

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



**First Set of Proposals**  
February 15, 2017

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

**DANBURY NURSES' UNION**  
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Proposal 1

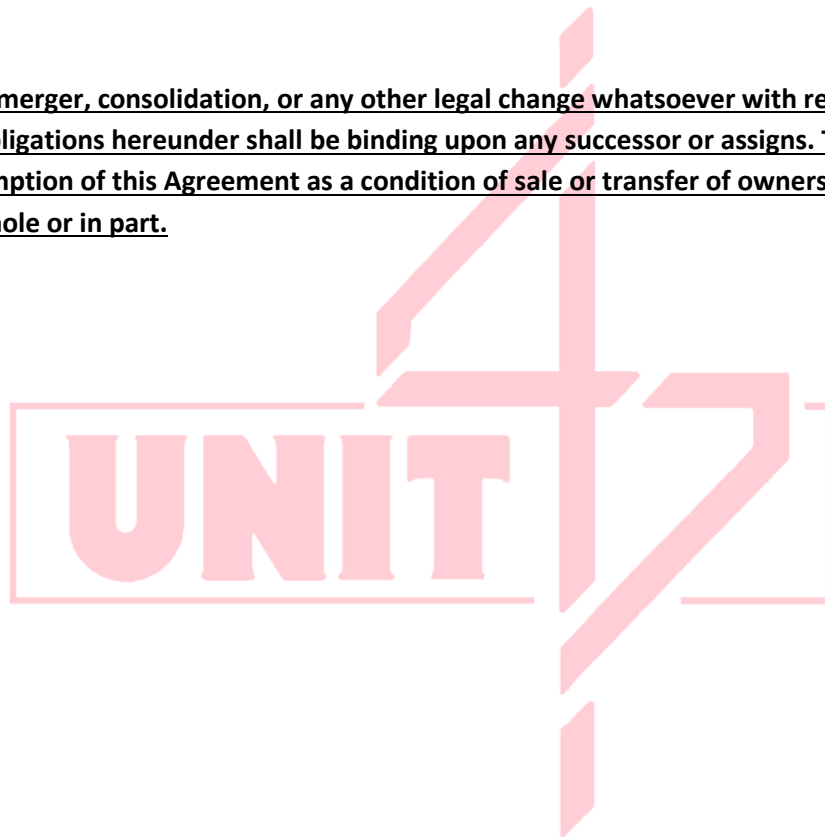
*Rationale:*

Mergers and Sales of hospitals have become common occurrences. Existing non-profit networks have been looking to expand for years and for-profit hospital chains are now beginning to convert hospitals in our state. The members of Unit 47 seek to protect the benefits and contractual gains they have made over their long history of negotiations.

**Proposal:**

[New Article]

**In the event of a merger, consolidation, or any other legal change whatsoever with respect to the Employer, any obligations hereunder shall be binding upon any successor or assigns. The Hospital shall include the assumption of this Agreement as a condition of sale or transfer of ownership for operations, in whole or in part.**



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Proposal 2

*Rationale:*

Six years ago, Unit 47 agreed to substantially waive its right to bargain over health insurance. At the time, we were the only organized employees of Danbury Hospital, and there was some logic in the proposition that our benefits should be in line with those of the rest of the Hospital. Since then, with mergers and new organizing, we are part of a Network with many other bargaining units. While the goal of common health benefits is laudable, it is only through bargaining that the interests of the various parties can possibly be met.

Even more significantly, the recent change in the benefit plan has broken the trust necessary to maintain the waiver language. During our last round of negotiations, we agree to continue the waiver while noting that the reason we were doing so was because the privilege had not yet been abused by the Hospital. We hoped that responsible management of these benefits would continue. This past, we were proven wrong.

This year's extraordinarily high increase in the deductibles, the addition of spousal and tobacco surcharges, and the failure to partially mitigate these benefit reductions with an adequate PHO, as well as the probable loss of statutory protections, require that we negotiate a new plan design and premium share arrangement to provide affordable health coverage for the members of Unit 47.

**Proposal:**

Eliminate all "waiver" references and replace with a specific health insurance plan or plans, including vision, dental and prescriptions, with designated premium share amounts. The plan is in development and will be presented at a later date. [See articles X, Section 1; Section XX]

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Proposal 3

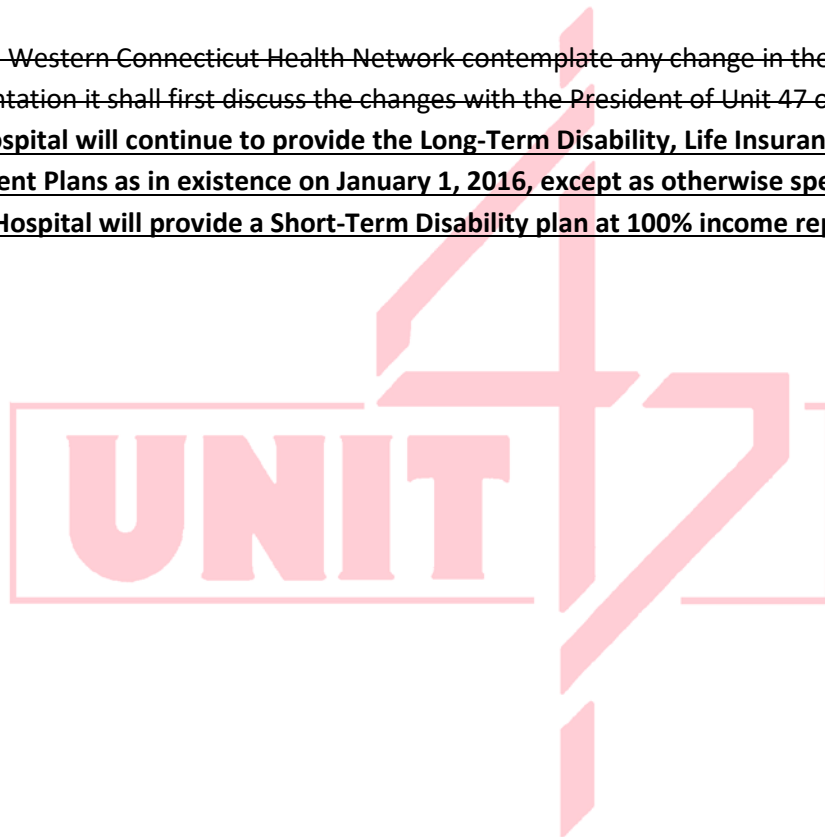
*Rationale:*

The current pension and retirement plans, and the long-term disability and life insurance are adequate at this time. The limitations of the current short term disability plan have proven a burden to impacted employees.

**Proposal:**

Amend Article X, Section 3 as follows:

Section 3. Should Western Connecticut Health Network contemplate any change in the Pension Plan, prior to implementation it shall first discuss the changes with the President of Unit 47 or his/her designee. **The Hospital will continue to provide the Long-Term Disability, Life Insurance, and Pension/Retirement Plans as in existence on January 1, 2016, except as otherwise specified in this Agreement. The Hospital will provide a Short-Term Disability plan at 100% income replacement.**



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Proposal 4

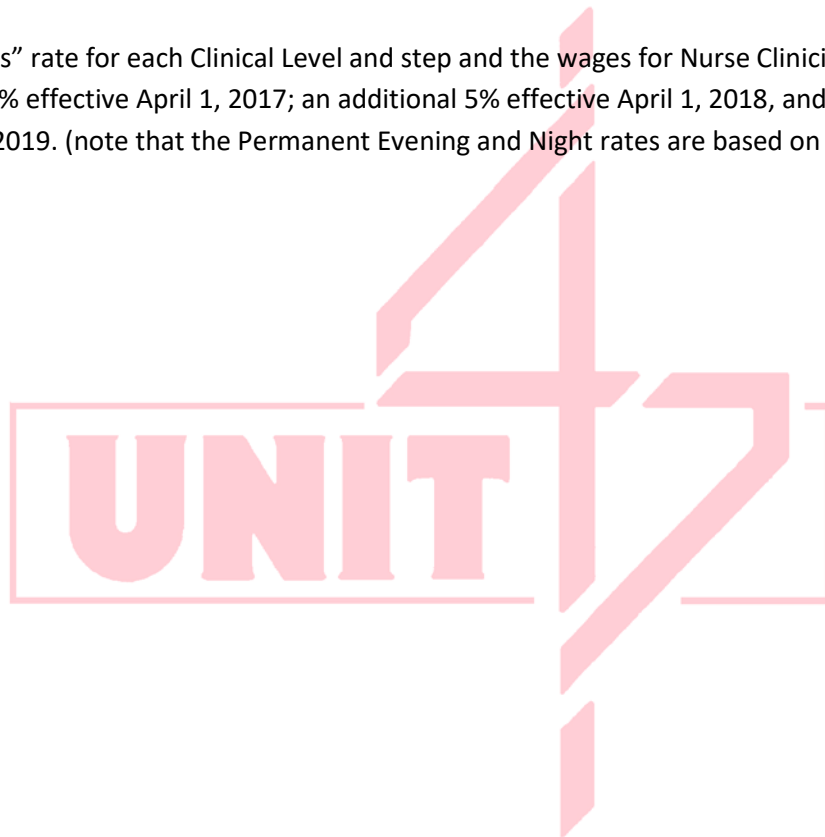
*Rationale:*

The Union's wage proposal takes into account uncertainty over the future of health benefits, anticipated inflation increases resulting from Federal policy, retention and recruitment difficulties, and other market forces.

**Proposal:**

Articles XXVI, XXVIII

Increase the "Days" rate for each Clinical Level and step and the wages for Nurse Clinicians and Nurse Practitioners by 6% effective April 1, 2017; an additional 5% effective April 1, 2018, and an additional 5% effective April 1, 2019. (note that the Permanent Evening and Night rates are based on the Day rate)



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Proposal 5

*Rationale:*

The name of our National AFT division has changed.

**Proposal:**

Change references to "AFT Healthcare" to "AFT Nurses and Health Professionals"



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Proposal 6

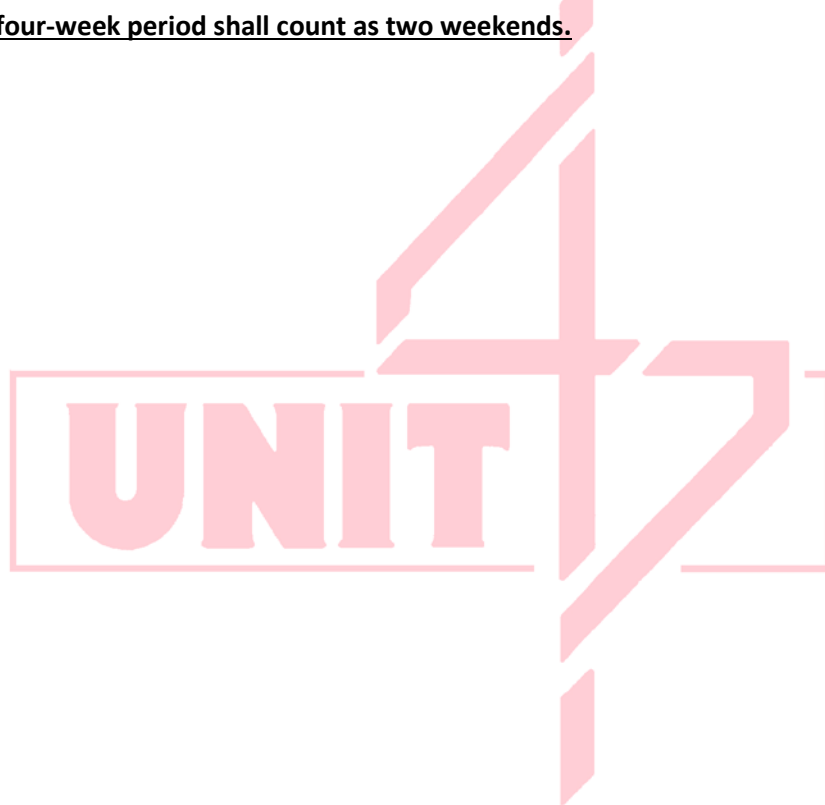
*Rationale:*

12-hours employees may currently be required to work more weekend hours than 8-hour employees.

**Proposal:**

**Article VI, Section 3**

**b. A Registered Nurse will not be required to work more than twenty-six weekends each calendar year except in unusual circumstances or for overtime. For 12-hour shift employees, three shifts worked during a four-week period shall count as two weekends.**



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Proposal 7

*Rationale:*

*Economic proposals reflect health impacts and inconvenience of off-shifts and the responsibilities of Charge.*

**Proposal:**

**Article VI, Section 4, 5**

Section 4. Premiums. a. Shift Premiums. Registered Nurses working three (3) or more hours on the evening shift shall be paid a premium of ~~\$2.60~~ **\$4.00**/hour for each hour she/he works on said shift. Those Registered Nurses who have permanent control hours on the evening shift shall receive an additional \$1.00 per hour which is to be included in the base rate schedule as outlined in Article XXVI of this Agreement.

A Registered Nurse working three (3) or more hours on the night shift as assigned shall be paid a premium of \$1.35 for each hour she/he works on said shift. Those Registered Nurses who have permanent control hours on the night shift shall receive an additional ~~\$4.50~~ **\$5.50** per hour which is to be included in the base rate schedule as outlined in Article XXVI of this Agreement.

b. Charge Premium. A Registered Nurse assigned to work more than one (1) hour as Charge Nurse shall be paid a Charge Nurse premium of ~~\$2.25~~ **\$5.00** per hour for each hour s/he works as Charge Nurse.

c. Weekend Premium. A Registered Nurse working four (4) or more hours on the weekend shift shall receive a weekend premium of ~~\$4.50~~ **\$6.00** per hour. Such premium shall not be added to the call pay paid to Registered Nurses on call as outlined in Article XXI of this Agreement.

.....

Section 5. Extra Night Shift Bonus: A ~~day or evening shift control hour~~ Registered Nurse will receive two hundred (~~\$200~~) **(\$250)** 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.



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Proposal 8

*Rationale:*

Arbitration before the American Arbitration Association is expensive. Adding Lower cost option will benefit both parties.

**Proposal:**

**Article IX, Grievance Procedure**

Step 4 If no satisfactory settlement is reached within twenty (20) week days after the written decision of the Hospital at Step 3, Unit #47 may submit the grievance to arbitration under the voluntary arbitration rules of the American Arbitration Association **or to the Connecticut State Board of Mediation and Arbitration under its rules.** All notices must be in writing.

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



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Proposal 9

*Rationale:*

*Current use of PTO and banked frozen time is overly restrictive.*

**Proposal:**

Article IX, PAID TIME OFF

b. PTO may be used for any reason ~~except as set forth in (c) below~~ and should be scheduled in advance whenever possible. As many as 6 PTO days annually can be unscheduled and used for unexpected situations such as illness of the employee or dependent(s) or emergencies. Nurses are subject to the Attendance Standards policy **in effect at the effective date of this agreement** regarding the disciplinary process related to unscheduled PTO.

c. ~~PTO cannot be used to supplement Short or Long Term Disability or paid leaves of absence. 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, **and will be paid out upon separation of employment.** ~~Banked frozen sick time is not paid upon termination.~~

...

e. Registered Nurses may normally carry over up to a maximum of ~~ten days or 40 hours~~ **15 days or 60 hours** of unused PTO (whichever is greater) into the next calendar year. This limitation can be waived by Human Resources in certain extraordinary circumstances.

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Proposal 10

*Rationale:*

*The members of Unit 47 believe MLK, Jr. day should be honored as a Holiday, that the definition of Christmas and New Year's should be adjusted to more accurately reflect the holidays, and that Thanksgiving should count as a double time holiday.*

**Proposal:**

Section 5. Holidays

a. The following shall be observed by the Hospital as Holidays for Registered Nurses:

New Year's Day	<b><u>Martin Luther King, Jr. Day</u></b>
Presidents' Day	Memorial Day
July 4	Labor Day
Thanksgiving Day	Christmas Day

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

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

d. A Registered Nurse who works on such Holiday(s) except for Christmas and/or New Year's **and/or Thanksgiving** shall be paid time and one-half his/her base rate for each hour worked on such Holidays.

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

.....

e. To qualify for the Holiday time off and/or pay, Full-time or Part-time Registered Nurses must work their last scheduled work day prior to the Holiday, the Holiday if scheduled and his/her next scheduled working day following the Holiday unless the PTO day is approved. Unapproved absences immediately preceding/following one of the Network Holidays without appropriate documentation will result in a written warning.

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Proposal 11

*Rationale:*

Adequately funded continuing education is beneficial to both the mission of the Hospital and the professional and personal growth its employees. Preceptor pay does not currently reflect importance and responsibilities of the role.

**Proposal:**

**Article XII, STAFF DEVELOPMENT**

Add to criteria for continuing education time off: Each RN shall be entitled to at least one such day per year [Section 2a, 1<sup>st</sup> paragraph]

1. Increase funding of the Continuing Education Funding Committee from \$20,000 to \$100,000 [Section 2a, 2<sup>nd</sup> paragraph]
2. Schedule Committee every other month, rather than monthly [Section 2a, 2<sup>nd</sup> paragraph]
3. Eliminate nurse responsibility for "application fees, program materials [Section 2b, 3<sup>rd</sup> paragraph]
4. Increase tuition cost reimbursement from \$350/\$700 to \$500/\$1000 for non-nursing degree courses [Section 2d.2(a)]
5. Increase tuition cost reimbursement from \$4500 to \$5000 for nursing degree courses [Section 2d.2(b)]
6. Increase allied graduate degree amount from \$2,400 to \$3,000 and non-allied from \$700 to \$1,000. [Section 2d.2(c)]
7. Increase cap on reimbursement from \$90,000 to \$105,000, and adjust rest of section accordingly. [Section 2d.3]
8. Increase preceptor pay from \$1.00 to \$2.50/hour. [Section 3a]

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Proposal 12

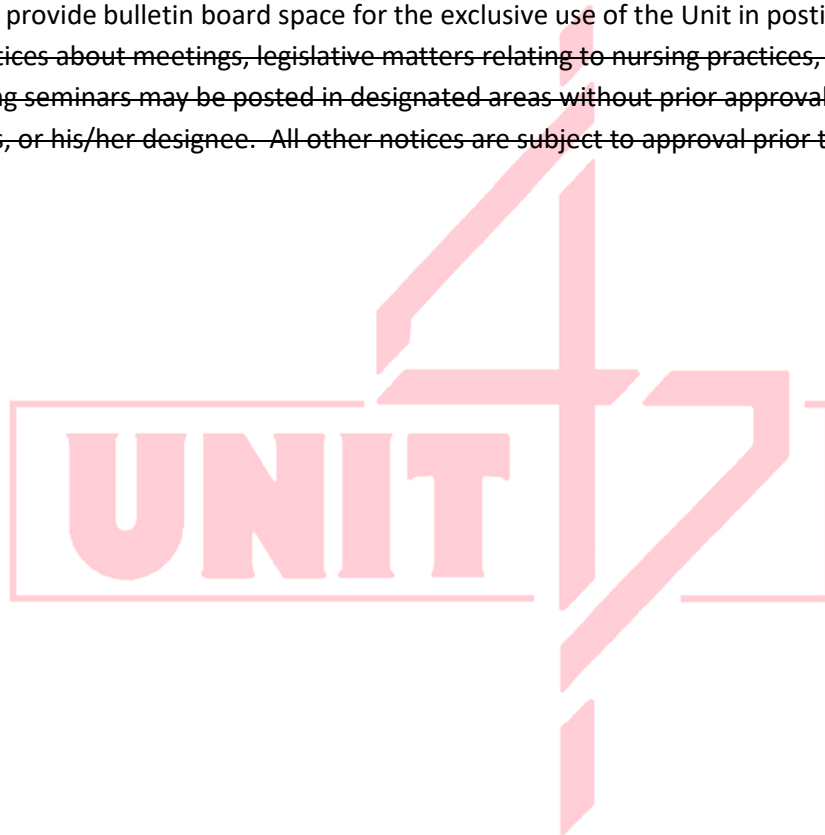
*Rationale:*

Union Bulletin Boards are a means of communication among the members of Unit 47 and pre-approval by the Hospital is inconsistent with this purpose.

**Proposal:**

ARTICLE XVI BULLETIN BOARDS

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.~~



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Proposal 13

*Rationale:*

Unit 47 has experienced recent layoffs. Retention and recruitment of RN's is difficult enough without the prospect of layoffs with little in the way of severance. This proposal addresses this concern and makes a housekeeping change to clarify when the Hospital's judgment is being exercised.

**Proposal:**

ARTICLE XVII

SENIORITY FOR LAYOFF AND RECALL

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

- a. Recall will be in reverse order of layoff.
- b. A Registered Nurse's recall rights are limited to the department or Care Unit where s/he worked immediately prior to his/her layoff or to any other open job as a Registered Nurse existing at the time of recall if in the judgment of the Hospital s/he is qualified by training and experience to perform the work required.
- c. Recall will be available only for a period of one (1) calendar year from the date of layoff, except if the Registered Nurse notifies the Hospital in writing prior to the end of the one (1) year period of his/her desire to extend recall rights, s/he can receive up to two (2) six-month extensions.
- d. The Hospital will not exercise its judgment arbitrarily or capriciously.

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

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

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Proposal 14

*Rationale:*

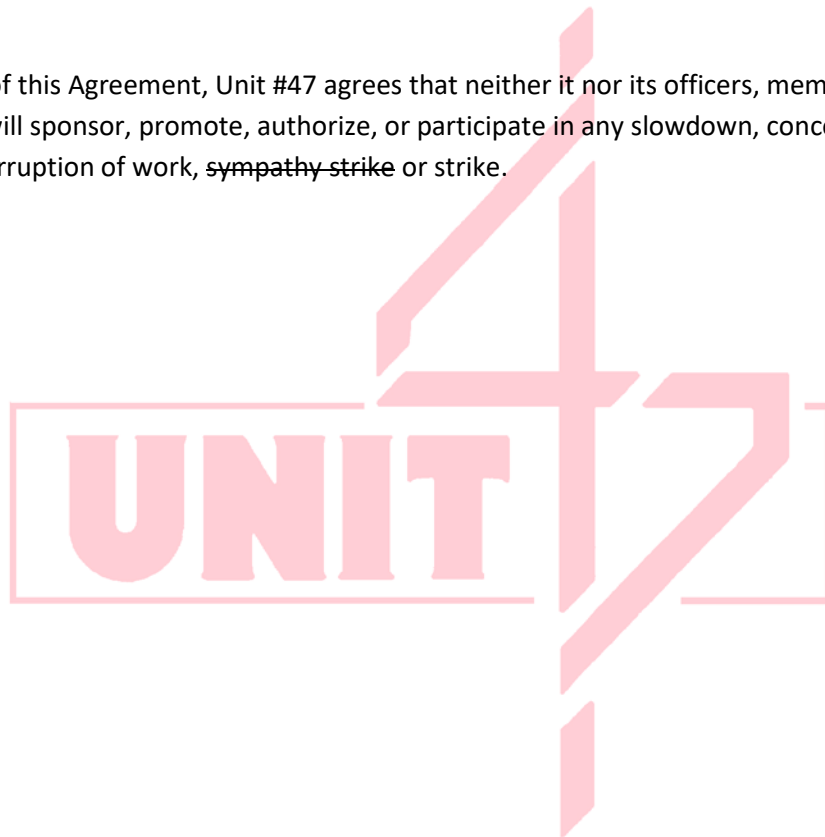
Now that Unit 47 has a sister AFT local as well as other organized colleagues, the prohibition on sympathy strikes is problematic. No union member should be required to cross a picket line.

**Proposal:**

ARTICLE XIX

NO STRIKE

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



**DANBURY NURSES' UNION**  
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Proposal 15

*Rationale:*

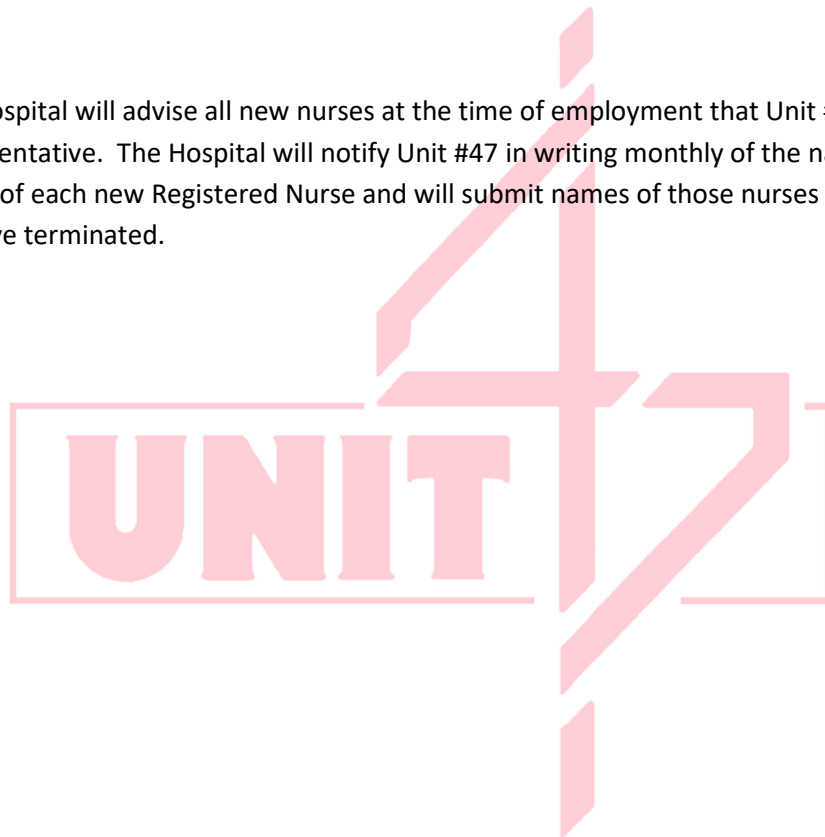
Unit 47 needs this additional information to maintain our membership lists properly.

**Proposal:**

ARTICLE XX

ASSOCIATION SECURITY

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





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Proposal 16

*Rationale:*

Members are encouraged to seek new positions for professional advancement and should not risk job security for doing so even if the new position does not work out. Assignment to the float pool while seeking an alternate assignment should be temporary, but there is no need for a maximum period for the assignment.

**Proposal:**

ARTICLE XXII

JOB POSTING

Section 2

g. Upon transfer to a new position under this article, the Registered Nurse shall serve a trial period of up to ninety (90) days to demonstrate his/her consistently effective performance of all of the requirements of the position. In the event an employee does not meet the requirements of the trial period, s/he shall be given preference for his/her former position, if available. If said position is not available s/he shall be given preference under this Article. Where no such position is currently available, the Registered Nurse shall be assigned to the float pool for a maximum period of thirty (30) days where she/he shall receive preferential treatment in an effort to maintain his/her shift assignment and control hours. ~~During the maximum period of thirty (30) days,~~ **while serving in the float pool,** 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 current unit member is applying.**

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Proposal 17

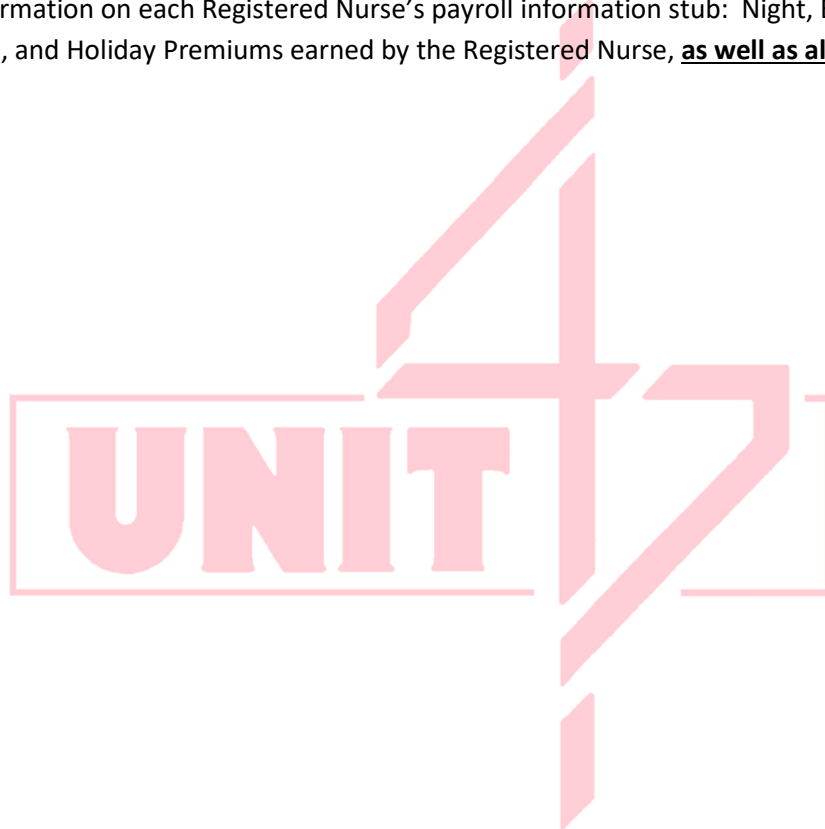
*Rationale:*

As per current practice, payroll stubs should include all relevant information.

**Proposal:**

ARTICLE XXVI

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



**DANBURY NURSES' UNION  
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Proposal 18

*Rationale:*

This is obsolete language

**Proposal:**

ARTICLE XXVII

CLINICAL LADDERS

Section 4. The Clinical Ladder Task Force has approved a revised Clinical Ladder that will be implemented on or before January 1, 2015. Education will be provided to all nurses and nursing management prior to the implementation of the revised Clinical Ladder. An education schedule will be developed jointly by the Task Force and the Nursing Education Department. A team of super users will be developed to assist with the education.

