

MEMORANDUM OF AGREEMENT
March 30, 2017

Danbury Hospital and AFT Nurses and Health Professionals, Unit 47, Local 5047, have agreed on the terms of a successor collective bargaining agreement as follows:

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	
U13 – Layoff and Recall	
U15 – Association Security	
U12 – Bulletin Boards	
U18 – Clinical Ladders	

2. Wages (U4).

-Effective April 2, 2017, 2% increase to the Day Rate for all steps.

-Effective April 1, 2018, 2% increase to the Day Rate for all steps.

-Effective April 7, 2019, 2% increase to the Day Rate for all steps.

In the first pay period in October 2017, full-time nurses (control hours of 32 hours or more) will receive a payment of \$425, and part-time nurses (control hours of less than 32 hours) will receive a payment of \$250. To receive a payment, a nurse must be employed on the date of ratification and the date that the bonus is paid. For purposes of determining control hour status, an employee's control hours on the date of ratification will be used.

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.”

Delete Article VI, Section 4(e).

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. Successor (U1). NEW Article:

“NOTIFICATION OF INTENT TO SELL ASSETS

The Hospital shall notify the Union of a proposed sale of substantially all of its assets within ten (10) working days after the execution of a binding Purchase & Sale Agreement with the prospective purchaser. In the event that it gives such notice, the Hospital shall simultaneously offer to bargain over the effects of the transaction.”

8. Holidays (U10). Effective the first Thanksgiving after ratification, add “and/or Thanksgiving” to Article XI, Sections 5(c) and 5(d) so as to add Thanksgiving as a double-time holiday.

9. Investigatory Suspensions (U27). Add the following to Article XV (Discipline and Discharge):

“Investigations by the Hospital. The Hospital may only suspend an employee without pay pending an investigation for a serious offense including, but not limited to, Patient Safety Violations, Theft, Drug Diversion, Workplace Violence or Violation of the Hospital’s Alcohol and Drug Free Workplace Policy. An unpaid suspension without pay pending an investigation may not exceed seven (7) calendar days. Accrued PTO may be used during an unpaid suspension, and PTO used will be restored in the event that no discipline or discipline below a suspension is issued.”

10. H1 (Flex Nurse).

Article II, Section 2 (Definitions)

Add the following new Section 8:

“A flex nurse is a nurse regularly employed to work in either the 36 hours per week flex or 24 hours per week flex categories whose hours may be flexed down in accordance with Article ____ (“Flex Nurse”).”

NEW Article

“Flex Nurses are nurses who are employed to work in either the 36 hours per week flex or 24 hours per week flex categories. Flex Nurses generally will work 36 or 24 hours per week. However, based upon the Hospital’s patient care requirements, as determined by the Hospital, a Flex Nurse may be required to flex her/his hours down. When flexed down, Flex Nurses will have the option to use PTO time to receive pay for the cancelled hours. For purposes of Article X, Section 5, a 36-hour Flex Nurse position is considered a 36-hour control position.

Nurses in flex positions will be paid based on their actual hours worked, but for employee benefits and Paid Time Off on their control hours (36 hours in the case of 36-hour Flex

Nurses and 24 hours in the case of 24-hour Flex Nurses) regardless of whether or not they are flexed down.

A nurse in a flex position may have his/her schedule adjusted down by not more than one shift or part of a shift per week, and the Hospital will endeavor to give the nurse at least one and one-half (1.5) hours' advance notice when flexing down for a shift or beginning part of a shift. The Hospital may flex down the nurse for the rest of the shift after four (4) hours from the start of the scheduled shift. The stated hours of the position shall be included in the job posting.

The Hospital may post Flex Nurse positions in the following cost centers: Float Pool, ICU, Labor & Delivery, NICU, and Post-Partum. Flex Nurse positions shall not exceed one position (36 or 24 hours) on days and one position (36 or 24 hours) on nights in each cost center, with the exception of the Float Pool which may have three positions (36 or 24 hours) on days and three positions (36 or 24 hours) on nights, unless otherwise mutually agreed.

In the event of a layoff within a cost center with Flex Nurses, flex hours will be eliminated first. For example, if there is a 36-hour Flex Nurse position, before laying off any nurse, that Flex Nurse position will be converted to a regular 24-hour position (non-flex).

No flex position can be created as part of a layoff. No nurse may be involuntarily transferred into a flex position, nor be required to bump into such position as a result of contractual bumping rights.”

11. Network Nurse (H1). Add the following new provision:

“Nurses from Norwalk Hospital or New Milford Hospital who are assigned temporarily to perform work at Danbury Hospital will remain employees of the facility from which they transferred and will not be covered by this agreement. Temporary assignments under this paragraph shall be limited to five (5) consecutively scheduled work days, unless emergent conditions require a longer assignment. Unit #47 shall be notified of such longer assignments. The Hospital will not use this provision as a substitute for filling vacancies. No Danbury nurse will be floated from a unit during a shift when a Network Nurse is working on the unit.”

12. Weekends (U6 and H3).

U6 Add the following to Article VI, Section 3(b):

“For 12-hour shift nurses in the ED, the Hospital will use reasonable efforts, subject to patient care needs, to schedule such nurses for three weekend shifts within a four-week period instead of four.”

H3 Add the following to Article VI, Section 3(b):

“A full-time or part-time 25-year nurse who has elected to retain the reduced weekend commitment will receive two hundred (\$200) for each additional weekend shift (minimum 6 ½-hours) worked (whether voluntarily or required pursuant to the next paragraph) over and above his/her regular two weekend shifts per month commitment provided the nurse has actually met her two required weekend shifts commitment.

In the first instance, the Hospital will seek volunteers among the 25-year nurses to pick up additional weekend shifts (selected by seniority). If after seeking volunteers, patient care needs require additional weekend staff, such as an insufficient number of nurses with a full weekend commitment on a given unit, thereby impacting the Hospital’s ability to safely staff weekends, 25-year nurses with a reduced weekend commitment may be required to schedule one (1) additional weekend shift per quarter. Any such required shifts will be rotated by inverse seniority order.”

13. Cost Containment Advisory Committee. The parties will create a committee to discuss (1) reducing health insurance costs, and (2) promoting the health and well-being of employees. The Committee shall serve in an advisory capacity and does not have the authority to modify the collective bargaining agreement or to negotiate over the terms and conditions of employment. Bargaining unit members will not suffer a loss of pay for time spent attending meetings of the Committee.”

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

15. All other proposals withdrawn without prejudice.

The parties hereby agree to extend the term of the current collective bargaining agreement to the date of the ratification vote for the successor agreement. The Union bargaining committee will recommend and promote ratification of this agreement.

THE HOSPITAL

THE UNION

Dated: March 30, 2017

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