

AGREEMENT
BETWEEN
THE DANBURY HOSPITAL
AND
DANBURY NURSES UNION
UNIT 47
LOCAL 5047
AFTCT, AFT NURSES AND
HEALTHCARE PROFESSIONALS, AFL-CIO

April 1, 2017 through March 31, 2020

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This Agreement is entered into this 1st day of April 2017, by and between The Danbury Hospital located in Danbury, Connecticut (hereinafter referred to as the “Hospital”), and Danbury Nurses Union Unit #47, Local #5047, AFTCT, AFT Nurses and Health Professionals, AFL-CIO (hereinafter referred to as Unit #47). The intent and purpose of this Agreement is to set forth the terms and conditions of employment of the Registered Nurses covered by this Agreement, to provide for the adjustment of grievances, to assure the continuous and harmonious operation of the Hospital, to provide the community with quality nursing care, and to promote and improve the mutual interests of the patients, the Registered Nurses and the Hospital.

ARTICLE I RECOGNITION

The Hospital recognizes Unit #47 as the exclusive representative of all employees in the bargaining unit set forth in Certification of Representation Case No. 39-RC-385 dated January 21, 1983, and below, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment:

Included: All Full-time and Part-time Registered Professional Nurses, Nurse Clinicians and Nurse Practitioners, and Graduate Nurses regularly employed by the Employer who work an average of eight (8) or more hours per week.

Excluded: All other employees, Nurse Managers, Assistant Nurse Managers, Nurse Educators, Infection Control Nurses, Clinical Resource Managers, PRNs, guards and supervisors as defined in the Act.

ARTICLE II DEFINITIONS

Section 1: The term “Registered Nurse” is hereby defined as an employee regularly employed by the Hospital as a Registered Nurse for an average of eight (8) hours per week or more who is licensed by the Connecticut Board of Nursing or who is a graduate nurse awaiting the first board exam or the results of that exam.

Section 2: The term “Full-time Registered Nurse” is hereby defined to include only those Registered Nurses regularly scheduled to work thirty-two (32) or more hours per week, inclusive.

Section 3: The term “Part-time Registered Nurse” is hereby defined to include only Registered Nurses regularly scheduled to work at least eight (8) hours but less than thirty-two (32) hours per week.

Section 4. The term “AFT Nurses and Health Professionals” is hereby defined as the state or national representative of Unit #47 affiliates.

Section 5. The term “Charge Nurse” is hereby defined as a Registered Nurse who is assigned the temporary responsibility for one hour or more of a nursing unit, on any shift.

Section 6. The term “s/he” shall denote either he or she.

Section 7. The term “base rate” is hereby defined as the regular straight time hourly rate of pay, exclusive of premium, paid to each Registered Nurse, respectively.

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 XXXIV (“Flex Nurse”).

ARTICLE III ROLE OF THE NURSE

Section 1. The parties recognize the importance of providing the patients with adequate and safe nursing care.

Section 2.

a. The Hospital will make every reasonable effort to develop job descriptions so that the level of training, education, experience and ability of the Registered Nurses can be utilized to the fullest extent possible in providing nursing care.

b. The Hospital will operate a Staff Development Program available to Registered Nurses on a continuing basis in accordance with Article XII, Staff Development.

Section 3. A Registered Nurse is to assess, plan, implement, evaluate, and document the total nursing needs of the patient. The Registered Nurse shall, accordingly, among other duties and responsibilities:

a. reduce the severity of illness, speed the process of recovery, and lower the incidents of readmission through teaching;

b. observe the patient, interpret and translate information into concrete action;

c. evaluate the results of therapy by patient responses, setting priorities for care;

d. prepare, administer and supervise a patient care plan including discharge planning for each patient s/he is responsible for;

e. perform and/or supervise therapeutic measures prescribed and delegated by medical authority;

f. interpret to the patient that s/he is the most important resource in promoting successful therapy and rehabilitation;

g. demonstrate clinical judgment which leads to and emanates from gathering and interpreting comprehensive and detailed information required to identify both present and future help needed and to evaluate the effectiveness of service provided;

h. participate in the Hospital’s Staff Development Program in accordance with Article XII, Staff Development, as part of his/her professional growth and development and otherwise to maintain a level of professional competence and knowledge consistent with advancing nursing technology as defined in Article XXXI.

i. assume charge responsibility when so assigned, when necessary, in the nurse’s own unit or a unit similar to the one s/he is normally assigned to.

Section 4. Nurses who demonstrate competency caring for all patients in their unit or area of specialty may volunteer to orient to the Charge Nurse role. Volunteers will be oriented

on a fair and equitable basis. Upon successful demonstration of the revised Charge RN competencies a Registered Nurse will be eligible to take charge.

ARTICLE IV NON-DISCRIMINATION

Neither the Hospital nor Unit #47 will discriminate against a Registered Nurse on account of his/her race, religion, sex, national origin, age, creed, mental or physical disability, ancestry, sexual orientation or marital status, as prescribed by Federal and State Legislation or because of his/her membership or non-membership in Unit #47.

ARTICLE V MANAGEMENT RIGHTS

Unit #47 recognizes that the Hospital has an obligation of serving the public with the highest quality, efficient and economical medical care, and in meeting medical emergencies. Unit #47 further recognizes the unilateral right of the Hospital to operate and manage the Hospital including, but not limited to, the right to require efficient standards of performance and the maintenance of discipline, order and efficiency, the right to determine medical and nursing care standards and methods, to direct nurses and determine professional assignments, to schedule work, to determine the quantity and type of equipment to be used, to introduce new methods and facilities, to determine efficient staffing requirements, to determine the number and location of facilities, to determine whether the whole or any part of the operation shall continue to operate, to select and hire employees, to determine qualifications for nursing positions, to promote, to demote, to suspend, discipline or discharge employees for just cause, to layoff employees for lack of work or other legitimate reasons, to recall employees, to determine that nurse employees shall not perform certain functions, to promulgate reasonable rules and regulations provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE VI HOURS OF WORK & PREMIUMS

Section 1:

a. The normal work schedule for a Full-time Registered Nurse is five (5) days a week, forty (40) hours, with a normal work day of eight (8) hours. The current basic shifts are as follows:

Day Shift	7:00 a.m. - 3:30 p.m.
Evening Shift	3:00 p.m. - 11:30 p.m.
Night Shift	11:00 p.m. - 7:30 a.m.

Registered Nurses employed on the night shift before 7/1/85 and determined to be hardship cases, shall work 11:00 p.m. to 7:00 a.m. Registered Nurses will be paid on the bi-weekly payroll.

b. The parties recognize that the work week, work day, and weekend in certain nursing units and for certain Registered Nurses will commence and/or terminate somewhat prior to or later than the times specified above, and that the scheduled number of hours worked in a day and/or week may vary from the current basic shifts above.

The shifts currently scheduled in certain nursing units are delineated in the letter attached to this Agreement. In the event a permanent change in these shifts' starting and/or ending times is planned by the Hospital which affects an incumbent nurse regularly scheduled to that shift, Unit #47 will be notified and if requested by Unit #47, the parties will meet immediately to negotiate the effects of the change on Registered Nurses who staff that shift.

c. The normal work week is the period consisting of seven (7) consecutive work days and currently commences at 12 a.m. on Sunday. The normal work day consists of twenty-four (24) consecutive hours commencing at 12 a.m.

d. Twelve (12) hour shifts will be administered under the following:

1. There will be two paid breaks of 15 minutes on each shift.
2. Day shift Registered Nurses will earn evening premium and evening bonus from 3:00 p.m. to 7:30 p.m.
3. Night shift Registered Nurses will earn evening premium and evening bonus from 7:00 p.m. to 11:00 p.m. and night premium and night bonus from 11:00 p.m. to 7:30 a.m. Night shift Registered Nurses who work beyond 7:30 a.m. will continue to earn night premium and night bonus for all hours worked. This shall include extra shifts.
4. No Registered Nurse will be scheduled for more than two 12 hour shifts in a row without mutual consent.
5. Overtime will be calculated and paid for all time worked after 12 hours.
6. When a nurse is scheduled for mandatory in-service on a scheduled day off, and it is cancelled within forty-eight (48) hours of the scheduled in-service, the nurse may elect to use PTO, or to report to work if the in-service hours would have brought the nurse to her/his control hours for the week. If the in-service hours would have brought the nurse over her/his control hours for the week, the nurse may elect to use PTO or not work and not be paid. Such nurse may work only if prior approval is given by the nurse's supervisor.

In either situation, if the mandatory in-service is cancelled with greater than forty-eight (48) hours' notice, the affected nurse will work her/his regular schedule.

Section 2. Staffing Schedules. Each four (4) week schedule, which shall include days for which the Registered Nurse is not scheduled to work and scheduled PTO days, shall be posted two (2) weeks before the end of the current schedule. Thanksgiving, Christmas and New Year's shall be posted on the same date as the posting of the schedule containing the Thanksgiving Holiday. The request book shall remain in the patient care unit in a convenient

area designated by the Nurse Manager until at least one (1) week before the schedule posting. Both parties recognize the increasingly technical and specialized nature of nursing care. To this end, the Hospital will schedule a Registered Nurse to the unit to which s/he is normally assigned. In unusual cases, a Registered Nurse may be assigned to a unit to which s/he is not normally assigned on a temporary basis. However, under such circumstances, the nurse will not be assigned charge unless s/he agrees.

a. Every effort will be made to adhere strictly to such schedules, but the Hospital will not unreasonably deny requests to switch schedules within the same patient care unit. Such changes shall be arranged by the Registered Nurse with another qualified staff person on his/her unit, and with the approval of the immediate supervisor.

b. Except in the case of a common disaster, a Registered Nurse who reports to work promptly after being called to work on a shift or a day other than that for which she/he is regularly scheduled will be paid at his/her base rate from the starting time for that shift not to exceed two (2) hours pay.

In the event that the President or designee declares a severe weather day, employees who report to work one (1) hour or less after their scheduled starting time due to travel delays will be paid at their base rate from their scheduled starting time. All others will be paid for hours actually worked.

In making his determination, the President or designee will take into consideration local closings and cancellations, local road and weather conditions and will survey representative Hospital departments on the day of the storm to determine if conditions justify declaring a severe weather day.

c. A Registered Nurse whose unit is closed on a temporary basis may be floated to another unit at the discretion of the Hospital. A registered nurse whose unit is closed on a temporary basis and is scheduled to work shall be granted accrued benefit time off, before such time off is offered to other Registered Nurses on the new unit, unless their time off had been previously approved. Other than for those Registered Nurses who have previously scheduled time off, seniority shall prevail when more than one nurse fits the criteria above.

d. The Hospital agrees as follows:

1. The Hospital will make all reasonable efforts to avoid a floating nurse having to take more than one assignment during a shift;

2. In the event a nurse is given an additional assignment, the CNO and the Unit 47 President, or designees will be notified via a mutually developed form;

3. The responsible manager shall submit a written explanation of the reasonable efforts to the Staffing Committee.

e. Network Nurse. 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.

Section 3: Weekend Scheduling.

a. The weekend shall be the forty-eight (48) hour period commencing for the Day Shift and Evening Shift at 7 a.m. on Saturday. The Night Shift Registered Nurses on a unit by unit basis will have the option of choosing either Friday and Saturday or Saturday and Sunday as their weekend days provided that the exercise of such option will be subject to the staffing requirements established by the Hospital and that conflicts between Registered Nurses in exercising the option will be resolved by a majority vote of the nurses in each unit.

A change in the weekend days for the night shift for the unit must be made a minimum of two weeks prior to the new posting of the four-week schedule.

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.

If a Registered Nurse wishes to work more than twenty-six (26) weekends each calendar year, however, s/he may do so with the approval of the Hospital. The Hospital will make a reasonable effort to provide every other weekend off, to schedule scheduled PTO to begin at the end of the work day on Friday and end on Sunday, and to provide the weekend off at the beginning of the scheduled PTO time off and the weekend off at the end of the scheduled PTO time off.

Registered Nurses may be required to work successive weekends on a fair rotating basis so as to make the above scheduling practicable, but the Hospital shall make a reasonable effort not to require a Registered Nurse to pay back PTO weekends immediately after his/her return from scheduled PTO time off.

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.

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.

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.

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/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 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 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 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.

d. All forms of premium pay provided for above shall be paid only for hours worked and shall not be included in calculating pay for time not worked, except as expressly provided elsewhere in this agreement. Shift premiums will be included when calculating the pay rate for PTO time taken for Registered Nurses who are regularly assigned and scheduled to work evenings and nights.

Section 5. Extra Night Shift Bonus: Effective the start of the first pay period after ratification of this Agreement, a 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.

Section 6. Overtime.

a. Registered Nurses shall be paid time and one-half (1-1/2 times their base rate), for all hours they work in excess of forty (40) hours in any one work week as defined in Section 1c hereof. 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.

b. In computing the overtime rate for a Registered Nurse who is entitled to an Evening, Night, and/or weekend premium, such premium will be added to his/her base rate as required by Wage-Hour law.

c. There will be no pyramiding of overtime or premium pay, except only in the following instances:

1. A Registered Nurse who works four (4) or more hours on the Evening or Night Shift on a weekend, as defined in Section 3.a. hereof, will be paid both the weekend premium set forth in Section 4.c. and either the Evening or Night Premium (whichever is applicable) as set forth in Section 4.a.

2. A Registered Nurse who works three (3) or more hours on the Evening or Night Shift on a holiday set forth in Section 5 of Article XI will be paid both the holiday premium set forth in Section 5. of Article XI and either the Evening or Night Premium (whichever is applicable) as set forth in Section 4.a., as well as the weekend premium where applicable.

Section 7. Meal Time.

a. For each shift that a Registered Nurse works for six (6) hours or more, s/he shall receive an unpaid half-hour meal period. At the supervisor's discretion and based on the staffing needs of the unit, a nurse that works less than six hours may be granted an unpaid half-hour meal period.

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 the Registered Nurse with a meal without loss of pay to the Registered Nurse for time worked.

Section 8. Rest Period. A Registered Nurse who works more than six (6) hours during a shift shall receive a paid fifteen (15) minute rest period (coffee break).

ARTICLE VII PROBATIONARY PERIOD

The first ninety (90) calendar days of employment will be deemed the Registered Nurse's probationary period. The Hospital has the right to extend the period for up to an additional ninety (90) calendar days when it deems appropriate. The Hospital will notify Unit #47 of any such extension. During such period, the Hospital may discipline, suspend or discharge a Registered Nurse, and such disciplinary suspension or discharge will not be subject to the grievance procedures or to arbitration. If the probationary period exceeds 3 months, the nurse affected shall receive whatever fringe benefits are afforded a nurse who has successfully completed the three-month probationary period. A probationary Registered Nurse who has been terminated will receive an exit interview with the Director of Labor Relations, Human Resources, or his/her designee.

ARTICLE VIII EVALUATIONS

Registered Nurses shall receive written evaluations on their respective anniversary dates. Such evaluations shall be discussed with each Registered Nurse and shall be signed by the Registered Nurse and by the supervisor for the evaluation. The Registered Nurse may make written comments regarding his/her evaluation on the evaluation form. The Registered Nurse shall receive a copy of the current evaluation at the time the evaluation interview is done by the supervisor. Copies of past evaluations may be obtained from the Human Resources Department upon request in writing.

ARTICLE IX GRIEVANCE PROCEDURE

Section 1.

a. **Definition:** A grievance is hereby defined as any misunderstanding, dispute, controversy, or claim arising out of or relating to the interpretation, application, meaning, or breach of the provisions of this Agreement.

b. **Multiple Grievances:** Upon mutual consent of Unit #47 and the Hospital in writing, two or more current separate grievances otherwise subject to this agreement may be consolidated

and processed before one arbitrator, provided however, that such procedure shall be subject to all the provisions of this article.

c. Procedure: Grievances must be processed as follows:

Step 1 - A discussion between the immediate supervisor and the R.N. The grievance must be filed within twenty (20) week days of the alleged violation or from when there would be reasonable basis for knowledge of the alleged violation. If the grievance is not settled to the satisfaction of both parties at this step, the R.N. shall have ten (10) week days from the date of the decision within which to reduce the grievance to writing and process it at Step 2 hereof. Should the grievant request, a member of the Unit #47 Grievance Committee may attend this and subsequent meetings.

Step 2 - The grievance must be in writing and presented to the operational department head or his or her designee, within ten (10) week days of the first step response. A member of the Unit #47 Grievance Committee, if selected by the grievant, may accompany the grievant to the second step and aid in the presentation of the grievance.

An answer to the grievance will be given in writing to Unit #47 President, the Grievance Chairperson, and the grievant by the Operational Department Head or his/her designee within ten (10) week days of the meeting in this step.

If the grievance is not settled to the satisfaction of both parties, the grievant, either himself/herself or through a member of Unit #47 Grievance Committee, may process the grievance at Step 3, but must do so in writing within ten (10) week days after receipt of the written Step 2 answer.

Step 3 - The grievance presented in Step 3 must be submitted in writing by the grievant, either by him/herself or by utilizing a member of Unit #47 Grievance Committee, to the Senior Vice President Human Resources or his/her designee within ten (10) week days after his/her receipt of the second step answer. At this and subsequent steps, a representative of the Federation and/or Unit #47 Grievance Chairperson, or his/her designee, must be present. The Senior Vice President Human Resources or his/her designee must answer the grievance in writing to the President of Unit #47, the Grievance Chairperson, and the grievant within ten (10) week days after the conclusion of the meeting or meetings held at Step 3.

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. All notices must be in writing.

The Arbitrator 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.

Section 2. Incidents which happened or failed to happen prior to the effective date of this Agreement shall not be the subject of any grievance hereunder, unless mutually agreed in writing.

Section 3. The time limits set forth in this Article may be extended in any particular case by the mutual consent of the parties. In computing the time limits, Saturdays, Sundays, and Holidays shall not be counted.

Section 4. It is the intent of the parties that discussion of grievance shall take place at mutually convenient times.

Section 5. Employees participating in steps of the Grievance Procedure shall obtain permission from their supervisors before absenting themselves from work.

Section 6. Supervisors shall not unreasonably deny requests for time off to attend grievance hearings. Such requests shall normally be made at least twenty-four (24) hours in advance.

Section 7. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretation of any of the provisions of this Agreement.

Section 8. Grievances filed by two (2) or more Registered Nurses from two (2) or more departments, and grievances filed by Unit #47 may be processed beginning at Step 3. The grievance must be filed within twenty (20) weekdays of the alleged violation or from when there would be reasonable basis for knowledge of the violation.

Section 9. The Grievance Chairperson or his/her designee shall not lose pay while attending grievance meetings during his/her scheduled working hours.

Section 10. The cost of arbitration shall be equally shared by both parties. Each party shall pay the expenses for witnesses which are called by them.

**ARTICLE X
BENEFITS
(INSURANCE AND RETIREMENT)**

Section 1. Registered Nurses will receive health and welfare insurance benefits to include medical, dental, short and long term disability and life pursuant to the FLEXability Benefits Program on the same terms and conditions as they are offered to all other Flex eligible employees of Western Connecticut Health Network. The Hospital in its discretion may amend such insurance benefits pursuant to Article XXX providing such amendments apply to all other Flex eligible employees in the Network.

Section 2. The Hospital will provide an open enrollment period for its medical insurance plans during November. Registered Nurses can change their plan selections only during the open enrollment period. If a Registered Nurse terminates employment and is subsequently re-employed, he/she may choose a plan other than the plan which he/she was covered by previously. New hires must make their benefit plan selection within thirty (30) days of their date of hire.

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.

Section 4. All injuries must be reported immediately to the Supervisor and/or Employee Health Services in accordance with the Connecticut Workers Compensation Act, and will be processed under the revised Worker's Compensation Policy dated July 1, 2012.

Section 5. It is agreed that all RNs actively employed with 32 control hours or more as of 1/1/12 shall pay the 40 control hour employee contributions for medical/dental benefit insurance coverage until such time that their control hours decrease below thirty-two (32). Thirty-two (32) control hour Registered Nurses hired after 1/1/12 will have their contributions based upon their actual control hours.

Section 6. Should a Registered Nurse die while an active employee of the Hospital, the primary beneficiary of the employee's group life insurance will receive a death benefit equivalent to his/her regular straight time hourly base rate multiplied by two (2) times his/her control hours.

Section 7. Registered Nurses shall receive automobile/travel allowances based on current Hospital policy. Employees who use their personal vehicle on a regular basis while on authorized Hospital business will be reimbursed up to \$75 annually toward the expense of automobile insurance which has been upgraded to business use. Documentation is to be provided by the employee from the employee's automobile insurance company indicating the premium difference between the regular coverage and the business use coverage.

**ARTICLE XI
PAID TIME OFF**

Section 1. Eligibility

Regular and part time Registered Nurses scheduled to work eight (8) or more control hours per week will be eligible to receive Paid Time Off (PTO).

Section 2. Accrual

a. A PTO day is defined as a Registered Nurse’s weekly control hours divided by five (5). For example, a Registered Nurse with thirty-two (32) control hours per week has a PTO day equal to 6.4 hours (32/5).

Length of Service	Annual Accrual
Up to 4 years	32
4 years but less than 5	33
5 years or more	37

b. Registered Nurses with 20 or more years of service who meet their weekend commitment during the previous fiscal year will be entitled to an additional 5 PTO days during the next calendar year. These five PTO days will be included in the “YTD PTO Balance” on the Registered Nurse’s pay stub.

c. PTO time shall accrue bi-weekly and will be shown on the Registered Nurse’s pay stub as hours earned.

d. Bi-weekly accruals for the most common control hours are listed in the chart below:

Annual PTO Days	16 Control Hours PTO Day=3.2 hrs.	24 Control Hours PTO Day=4.8 hrs.	32 Control Hours PTO Day=6.4 hrs.	36 Control Hours PTO Day=7.2 hrs.	40 Control Hours PTO Day=8 hrs.
32	3.938461	5.907692	7.876923	8.861538	9.846154
33	4.061538	6.092308	8.123077	9.138462	10.153846
37	4.553846	6.830769	9.107692	10.246154	11.384615

e. The calculation for weekly accruals for control hours not listed on the chart is as follows:

1. Divide the Registered Nurse’s weekly control hours by five;
2. Multiply the result by the annual number of PTO days to get an annual number of PTO hours.

3. Divide the annual PTO hours by 26 to calculate the bi-weekly accruals.

f. PTO time shall begin accruing on the Registered Nurse's date of hire and shall be available for use as it is earned.

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.

Section 3. Use of PTO Days

a. If a request by a nurse for time off is approved, she/he must use available PTO in order to meet her or his control hour commitment. Nurses will elect to be paid their PTO time based on the accrual rate (CH/5) or based on their regularly scheduled shift. Nurses are responsible for notifying their departmental timekeeper of their preferred method of payment. Related schedule changes must be approved by the Manager. In the event an employee chooses to be paid for a PTO day in an amount less than their regularly scheduled shift and then does not meet his/her control hour commitment for the week, the difference will be deducted from the PTO bank by the departmental timekeeper. This section does not apply to requests for voluntary down staffing by the Hospital.

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 regarding the disciplinary process related to unscheduled PTO.

c. Effective January 1, 2018, PTO 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.

d. Any time used for contractual bereavement (Article XIV Section 1.a. Death in the Family) or jury duty, or paid by workers compensation, will be in addition to PTO days and will not be deducted from an employee's PTO bank.

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

f. Registered Nurses with transition PTO banks of over ten days will be required to use their annual accruals plus 5 days of their control hours until their carry over time is reduced to

the equivalent of the ten-day carryover. If the employee does not use the 5 additional days, Western Connecticut Health Network will automatically deduct them from their total balance in January of the following year.

g. PTO days do not count as time worked for the purposes of calculating overtime. The value of evening and night shift premiums is included in the payment of PTO time.

h. The Hospital will make reasonable efforts to accommodate the preference of the Registered Nurse insofar as the choice of scheduled PTO dates is concerned. It is recognized, however, that granting time off for scheduled PTO shall be subject to staffing requirements and patient care needs. Individual PTO days may be scheduled at any time by the employee within the departments scheduling guidelines. The number of Registered Nurses that may take time off for scheduled PTO at the same time shall be determined by the Hospital. Nurses who take unscheduled PTO time off after their PTO request has been denied or who take unscheduled PTO immediately preceding or following an approved PTO day without appropriate documentation will receive a written warning.

Section 4. PTO Year

a. The “PTO Year” shall be from January 1 through December 31 annually.

b. The parties acknowledge that the responsibility for utilizing PTO is shared by the Manager and the Nurse.

c. Scheduled PTO requests for the following calendar year shall be made no earlier than May 1 of each year and shall be considered on a unit by unit basis as determined by the unit based self-scheduling committee. Reasonable efforts will be made by the Hospital to accommodate the Registered Nurse’s preference for time off Scheduled PTO, but the final decision shall rest with Hospital based on patient care needs. In the event that a conflict of requested time exists and the scheduled PTO is requested between May 1 and May 31 inclusive, preference will be given to the Registered Nurse on a patient care unit basis by seniority (as defined in Article XVII, Section 1.). Such request shall be granted or denied by June 14, after which requests will be handled on a first-come first-serve basis and answers will be given by the Nurse Manager within two weeks of the request. Such requests will normally be granted where staffing permits in accordance with Article VI, but shall not be unreasonably denied.

d. Reasonable effort shall be made not to schedule Registered Nurses to work on the weekends immediately preceding or following their scheduled week(s) of PTO. No Registered Nurse will be required to work weekends falling during his/her scheduled week(s) of PTO.

e. The Hospital will make reasonable efforts to accommodate the preference of the Registered Nurse insofar as the choice of scheduled PTO dates is concerned. It is recognized, however, that granting time off for scheduled PTO shall be subject to staffing requirements and patient care needs. The number of Registered Nurses that may take time off for scheduled PTO at the same time shall be determined by the Hospital. When a conflict arises as to choice of

scheduled PTO dates at the time of approval, the Registered Nurse with the greater seniority shall be given preference, but not for more than two (2) weeks at a time.

f. If a death occurs during a scheduled PTO period, the paid days pursuant to Article XIV, Section 1.a. Death in the Family, will be considered bereavement days and PTO will be returned to the bank for future approval and scheduling.

g. Registered Nurses hired prior to 5/1/05 and who have completed the years of service shown below will receive a vacation and longevity bonus in the following amounts, which will be provided as “flex credits”.

Length of Service	Vacation Bonus	Longevity Bonus
10 years but less than 15	\$250	\$275
15 years but less than 20	\$500	\$575
20 or more years	\$600	\$750

Registered Nurses who have completed twenty (20) years of service, but who are not eligible for either the reduced weekend commitment or scheduled days off pursuant to Article VI, Section 3 c. and d. shall receive an additional \$250 for a total longevity bonus amount of \$1000.

Section 5. Holidays

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

New Year’s Day
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. 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 Thanksgiving, Christmas and/or New Year's 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 Thanksgiving, Christmas and/or New Year's Holiday as set forth in section (b) shall be paid double time his/her base rate for each hour worked on those holidays.

A day shift nurse working on the day shift on either Christmas Eve or New Year's Eve will receive holiday pay for hours worked on the evening holiday shift whenever the nurse works two (2) or more scheduled hours on that shift.

A Registered Nurse who works on a Designated Holiday will not have any PTO deducted from his/her bank nor will such Nurse have any time added to his/her PTO bank.

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.

f. In a week where one of the seven designated Holidays occurs, the department timekeeper if needed to meet control, will deduct the value of the nurse's regular shift. In those cases where the nurse would prefer not to have PTO deducted to meet control for the week, management will endeavor to the extent possible to provide opportunities for worked hours to meet control during the week in which the Holiday falls. In five (5) day operating departments, should management be unable to provide opportunities for worked hours to meet control during the week in which the Holiday falls, the nurse will be permitted to work under control for that week. However, the nurse will be required to use pro-rated PTO time, based on control hours, for the Holiday.

**ARTICLE XII
STAFF DEVELOPMENT**

There shall be a staff development program which shall consist of:

Section 1. Orientation and In-service Education.

a. Orientation. There shall be an orientation program developed and maintained by the Hospital during which time the newly employed nurses shall be introduced to Hospital procedures and policies, the contract and any other appropriate programs. A portion of such orientation shall be reserved for a Unit #47 representative at the end of the paid orientation period. Attendance is voluntary and such time is not to be paid for by the Hospital.

b. In-service Education. An in-service education program established by the Hospital shall be provided to introduce nurses to new procedures, products, equipment, or yearly updates appropriate to their specialty. Attendance may be mandatory at the discretion of the Senior Vice President/Chief Nursing Officer (SVP/CNO) or her designee. When attendance is mandatory, the Registered Nurse shall be paid at the nurse's base rate unless total worked time for the week exceeds 40 hours. Normally, such training shall occur during the Registered Nurse's normal duty hours. However, should the Nurse Manager determine that this is not feasible, the Hospital will pay Registered Nurses as outlined above for time spent in required In-Service outside their normal work hours. Any required materials for mandatory in-services will be provided at no cost to the Registered Nurse.

The Hospital will make a good faith effort to schedule mandatory in-services, as designated by the SVP/CNO, at times reasonably contiguous, normally within one (1) hour, to the basic shifts as set forth in this Agreement. For the Annual Competency Education (Marathon) and all Certification Preparation Courses, notice will be given at least six (6) weeks in advance.

The Hospital agrees to establish a written policy regarding the utilization of paid education days by APRNS to be used by them for educational programs necessary for them to maintain their eligibility for recertification.

Section 2. Continuing Education.

a. Registered Nurses may be granted time off, without loss of pay, for participation in such education institutes, workshops, and other professional meetings requested by the Registered Nurse as are approved by the Manager/Supervisor. Approval shall be based on such criteria as cost, location and length of the course, availability of funds budgeted for continuing education within the nursing unit, staffing needs of the unit, the need for the requested education in relation to the nursing unit and duties of the Registered Nurse, prior training of the Registered Nurse, qualifications of the program faculty, and the objectives of the program itself. Requests shall be responded to within ten (10) working days and shall not be unreasonably denied. Pay for such approved attendance shall be at the Registered Nurse's base rate for the number of hours s/he was scheduled to work but did not work, on the day in question, but shall not exceed the

normal shift for each day of absence caused by such attendance. The Hospital will not be responsible for payment of expenses incurred in attending such institutes, workshops and meetings. At its discretion, the Hospital may pay portions of the expenses incurred.

A Continuing Education Funding Committee chaired by the SVP/CNO and comprised of two (2) Nursing Managers selected by the SVP/CNO and two (2) bargaining unit members selected by the Union shall be established to review denials of Continuing Education that were based on the lack of available funds budgeted for Continuing Education within a nursing unit. Effective April 1, 2008, during each contract year, the Committee shall have available to it a fund not to exceed \$20,000 for distribution based upon whether the nurse's request meets the clinical needs of the organization. The Committee shall meet monthly, scheduled at a pre-determined time, unless there are no pending requests. Requests for reconsideration must be submitted at least twenty-four (24) hours prior to a scheduled meeting. Requests received after a regularly scheduled meeting date will be considered at the next scheduled monthly meeting.

The Committee's determinations and amounts distributed, if any, are not grievable or arbitrable under Article IX.

b. When a Registered Nurse attends an institute, workshop, or other professional meeting at the request of the Hospital, the Hospital shall pay his/her reasonable expenses in addition to his/her lost pay as provided in subsection (a) above. Such expenses shall be reasonable in view of the distance to be traveled and the nature and length of the program, and shall include such things as reimbursement for transportation costs to programs attended outside the Hospital's labor market, necessary lodging and meals, and registration fees.

The Hospital will retain the right to approve or disapprove the means and nature of transportation and the necessity for and type of lodging, as well as the total amount of reimbursement.

Registered Nurses who attend approved continuing education offerings shall complete the prescribed continuing education report form within two weeks completion of the program. Excluding jointly sponsored programs, Hospital programs offered by Nursing Education will be offered at no cost to the Registered Nurse. However, Registered Nurses will be responsible for application fees, program materials, and/or optional meal expenses as delineated in the announcement brochure.

When a nurse is scheduled for an educational day and it is cancelled within forty-eight (48) hours of the program day, the nurse may elect to use PTO or to report to work if the education hours would have brought the nurse to her/his control hours for the week. If the education hours would have brought the nurse over her/his control hours for the week, the nurse may elect to use PTO or not work and not be paid. Such a nurse may work only if prior approval is given by the nurse's supervisor.

In either situation, if the educational program is cancelled with greater than forty-eight (48) hours' notice, the affected nurse will work her/his regular schedule.

c. Certification and Recertification fees.

The Hospital will reimburse the Registered Nurse for the exam fee for certification, and the recertification exam and/or fee. Effective April 1, 2008, the Hospital will provide APRN's full reimbursement for the Controlled Substance Registration Certificate fee upon proper proof of receipt of certification.

d. Educational Reimbursement.

1. If a Registered Nurse working on a schedule of sixteen (16) or more hours desires to enroll in one or more courses leading either to an APRN License where required for the job or to a degree at an institution with National League for Nursing (NLN) accreditation for nursing programs, or New England Association of Colleges and Secondary Schools, State Board of Higher Education (Connecticut), Middle States Association of Colleges and Secondary Schools (New York), or the New York State Board of Regents accreditation for other programs, s/he shall submit an application to the Manager/Supervisor in advance of commencing such course or courses to be taken by title and course number.

Upon receiving the Manager/Supervisor's signature on the application, s/he will submit completed application to the Learning Center, Human Resources no later than seven (7) calendar days after the first day of class in order to be considered for approval.

2. Upon the Registered Nurse providing proof of satisfactory completion with a grade of C or better (or its equivalent) and proof of the amount expended for tuition, to be submitted to the Learning Center, Human Resources within 90 days of the receipt of grades in order to receive eligible reimbursement, the Hospital will:

(a) reimburse the Registered Nurse with at least 36 control hours, tuition costs not to exceed \$350 per semester or \$700 per calendar year for educational programs leading to a non-nursing degree.

(b) reimburse the Registered Nurse with at least 32 control hours, tuition costs up to \$4,500 per calendar year for educational programs leading to a degree in nursing.

(c) Registered Nurses enrolled in graduate degree programs that are in an allied health field are eligible for reimbursement not to exceed \$2,400 per calendar year. There is no limit on the amount of reimbursement for a single semester (save the yearly maximum). Coverage in any semester will be limited to a maximum of two (2) courses. Registered Nurses enrolled in graduate degree programs that are not in an allied health field are eligible for reimbursement not to exceed \$700 per calendar year. In addition, a maximum of two (2) courses will be reimbursed in any single semester.

3. Requests for educational reimbursement shall not be unreasonably denied. Effective April 1, 2014 payments during a calendar year under the Educational Reimbursement Program to Registered Nurses will not exceed \$80,000. Effective April 1, 2015 the amount will be increased to \$85,000. Effective April 1, 2016 the amount will be increased to \$90,000.

Should the reimbursement amount for a calendar year together with the amounts approved for but not yet reimbursed total \$80,000 (4/01/15 - \$85,000; 4/01/16 - \$90,000), no

approval of incoming applications will be made. Should the total reimbursement amount for the applications approved and those paid not total \$80,000 (4/01/15 - \$85,000; 04/01/16 - \$90,000), after December 15, then those unapproved applications will be approved and reimbursed according to the order they were received and until the \$80,000 (4/01/15 - \$85,000; 4/01/16 - \$90,000) has been paid.

4. Any Registered Nurse who terminates within one (1) year after participating in a course for which educational reimbursement was paid must reimburse the Hospital on a pro-rata basis, one-twelfth (1/12) of tuition payment for each month short of one (1) year.

5. Registered Nurses with less than thirty-six (36) control hours, but with at least sixteen (16) or more, will be reimbursed on a prorated basis. Registered Nurses regularly scheduled sixteen (16) or more hours per week and who have completed ten (10) or more years of service will receive full reimbursement equal to that of a nurse who has thirty-six (36) or more control hours.

Section 3. Training. The Hospital maintains various training programs which may include but are not limited to preceptor, Critical Care, Operating Room, Dialysis, Labor and Delivery, PACU, Oncology, Gynecology, Neonatal, Pediatric Intermediate Care Cardiac Stepdown Unit, Observation Unit and Telemetry.

a. Preceptor Program. The Hospital shall maintain a Preceptor Program designed to support graduate nurses, summer clinical assistants, and personnel on such nursing units as the SVP/CNO shall designate. Nurses may volunteer to become a preceptor and if accepted into the program shall successfully complete the preceptor training program and the preceptor update annually. Registered Nurses becoming preceptors shall accept preceptees for a minimum of six (6) months from completion of their training.

A preceptor shall be responsible for one preceptee, however, may take more than one preceptee upon agreement between the Nurse Manager and the preceptor. The preceptor will be protected and indemnified as specified under the Professional Liability Program of the Hospital. The Preceptor may agree to accept charge responsibilities and receive appropriate premiums, shall inform the Nurse Manager of preceptee's progress and shall complete designated documentation. The Nurse Manager shall evaluate the preceptee with input from the preceptor and staff development personnel.

The preceptor shall be paid a premium of \$1.00 per hour for each preceptee under his/her direction.

b. In recognition of the expense of training professional nurses in specialized functions, the parties agree that after completion of training, the nurse shall be required to complete a minimum period of service the lesser of two times the basic training (and any additional precepted time) but not more than one year. By mutual agreement in writing between the operational department head and the nurse, the nurse may apply for and transfer to a posted position under the terms of Article XXII of this Agreement.

ARTICLE XIII HEALTH AND WELFARE

Section 1. Physical Examination. All Registered Nurses will receive a physical examination at Employee Health Service at Hospital expense prior to employment which shall include serology, CBC, and urinalysis tests, and upon request, an x-ray of the chest, pap smear and for Registered Nurses over the age of 40 an electrocardiogram.

Section 2.

a. A Registered Nurse shall also receive, upon request, when ordered by a physician and provided by Employee Health Service, the following diagnostic tests at Hospital expense: annual serology, chest x-ray, CBC, urinalysis test, Pap Smear reading, an electrocardiogram for Registered Nurses over the age of 45, and a mammogram for Registered Nurses over the age of 35. Upon the Registered Nurse's request, s/he may also receive an annual health exam, gynecological examination and pap smear, or prostate screening at Employee Health Service at Hospital expense.

b. In addition, the Hospital may require a Registered Nurse to have an examination at any time by the physician of his/her choice regularly employed by the Outpatient or Employee Health Service on the basis of health history or excessive absenteeism. As an alternative to the Hospital's Employee Health Service, the Registered Nurse shall have the option of having the physical examination performed by his/her own physician at his/her own expense, providing it is done in a timely manner. The results of the examination will be submitted to the Hospital. The Hospital may require a second opinion of the Hospital's choice paid for by the Hospital. Such second opinion shall not be requested for arbitrary or capricious reasons.

Section 3. The Hospital will provide treatment twenty-four (24) hours a day for illness or injury to a Registered Nurse while on duty which interferes with the Registered Nurse's ability to carry out his/her duties and such treatment will not be charged to the Registered Nurse.

Section 4. Registered Nurses should not be unreasonably exposed to health hazards in the performance of their duties. Should a Registered Nurse believe s/he has been exposed, s/he shall report the situation promptly to his/her Manager/Supervisor and, if actually exposed, an incident report must be filed. A Registered Nurse assigned to the renal dialysis unit who becomes pregnant will have the option to be transferred to another available position for which s/he is qualified. If no such position is available, the pregnant nurse will be recalled to the first available position for which s/he is qualified.

Section 5. The Hospital and the Union agree to promote the wearing of slip resistant footwear by all Registered Nurses. In recognition of this understanding, the parties have agreed to initiate a pilot program regarding the wearing of slip resistant footwear by Registered Nurses while working. The pilot program will last one contract year and the results will be assessed and reviewed by the parties at that time. During the pilot year, nurses who voluntarily decide to wear

approved slip resistant shoes or slip resistant shoe covers one time will be reimbursed up to \$30 upon presentation of the receipt.

All aspects of the program will be negotiated at that time for the remainder of this Agreement including, but not limited to the voluntary nature of the program.

Section 6. The Hospital and the Union share the common goal of promoting a healthy and safe working environment. The Hospital will make reasonable efforts to provide a healthy, safe and sanitary work environment and will take reasonable measures to remediate any condition which is determined not to be healthy, safe and sanitary.

Section 7. The Hospital shall appoint two (2) members of the bargaining unit, as designated by the Union, to the Hospital's Environment of Care Committee (the "Committee"), and such members shall not suffer a loss of pay for time spent attending meetings of the Committee. The two (2) bargaining unit members of the Committee may bring problems to the attention of the Committee where such problems will be discussed by the Committee.

Section 8. 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.

ARTICLE XIV LEAVES OF ABSENCE

Section 1. Leaves of Absence will be granted in accordance with the terms of the FLEXability Benefits Program and consistent with applicable state and federal law.

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.

**ARTICLE XV
DISCIPLINE OR DISCHARGE**

Section 1. No Registered Nurse shall be disciplined or discharged by the Hospital except for just cause.

Section 2. Documentation of discipline (warnings, suspensions, etc.) shall be retained in the personnel file for twelve (12) months and be used in the course of progressive discipline. All Registered Nurses are subject to the FLEXability Benefits Program's attendance policies and procedures.

Section 3. 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.

**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.

**ARTICLE XVII
SENIORITY FOR LAYOFF AND RECALL**

Section 1. Definition. For Registered Nurses hired on or after April 1, 2014, "seniority" is hereby defined as the length of time a Registered Nurse has been continuously employed by the Hospital in the bargaining unit as a Registered Nurse, measured from his/her most recent date of hire as a bargaining unit Registered Nurse except as in 1a. through d. below.

For Registered Nurses employed prior to April 1, 2014, "seniority" is defined as previously established pursuant to the expired Collective Bargaining Agreement.

a. For benefit entitlement purposes only, Registered Nurses who have completed more than one (1) year of service and who are re-employed after a break in service will receive an adjusted service date that reflects all their past service to Danbury Hospital. If the break in service is longer than the nurse's most recent employment period, the nurse will be treated as a new hire for benefit entitlement purposes. Registered Nurses who transfer to or from non-

bargaining unit positions will continue to receive benefits calculated from their adjusted service date.

b. For the calculation of bargaining unit seniority for all non-benefit related purposes, Registered Nurses who have completed more than one (1) year of service and who are re-employed after a break in service will receive an adjusted seniority date that reflects twenty-five percent (25%) of their total past service in the bargaining unit. If the break in service is longer than the nurse's most recent employment period, the nurse will be treated as a new hire for non-benefit-related purposes.

c. All re-employed Registered Nurses will serve the probationary period under Article VII for the purposes of discipline, suspension or discharge and such will not be subject to grievance procedures or arbitration.

d. For the calculation of bargaining unit seniority for all non-benefit-related purposes, Registered Nurses who transfer to a non-bargaining unit position for a period of less than one (1) year, and thereafter return to a bargaining unit position, will receive an adjusted seniority date that reflects one hundred percent (100%) of their prior service as a bargaining unit Registered Nurse. Any such Registered Nurse shall return to the bargaining unit at the same Clinical Ladder Level held prior to transferring to the non-bargaining unit position.

Section 2. Loss of Seniority: Seniority shall be broken and all rights accruing therefrom shall be lost for any of the following:

Resignation
Discharge
Retirement

Refusal or failure to report for work within five (5) days following delivery of written notice of recall by certified mail, except for extenuating circumstances, in which case a reasonable extension will be granted.

Lay-off which continues for more than one (1) year, except if the Registered Nurse notified the Hospital in writing of his/her desire to extend recall rights. A Registered Nurse may request and receive up to two (2) six-month extensions.

Absence for three (3) consecutive days without notification to the Hospital.

g. Failure to return to work upon the expiration of an authorized leave of absence, except in the case of extenuating circumstances.

h. Acceptance of regular employment elsewhere while on paid leave of absence or sick leave.

Section 3.

a. **Reduction in Hours.** When the Hospital determines that a reduction in nursing hours is necessary the following shall be the order of reduction until the appropriate hours are reduced.

1. Nurses may voluntarily reduce their hours of work on the nursing unit and shift affected for a period not to exceed 30 working days. Nurses who voluntarily reduce their hours shall continue to accrue benefits at their control hour rate, and the control hours in effect prior to the reduction shall remain.

2. Nurses who are employed temporarily on the nursing unit and shift affected shall have their hours reduced.

3. Nurses who are employed as graduate nurses on the nursing unit and shift affected shall have their hours reduced.

4. The hours of the probationary nurses shall be reduced in the nursing unit and shift affected starting with the least senior nurse.

5. In the event that a further reduction of nursing hours is necessary or the reduction of hours becomes necessary beyond 30 days, Unit #47 President or designee shall be notified and shall meet as soon as possible to confer on the procedure to be followed. If no agreement is reached, in addition to the prior reductions of hours that are required to the extent necessary, the scheduled part-time nurses and full-time nurses in each unit on each shift shall be reduced beginning with the least senior.

b. **Lay-Off.** If a reduction in force requiring a layoff of nurses becomes necessary, the parties shall meet to confer about the procedure to be followed. If no agreement is reached, Registered Nurses in the affected nursing unit and shift will be laid-off in the following order.

1. Temporary nurses

2. Graduate nurses

3. Probationary nurses

4. Part-time and full-time nurses beginning with the least senior.

Section 4. Nurses' Displacement Rights. Only Registered Nurses laid-off in accordance with Section 3(b) hereof will be allowed to exercise their seniority rights to displace another Registered Nurse and then only in accordance with the following:

a. A Registered Nurse who is about to be laid-off due to a reduction in force shall be offered the following choices:

1. Bump the least senior Registered Nurse on his/her unit and accepts the displaced Registered Nurse's shift and control hours; or

2. Bump the least senior Registered Nurse in the bargaining unit whose position the laid-off Registered Nurse is qualified to fill without training and accepts the displaced

Registered Nurse's shift and control hours, but in no event may the laid-off nurse bump a more senior nurse; or

3. Bid into a permanent vacant available position under Article XXII for placement irrespective of seniority over other internal bidders, provided that the laid off Registered Nurse meets all the requirements of Article XXII including qualifications; or

4. Accept a posted vacant position that is available within the same cluster as defined in the Floating Policy. In such circumstance, the laid-off nurse will have preference irrespective of seniority. If there are two (2) or more laid-off nurses in the same cluster applying for the same position, seniority will prevail.

5. Accept the layoff. The laid-off Registered Nurse will be given 72 hours notification, excluding weekends and holidays, to inform the Hospital in writing of his/her choice. Any Registered Nurse who fails to inform the Hospital of his/her choice in writing in a timely fashion will be laid off with no further consideration given as to displacement rights. After the layoff, the laid off Registered Nurse is eligible under Section 6 for recall to his/her former position.

b. The Registered Nurse who is bumped in accordance with the foregoing will have no displacement rights but may bid into a permanent vacant available position under Article XXII for placement irrespective of seniority over other internal bidders, provided that the bumped nurse meets all the requirements of Article XXII including qualifications. A bumped nurse may also exercise the option set forth in Section 4(a)4 after all laid-off nurses have made their 4(a) choices.

c. When a permanent vacancy subsequently becomes available during the period of layoff, the job vacancy will be posted. A laid off Registered Nurse shall receive preference to other internal bidders irrespective of seniority, provided that the laid off nurse meets all the requirements of article XXII including qualifications. Any employee who is awarded such a position is not entitled to recall to his/her former position.

d. A nurse who is laid off, who continues to retain seniority, will retain all accrued benefits as of the day of layoff. A nurse will not accrue benefits or additional seniority during the layoff. The Registered Nurse has the option of paying for continuation of health insurance at the Hospital group COBRA rates for the period of layoff.

e. The Hospital shall have the right to use temporary personnel for fill-ins of short duration. When the layoff procedures herein are commenced, nurses who are on layoff will have the opportunity of enrolling on a temporary recall list indicating the areas they think they are competent to work and indicating the times and shifts they are available. Before resorting to the use of non-bargaining unit personnel, the Hospital will attempt to contact nurses whom it deems qualified to perform the necessary duties for fill-in purposes. Notification of any nurse which the Hospital attempted to contact shall be given to the Unit #47 President or designee upon request. A nurse who declines or is not available for such fill-in work may be passed over, however, s/he still retains his/her recall rights as above.

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 two (2) calendar weeks in advance of such layoff, or pay the nurse affected 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.

ARTICLE XVIII SEVERABILITY

Any provision of this Agreement adjudged to be unlawful or contrary to the National Labor Relations Act, as amended, shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect.

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.

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 also will submit names of those nurses who are on a leave of absence or have terminated.

Section 2. All full-time and scheduled part-time nurses hired after the signing of this Agreement upon completion of their probationary period shall as a condition of employment become a member of Unit #47 or pay a Unit #47 service fee in such amounts as may be required by Unit #47 not in excess of its normal periodic dues. The Hospital will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of Unit #47.

Any full-time or scheduled part-time nurse who is employed by the Hospital as of the signing of this Agreement and who is currently a member of Unit #47 shall as a condition of continued employment remain a member for the term of this Agreement.

Any full-time or scheduled part-time nurse who is employed by the Hospital as of the signing of this Agreement and who is not currently a member of Unit #47 or who is not currently paying Unit #47 service fee shall as a condition of employment be required to become a member or to pay the service fee within 30 days of the signing of this agreement or after completion of his/her probationary period, whichever comes later.

Section 3. Dues Checkoff. The Hospital agrees to accept a written authorization form provided by Unit #47 from a Registered Nurse covered under the terms of this Agreement for the purpose of paying membership dues or service fee as provided herein. Deductions shall be forwarded to Unit #47 Treasurer on a monthly basis by the tenth of each month following the month in which the deductions were made.

Deductions for leaves of absence of one (1) month or more will be the responsibility of the member to pay on a monthly basis directly to Unit #47.

Unit #47 and the Federation shall indemnify and save the Hospital harmless against any and all claims, demands, suits, or other forms of liabilities that shall arise out of or by reason of action taken by the Hospital for the purpose of complying with any of the provisions of this article, or in reliance on any authorization, revocation, list, notice, or assignment furnished under any of such provisions.

ARTICLE XXI
CALL PAY

Section 1. Provisions of this section will apply to Registered Nurses working on call in all areas of the Hospital. A Registered Nurse assigned call will be paid as follows:

(a.) Out of Hospital Call. A Registered Nurse able to reach his/her place of work in the Hospital within 30 minutes may take call from home, except as noted in Section 1.c., below, and will receive seventy-five percent (75%) of the applicable minimum wage per hour for all hours on the shift of call as assigned regardless of whether s/he is called in to work.

(b.) In Hospital Call. A Registered Nurse may remain in the Hospital in the call room provided in order to comply with the response time requirements in Section 1.a. above, and will receive seventy-five percent (75%) of the applicable minimum wage per hour for all hours on the shift of call as assigned, regardless s/he is called in to work.

(c.) Required On-Premises Call and Off- Premises Mandatory Call.

(i) A Registered Nurse may be required to remain on Hospital premises in the call room provided, and will receive \$1.00 in addition to minimum wage per hour for all hours on the call shift as assigned, regardless of whether s/he is called in to work.

(ii.) A Registered Nurse who is required to take off- premises call will receive minimum wage per hour for all hours on the call shift as assigned, regardless of whether she/he is called in to work.

(d.) In the event a Registered Nurse is called in to work while on call, s/he shall be paid in his/her base rate plus applicable premiums for each hour s/he works. Overtime pay shall be time and one-half when the total hours paid are twelve hours (12) or more in a twenty-four hour period.

(e.) A Registered Nurse called in to work and who is not scheduled to be on call shall receive call pay as provided under Section (c)(ii.) above, for the length of the call shift.

(f.) A Registered Nurse scheduled to be on-call on a holiday and who is called in to work may use the time worked towards control hours for the week.

Section 2. PACU, PACU EXT, OR, Interventional Radiology and Endoscopy Departments with Mandatory Call.

(a) If a Registered Nurse on-call works less than six and one-half hours past 11:00 p.m. and is scheduled to work the day shift immediately following (including flexible hours beginning before 12:00 noon), s/he will normally be given time off without loss of pay immediately prior to the end of such day shift. When mutually agreed-upon and based upon pre-planned approval by the manager, such time back may be taken at the beginning of her/his scheduled shift. Such time

off shall be equal to the time actually worked on the night shift or two hours, whichever is greatest.

(b) If a Registered Nurse on-call works six and one-half or more hours into their assigned call shift and is scheduled to work the next day or evening shift, s/he will be paid for a full shift and given the next day off with pay.

Section 3.

a. Except as specified in (b), a minimum of three (3) hours will be paid to a Registered Nurse called in while on-call, provided that the total hours for which she/he is paid for the shift on which she/he is “on-call” do not exceed the length of the assigned call shift.

b. In the event that a patient assignment and/or case overlaps the Registered Nurse’s normal shift and the beginning of the Registered Nurse’s assigned call shift by one (1) hour or less, it is considered an extension of the Registered Nurse’s regular shift and the Registered Nurse will be paid his/her base rate plus applicable shift premiums and is not entitled to the minimum three (3) hour guarantee.

ARTICLE XXII JOB POSTING

Section 1. Before filling a job opening in a position covered by this Agreement or in a position as Assistant Nurse Manager or Nurse Manager on a permanent basis, the Hospital will post a notice of the opening on the Hospital Career Opportunities website for a period of 7 calendar days starting with Friday of each week. The notice will set forth the date of the posting, job title, shift, control hours, summary job description, and minimum requirements necessary to apply. Registered Nurses desiring the opportunity to be considered for such position must apply online to the Hospital Career Opportunities website before the end of the posting period. All applicants who provide a valid e-mail address shall be sent an electronic confirmation of their submission.

Section 2.

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 filling a vacant position in a position covered by this Agreement in a Specialty Unit with a Registered Nurse from outside the bargaining unit, the Hospital will honor the

transfer request of a Registered Nurse who (1) has previously demonstrated the ability to perform the work of the posted position 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.

c. When no internal or external candidate for a posted position is found who is qualified by reason of training and experience, after 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.

d. The parties recognize that it may be difficult to fill the position of the Registered Nurse transferring pursuant to this provision; accordingly, normally the transfer will be accomplished within 45 days. No transfer shall be delayed beyond that period for arbitrary or capricious reasons.

e. Recently graduated nurses who have less than nine (9) months acute care experience as a Registered Nurse cannot bid on a vacant position outside their assigned unit pursuant to this article for at least six (6) months beyond the end of their probationary period or any extension thereof. This restriction does not apply to nurses hired into the control float pool exclusively as their assigned unit.

f. All applicants shall be notified in writing as soon as practicable when the job is filled.

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, 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.

h. For any Registered Nurse who has received a formal discipline accompanied by an action plan and who transfers pursuant to this Article, the action plan's requirements will remain in effect and must be completed after transfer.

i. Upon transfer to a new position under this Article, a Registered Nurse shall not bid on another vacant position outside of his/her 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.

Section 3. When a new hire fills a vacancy for less than 40 posted control hours, but requires more hours on a regular basis, s/he may have the additional control hours established in the float pool, if approved.

Section 4. All of this Article is subject to the limitations contained in Article XII, Section 3.b. regarding completion of a minimum period of service.

ARTICLE XXIII TERMINATION OF EMPLOYMENT

In order to provide for the continuous provision of quality patient care and as a measure of professionalism, it is expected that at least four (4) weeks advance notice of termination will be provided by a Registered Nurse prior to her/his actual date of termination. Registered Nurses will be paid out in their last paycheck any PTO time they have accrued but not used.

ARTICLE XXIV SAFETY

Registered Nurses agree to cooperate and participate in the Hospital's basic safety programs, as well as other JCAHO requirements, including such training during normal working hours as may be deemed necessary by the Hospital. Both parties recognize the importance of periodic fire, safety, and disaster instruction and drills to insure the safety of the patients in the event of a fire or disaster, as well as CPR, infection control and other such programs as may from time to time become appropriate.

The Union, Hospital and Registered Nurses recognize the need for maintaining a safe workplace free from threats, threatening behavior, or acts of violence. The Hospital will maintain a workplace violence prevention program as a means to eliminate or reduce worker exposure to conditions that could lead to workplace violence.

The Hospital as part of its violence prevention program, on a quarterly basis, will provide at labor management, information pertaining to bargaining unit members taken from its security logs and adverse event forms involving threats, threatening behavior, or acts of violence.

ARTICLE XXV
CONDITIONS OF EMPLOYMENT

Section 1. All newly appointed Registered Nurses shall receive a copy of confirmation of appointment, a copy of this Agreement, and a written statement of salary.

Section 2. All newly appointed Registered Nurses shall be given an orientation.

Section 3. The Hospital Personnel Policy Handbook and Job description shall be in writing and shall be made available to all Registered Nurses.

Section 4: The parties agree that bargaining unit Registered Nurses are eligible for awards issued pursuant to the Hospital's TOPS (Targeting Outstanding Performance Success) Program.

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**ARTICLE XXVI
WAGES**

Section 1. a. Effective April 2, 2017, the Base Rate Schedule for Registered Nurses will be as follows:

CLINICAL LEVEL I			Permanent Evenings	Permanent Nights
Step	Years of RN Experience	Days		
1	Beginning 1st	\$36.02	\$37.02	\$40.52
2	Beginning 2nd	\$37.10	\$38.10	\$41.60
3	Beginning 3rd	\$38.73	\$39.73	\$43.23
4	Beginning 4th	\$40.31	\$41.31	\$44.81
5	Beginning 5th	\$41.92	\$42.92	\$46.42
6	Beginning 6th	\$44.16	\$45.16	\$48.66
7	Beginning 7th	\$45.49	\$46.49	\$49.99
8	Beginning 10th	\$45.93	\$46.93	\$50.43
9	Beginning 15th	\$46.37	\$47.37	\$50.87
10	Beginning 20th	\$47.31	\$48.31	\$51.81
11	Beginning 25th	\$48.21	\$49.21	\$52.71

CLINICAL LEVEL II			Permanent Evenings	Permanent Nights
Step	Years of RN Experience	Days		
1	Beginning 1st	\$37.23	\$38.23	\$41.73
2	Beginning 2nd	\$38.30	\$39.30	\$42.80
3	Beginning 3rd	\$39.93	\$40.93	\$44.43
4	Beginning 4th	\$41.51	\$42.51	\$46.01
5	Beginning 5th	\$43.11	\$44.11	\$47.61
6	Beginning 6th	\$45.30	\$46.30	\$49.80
7	Beginning 7th	\$46.66	\$47.66	\$51.16
8	Beginning 10th	\$47.13	\$48.13	\$51.63
9	Beginning 15th	\$47.58	\$48.58	\$52.08
10	Beginning 20th	\$48.57	\$49.57	\$53.07
11	Beginning 25th	\$49.48	\$50.48	\$53.98

<i>CLINICAL LEVEL III</i>			Permanent	Permanent
Step	Years of RN Experience	Days	Evenings	Nights
1	Beginning 1st	\$38.86	\$39.86	\$43.36
2	Beginning 2nd	\$39.91	\$40.91	\$44.41
3	Beginning 3rd	\$41.52	\$42.52	\$46.02
4	Beginning 4th	\$43.09	\$44.09	\$47.59
5	Beginning 5th	\$44.71	\$45.71	\$49.21
6	Beginning 6th	\$46.87	\$47.87	\$51.37
7	Beginning 7th	\$48.27	\$49.27	\$52.77
8	Beginning 10th	\$48.74	\$49.74	\$53.24
9	Beginning 15th	\$49.23	\$50.23	\$53.73
10	Beginning 20th	\$50.22	\$51.22	\$54.72
11	Beginning 25th	\$51.18	\$52.18	\$55.68

Section 1.a.1. 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.

Section 1. b. Effective April 1, 2018, the Base Rate Schedule for Registered Nurses as follows:

<i>CLINICAL LEVEL I</i>			Permanent	Permanent
Step	Years of RN Experience	Days	Evenings	Nights
1	Beginning 1st	\$36.74	\$37.74	\$41.24
2	Beginning 2nd	\$37.84	\$38.84	\$42.34
3	Beginning 3rd	\$39.50	\$40.50	\$44.00
4	Beginning 4th	\$41.12	\$42.12	\$45.62
5	Beginning 5th	\$42.76	\$43.76	\$47.26
6	Beginning 6th	\$45.04	\$46.04	\$49.54
7	Beginning 7th	\$46.40	\$47.40	\$50.90
8	Beginning 10th	\$46.85	\$47.85	\$51.35
9	Beginning 15th	\$47.30	\$48.30	\$51.80
10	Beginning 20th	\$48.26	\$49.26	\$52.76
11	Beginning 25th	\$49.17	\$50.17	\$53.67

CLINICAL LEVEL II

Step	Years of RN Experience	Days	Permanent Evenings	Permanent Nights
1	Beginning 1st	\$37.97	\$38.97	\$42.47
2	Beginning 2nd	\$39.07	\$40.07	\$43.57
3	Beginning 3rd	\$40.73	\$41.73	\$45.23
4	Beginning 4th	\$42.34	\$43.34	\$46.84
5	Beginning 5th	\$43.97	\$44.97	\$48.47
6	Beginning 6th	\$46.21	\$47.21	\$50.71
7	Beginning 7th	\$47.59	\$48.59	\$52.09
8	Beginning 10th	\$48.07	\$49.07	\$52.57
9	Beginning 15th	\$48.53	\$49.53	\$53.03
10	Beginning 20th	\$49.54	\$50.54	\$54.04
11	Beginning 25th	\$50.47	\$51.47	\$54.97

CLINICAL LEVEL III

Step	Years of RN Experience	Days	Permanent Evenings	Permanent Nights
1	Beginning 1st	\$39.64	\$40.64	\$44.14
2	Beginning 2nd	\$40.71	\$41.71	\$45.21
3	Beginning 3rd	\$42.35	\$43.35	\$46.85
4	Beginning 4th	\$43.95	\$44.95	\$48.45
5	Beginning 5th	\$45.60	\$46.60	\$50.10
6	Beginning 6th	\$47.81	\$48.81	\$52.31
7	Beginning 7th	\$49.24	\$50.24	\$53.74
8	Beginning 10th	\$49.71	\$50.71	\$54.21
9	Beginning 15th	\$50.21	\$51.21	\$54.71
10	Beginning 20th	\$51.22	\$52.22	\$55.72
11	Beginning 25th	\$52.20	\$53.20	\$56.70

Section 1. c. Effective April 7, 2019, the Base Rate Schedule for Registered Nurses will be as follows:

CLINICAL LEVEL I				
Step	Years of RN Experience	Days	Permanent Evenings	Permanent Nights
1	Beginning 1st	\$37.47	\$38.47	\$41.97
2	Beginning 2nd	\$38.60	\$39.60	\$43.10
3	Beginning 3rd	\$40.29	\$41.29	\$44.79
4	Beginning 4th	\$41.94	\$42.94	\$46.44
5	Beginning 5th	\$43.62	\$44.62	\$48.12
6	Beginning 6th	\$45.94	\$46.94	\$50.44
7	Beginning 7th	\$47.33	\$48.33	\$51.83
8	Beginning 10th	\$47.79	\$48.79	\$52.29
9	Beginning 15th	\$48.25	\$49.25	\$52.75
10	Beginning 20th	\$49.23	\$50.23	\$53.73
11	Beginning 25th	\$50.15	\$51.15	\$54.65

CLINICAL LEVEL II				
Step	Years of RN Experience	Days	Permanent Evenings	Permanent Nights
1	Beginning 1st	\$38.73	\$39.73	\$43.23
2	Beginning 2nd	\$39.85	\$40.85	\$44.35
3	Beginning 3rd	\$41.54	\$42.54	\$46.04
4	Beginning 4th	\$43.19	\$44.19	\$47.69
5	Beginning 5th	\$44.85	\$45.85	\$49.35
6	Beginning 6th	\$47.13	\$48.13	\$51.63
7	Beginning 7th	\$48.54	\$49.54	\$53.04
8	Beginning 10th	\$49.03	\$50.03	\$53.53
9	Beginning 15th	\$49.50	\$50.50	\$54.00
10	Beginning 20th	\$50.53	\$51.53	\$55.03
11	Beginning 25th	\$51.48	\$52.48	\$55.98

CLINICAL LEVEL III				
Step	Years of RN Experience	Days	Permanent Evenings	Permanent Nights
1	Beginning 1st	\$40.43	\$41.43	\$44.93
2	Beginning 2nd	\$41.52	\$42.52	\$46.02
3	Beginning 3rd	\$43.20	\$44.20	\$47.70
4	Beginning 4th	\$44.83	\$45.83	\$49.33
5	Beginning 5th	\$46.51	\$47.51	\$51.01
6	Beginning 6th	\$48.77	\$49.77	\$53.27
7	Beginning 7th	\$50.22	\$51.22	\$54.72
8	Beginning 10th	\$50.70	\$51.70	\$55.20
9	Beginning 15th	\$51.21	\$52.21	\$55.71
10	Beginning 20th	\$52.24	\$53.24	\$56.74
11	Beginning 25th	\$53.24	\$54.24	\$57.74

Section 1. d. In order to qualify for the Evening and Night rates as outlined in Sections 1(a) -1(c) above, the Registered Nurse must have permanent control hours on said shift.

Section 1. e. Each Registered Nurse completing one (1) calendar year's service, or more, with the Hospital and who is paid at a base rate less than the maximum (Step 11) on the base rate schedule in subsection (a) hereof will, as of the payroll period immediately following his/her anniversary date of employment, advance to the next higher step on the schedule based on relevant years of Registered Nurse experience as reflected in the chart.

Section 2: All bargaining unit members including new hires will be placed at the appropriate step according to their years of applicable Registered Nurse years experience.

Section 3: A Registered Nurse below the maximum step of the Base Rate Schedule who during the term of this Agreement, is awarded a Bachelor's or Master's Degree in Nursing,

Behavioral Science Sociology or Psychology, (or in a related field acceptable to the Hospital such award shall not be unreasonably denied) shall, beginning the first payroll period in the month following the awarding of such degree, advance one step on the Base Rate Schedule. A Registered Nurse at or above Step 7 shall be credited with one extra year of RN experience for advancement on the Step Schedule. This provision shall not be applied, either alone or in combination with any other provisions, to require the Hospital to pay any Registered Nurse at a rate in excess of the maximum rate (Step 11) on the Base Rate Schedule.

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.

Section 5: The Hospital may require that bargaining unit nurses be paid through direct deposit.

ARTICLE XXVII CLINICAL LADDERS

Section 1. Purpose. To implement a Clinical Ladder Program which recognizes and rewards excellence in nursing practice, professional advancement and individual nurses' contributions to patient care. The program will promote professional practice, improve patient care, promote job satisfaction, enhance recruitment and improve retention of nurses by providing a mechanism whereby career potential may be realized.

Section 2. Program Description. The Clinical Ladder Program is a mechanism whereby Registered Professional Nurses achieve promotion through demonstration of advanced levels of practice. The program provides written standards of performance for nursing specialties in the areas of clinical practice and professional leadership. The program includes shared accountability between the nurse and the nurse manager. The nurse will demonstrate his/her progression on the

Clinical Ladder through the Professional Portfolio presented to the nurse manager at the time of the midyear review and the annual review. The midyear review will include a plan of clinical performance and behaviors to be demonstrated in order to achieve the ladder level desired.

Nurses with control hours, who have successfully completed the probationary period, will be eligible to apply for promotion to the levels of practice provided by the program.

Nurses are promoted based on their demonstrated performance of the factors listed in the Clinical Ladder. The program provides the Registered Nurse an appeals process as the final means of settlement of disagreement with his/her manager's promotional decision. Clinical Ladder rates can be found in Article XXVI- WAGES.

Section 3. Any Registered Nurse who states in writing his/her desire not to be part of the Clinical Ladder Program, shall be evaluated no less than annually using the Level I tool. Any Registered Nurse who chooses not to participate in the Clinical Ladder Program will be evaluated using the Level I tool for those areas of competency and leadership that are appropriate to that nurse.

Section 4. Issues regarding changes to clinical ladders may be brought to Labor-Management meetings.

ARTICLE XXVIII NURSE CLINICIANS AND NURSE PRACTITIONERS

Section 1. Salaries.

a. During the term of this Agreement, the following shall be the annual minimums applicable to Nurse Clinicians and Practitioners:

	Hourly			Annual		
	2017	2018	2019	2017	2018	2019
Pediatric Clinician	\$40.42	\$41.23	\$42.05	\$84,065	\$85,747	\$87,462
Psychiatric Clinician	\$42.20	\$43.04	\$43.90	\$87,774	\$89,530	\$91,321
Psychiatric Nurse Practitioner	\$42.20	\$43.04	\$43.90	\$87,774	\$89,530	\$91,321
Geriatric Nurse Practitioner	\$48.01	\$48.97	\$49.95	\$99,850	\$101,847	\$103,884
Neonatal Nurse Practitioner	\$50.18	\$51.18	\$52.20	\$104,368	\$106,455	\$108,584
OB/GYN Nurse Practitioner	\$48.01	\$48.97	\$49.95	\$99,850	\$101,847	\$103,884
Oncology Nurse Practitioner	\$48.01	\$48.97	\$49.95	\$99,850	\$101,847	\$103,884

and others as may be added from time to time.

b. The salaries and salary increases of individuals covered by this Agreement at the time of its signing shall be contained in a separate Memorandum of Agreement.

c. New employees hired into Nurse Clinician/Practitioner positions subsequent to the signing of this Agreement, shall be granted salaries determined by the Hospital based equitably on qualification and experience and the prevailing rates in the marketplace. Such salaries shall be as agreed upon between the Senior Vice President of Human Resources and the President of Unit #47 or their designees.

d. Such salaries and increases include compensation for all compensable activities and services such as work on evening and night shifts, weekends and holidays, taking call, and assignment as charge nurse or as preceptor. Clinicians and Practitioners are salaried professionals whose base salaries normally include compensation for overtime work. Overtime will be paid on straight time basis for additional full shifts (i.e., minimum of 6 hours) or compensatory time on an hour to hour basis with mutual agreement between the Clinician/Practitioner and the Nurse Manager.

e. All Registered Nurses who obtain and maintain their Advance Practice Registered Nurse License, as required, by their job description, shall receive a \$1,000 increase. This adjustment shall be implemented on the first payroll period immediately following presentation of the license.

f. Geriatric Nurse Practitioners who are required to take and are assigned call will be paid call pay as provided under Article XXI of this Agreement.

Section 2. Benefits. PTO, educational refund, insured benefits and leaves of absence are granted and administered as provided elsewhere in this agreement.

Section 3. Changes in the hours or working conditions for Nurse Clinicians/Practitioners prevailing at the signing of this Agreement shall be subject to negotiation between the parties.

ARTICLE XXIX LABOR/MANAGEMENT CONSULTATION

The Senior Vice President of Human Resources and the SVP/CNO (or the appropriate Manager/Supervisor), or their designees, and three (3) members of the Executive Board of Unit 47, or their designees, shall meet periodically at mutually convenient times during the term of this Agreement to discuss matters of concern to the parties. Said meetings shall be informal, and any matters discussed therein shall not in any way alter any provision of this Agreement. If scheduled during the working hours of any of the Unit 47 representatives, they will not suffer a loss of pay as a result of attending the meeting. The parties will continue their current practice with respect to the scheduling of Labor-Management meetings.

Either party may bring a limited number of additional people (no more than 2) to the meeting, with notice, including other managers and the AFT Connecticut Representative. When Unit 47 members are invited to share information at a meeting, if scheduled during their working hours, they will not suffer a loss of pay as a result of attending the meetings.

One (1) week prior to a meeting, each party must provide the other with an agenda of any items it would like discussed at the meeting.

This provision will not be utilized by the Hospital or Unit #47 or the Federation to diminish or enlarge (or have any effect on) whatever rights or obligations might exist with respect to bargaining during the terms of this Agreement.

ARTICLE XXX FLEXability BENEFITS PROGRAM

Section 1: All eligible bargaining unit members will participate in the Hospital's FLEXability Benefits Program in its entirety including but not limited to medical (including prescriptions), dental, short-term disability, long-term disability and life insurances on the same terms as it is offered to non-bargaining unit employees employed by the Hospital. If during the term of the current collective Bargaining Agreement, the Hospital decides to amend any of the benefits, terms, or conditions, including premium share of the FLEXability Benefits Program, it shall notify Unit #47 thirty (30) days prior to any prospective change. The parties agree to meet and discuss such proposed changes and the effect on bargaining unit members.

ARTICLE XXXI TECHNOLOGY

Whenever new technology that will affect the delivery of direct patient care is to be introduced into the work place, the Hospital will continue to seek input from Registered Nurses. Bargaining Unit Registered Nurses shall be included on any committee formed that has nursing representation to study new technology. In addition, Unit 47 shall be permitted to appoint a bargaining unit nurse to any such committee. Upon a committee member's advanced request to his or her manager, the Hospital will make a good faith effort to provide release time to attend committee meetings scheduled during the work day. The Hospital will provide training regarding new technology that, where practicable will be scheduled during the regular work day.

**ARTICLE XXXII
DURATION**

The terms and conditions of this Agreement shall be effective as of April 1, 2017 and shall continue in full force and effect until midnight, March 31, 2020, and from year-to-year thereafter unless either party gives written notice, no less than ninety (90) days, but in any event, in conformance with the law, prior to the expiration date of this Agreement, of its desire to modify or terminate this Agreement. In the event of such notice, the parties agree to meet to discuss the terms and conditions of a new Agreement during this ninety (90) day period.

Notice of modification or termination must be given by Registered Mail to the most recent current address of either party, being in the case of the Hospital, Attention of the Vice President Human Resources, 24 Hospital Avenue, Danbury, Connecticut 06810, and in the case of Unit #47, President, 18 Great Plain Road, Danbury, Connecticut, 06810.

**ARTICLE XXXIII
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.

**ARTICLE XXXIV
FLEX NURSES**

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.

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**ARTICLE XXXV
STAFFING COMMITTEE**

Section 1. There shall be a Staffing Committee consisting of one nurse selected by the Union for each cluster, plus float and up to an equivalent number of representatives of Hospital management who shall meet monthly, and at such other times as mutually agreed to discuss any matters concerning staffing including, without limitation, making recommendations to the Hospital's Chief Nursing Officer and/or her designees on staffing issues. Each year, the Committee will review and make recommendations regarding self-scheduling, staffing guidelines, voluntary call, and floating guidelines. The Committee shall serve in an advisory capacity and does not have the authority to modify staffing levels or the collective bargaining agreement or to negotiate over the terms and conditions of employment. The Chief Nursing Officer will attend one (1) committee meeting per calendar quarter.

Section 2. Report of Staffing Concerns Forms submitted by nurses to her/his supervisor shall be reviewed by a senior nursing leader who will review each situation and the supervisor will respond in writing to the nurse involved within five (5) business days. The Forms and responses will be shared with the bargaining unit representatives on the Staffing Committee. On a quarterly basis, these Forms and any responses will be reviewed at a Staffing Committee meeting. In addition, the Committee shall review scheduling issues, call out data, real-time reports of staffing issues, monthly reports of budgeted vs. filled RN FTEs for each unit, and reports from unit based staffing committees.”

Section 3. Bargaining unit members on the Staffing Committee will not suffer a loss of pay for time spent attending meetings of the Committee.

In witness whereof, the parties have hereunto set their hands and seals this _____ day of _____, _____.

DANBURY HOSPITAL

UNIT #47, AFTCT,
AFT NURSES AND HEALTH PROFESSIONALS

MEMORANDUM OF AGREEMENT
BETWEEN
DANBURY HOSPITAL AND UNIT #47, AFT NURSES AND HEALTH PROFESSIONALS

Shared Governance

The parties agree to convene a shared governance design team composed of four (4) current bargaining unit members from the existing Shared Governance Council plus four (4) additional bargaining unit Registered Nurses. This design team will review the current shared governance structure in order to determine what works well and what needs improvement. The purpose of this review is founded on principles of partnership, ownership, autonomy and accountability in order to produce a new shared governance design that will meet current and future needs. The work of the Design Team will be accomplished no later than June 30, 2014.

The parties agree to continue the Shared Governance Council during the term of this Agreement. The Shared Governance Council will be charged with:

1. Developing a policy for floating and cross training including but not limited to competency, patterns of floating and order of floating. A quarterly review of floating data will be conducted to determine adherence to policy and effectiveness.

2. Developing policies for Self Scheduling and Staffing including but not limited to unit based self-scheduling teams, balancing schedules, holiday schedules, call out times and down staffing.

3. Working within the agreed upon Nursing Staffing Plan and educating other staff.

4. Recommending and participating in systems and process improvements, improvements affecting the patient care experience and providing leadership in the execution.

5. A department or individual identifying staffing concerns will first work with their Manager and the unit based staffing committee to resolve those concerns. In the event there is no satisfactory resolution of such concerns, the concerns should be referred to the Staffing Steering Committee. The Staffing Steering Committee will provide assistance and counsel to the department, scheduling a meeting with representatives from each shift. The Staffing Steering Committee will report monthly all staffing concerns brought to the attention of the committee for review. If the issue continues to be unresolved it will be referred to the Nursing Executive Council for further review.

6. Shared Governance policies have a shared accountability with staff and management. The policies will be monitored and upheld by the Shared Governance Council and ultimately enforced by the Nursing Executive Council.

7. The Shared Governance Council is responsible for the annual review and revision of all policies developed within the Council structure.

8. The minutes of each Shared Governance Council meeting shall be submitted electronically to the President of Unit 47.

9. The Shared Governance Council and/or Design Team shall meet as necessary and representatives shall be granted time off with pay to participate in these meetings.

10. The Danbury Hospital Nurse Staffing Plan that includes core staffing levels is formally established and reviewed annually in January and evaluated as necessary throughout the year.

The parties agree that the failure by the Hospital to follow its commitment as to the establishment of the Design Team and/or the charges made to the Shared Governance Council as listed herein can be grieved.

LETTER OF UNDERSTANDING

The Hospital agrees that during the term of this Agreement (2017-2020) it shall not challenge the supervisory status, as defined in Section 2(11) of the National Labor Relations Act, of any bargaining unit nurse based solely upon her/his functioning in the role of Charge Nurse.

FOR THE HOSPITAL

FOR UNIT 47, AFTCT,
AFT NURSES AND HEALTH PROFESSIONALS

Date: _____

Date: _____

LETTER OF UNDERSTANDING

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.

FOR THE HOSPITAL

FOR UNIT 47, AFTCT,
AFT NURSES AND HEALTH PROFESSIONALS

Date: _____

Date: _____