

**DANBURY HOSPITAL INITIAL PROPOSALS
TO UNIT 47, LOCAL 5047 AFT NURSES & HEALTH PROFESSIONALS**

February 15, 2017

- * The assertion of a proposal does not indicate, and is not evidence, that the Hospital does not already have the right that is sought.
 - * The withdrawal of a proposal does not indicate, and is not evidence, that the Hospital does not already have the right that is sought or that the Hospital has relinquished any right.
-

1. Article II, Section 2 (Definitions). Add the following new definitions:

“Section 8. Cancellable Hour Registered Nurses, or CHRNs, are those who have control hours but have agreed upon accepting this status of employment that, when census dictates, the Hospital may relieve such nurses from a shift. CHRNs shall receive benefits commensurate with their control hours. Bargaining unit positions with cancellable hours will not be created, posted or filled if the result would be to increase the number of cancellable hours to more than ten percent (10%) of the total control hours (including cancellable and non-cancellable hours), unless otherwise mutually agreed.

Section 9. The term “network employee” refers to an employee who is assigned to work at multiple facilities either on a temporary basis or a permanent basis. The Hospital shall not assign an employee to a location or department unless he/she is deemed by the Hospital to be qualified to perform the assigned work. The Hospital shall fully orient a network employee to a location or department prior to assignment. When assigning network employees to locations or departments other than their home location or department, the Hospital will distribute such assignments in a fair and equitable manner, subject to operational and patient care needs.”

2. Article VI (Overtime).

Revise Section 1.d.5 as follows:

“Overtime will be calculated and paid for all time worked ~~after 12 hours~~ in excess of forty (40) hours in any one work week.”

Delete second sentence of Section 6 which reads:

“For Registered Nurses who work less than forty (40) hours in a work week, time and one half will be paid for hours worked beyond the regularly scheduled shift when the total consecutive hours worked are twelve (12) or more in a shift.”

Add the following new Section 9:

"Except for good cause shown by the Hospital, overtime shall be voluntary. Good cause includes every reasonable effort being made by the Hospital to resolve the problem without mandating overtime and individual Registered Nurse commitment shall be taken into consideration. Any instance of required overtime will be pre-approved by the Chief Nursing Officer."

3. **Article VI, Section 3 (Weekend Scheduling).** Delete Sections 3.c and 3.d as follows:

"c. Effective 4/1/99, full-time and part-time Registered Nurses who complete twenty (20) years of service shall, in lieu of the reduced weekend commitment, receive five (5) pro-rated PTO days which shall be scheduled and administered, subject to the requirements established in Article XI, Paid Time Off.

d. Effective 4/1/99, full-time and part-time Registered Nurses will upon completion of 25 years of service, be eligible to select between retaining the five (5) PTO days or the reduced weekend commitment, *i.e.*, not being scheduled or required to work more than twelve (12) weekends per calendar year except in emergencies. Such election must be made within thirty (30) calendar days of the nurse's 25th anniversary.

Nurses shall be allowed to change their election once per contract period. Such election must be made within thirty (30) calendar days of the effective date of the new contract. In the event a nurse elects such change, the five (5) PTO days and the weekend commitment will be pro-rated in the first calendar year of the election."

4. **Article VI, Section 7.b (Meal Time).** Revise as follows:

"b. Should the Supervisor determine that the patient load is too heavy to provide the Registered Nurse with a required meal period, the Hospital will ~~provide pay~~ provide the Registered Nurse ~~with a meal without loss of pay to the Registered Nurse for time worked for the half-hour in lieu of providing the meal period.~~

5. **Article XI (Paid Time Off).** Delete Section 2.g. which reads:

"g. 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."

6. **Article XIII (Health and Welfare).** Add the following new Section"

"Section 4. The Hospital may require a Registered Nurse to receive a flu shot, subject to religious and medical exemptions consistent with applicable law."

7. **Article XXI (Call Pay).** Revise Section 2 as follows:

“PACU, PACU EXT, OR, ICU, L&D, NICU, Interventional Radiology and Endoscopy Departments with Mandatory Call.

8. **Article XXII (Job Posting).**

Revise Sections 2.a and 2.b as follows:

“a. Before filling a vacant position in a position covered by this Agreement in a Medical-Surgical Unit with a Registered Nurse from outside the bargaining unit, the Hospital will honor the transfer request of a Registered Nurse who has previously demonstrated the ability to perform the work of the posted position and is qualified to perform the work. If there is more than one such Registered Nurse who meets the above criteria requesting transfer, the opening will first be offered on the basis of seniority to qualified bidders on the unit with the vacancy before offering the position on the basis of seniority to qualified bidders working outside the unit.

b. ~~Before~~ When filling a vacant position in a position covered by this Agreement in a Specialty Unit, it shall be filled on the basis of ability, experience, educational background and management perceptions. In selecting among nurses who apply for and meet the qualifications for a vacant position, the position shall be granted to the qualified applicant with the most seniority on the unit with the vacancy before offering the position to qualified bidders outside the unit, unless there is an appreciable difference in the ability, experience, educational background and management perceptions. “Management perceptions” shall not be used in an arbitrary, capricious or unreasonable manner.” ~~with a Registered Nurse from outside the bargaining unit, the Hospital will honor the transfer request of a Registered Nurse who (1) has had experience or has completed specialty training in the specialty where the opening exists and (2) is qualified to perform the work. If there is more than one such Registered Nurse who meets the above criteria requesting transfer, the opening will first be offered on the basis of seniority to qualified bidders on the unit with the vacancy before offering the position on the basis of seniority to qualified bidders working outside the unit.~~

Registered Nurses transferring to a position in the OR shall serve a trial period of up to one (1) year pursuant to the terms of this section. Successful candidates in the ICU shall serve a trial period of up to one hundred eighty (180) days.”

Delete Section 2.c which reads:

“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) 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.”

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 eighteen (18) months after starting in the position.

j. A Registered Nurse who has received a written warning or higher level of discipline will not be qualified to bid on a vacant position during the six (6) month period following the date of the discipline.

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

9. Article XXXII (Duration). Subject to other terms of agreement.