

Summary 3/29/17

- Proposed changes to their flex proposal language

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 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.

~~The Hospital reserves the right to terminate any Flex Nurse position, in which event the affected nurse will revert to his/her base schedule (24 hours or 12 hours per week) for all purposes, and the reduction in force and recall provisions of this Agreement shall not apply.~~

A nurse in a flex position may have his/her schedule adjusted down by not more than ~~12 hours~~ **one shift or part of a shift** per week, and the Hospital will endeavor to give the nurse at least ~~one (1) hours'~~ **two 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 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 ~~the following FTEs in each Cost Center: Float Pool (3.6 FTEs), L&D (3.0 FTEs), NICU (3.0 FTEs), Post-Partum (2.4 FTEs),~~ **one position (24 or 36) on nights and one on days in each such cost center** 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 a result 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.

- Hospital then offered second comprehensive agreement

**COMPREHENSIVE PACKAGE PROPOSAL
BY THE HOSPITAL
March 29, 2017
10:30 AM**

1. All signed tentative agreements.

U22/H7/U19 – Staffing
U24 – Workplace Safety
U20 – Labor Management
U21 – Supervisory Status
U5 – Name Change
U13 – Layoff and Recall
U15 – Association Security
U12 – Bulletin Boards
U18 – Clinical Ladders

H1 – Direct Deposit
H8 – Job Posting

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% 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% 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% 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.”

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. Job Posting (U16).

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)~~ sixty (60) 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)~~ sixty (60) 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. 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.”

9. 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.

10. Investigatory Suspensions (U27). ^{JAL} Add the following to Article XV (Discipline and Discharge):

“Investigations by the Hospital. If an employee is suspended pending an investigation, the Hospital will make reasonable efforts to complete the investigation in a timely manner. When an employee is suspended pending an investigation, the suspension will either be paid or unpaid based on a case-by-case review by the Hospital.”

11. H1 (Flex Nurse). As proposed on March 21.

12. 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. The Union shall be notified of such longer assignments. The Hospital will not use this provision as a substitute for filling vacancies.”

13. H2 (Overtime). Withdraw first part of proposal regarding daily overtime but retain:

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

14. Weekends (U6 and H3).

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

“For 12-hour shift nurses, 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):

“In the event that patient care needs require, 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 may be required to work three (3) weekend shifts per month.”

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

16. All other proposals withdrawn without prejudice.

Nursing Union counterproposed changes –

- Ben – adding use PTO time said verbally, grandfathering people over 32 hours full time, anyone in grandfather class take position still protected
 - Deleted paragraph dealing with what happens if reduced
 - Flex to be 1 shift or part of shift per week

- Cancel today, down staff 4 hours part of shift, 4 hour minimum working
 - Don't want come in late and leave early – one shot at cancel per week
 - No going home and coming back – multiple cancels
 - Believe give flexibility you needed
 - Want to make position desirable
- 1 position, 1 day and night for each cost center
- No flex position created as result of layoff
- No involuntary transfer into flex position
- Your layoff language – think it works. Hours would disappear but not necessarily that person. In that position and some hours eliminated per contract would need to discuss. Talking hours not people
- Hospital – address concern at one point was supposed to be laid off first notion flex hours would go first. Would be considered layoff and would receive bumping rights?
- Ben – yes that's correct

Hospital Comprehensive response

- 1) all TA
- 2) offered 1% steps 8-11.
- 3) night shift bonus agreement delete article 6 4e) duplicative – no more distinction
- 4)PTO as is
- 5)Hospital PTO
- 6) day bereavement add aunt and uncle to current language
- 7) job postings – modified to increase to 60 union proposed, left in preference piece – not sure if for duration would get preference over in unit would be best. Preference for more senior in unit qualified
- 8) successorship – requires give notice if enter binding sale agreement and offer bargain over effects of action
 - If talking about selling, which we're not, sometimes those provisions cause buyer concern. What is it you are trying to guard against. Under labor laws in these situations as buyer "stuck" with union and CBA that exists. More concern if 2 facilities merged as transaction. Tried to be responsive
- 9) add thanksgiving as double time holiday – uniformity throughout hospital
- 10) investigatory suspensions – language addresses concerns in part – if employee perspective investigations drag on this provision use reasonable efforts timely manner and evaluate case by case basis whether paid or unpaid appropriate
- 11) flex nurse as previously proposed
- 12) network nurse language – time limit on how long can happen and if further let you know, not use for substitute of filling vacancies
- 13) OT – w/d daily OT piece, left mandation occurring with CT law

- 14) effort modify weekend package – response on union proposal reasonable effort 3 shifts for weekends based on patient needs. Intended to address, ED has lot 12 hour shifts and people over 25 years and have not opted out weekend, that department problematic in particular. Rule in event that patient care needs require in limited case 25 year nurses may be required to make 3 weekend shifts instead of 2 – would be temporary
 - 15) 3 years
 - 16) all other proposals withdrawn
- Withdrew out of package H10, modified OT, modified weekend
 - Think only one left out is pension piece – operate plan system wide basis which is why didn't include.

Union Counterproposal

- Ben – have comprehensive response all premised on dealing with insurance and pension. As we're going through lots of thing in both package, no tentative agreement on individual pieces.
 - Wages – we believe in step system have fought for 38 years breaking apart contrary to way doing things. Proposal 2.5% first year and then 3% and 3% assuming 3-year contract
 - # 3, 4, 5, 6 – part of package as well
 - 7) counter with 60 days - first 30 days under old rules as current contract and next 30 would be “except for positions where qualified unit employee has applied”. 30 as is, 30 more with extra restriction
 - 8) successorship language – getting people hired, practical norm for nursing. In language, we proposed was restricted to not only sale but also parts of sale. Counter with current language in New Milford contract. In my view our language proposed would have prevented some more recent changes to divisions, this limits to bigger picture.
 - 9) agreed
 - 10) should be U26, in our view not allowed currently, violation of just cause. Not interested in immortalizing uncapped use of it, we think language worse position than now. Judgement of hospital case by case recently equals suspension w/out pay. Propose up to 3 days unpaid in cases of patient care/safety only, don't believe ever appropriate for other positions, don't feel joint issue in fault of length of investigations, but show me if wrong, your job to investigate.
 - 11) flex – waiting to hear back from hospital on union flex proposal
 - 12) network nurses – work on language – no Danbury RN floated from nurse in which nurse working, generally think current treatment of travelers should apply unless otherwise stated, in terms of notice for longer assignment it should be Unit 47 instead of Union.
 - Reject – mandatory OT and weekends. We understand efforts just not there continue to look at trying to look way to make fair.
- Hospital Counterproposal
 - 1) all TA
 - 2) movement in year one but no movement year 2 or 3 – counter leave year 2 and 3 same. Year 1-1% increase all steps or alternative 1.5% through steps 8-11.

- 3) extra night shift bonus
 - Ben – don't want use
- 4) PTO – proposal use PTO to supplement certain types paid leaves
- 5) PTO –
- 6) bereavement leave aunt and uncle
- 7) Job posting – believe comes up relatively infrequently suggest you w/d
- 8) hold to our proposal
- 9) holidays – thanksgiving double time
- 10) investigatory suspensions – counter don't have language – for serious or egregious include patient safety, theft, drug diversion, workplace violence, violation of drug and ETOH policy (if not limited to) in those instances could be unpaid and capped at 7 business days. Would require commitment on both sides to get scheduling quickly
- 11) flex – agree to counter with exceptions
 - 90 minute notice
 - Float pool 3 day and 3 night
- 12) network – agree with counter
- w/d in full OT proposal
- 14) weekends – in addition to counter 12 hour shifts would limit fix position in ed w/out prejudice to out of ed, amend for 25 year nurses w/ reduced weekend commitment – volunteers first extra shift \$200 bonus, if after soliciting still need additional would assign 1 shift per quarter – would also receive \$200 bonus. Would be part of core staffing not overtime
- 15) duration – 3 years
- 16) w/out prejudice clause
 - Discussion on side about health insurance can't make changes for just this group – changes coming next year for wellness program would provide \$600 deduction with participation in wellness plan. Open to talking about process and ways to have MD concerns considered.
- Ben – just to clarify regarding asking drop any proposals to drop or have any changes to 401K or pensions
 - Hospital – correct
 - Ben – mentioned health insurance part of our proposal – conceptual in nature. You stated no changes to the plan being considered for this year, do you have a response on bargaining for future years
 - Hospital – view is would want to stay with current language

Union Counterproposal

- Ben – based on your list
 - 1)all signed TA
 - 2) wages – 4%,3%,3% across the board (plus step movement)
 - 3,4,5,6 ok as stated previously
 - 7) withdraw
 - 8) notification – ok
 - 9) thanksgiving – original proposal to add Christmas Eve day and New Years eve day

- 10) investigatory suspension – email back changes – offence patient safety violation as opposed to patient care, 7 calendar days instead of business days. Can use PTO for those days, would be reimbursed. All efforts to make rapid agreed
- 11) flex - 90 minutes notice to come in and 3 day, 3 night float positions agreed
- 12) network float - ok
- 13) hospital w/d - accept
- 14) will send. Only change is near end says to work one additional weekend changed to schedule one additional weekend – otherwise looks like call – maybe say make commitment
 - Bonus in 1st paragraph
 - Presumably if one scheduled and then downstaffed meet commitment rather than actually work shift
- Health insurance – cost containment committee – have interest in Union participation
- Pension and 401K would like 401K quarterly contribution.

Hospital Response

- Amendment to package
 - Just areas that were open discussed
 - Wages – position that the hospital has taken into account, goal counting steps stay in range leaving 1-7 as is, abandoning that concept, would apply to day rate all steps
 - 3-year contract each year 1% beginning year, ½% percent 6 months , start of first pay period in April, half step in October for each year
 - Thanksgiving piece added back in, spending dollars left in wages - reject other holidays proposed
 - Investigatory suspensions – accept as written previously
 - Weekends– accept as written previously
 - Cost containment – accept – will put language together for Union membership in committee
 - Pension – your members are 10% of the plan, doesn't allow for Union to negotiate for all 6500 people in plan, can't say everyone will get on contribution on a quarterly basis. On dollar cost averaging issue we hear you, this year you would have made, next year you may have lost

Caucus at this time

Hospital returned after discussion with offer: offer accepted by Union contracted signed as viewed in separate Memorandum of Agreement document – see second link

