and Dental Benefit Plans offered by the Hospital in accordance with the ECHN benefits package offered to all other Hospital employees.

Section 3. There shall, for purposes of health and dental coverage, be two (2) classes of employees: Full-time employees who have 32 or more control hours per week; Part-time employees who have 20 to 31.99 control hours per week.

Section 4. The Hospital retains the right to change insurance carriers during the term of the contract so long as the medical benefits currently provided under ECHN's flexible plan at Manchester Memorial Hospital remain equivalent as to benefits, portability, administration and the minimum requirements of the Insurance Commission regulation, and such benefits shall be subject to the rules and regulations of the Insurance Commission. The parties recognize that if ECHN changes insurance carriers, the current network and out-of-network benefits may not be duplicated, and less than major disparity will not be regarded as a violation of this agreement. If a change in carrier results in the establishment of a self-insurance MMH preferred provider organization, such change shall be negotiated with the Union. For changes in carrier that do not involve a self-insurance MMH PPO, the Union shall be notified by the Hospital and will be given a reasonable opportunity, but not less than thirty days, to meet and discuss the proposed changes prior to their implementation.

Section 5. Effective January 1, 2012 through December 31, 2012, notwithstanding any provision of this Article to the contrary, the Hospital may, at its option,

require the nurses, after consultation with the President of Local 5055 or his/her designee, to make the same contribution toward the cost of insurance premiums as all other Hospital employees provided that it is not more than twelve percent (12%) of the Hospital's then share of its contribution for health and dental care for Full Time nurses.

Section 6. Part Time Employees shall contribute the appropriate share based on market rates not to exceed 35% for all non-high deductible plans.

Section 7. For on-the-job accidents and illness, employees will be directed by the hospital to CorpCare, or the Emergency Department or other appropriate health care provider.

Section 8. Terminating nurses who are age fifty-five (55) or over with at least five (5) years of continuous service may continue to participate, up to age sixty-five (65), in the hospital's employee medical insurance program by paying the full monthly premium with no subsidy from the hospital provided that they meet the following criteria:

- A) they are vested in the hospital's defined benefit retirement plan;
- B) they commence receiving the pension benefit under the defined benefit retirement plan when they terminate from active employment;
- C) they participate in the hospital's employee medical insurance program at the time of termination, and
- D) they continue coverage under the hospital's employee medical insurance program with no break in coverage. Employees who discontinue coverage will be permanently ineligible for coverage from that time forward.

No previously uncovered family members may be added to the employee's coverage at, or following, retirement.

Section 9. Retirees participating in the Employee Medical Insurance Program under Article XVI, Section 8 and nurses age sixty-five (65) or over who meet the requirement indicated in Section 8 A, B, C, and D of ARTICLE XVI may participate in the Retiree Medical Insurance Program by paying the full monthly premium with no subsidy from the Hospital.

Section 10. Nurses who were employed full-time on September 30, 2005 and have been continuously employed since July 1, 1995 will receive a supplement from the Pension Plan of \$66 per year for each year in which the nurse was paid 1,000 hours or more. (An all inclusive list of the nurses who will receive this supplement is attached and marked Pension Attachment "A".) This supplement is based on the selection of a single life annuity commencing at age 65, and will be added to the regular benefit payable under the Pension Plan. The benefit will commence at the same time that the employee chooses to commence his/her basic benefit payable under the Hospital's Pension Plan. The supplemental benefit will be subject to the same actuarial adjustments as the basic benefit provided under the Hospital's Pension Plan for the payment option selected (i.e. single life, 50% joint annuitant, etc.). However, there will be no actuarial adjustment to the supplemental benefit for early commencement on or after the employee's 62<sup>nd</sup> birthday.

Prior to age 62, the supplemental benefit will be subject to the same actuarial adjustments as the basic benefit provided by the Pension Plan.

Section 11. a) Eligible Registered nurses covered by this agreement will be participants in the ECHN Alternate Retirement Program effective January 1, 2009. The details of this program and the associated transition is described in Pension Attachment D.

b) When nurses take unpaid time off, such unpaid time does not count for pension purposes.

## ARTICLE XVII CONDITIONS OF EMPLOYMENT

Section 1. The Hospital shall continue its policy of attempting to promote nurses presently in the employment of the Hospital. Notice of promotional job openings shall be posted for a period of seven (7) consecutive days.

Section 2. When a nurse becomes an employee of the Hospital he/she will receive a written confirmation of his/her appointment which will contain a statement of his/her hourly rate and his/her date of hire.

Section 3. All newly appointed registered nurses covered hereby will be given reasonable orientation which will be according to the standards of the position.

Section 4. All nurses will be expected to participate in Hospital and In-Service programs as part of his/her Professional development, and such programs will, to the extent possible, be offered to all shifts on a rotating basis. Attendance at certain of these and other meetings, will be mandatory at the discretion of the Hospital, forty-eight (48) hour notice to be included. Mandatory meetings will be with pay.

Section 5. Nurse job description will be given to each nurse.

Section 6. A copy of this Agreement, a list of officers including membership chairman with names, telephone numbers, unit and shift and personnel policies will be given to each nurse covered by this agreement at the time of hire.

Section 7. Nurses who attend educational meetings will be expected to give a report on the meetings to the Staff.

Section 8. Nurses covered hereby shall have the privileges of using library facilities.

Section 9. A nurse who resigns but returns to employment with the Hospital within one (1) years will retain his/her last salary step at rehire, vacation entitlement, vacation preference, longevity payment and pension eligibility.

ARTICLE XVIII  
PROFESSIONAL DEVELOPMENT

Section 1(a). Subject to the needs of the Hospital and after receipt of a written approval by the Hospital, nurses will be granted time off without loss of pay for participation in educational institutes, workshops, and other professional meetings as may be deemed to be important for the improvement of the individual nurse and his/her on-the-job performance that are consistent with the strategic direction of the hospital. Such determination as to the needs of the nurse and the Hospital shall be made by the Senior Vice President-Patient Care Services or designee. Registered nurses who attend such programs will be expected to provide a summary report at a staff meeting.

ARTICLE XIX  
TERMINATION OF EMPLOYMENT

Section 1. A nurse must give twenty-one (21) days prior written notice of his/her intention to resign. A registered nurse is encouraged to have an exiting interview with the Senior Vice President-Patient Care Services or a representative in the Human Resource Department, or their designee.

Section 2. Registered Nurses may not be disciplined (including discharge) except for just cause.

ARTICLE XX  
GRIEVANCE PROCEDURE

1. Definition: A grievance shall be defined as any controversy or claim arising out of or pertaining to the interpretation, application, or breach of a specific provision of this Agreement, and may be processed as follows:

Section 1. Time off without loss of pay shall be granted to the Chairperson of the Grievance Committee, or his/her designee, for attendance at Step 2, Step 3, and Step 4 Grievance meetings.

Section 2. Each individual nurse covered by the provisions of this Article shall notify the Nursing Office at least forty-eight (48) hours in advance of any of the aforementioned scheduled meetings, so that he/she may be released from duty to attend such meeting. Upon request of the Federation, the Senior Vice President-Patient Care Services or designee may waive part or all of the 48 hour notice.

Section 3. One-half hour prior to any Step 2 and Step 3 Grievance meeting, the Hospital shall make available a meeting place, if available, for the representative of the AFTCT and Local 5055 representative and the grievant to confer, provided that the representative of the unit makes such a request to the Senior Vice President of Human Resources or his/her designee within a reasonable time.

Section 4. Grievance Steps:

Step 1. Aggrieved and Immediate Supervisor - Discussions between the aggrieved nurse and his/her immediate supervisor, with or without the Unit representative present, at the option of the grievant within thirty (30) days from the time the aggrieved knew of or should have known of the grievance. In order for the grievance procedure set forth herein to be commenced, the grievant must inform his/her immediate supervisor that the discussion is a "grievance."

Step 2. Grievant, Unit Representative, and Senior Vice President-Patient Care Services - If no satisfactory settlement is reached in Step 1, the matter shall be presented in writing to the Vice President-Patient Care Services or his/her designee within five (5) days after the meeting between the aggrieved and his/her supervisor. The written grievance shall contain the specific provision of the Agreement alleged to have been violated, a description of facts and relief requested. Within five (5) days after receipt of the written grievance, the Senior Vice President-Patient Care Services shall meet with the aggrieved nurse and the Chairman of the Grievance Committee or his/her designee and shall give her answer within five (5) days of such meeting. The Senior Vice President-Patient Care Services may require the presence of the grievant's supervisor at this Step 2 meeting. A representative of the AFTCT may be present at the Step 2 meeting.

Step 3. Grievant, Representative and Senior Vice President, Human Resources - If no satisfactory settlement is reached in Step 2, the aggrieved may submit within five (5) days of the date the Senior Vice President-Patient Care Services gives her Step 2 answer, his/her written grievance to the Senior Vice President, Human Resources or his designee who will schedule a meeting to discuss the grievance. Such meeting shall be held within ten (10) days of the date the grievance is received by the Senior Vice President, Human Resources; and a representative of the AFTCT and Local 5055 may be present at such grievance meeting, if the aggrieved requests their presence. The Senior Vice President, Human Resources shall render his decision in writing five (5) days from the date of the grievance meeting.

Step 4. American Arbitration Association

- A. If the nurse is dissatisfied with the decision of the Senior Vice President, Human Resources or his designee, within twenty (20) days after receipt of such ruling, Local 5055 may at its discretion submit the grievance for arbitration to the American Arbitration Association and the selection of the Arbitrators and the arbitration procedures will be according to the then existing rules of the American Arbitration Association. The Arbitrators shall not have the power to add to, delete, modify or amend any provision of this Agreement. The decision of the Arbitrators shall be final and binding on the parties.
- B. By mutual consent, the formal procedures outlined above can be waived to provide for informal discussions regarding the intent or interpretation of the

applicable parts of this contract between the Hospital and Local 5055 representatives. Use of informal discussion shall not prevent the parties from using the formal procedure as outlined.

- C. Any grievance or dispute which concerns more than one nurse may be filed in Step Two (2). All Hospital filed grievances filed by the Hospital shall be processed by filing in accordance with Step 2 hereof.
- D. In computing the time period set forth in this Article, Saturdays, Sundays and paid holidays observed by the Hospital shall be excluded.
- E. Failure of the Local 5055 to follow the time limits specified herein, shall result in a settlement of the grievance on the basis of the 1st answer given by the Hospital in the Grievance Procedure. Failure of the Hospital to follow the time limits specified herein shall result in the Local 5055's right to process the grievance to the next step of the Grievance Procedure.
- F. The parties shall equally share the Arbitration fees and expenses mutually incurred by the parties. Other expenses or fees of Arbitration shall be borne by the party incurring same.

#### ARTICLE XXI SEVERABILITY

Any provision of this Agreement adjudged to be unlawful shall be treated, for all purposes, as null and void, but all other provisions of this Agreement shall continue in full force and effect.

#### ARTICLE XXII NEW HIRE PERIOD

Nurses newly employed or re-employed after an absence of more than six (6) months will be on probation for a period of three (3) months, which period may be extended by the Hospital on a month-to-month basis, to a maximum of three (3) extra months. Prior to each extension of the probationary period, the nurse will have a performance review. During the probationary period, the nurse may terminate without notice, and the Hospital may terminate the nurse without notice, such termination will not be subject to the Grievance Procedure of this Agreement.

#### ARTICLE XXIII MISCELLANEOUS

Section 1. The Hospital will replace, at the depreciated value, cost of uniforms damaged beyond repair in the course of employment.

Section 2. The staff nurse will be entitled to maintain or to enroll in any other benefits which are being offered to her by the Hospital, provided that there shall be no cost whatsoever to the Hospital.

Section 3. Any staff nurse will have the right to examine his/her evaluations and attendance reports and complete personnel file at times mutually convenient with the Hospital. If the Hospital contemplates placing a written complaint in the nurse's personnel file, such nurse will be informed of the general nature of the complaint. Such nurse may reply thereto in writing and such reply will also be made a part of his/her personnel record.

Section 4. Nurses who are subpoenaed by the Hospital to testify as a witness with respect to matters relating to their employment at the Hospital, will be paid at their regular pay for all time lost from scheduled work.

#### ARTICLE XXIV VACANT POSITIONS

Section 1. Any vacant position which the Hospital desires to fill will be posted for a minimum of seven (7) calendar days. Nurses interested in being awarded such position must submit their transfer request as directed in the posting. If a nurse is subject to a Last Chance Agreement within the preceding twelve (12) months, the Employer may disqualify the nurse for a vacancy. The Hospital agrees that before filling the position with an individual from outside the bargaining unit, it will honor the transfer request of a qualified Registered Nurse, and that if there is more than one (1) qualified Registered Nurse requesting the transfer, the opening will be filled on the basis of seniority as set forth below.

Section 2. Qualified Registered Nurses working on a unit at the time a vacancy is created will be given first preference in applying for the vacancy in such unit over nurses not in the unit. If two or more qualified nurses from the same unit apply for a vacancy within their unit, Hospital seniority will prevail. If the vacancy is not filled by an applicant from the affected nursing unit, preference will then be given to the most qualified applicant based upon seniority as a Registered Nurse at the Hospital.

Section 3. For purposes of this Article ,the Family Birthing Center Clinical Services Center which includes OB and NICU will be deemed a single unit The Ambulatory Services Center, which includes Ambulatory Medical Unit (AMU) Ambulatory Services Unit (ASU)and G.I. Lab will be deemed to be a single unit. For the purpose of applying for vacancies, nurses who are in float positions will be considered unit members in the unit where they have worked the majority of their time during the preceding six (6) month period.

Section 4. Nurses who are selected to fill a vacant position will move to their new position within thirty (30) days from the date of acceptance for the new position. The time period may be extended beyond the initial thirty (30) days, but the nurse will be transferred no later than ninety (90) days after the acceptance date. In the event the nurse is transferring to a position that involves increased payment because of a shift premium, then extension beyond a total of sixty (60) days will require agreement with the nurse.

Section 5. All promotional positions which the Hospital desires to fill will be posted at least seven (7) days in advance before being permanently filled. Such openings will be filled on the basis of:

- a) Ability to do the work, and
- b) Seniority. Where factor "a" is equal, as determined by the Hospital, factor "b" shall be the governing factor. The term "ability" as used herein shall include, but not be limited to physical capabilities, mental skills, education, experience, efficiency, availability to perform remaining work and certification or licensing requirements as determined by the Hospital. The Hospital shall have the right to hire outside applicants for such promotional positions when in its judgment the ability of such applicant exceeds that of existing employees. Unsuccessful applicants for promotion shall have the right to grieve up to Step 3.

A promoted nurse shall be given a reasonable period of time as determined by the Hospital within which to qualify herself for the new position. In the event he/she does not qualify he/she shall be returned to a like or related position without loss of seniority. Where ability and qualifications are equal, as determined by the Hospital, all existing nurses shall prevail over outside applicants, and the more senior nurse shall prevail over the less senior nurse.

## ARTICLE XXV SENIORITY

Section 1. Seniority is defined as the length of continuous service with the Hospital. Continuous service credit will continue to accrue during all paid absences or unpaid educational leaves and during those unpaid absences which do not exceed thirty (30) days, for the purposes of promotion or lay-off.

Section 2. Seniority will be broken when a nurse:

- a) Resigns
- b) Is terminated for cause
- c) Exceeds an approved leave of absence
- d) Is absent on three (3) consecutive working days without notifying the Hospital, unless proper excuse is shown.
- e) Fails to report to work from layoff within five (5) working days after being notified by telegram or mail to do so, unless proper excuse is shown.
- f) Is laid off for one year or length of service, whichever is less.

Section 3. If a nurse is laid off she will have preference for reinstatement as opposed to the hiring of a new nurse during his/her period of layoff as set forth in Section 2(f) above.

Section 4. The Hospital will post a copy of the seniority list for those nurses in the Unit on or about April 1 and October 1 of each year. If a nurse objects thereto he/she may file a grievance.

## ARTICLE XXVI LAYOFF AND RECALL

Section 1. The Hospital will give the Union two (2) weeks notice of any layoff. During such two (2) week notice period, the parties will meet to discuss alternatives and/or implementation including the possibility of nurses agreeing to a reduction of hours. If after the discussion, the Hospital determines that layoffs are necessary, the following procedure will be utilized:

Section 2. a) The Hospital will designate the positions to be laid off.

Section 3. Those nurses occupying the position(s) designated for layoff shall have the right to choose one of the 4 options listed below:

- a) To accept the layoff.
- b) To bid into an open position in the bargaining unit pursuant to Article XXIV for placement irrespective of seniority over internal bidders. The laid off RN shall meet all the requirements of Article XXIV including qualifications and shall be the most senior laid off RN who is bidding for that open position. The normal orientation period for that position shall be offered to that nurse.
- c) To bump the least senior nurse in the same clinical service provided that the bumping nurse has more seniority than the nurse to be bumped and provided further that the bumping nurse can perform the work of the new position satisfactorily after an orientation period of four (4) weeks or less.
- d) To bump the least senior nurse in a different clinical service provided that the bumping nurse has more seniority than the nurse to be bumped and provided further that the bumping nurse has the ability as defined in Article XXV, Section 4 to perform the work, after an orientation period of four (4) weeks.

Section 4. The following categories of clinical services are

- i) Critical Care Clinical Service =  
Critical Care Suite, SCU, ED, and PACU.
- ii) Medical/Surgical Clinical Service =  
2 East, 3 North, and 3 West

- iii) Ambulatory Surgical Clinical Service = G.I., AMU and ASU.
- iv) Family Birthing Center Clinical Service = OB and NICU
- v) Operating Room Clinical Service = OR
- vi) Behavioral Health Clinical Service = Inpatient Behavioral Health Unit

Section 5. The President, Grievance Committee Chairperson, Secretary and Treasurer of Local 5055 will, for purposes of layoff only, have superseniority.

Section 6. Nurses who are laid off will be placed on the recall list for a period of time set forth in Article XXV, Section 2(f). When a vacancy occurs which the Hospital desires to fill, the Hospital will first attempt to fill the vacancy with active employees pursuant to Article XXIV. Thereafter, laid off nurses in the recall pool who have applied for such position will be offered the job in the following order:

- First - The most senior nurse applicant in the recall pool who meets the requirements of the posted qualifications of the job and who can perform the job satisfactorily after the normal period of orientation for that position.
- Second - The most senior nurse applicant in the recall pool from the clinical service area where the position is located who can perform the job satisfactorily after 4 weeks of orientation.
- Third - The most senior nurse applicant remaining on the recall list who meets the requirements of Article XXV and who can perform the job satisfactorily after six (6) months of orientation.

Section 7. If the nurse fails to perform the job satisfactorily during the orientation period as set forth above, the nurse will be returned to the recall list for the remainder of his/her original recall term.

Section 8. A nurse on the recall list who is offered a job in the same clinical service, same shift, and equal control hours to his/her former position, and who refused that job will be stricken from the recall list.

ARTICLE XXVII  
CONSOLIDATION OR REALIGNMENT OF  
A PATIENT CARE UNIT

The Hospital will give the Union two (2) weeks notice of any consolidation or realignment of a patient care unit(s) and in the event of the consolidation or realignment of one or more patient care units, the following procedure will be used:

A. New staffing model(s) shall be developed by the Hospital for the newly consolidated/realigned unit(s).

B. The Hospital shall prepare a list by seniority of all registered nurses assigned to the unit(s) being consolidated or realigned.

C. Registered nurses assigned to the unit(s) being consolidated or realigned may bid into open positions on the newly consolidated/realigned unit(s) on the basis of seniority.

D. The Hospital shall prepare a list by seniority of all registered nurses assigned to the unit(s) being consolidated or realigned who do not receive positions on the newly consolidated/realigned unit(s) through the process described in Paragraph C.

E. Nurses on the list described in Paragraph D above who do not obtain positions on patient care units through the process described above shall have the right to choose one of the four (4) options in sequence set forth in Article XXVI, Section 3(a)(b)(c)(d).

F. The parties agree that the following guidelines will be used when implementing the procedure in Section A through E above:

1. The Hospital will attempt to honor previously approved vacation requests. However, unresolved conflicts will be resolved on the basis of seniority.
2. Nurses who are reassigned an open position in another unit will be given a reasonable orientation period in the new unit commensurate with his/her nursing background as set forth in Article XXVI, Section 6.
3. A nurse delegate will be present during the reassignment bidding process to the extent possible without delay to the process.

ARTICLE XXVIII  
SUCCESSOR

This Agreement shall remain in effect and be binding upon the Hospital's successors and assigns for the duration of this Agreement. The Hospital shall include the assumption of this Agreement as a condition of sale or transfer of ownership or operations for the duration of this Agreement. Nothing in this clause shall operate to impose this Agreement on any employees of Manchester Hospital not included in the bargaining unit described in Article I hereof nor upon any employees of the successor. Any decision by a successor or assign during the term of this Agreement concerning retention or reduction of employees shall be made in accordance with this Agreement.

ARTICLE XXIX  
DURATION

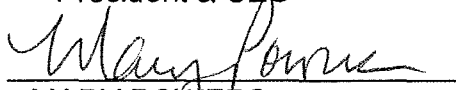
The terms and conditions of this Agreement shall be in full force and effect from the date of the signing through 11:59, December 31<sup>st</sup>, 2014; provided, however, that this Agreement shall be reopened for the purpose of negotiating wages (Article VIII) and the economics of health benefits (Article XVI) to be effective for the second and third years of this Agreement.

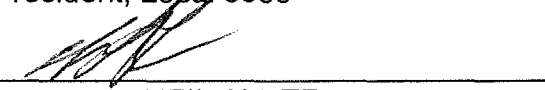
Dated this Jan 19, 2012 day of Jan 19, 2012 at Manchester, Connecticut:


MANCHESTER MEMORIAL HOSPITAL AFTCT, LOCAL 5055, FEDERATION OF  
NURSES AND HEALTH CARE  
PROFESSIONALS, AFT, AFL-CIO


By   
PETER KARL,  
President & CEO

By   
ANNE MARIE CERRA  
President, Local 5055

By   
MARY POWERS  
Vice President, Patient Care Services

By   
NEIL ALPER  
AFTCT Field Representative

By   
NANCY M. MARTONE  
Assistant Vice President, Human Resources

By   
JANE PACKER  
Grievance Chair, Local 5055

**PENSION ATTACHMENT A**

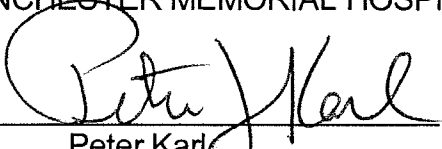
The members of the bargaining unit who are eligible to receive the Supplement described in Article XVI, Section 10 shall include the following:

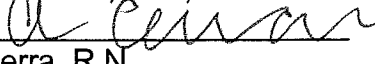
- |                      |                        |                       |
|----------------------|------------------------|-----------------------|
| Marlene M. Barnett   | Catherine A. Beatty    | Judith K. Brown       |
| Susan C. Bunce       | Alan W. Cassidy        | Anne M. Catucci       |
| Carol Coelho         | Maria T. Derewianka    | Karen A. Diana        |
| Kathleen Docherty    | Mary-Ellen D. Ferranti | Holly H. Hall         |
| Helen D. Harris      | Holly A. Harris        | Kathy A. Kelley       |
| Amporn R. Klein      | Christine M. Kutcher   | Gwendolyn L. Lavallee |
| Irma Lehtimaki       | Sharon Lewis           | Laura E. Lockhart     |
| Judith A. Mayo       | Mary Moran             | Karen Mortensen       |
| Shelley L. Murphy    | Rochelle Nodden        | Jane M. Packer        |
| Susan Pasay          | Janet C. Ramsey        | Ellen C. Roy          |
| Jayne C. Schoen      | Wendy C. Shaw          | Joanne J. St. Martin  |
| Gail E. Stacey       | Anthony S. Tiemann Jr. | Laura Tomko           |
| Geraldine Tworkowski | Cynthia A. Van-Doren.  |                       |


Dated this    day of March, 2006, at Manchester, Connecticut:

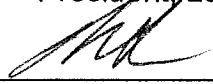
MANCHESTER MEMORIAL HOSPITAL

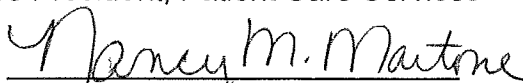
AFTCT, LOCAL 5055, FEDERATION OF NURSES AND HEALTH CARE PROFESSIONALS, AFT, AFL-CIO

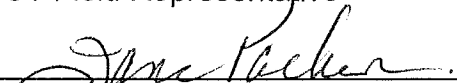
By   
 Peter Karl  
 President & CEO

By   
 Ann Marie Cerra, R.N.  
 President, Local 5055

By   
 Mary Powers, R.N.  
 Vice President, Patient Care Services

By   
 Neil Alper  
 AFTCT Field Representative

By   
 Nancy M. Martone  
 Assistant Vice President, Human Resources

By   
 Jane Packer, R.N.  
 Grievance Chair, Local 5055

## PENSION ATTACHMENT B

The Pension Benefit shall be calculated using the following formulas, and the greatest of the three formulas shall be the benefit received:

### Participant Data

- i) Age as of 12/31/2004
- ii) Accumulation of Career Pay Formula as of 1/1/2004
- iii) Benefit Service as of 12/31/2004
- iv) 2004 earnings
- v) Average Annual Earnings (5 highest consecutive years out of the last 10 years)
- vi) Estimated Social Security
- vii) Covered Compensation

### Formula 1 (Social Security Offset Formula)

- a) 2% of Average Annual Earnings ( $0.02 * v$ )
- b) 1.5% of Annual Social Security Benefit ( $0.015 * vi$ )
- c) Benefit Service (Max 35) (iii, not greater than 35)
- d) Formula 1 without Cap =  $(a-b) * c$
- e) Benefit Cap of \$20,000 if hired before 3/15/92, otherwise \$600 times Benefit Service (iii) (not greater than 35 years)
- f) Formula 1 with Benefit Cap (d, but not more than e)

### Formula 2 (Covered Compensation Formula)

- a) 0.8% of Average Annual Earnings ( $0.008 * v$ )
- b) 0.6% of Average Annual Earnings above Covered Compensation ( $0.006 * (v-vii)$ )
- c) Benefit Service (Max 35) (iii, not greater than 35)
- d) Formula 2 =  $(a+b) * c$

### Formula 3 (Career Pay Minimum Benefit)

- a) Career Pay Benefit as of 1/1/2004 (accumulation of accruals since membership) (ii)
- b) 2004 earnings (iv)
- c) Accrual during 2004 ( $0.0125 * iv$ , up to \$7,800) + ( $0.02 * iv$  above \$7,800)
- d) Career Pay Benefit as of 12/31/2004 (a+c)
- e) Benefit Cap of \$20,000 if hired before 3/15/92, otherwise \$600 times Benefit Service
- f) Career Pay Benefit as of 12/31/2004 with Cap (d, but not more than c)

## PENSION ATTACHMENT C

The Pension Benefit shall be calculated using the following formula:

### Participant Data

- i) Age as of 12/31/2004
- ii) N/A
- iii) Benefit Service as of 12/31/2004
- iv) 2004 earnings
- v) Average Annual Earnings (5 highest consecutive years out of the last 10 years)
- vi) Estimated Social Security
- vii) Covered Compensation

### Formula

- a) 0.8% of Average Annual Earnings ( $0.008 * v$ )
- b) 0.6% of Average Annual Earnings above Covered Compensation ( $0.006 * (v - \text{vii})$ )
- c) Benefit Service (Max 35) (iii, not greater than 35)
- d) Formula =  $(a+b) * c$

The ECHN Alternate Retirement Plan will be implemented using the following steps and formulas:

- a) As of December 31, 2008, the Pension Plan that covers registered nurses covered by this agreement will be "frozen". The pension supplement as outlined in Article XVI, section 10 will remain in place.
- b) Effective January 1, 2009, the Pension Plan that covers registered nurses covered by this agreement will be a defined contribution plan known as the Alternate Retirement Plan (ARP). The ARP plan will provide a "core" contribution of 3% of the registered nurses' pay credited to the Employee Savings Plan account in 2010 (for 2009) 2011 (for 2010) and 2012 (for 2011).
- c) The ECHN matching contribution to the Employee Savings Plan will be 100% of the first 4% that the registered nurse contributes to the 403 (b) plan. This matching contribution is immediately vested.
- d) Registered nurses covered by this agreement reaching age and service equal to 65 points as of December 31, 2008 will have the choice to stay in a defined benefit plan or move to the ECHN Alternate Retirement Plan. The defined benefit choice is the pension plan as defined in Pension Attachment B Formula 2. This is a one time choice that will be completed no later than November 30, 2008.

## Nursing Partnership Guidelines Side Letter

Partnership nursing is an arrangement whereby three to four individuals agree to share the responsibility of filling a 56-hour position or total weekly hours for the position. Each partner is budgeted for a specific number of hours per week.

Requests to initiate or make changes to a partnership must be made in writing to the Nurse Manager/Director of the area. The Senior Vice President - Patient Care Services or designee gives final approval. Requests must include names of the intended partners and how many hours per week each member will work to total 56 hours. All partners must maintain their budgeted hours per week on average or the allocation of the partnership will need to be re-approved.

Advantages to employees that may exist in such a partnership are that Partners arrange their own schedule, including weekends, holidays and vacations, and weekend and holiday requirements may be lessened.

### Guidelines:

1. Partners will designate one member as coordinator of the partnership. The coordinator will be responsible to submit the partnership's schedule to their Nurse Manager at least one month in advance. Prime time schedules must be submitted by March 15<sup>th</sup>.
2. After partnership time has been submitted to the Nurse Manager and approved, changes in the schedule are allowed. In this case, time beyond the partner's budgeted hours per week is considered an "Extra Shift." The Nurse Manager must be informed of these changes, using the proper forms, at least 48 hours before the scheduled shift. Exception: Telephone notification is acceptable for sickness and other emergencies.
3. The Hospital has the authority to call off nurses as "not needed" when they are scheduled for an "extra shift."
4. Partners are to cover each other for vacation and holiday time. Partnerships may work together with other staff members to accomplish this. If two members of a partnership want the same week(s) of vacation and complete coverage cannot be arranged using other partners, seniority will prevail. All holiday and vacation requests will be submitted to the Nurse Manager for approval. If a nurse outside the partnership provides the coverage, the Nurse Manager must approve the coverage arrangement, and paid holiday or vacation time must be used.
5. No partner is expected to work over 40 hours per week, nor is permitted to do so, without permission of their Nurse Manager/Supervisor or the Scheduling Office.
6. A partner may choose to take time off without pay when another partner provides coverage, as long as all vacation hours are used in the year in which they are due.

7. When a partner is out ill, the Nurse Manager/Supervisor must determine whether the partnership will provide coverage based upon hospital need. The partner should call the Nurse Manager/Supervisor prior to calling partners for coverage.
8. For a major illness or leave of absence, the partners will be responsible for covering the first two weeks. The Nurse Manager/scheduling office will cover the missing partner for up to eight more weeks, if the partners are unable to work an increased schedule. During this time, the Nurse Manager will determine the partnership schedule based on the partners' budgeted hours. After this eight-week period, the partnership will assume responsibility for all coverage, recruit a new temporary or permanent partner, or dissolve the partnership.
9. Eligibility for medical insurance and accruals for vacation and sick time will be determined by hospital policy.
10. If a member of the partnership resigns or transfers, the partner will submit a letter of resignation to the Partnership Coordinator and to the Nurse Manager. If continuation of the partnership is approved, the remaining partners must fill all hours left by the resignation, including weekends and holidays, unless the Nurse Manager/Supervisor determines coverage is not needed, based on hospital need, until a new partner is approved or the partnership is dissolved.
11. If the vacancy remains after eight weeks, the partnership may be dissolved at the discretion of the Senior Vice President - Patient Care Services or designee. The remaining members, by seniority, are then first eligible for the redesigned positions.
12. Prior to initiating recruitment of a nurse who is not employed in regular status at Manchester Memorial Hospital, the Partnership Coordinator must seek approval from the Senior Vice President - Patient Care Services or designee.
13. Applicants for a vacant partnership will interview with the partnership and with the Nurse Manager. Human Resources or the Nurse Manager will extend the job offer, once the Senior Vice President - Patient Care Services or designee has approved it.
14. After final approval has been given and if the partner selected is an internal candidate and is unable to be released by the Nurse Manager, the partnership will be required to cover all the time up to a period of eight weeks. The Nurse Manager/Scheduling Office will then cover the missing partner, if the partners are unable to work an increased schedule. During this time, the Nurse Manager will determine the partnership schedule based on the partners' budgeted hours.
15. If the partner selected is an external candidate and is unable to join the partnership for an extended period of time, the partnership will be responsible for all coverage until the new partner is available and oriented.
16. The partnership will be responsible for all coverage during the time of orientation for an internal candidate, up to a period of eight weeks. If the orientation extends beyond eight weeks, the Nurse Manager will determine the partnership schedule, based on the partners' budgeted hours. All weekends and holidays must be covered by the partnership, unless the Nurse Manager determines coverage is not needed, based on hospital need.

17. If a partner fails to demonstrate the flexibility, availability and commitment that the partnership requires, the other partners may request permission from the Senior Vice President - Patient Care Services or designee to replace that partner. If approved, the remaining partners may select a non-probationary nurse who meets the following criteria:

- From the unit and shift on which the partnership is based
- Budgeted for equal hours to the partner being replaced
- Of comparable skill level to the partner being replaced.

Following a four-week notice period, the displaced partner will transfer into the vacated position or may post for any open position for which they are qualified.

Each nurse will be required to read these Partnership Guidelines and agree to them in writing. The nurse will be required to acknowledge in writing that failure to comply with these guidelines may jeopardize his/her position within the partnership.