

Negotiation Summary 1-27-2021

Member Summary 1-27-21

Meeting run by Federal Mediator

Introduction of teams:

- Nuvance Health
 - Anthony Rizzotti – Council DH
 - Alison Snow – HR Business partner
 - Kelly – not present
 - Ebi Griffin – HR Business partner
 - Dawn Martin – CNO
 - Ann Marie Lavery – Director PT Care services
 - Lindsey Slaybaugh – Director Patient Care Services ED
 - Katie Rosen – Director Labor Relations Nuvance
- Danbury Nurses' Union
 - Ben Wenograd – Attorney for Union
 - Janice Stauffer
 - Megan O'Toole
 - Tiina Hawley
 - Rosann Cremonini
 - Danielle Paravati
 - Leodie Salazar
 - Kristin Mckay
 - Amanda Hutchins-Warren
 - Maggie Cleary
 - Maryann Milleville
 - Stacey Kinsley
 - Elizabeth Ryder
 - Melissa DeJoseph
- Megan O'Toole's opening statement paraphrasing –
 - A year labeled of nurse, who would have known on heels of pandemic, doesn't seem to have end at this point. Would like to say when we look at each other moral character advocacy and fortitude. We have been working in positions lift 2 weights, literally and figuratively. Done a job requires 6 hand s one set of eyes. Intubated defibrillated and come back to our job. As health care workers expectation 30% will contract covid. Let today be a testament that Nuvance Us healthcare system would not exist w/out a nurse. Present proposals believe are fair and let us pass a contract.

Bill cell 203-223-6482 Federal Mediator

Dan Cell 347-831-0080 Federal Mediator

If trouble getting into meetings or other issues can text them

Nikimmy AFTCT Organizer 860-989-3938

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- “I’m tired” campaign. Please send a quick video to Nikimmy saying “I’m tired”. It will be used in a video campaign

Reviewed previous Tentative Agreements (TAs) from previous negotiations in 2020, Hospital proposals as well as Union proposal exchange

TA Union 1 – remove gender language from contract

TA Union 3 - change in posting of new schedules. 5pm of 2nd Friday of current schedule.

TA Hospital 5 TA 5 – Premiums – make 3 to 2 hours on evening shift/night shift for pay of premium

- Team agrees to TA

TA Hospital 9 – agreed -removal of some testing prior to hire

TA Hospital11 – agreed – change name to rewards and recognition program from TOPS program

Ground Rules – standard language, agreed on by both sides

- Reminder to not to speak to press, agreed to in ground rules, applies to observers during negotiations too

Management agrees to TAs 1, 5,9,11 – want to further discuss TA 3 as management has own scheduling proposal

Hospital Proposals

- Hospital proposal 1 – charge nurse, language addition of to be considered and to be assigned
 - Mangers have too much control
 - Ben – same proposal made 1 year ago
- Proposal 2 – overtime after 12 hour language removed
 - Ben – wants like law after 40 hours,
- Proposal 3 - 12 hour shifts they want to work every other weekend
- Proposal 4 – get rid of longevity, lock in 25 year bonus for prior to April 1, 2021 only
- Proposal 5 – extra night shift would only be paid at 8 hours. Want to add language that won’t qualify for bonus if a shift swap
- Proposal 6 – just pay for missed meal break, not supply meal
- Proposal 7 – “corrective action” with that policy from Nuvance discipline would be in file for 2 years. Trying to not have pay union dues or have union coverage for 180 days
 - Leoddie – when transfer positions would also have onboarding language, concern would also apply
- Proposal 8 – limit to 2 representatives for grievance meetings and limit release time
- Proposal 9 – get rid of flexibility benefits, change date of open enrollment, removal of death benefit
- Proposal 10 – PTO by their policy – means could change accruals and any related language
- Proposal 11 – Change May sweeps to November
- Proposal 12 – Holidays – want to remove double time, add Martin Luther King Day, and remove the 3pm the day prior start for holiday pay

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- Proposal 13 – Injury or illness on duty must use own health insurance benefits
 - Use workman's comp if injured, under current clause need to treat, can't make own insurance instead of workman's comp. would still need to pay deductible
- Proposal 14 – Remove flexibility benefits program and just make hospital leave policies
- Proposal 15 – want discipline in relation to NuVance corrective action policy, as well as attendance and dependability policy
- Proposal 16 – call pay listing minimum wage
- Proposal 17 – add call to L&D and ICU. Approved time off won't apply to OT
- Proposal 18 – change from seniority to meet qualifications for job postings. Has been proposed in labor management. Want management control of positions. 45 days bid hold when returning from LOA for a new position. And can't switch positions for 12 months, or change shift or hours
- Proposal 19 – residency program with most "qualified applicant". Proposal from last time
- Proposal 20 – change wording submission of degree information
- Proposal 21 – FLEX nurses add Peds and ED, 10% of total positions and 20% total position numbers
- Proposal 22 – 3 yr contract length
- Proposal 23 – ICU night shift premium removal of \$2 – would need to propose if we want to keep

Union Proposals

- Proposal 1 - take out gender references in contract
- Proposal 2 - change language to commitment, add language on charge – is voluntary assignment. Also not include manager/assistant manager duties
- Proposal 3 - hours of work and premiums, change in posting of new schedules. 5pm of 2nd Friday of current schedule. Believe is reasonable requirement. Change to floating, avoiding more than 1 assignment, make strict only 1 assignment per shift. To increase differential, eliminate weekend premium requirement 4 hours. Effective date language removed. Extra shift bonus for any additional shift, not just night shift.
- Proposal 4 – evaluations, currently evaluations not completed on time. Can affect clinical ladders. If not completed on time affirms RN self eval
- Proposal 5 – changes to grievance procedure, changes in number of steps of grievances as well as time items must be filed within
- Proposal 6 – extending holiday period begin 7am Christmas and New Year's instead of 3 pm. Add Martin Luther King Jr. Day as a holiday.
- Proposal 7 – staff development specific language accessing healthstream at home paid for all hours worked. Work time should be paid accordingly. Pg. 12 language on education days. Clause has no number set currently. Being told 1 limit for year, propose entitlement to 3. Mutual interest for more education and if nurses seeking additional programs should be funding to do so and shouldn't be artificial limitations. More money for such funds, doubling continuing education fund. Currently education benefits for 36 hr above contract 32 hr above full time, for these purposes should be 32 and above.

- Propose unlimited total reimbursement from hospital for education, no cap. Increase preceptor pay and asking for \$2000 per year per certification.
- Proposal 8 – LOA flex benefits, effective date of agreement. Death in family increase bereavement benefit for spouse and other immediate family to control hours, should define period. Must be done within first week
 - Proposal 9 – discipline all written discipline sent to union president when issued. Suspension pending investigation would be with full pay and benefits
 - Proposal 10 – call – call is for emergency and not for anticipated staffing needs. Used to paper staffing shortages, not appropriate use. If anticipate shortage not call situation, extra shift. Mandatory call not to exceed more than 2 call shifts in 4 week schedule
 - Proposal 11 – For job postings ass language about not qualifying to fill vacant positions if still on orientation, that transfers will be completed within 45 days and the float pool cap extended to 90 days if no available positions to bid into.
 - Proposal 12 – Medical Debt LOA

Medical Debt Letter of Agreement

Medical Debt is a public health issue. Patients' inability to pay for medical treatment often leads to delayed treatment leading to sicker patients and increased costs. Costly medical treatment and medical debt are the leading cause of personal bankruptcy. Danbury Hospital/Nuvance Health and the Union agree to work together to address this public health crisis by taking the following steps:

1. Danbury Hospital will maintain the same level of charity care spending or higher from one year to the next.
 2. Danbury Hospital will allocate 1% of its net profits, based on the previous year audited financials, to debt relief assistance programs in each hospital's financial assistance plan.
 3. The debt relief assistance programs listed above are for patients whose bills the hospital might otherwise send to collections.
 4. Danbury Hospital will refrain from sending patient bills to debt collection companies.
 5. Danbury Hospital will not sue bargaining unit members for medical bills unless it has first attempted to mediate the dispute with participation of the Union.
- Proposal 13 – successorship language.
 - Proposal 14 – Asking for freeze on all current insurance benefits and premiums