

Tentative Agreement as discussed for March 28, 2017

*Tentative Agreements
March 28, 2017*

U9 Bulletin Boards

Revise as follows:

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

U18 Clinical Ladders

Delete Section 4 and replace with the following:

"Issues regarding changes to clinical ladders may be brought to Labor-Management meetings."

H8 Job Postings

Revise Article XXII, Section 2.c as follows:

"c. When no internal or external candidate for a posted position is found who is qualified by reason of training and experience, after ~~sixty (60)~~ one hundred twenty (120) calendar days from the original posting, the Hospital will honor the transfer request of the most senior bargaining unit Registered Nurse who has successfully completed the Hospital probationary period, and has prerequisite capabilities to perform the work of the unit, unless honoring such requests would result in an unreasonable number of less experienced nurses on a unit. The criteria for each unit will be determined by the unit-based committees."

Add the following new Sections:

"i. Upon transfer to a new position under this Article, a Registered Nurse shall not bid on another vacant position outside of her/his cost center for nine (9) months after starting in the position."

"j. If a Registered Nurse requests a reduction in hours, and the Hospital grants such request, the Hospital need not post the position."

Withdraw U15 (No Strike), U8 (Grievance and Arbitration), U17 (Payroll Deductions), U10 (Partial - MLK Day), H4 (Meals), H6 (Flu Shot)

ADR
3-28-17

3-28-17

- Multiple proposals and counterproposals in response to Hospital Package 1 – PTO

*Hospital Package Proposal
March 28, 2017*

U9 PTO

Revise Article XI, Section 3(c) as follows:

“c. Effective January 1, 2018, PTO cannot *can* be used to supplement Short or Long Term Disability or paid leaves of absence *after banked frozen sick time is exhausted. Employees who wish not to use PTO to supplement Short or Long Term Disability or paid leaves of absence must opt out on the Hospital provided form.* PTO cannot be used in instances where an employee is waiting for an extension of a previously approved disability claim. Banked frozen sick time may only be used to offset short and long term disability benefits while an active employee and as required by FMLA. Banked frozen sick time is not paid upon termination.”

The remainder of U9 is withdrawn.

H5 PTO

Revise Article XI, Section 2(g) as follows:

g. During a newly-hired nurse's first year of employment, up to five (5) PTO days can be borrowed starting on the Registered Nurses date of hire. A Registered Nurse who terminates from employment prior to accruing the borrowed PTO will be required to have the amount deducted from his/her final paycheck as permitted by the signed authorization on the FLEXability enrollment form.

Side Letter: “The Hospital agrees not to cancel any previously approved 2017 vacations based upon a nurse failing to have sufficient accrued PTO to cover the vacation; however, nurses will not be paid PTO for such previously approved vacations unless PTO is accrued.”

U23 Leaves of Absence

Revise Article XIV, Section 1(a) 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 (1) day without loss of pay based upon the Nurse's base rate of pay will be allowed in the event of the death of a Nurse's 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.

The remainder of U2²~~1~~ is withdrawn.

U16 Job Posting

Revise Article XXII, Section 2(g) as follows:

“g. Upon transfer to a new position under this article, the Registered Nurse shall serve a trial period of up to ninety (90) days to demonstrate his/her consistently effective performance of all of the requirements of the position. In the event an employee does not meet the requirements of the trial period, s/he shall be given preference for his/her former position, if available. If said position is not available s/he shall be given preference under this Article. Where no such position is currently available, the Registered Nurse shall be assigned to the float pool for a maximum period of ~~thirty (30)~~ ***forty-five (45)*** days where she/he shall receive preferential treatment in an effort to maintain his/her shift assignment and control hours. During the maximum period of ~~thirty (30)~~ ***forty-five*** days, he/she must apply for a vacant position and will be given preference under this Article for any such position for which he/she is qualified, ***except for positions where a qualified unit employee has applied.***”

- Union discussed and discussed counterproposal

- U16 – (Job Posting Proposal) Union proposed to return to original language
- Hospital returned to table with Comprehensive package in response.

**COMPREHENSIVE PACKAGE PROPOSAL
BY THE HOSPITAL
March 28, 2017
5:30 PM**

1. All signed tentative agreements.

U22/H7/U19 – Staffing	H1 – Direct Deposit
U24 – Workplace Safety	H8 – Job Posting
U20 – Labor Management	
U21 – Supervisory Status	
U5 – Name Change	
U7 – Layoff and Recall	
U15 – Association Security	
U12 – Bulletin Boards	
U18 – Clinical Ladders	

2. Wages (U4).

Year One (April 1, 2017 through March 30, 2018)

-Regular Step Movement

-Effective the start of the first pay period after ratification, 1/2% increase to the Day Rate for Steps 8 through 11.

Year Two (April 1, 2018 through March 30, 2019)

-Regular Step Movement

-Effective the start of the first pay period after March 31, 2018, 1/2% increase to the Day Rate for Steps 8 through 11.

Year One (April 1, 2019 through March 30, 2020)

-Regular Step Movement

-Effective the start of the first pay period after March 31, 2019, 1/2% increase to the Day Rate for Steps 8 through 11.

3. Extra Night Shift Bonus (U7). Effective the start of the first pay period after ratification, amend Article VI, Section 5 as follows:

“Section 5. Extra Night Shift Bonus: A ~~day or evening shift control hour~~ full-time or part-time Registered Nurse will receive two hundred (\$200) for each additional night shift (minimum 6 ½-hours) worked over and above his/her

scheduled control hours providing the nurse has actually met his/her scheduled control hours in that work week which includes scheduled PTO.”

4. PTO (U9).

Revise Article XI, Section 3(c) as follows:

“c. **Effective January 1, 2018, PTO cannot *can* be used to supplement Short or Long Term Disability or paid leaves of absence *after banked frozen sick time is exhausted. Employees who wish not to use PTO to supplement Short or Long Term Disability or paid leaves of absence must opt out on the Hospital provided form.*** PTO cannot be used in instances where an employee is waiting for an extension of a previously approved disability claim. Banked frozen sick time may only be used to offset short and long term disability benefits while an active employee and as required by FMLA. Banked frozen sick time is not paid upon termination.”

5. PTO (H5).

Revise Article XI, Section 2(g) as follows:

g. During a newly-hired nurse’s first year of employment, up to five (5) PTO days can be borrowed starting on the Registered Nurses date of hire. A Registered Nurse who terminates from employment prior to accruing the borrowed PTO will be required to have the amount deducted from his/her final paycheck as permitted by the signed authorization on the FLEXability enrollment form.

Side Letter: “The Hospital agrees not to cancel any previously approved 2017 vacations based upon a nurse failing to have sufficient accrued PTO to cover the vacation; however, nurses will not be paid PTO for such previously approved vacations unless PTO is accrued.”

6. Leaves of Absence (U23).

Revise Article XIV, Section 1(a) 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 (1) day without loss of pay based upon the Nurse’s base rate of pay will be allowed in the event of the death of a Nurse’s 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.

7. Job Posting (U6).

Revise Article XXII, Section 2(g) as follows:

“g. Upon transfer to a new position under this article, the Registered Nurse shall serve a trial period of up to ninety (90) days to demonstrate his/her consistently effective performance of all of the requirements of the position. In the event an employee does not meet the requirements of the trial period, s/he shall be given preference for his/her former position, if available. If said position is not available s/he shall be given preference under this Article. Where no such position is currently available, the Registered Nurse shall be assigned to the float pool for a maximum period of ~~thirty (30)~~ forty-five (45) days where she/he shall receive preferential treatment in an effort to maintain his/her shift assignment and control hours. During the maximum period of ~~thirty (30)~~ forty-five days, he/she must apply for a vacant position and will be given preference under this Article for any such position for which he/she is qualified, except for positions where a qualified unit employee has applied.”

8. Weekends Package. As proposed by Hospital on 3/27/17.

9. H1 (Flex Nurse and Network Employee). As proposed with respect to both.

10. H2 (Overtime). As proposed, except revise mandatory overtime portion of proposal as follows:

“The Hospital may only mandate overtime in accordance with Connecticut law.”

11. H10 (FT Definition). As proposed.

12. Duration. 3 Years (April 1, 2017 through March 31, 2020).

13. All other proposals withdrawn without prejudice.

Union response to Comprehensive Package Proposal (paraphrase)

- Ben – We appreciate idea of putting together. Address last point first. Understand DOA history at the time insurance plan design different. What happened this year slashed coverage offered to employees, increased deductibles and forced importance of network more than previously.

Your employees suffered a loss of best ortho group in area. We believe this is about corporate battle b/w administration and this group. Victims are your employee. Now want to join, not anti-trust issue. Employees have petitioned and received no response. Admin have showed no interest in response to please. Bigger problem having shown lack of concern asking us to continue to continue in contract can completely change next year. Even if wages offered different level which could pull back by cutting cost, have spent less on insurance. How do we sign contract when no trust, can double premium shares next year? Saying economic difficulties, no assurances simply take back from employees. As said beginning 3 years ago, was theoretical threat, like insurance only wanted retain in order to avoid what happened October. Now reality. Showed willingness to cut benefits. DOA puts cherry on top of lack of concern for lack of care. High use group for a reason. We will take proposals into consideration. Not sure where to go.

- Hospital – before leave health insurance – lack of care lack of concern personalized in that way, folks here have health insurance as well. Not to your group alone for punishment. Costs becoming so astronomical all employers looking for cut costs. Take issue when personalize when lack of concern for employees. Those are motivations can disagree with plan, design etc. Government pushing everyone to get under control
- Ben – I don't know aside, don't know where made. Not being made a t this table. Was prepared to talk at this table. Not just about money, question where concern. About saving money 1 factor, in plan design that was the factor not balance about what best for membership. Letter sent this summer from Dr.Murphy Cadillac tax going into effect 2018. Happy language when mandates actually kick in need to talk about. Date provided not accurate. Design to take all concern and balance issues. Don't dismiss all in interest of saving money.
 - Ben – issue not addressed – increasing use of unpaid suspensions big issue. This is new, not something always happened. Reaction to changes in circumstance. Don't believe every appropriate believe definition of just cause. Does not help person with accusation not getting salary. Go ahead investigate pay people. Impact hospital insignificant to you highly significant to our members. Practice that must stop, not theoretical.

Union will present proposal on flex and Hospital will attempt response