

**DANBURY NURSES' UNION**  
**UNIT 47**  
**AFTCT Local 5047**



**Third Set of Proposals**  
March 1, 2017

The Union Reserves the right to add to, modify, or rescind any of its proposals.

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#### Proposal 22

#### *Rationale:*

The current Shared Governance system needs strengthening, particularly as regards to staffing grids and floating rules.

In order for the nurse to assess, plan, evaluate and document the total nursing needs of the patient, the nurse needs to have an appropriate assignment. The staffing grids, along with patient acuity, can assist in the patient/nurse ratio at the hospital. Moreover, RN's need a greater role in determining safe and effective ratios. Shared governance is an appropriate place for such decisions to be made.

Unit 47 has reviewed the current staffing grids. Unfortunately, the patient/nurse ratio is not being followed. For example:

These staffing grids are in place for patient safety and satisfaction. Nurses need to be able to administer medications and treatments in a timely schedule. Staffing appropriately decreases mortality and improves the lives of our patients.

#### **Proposal:**

MEMORANDUM OF AGREEMENT

BETWEEN

DANBURY HOSPITAL AND UNIT #47, AFT-HEALTHCARE

#### Shared Governance

The parties agree to convene a shared governance design team composed of four (4) current bargaining unit members from the existing Shared Governance Council plus four (4) additional bargaining unit Registered Nurses. This design team will review the current shared governance structure in order to determine what works well and what needs improvement. The purpose of this review is founded on principles of partnership, ownership, autonomy and accountability in order to produce a new shared governance design that will meet current and future needs. The work of the Design Team will be accomplished no later than June 30, 2014.

The parties agree to continue the Shared Governance Council during the term of this Agreement. The Shared Governance Council will be charged with:

1. Developing a policy for floating and cross training including but not limited to competency, patterns of floating and order of floating. A quarterly review of floating data will be conducted to determine

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adherence to policy and effectiveness. **The current floating plan, with proposed amendments, is attached and incorporated by reference into this Agreement.**

2. Developing policies for Self Scheduling and Staffing including but not limited to unit based self-scheduling teams, balancing schedules, holiday schedules, call out times and down staffing.

3. Working within the agreed upon Nursing Staffing Plan and educating other staff.

4. Recommending and participating in systems and process improvements, improvements affecting the patient care experience and providing leadership in the execution.

5. A department or individual identifying staffing concerns will first work with their Manager and the unit based staffing committee to resolve those concerns. In the event there is no satisfactory resolution of such concerns, the concerns should be referred to the Staffing Steering Committee. The Staffing Steering Committee will provide assistance and counsel to the department, scheduling a meeting with representatives from each shift. The Staffing Steering Committee will report monthly all staffing concerns brought to the attention of the committee for review. If the issue continues to be unresolved it will be referred to the Nursing Executive Council for further review.

6. Shared Governance policies have a shared accountability with staff and management. The policies will be monitored and upheld by the Shared Governance Council and ultimately enforced by the Nursing Executive Council.

7. The Shared Governance Council is responsible for the annual review and revision of all policies developed within the Council structure.

8. The minutes of each Shared Governance Council meeting shall be submitted electronically to the President of Unit 47.

9. The Shared Governance Council and/or Design Team shall meet as necessary and representatives shall be granted time off with pay to participate in these meetings.

10. The Danbury Hospital Nurse Staffing Plan that includes core staffing levels ~~is formally established and reviewed annually in January and evaluated as necessary throughout the year.~~ **shall be developed by the Shared Governance Council. The current staffing grids shall be incorporated by reference into this agreement except as may be changed through the shared governance process.**

The parties agree that the failure by the Hospital to follow its commitment as to the establishment of the Design Team and/or the charges made to the Shared Governance Council as listed herein can be grieved. **Failure to follow the staffing grids or other policies developed by the Shared Governance Council and/or Design Team may also be grieved.**

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Proposal 23

*Rationale:*

Unit 47 desires certainty as to the availability of leave for its members. This language is based on the 2011-2014 contract.

**Proposal:**

**ARTICLE XIV**

LEAVES OF ABSENCE

~~Section 1. Leaves of Absence will be granted in accordance with the terms of the FLEXability Benefits Program and consistent with applicable state and federal law.~~

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

a. Death in the Family.

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

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

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c. Military Reserve Training. Military leaves of absence will be granted to Registered Nurses who need to fulfill their military obligations. A Full-time Registered Nurse on military leave will receive the difference between military pay and Hospital base pay for a maximum of two (2) weeks while fulfilling summer reserve commitments. A part-time Registered Nurse will receive the difference between military pay and Hospital base pay equivalent to his/her control hours for a maximum of two weeks.

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

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

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

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

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

#### Eligibility

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

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1. Have been employed with Danbury Hospital for a period of at least one (1) year and have completed a minimum of one thousand (1,000) hours of work (for Connecticut FMLA leave) or one thousand two hundred fifty (1,250) hours of work (for Federal FMLA leave) in the twelve (12)-month period of time preceding the beginning of the leave.
2. A reasonable period of time for disability due to pregnancy will be granted to female employees otherwise ineligible for leave under FMLA.

#### Frequency and Maximum Leave Periods

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

#### Application

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

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

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

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

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

#### Section 4 – Other Leaves:

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(a) Personal Leave:

Registered Nurses who have completed twelve (12) months of continuous employment are eligible for an unpaid leave of absence for personal reasons not to exceed ninety (90) days. Such leaves will not be unreasonably denied. At the conclusion of the personal leave, the nurse shall be reinstated to his/her former position as defined above.

(b) Education Leave:

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

Section 5 – Benefits Use During Leave:

- a. An employee who receives a leave of absence for his/her own personal serious health condition must take such leave as paid leave to the extent that s/he has any accrued sick leave.
- b. An employee who receives a leave of absence for any other reason must take such leave as paid to the extent that s/he has any accrued vacation/holiday hours. A nurse may elect to retain 80 hours (pro-rated for part-timers) of available vacation time for use after such leave of absence.
- c. Registered Nurse's benefits cease during an unpaid leave of absence and resume on the date of return to work. Insurances will be paid by the Hospital through the end of the month in which the unpaid leave commences. The Registered Nurse has the option of paying for continuation of health insurance at the Hospital's group rates for the period of the approved unpaid leave. An approved unpaid leave, however, does not interrupt continuous service.

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Proposal 24

*Rationale:*

Unit 47 wishes to partner with the Hospital to ensure we have the safest possible workplace.

**Proposal:**

**New Section**

Professional Nurses Health and Safety Committee

**Section 1.** Management will recognize health and safety committee members chosen by the Unit 47 to be included in all Danbury Hospital (and all other sites where Nurses are providing care) health and safety committees.

- a. Safety committee members will be given access to all areas and places of work in order to carry out their duties.
- b. Safety committee members shall be paid at the normal rate while performing their duties. Safety and health committee members shall be told immediately of any accident, near accident, injury or illness which occur on the job or is work related so, if so determined they can conduct an immediate investigation.
- c. Safety and health committee members shall meet with management at least once a month and at any other times either side feels it is necessary. Either side may place any safety and health matters on the agenda.
- d. Periodically committee members and management shall conduct inspection of any and all areas of operation necessary to identify current safety and health problems and to check on progress made correcting problems discussed in previous meetings.
- e. Safety committee members will receive paid release time to attend relevant safety education and conferences.
- f. The union must approve minutes of committee meetings.

**Section 2.**

- a. All proposed changes in the workplace, including the introduction of different substances or processes, will be reviewed by the committee in sufficient time before they are implemented so that the committee may make recommendations concerning a possible impact on safety and health.
- b. Any safety committee member may bring problems to the attention of management. The employer will within a certain time frame provide a written response indicating whether the employer agrees that the problem exist. If so, the employers response will indicate how the employer plans to correct the problem and by when.
- c. Copies of all safety and health related grievances and the employees responses will be



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- provided to the joint committee. The employee will notify the safety and health committee members and the joint committee when the problem has been corrected.
- d. The joint committee will provide an agreed-upon amount of hours of safety and health training for new employees or employees who are changing areas of work, and agreed-upon amount of hours of refresher training each year.
  - e. If safety meetings are held for Nurses in each department or the entire hospital workplace, the meeting shall be planned and run jointly by management and a safety committee member who has been chosen by unit 47.

**Section 3.** Management recognizes unit 47's right to bring in to the hospital any union staff or other experts who can assist in investigating safety and health conditions.

Whenever any government agency sends a representative to the hospital to discuss or investigate matters related to safety and health, the union may select someone to accompany the government representative. The Unit 47 representative shall receive normal pay for the time. No Nurse shall be punished or discriminated against in any way for refusing work that he or she believes in good faith to be immediately dangerous or for bringing health and safety problems to the attention of any person. Management will provide all equipment and clothing necessary to protect Nurses safety, health, and sanitation.

**Section 4.** Disputes under this article may be submitted at Step 3 of the grievance procedure, and if submitted to arbitration will utilize the expedited procedures of the AAA.

The health and safety committee members will maintain well ordered safety and health records which will include the following:

1. Copies of all state and federal OSHA compliance and citations
2. Safety grievances with management answers and actions
3. Safety inspection worksheets, notes and observations
4. Safety meeting minutes, and OSHA 300 log's and reports of work related illnesses and injuries.