


Tentative Agreements
January 27, 2021

[Union] PROPOSAL 1

ARTICLE II
DEFINITIONS

~~Section 6. The term "s/he" shall denote either he or she.~~

Delete and replace all gendered references with "they" or "the nurse"


2-22-2021


2/22/2021

5.

ARTICLE VI
HOURS OF WORK & PREMIUMS

Section 4. Premiums.

a. Shift Premiums. Registered Nurses working ~~three~~two (23) 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~~two (23) 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.

9.

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.~~

11.

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 Performancee Success~~) rewards and recognitions Pprograms.



2-22-2021



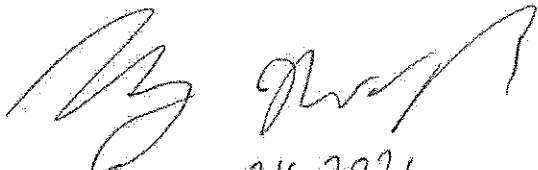
2/22/2021

Tentative Agreement
February 24, 2021

ARTICLE VI
HOURS OF WORK & PREMIUMS

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~~ by 5:00 p.m. on the 2nd Friday of the current schedule. If a majority of nurses on a unit and the Nurse Manager of the Unit agrees, then the unit may convert to a six (6) week schedule (or return to a four-week schedule), which shall include days for which the Registered Nurse is not scheduled to work and scheduled PTO days, and which shall be posted by 5:00 p.m. on the 4th Friday of the current schedule. The unit's Unit Based Council/Forum and the Unit Manager shall jointly manage the process to determine the preference (4-week or 6-week schedule) of the majority of nurses.

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.


2-24-2021



2/26/2021

**ARTICLE IX
GRIEVANCE PROCEDURE¹**

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- Informal Discussion - 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. The parties acknowledge that it is desirable for an employee and immediate non-bargaining unit supervisor, or the Union and the appropriate Employer representative, to attempt to resolve workplace complaints, disputes, and/or disagreements by open and informal communications, if possible. If a problem is settled in this manner, such problems will not be considered grievances and their resolution will not establish precedent for the resolution of similar problems or disputes between those individuals or elsewhere in the Employer.

Step 2] - The grievance must be filed in writing and presented to the operational-Department Director department head and/or Human Resources Director, or their his or her designees, within no later than ten-twenty (120) week days of the first step response days after the employee became aware or should have reasonably been aware of the event giving rise to the grievance. A meeting on the grievance shall be held within ten (10) days with the Department Director and/or Human Resources Director, or their designees, and a written decision on the grievance shall be given to the Unit 47 President, the Grievance Chairperson, and the grievant within ten (10) days of the meeting. A member of the Unit #47 Grievance Committee may attend this and subsequent steps.

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.

¹ This new process will become effective for grievances arising six (6) months after ratification of the agreement.

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~~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 2 - If the grievance is not settled at Step 1, the Union may submit the grievance in writing to the Director of Labor Relations for NuVance Health, or their designee, within ten (10) days of the Step 1 denial or within ten (10) days of when the denial should have been issued. A meeting on the grievance shall be held within ten (10) days, and a written decision on the grievance shall be given to the Unit 47 President, the Grievance Chairperson, and the grievant within ten (10) days of the meeting. A member of the Unit #47 Grievance Committee may attend this and subsequent steps.

Step 43 - If no satisfactory settlement is reached at Step 2, the union shall have within twenty (20) week days after the written decision of the Hospital at Step 23, Unit #47 may to 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 32. 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. If a grievance is not presented within the time limits set forth above or any agreed upon written extension, it shall be considered "waived" and may not be pursued further. If a grievance is not filed at the next step within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance within the specified time limits for the Step at which it is filed, or any agreed upon extension thereof, the grievance shall not be deemed accepted, and the aggrieved employee or the Union may elect to treat the grievance as denied at that Step and immediately file at the next Step.

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Section 43. It is the intent of the parties that discussion of grievance shall take place at mutually convenient times and that virtual meetings may be utilized when appropriate. When in-person meetings take place, they shall be at Danbury Hospital.

Section 54. Employees participating in steps of the Grievance Procedure shall obtain permission from their supervisors before absenting themselves from work.


Section 65. 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.

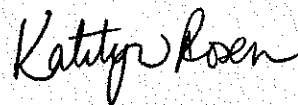
Section 76. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretation of any of the provisions of this Agreement.

Section 87. Grievances filed by two (2) or more Registered Nurses from two (2) or more departments, terminations, and grievances filed by Unit #47 may be processed beginning at Step 32. 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 violation.

Section 98. The Grievance Chairperson or their/his/her designee shall not lose pay while attending grievance meetings during his/her/their scheduled working hours, pursuant to the terms of this Section. The Union and the Hospital may only bring two (2) representatives each in addition to the grievant(s) and the immediate supervisor to a grievance hearing, absent prior mutual agreement, and the parties will use every reasonable effort to limit the duration of the grievance hearings to one (1) hour. In order to expedite meetings, the parties will share and review written information prior to the meeting when possible. Release time shall be utilized in a manner that is least disruptive to the nurse's professional responsibilities and the Hospital's operation.

Section 109. The cost of arbitration shall be equally shared by both parties. Each party shall pay the expenses for witnesses which are called by them.


3-3-2021



3/3/2021

Tentative Agreement
March 3, 2021

ARTICLE XXI
CALL PAY

Section 1. For purposes of this section, the Connecticut minimum wage rates in effect in each year of this Agreement are as follows, and any future amendments to the minimum wage rates set forth below or established in the future shall be in accordance with Connecticut state law:

Effective August 1, 2021: \$13.00 per hour

Effective July 1, 2022: \$14.00 per hour

Effective June 1, 2023: \$15.00 per hour

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: [...]

Katlyn Rosen
Hospital

3/3/2021
Date

[Signature]
Unit 47

3/3/2021
Date

Tentative Agreement
March 3, 2021

Letter of understanding

The Hospital agrees that during the term of this Agreement (**2021-2024**) 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 his/her **the nurse's** functioning in the role of Charge Nurse.

Katlyn Roen
Hospital

[Signature]
Unit 47

3/3/2021
Date

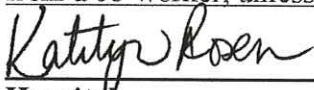
3/3/2021
Date



Tentative Agreement
March 3, 2021

ARTICLE VI
HOURS OF WORK & PREMIUMS

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. This extra shift bonus is not available to employees who swap shifts or voluntarily pick up an extra shift from a co-worker, unless approved by the Hospital.



Hospital

3/3/2021

Date



Unit 47

3/3/2021

Date

Comprehensive Tentative Agreement addressing Union Proposals 11 and 22, Hospital proposal 18.

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, **(3) and is not currently on orientation.** 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, **and under no circumstances will the delay go beyond 60 days.**


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. **A successful applicant for an opening will not be eligible to bid for another opening in a different unit from the one she/he is currently working or reduce her/his control hours for a period of twelve (12) months. This shall not apply (1) to change in shift and/or hours in the unit the Employee is currently working, nor (2) to voluntary transfers or reductions in control hours made at the request of the Hospital.**~~


3-17-2021


3/17/2021

ARTICLE XXVII
CLINICAL LADDERS

Add a new Section 5:

Section 5. If a Registered Nurse resigns from employment and is later reemployed by the Hospital within one (1) year of the resignation date, the Registered Nurse will return to his or her same Clinical Ladder level in effect prior to resignation.

ARTICLE VII
PROBATIONARY PERIOD

The first ninety (90) calendar days of employment for Registered Nurses with 32 or more control hours and one-hundred twenty (120) calendar days of employment for Registered Nurses with less than 32 control hours 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 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 XX
ASSOCIATION SECURITY

Revise Section 2:

Section 2. All full-time and scheduled part-time nurses hired after the signing of this Agreement upon completion of their first thirty (30) calendar days of employment ~~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.

Tentative Agreements
March 17, 2021

U2 (Role of the Nurse)

Add the following to end of Article III, Section 4:

“Charge responsibility shall not include issuing discipline to other employees or effectively recommending that an employee be disciplined.”

[Handwritten signature]
3/25/2021

Katya Roen
3/25/2021

ARTICLE XV

DISCIPLINE OR DISCHARGE

Section 1. No Registered Nurse shall be disciplined or discharged by the Hospital except for just cause. Discipline other than verbal and written warning shall be sent to the Union President or designee as soon as possible after it is issued.


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. The Union recognizes the Hospital's right to promulgate reasonable rules and regulations related to attendance provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. ~~to All Registered Nurses are subject to the FLEXability Benefits Program's Nuance Health a Attendance and Dependability policy policies and procedures in place at the time.~~

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.

Degree Differential.

Revise Article XXVI, Section 3 as follows:

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-submission of such degree to the Hospital, 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.



3-25-2021



3/26/2021

TENTATIVE AGREEMENT

APRIL 1, 2021

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

1. All signed tentative agreements.

2. **Wages and Differentials.**

-Effective April 4, 2021, 2.50% increase to the Day Rate for all steps.

-Effective April 3, 2022, 2.50% increase to the Day Rate for all steps.

-Effective April 2, 2023, 2.50% increase to the Day Rate for all steps.

-Effective April 4, 2021, increase preceptor differential to \$2.00; Effective April 3, 2022, increase preceptor differential to \$3.00.

As soon as possible after ratification, full-time nurses (control hours of 32 hours or more) will receive a payment of \$1,000, and part-time nurses (control hours of less than 32 hours) will receive a payment of \$500. To receive a payment, a nurse must be employed on the date of ratification and the date that the bonus is paid. For purposes of determining control hour status, an employee's control hours on the date of ratification will be used.

3. **Staffing Committee.**

Revise Article XXXV, Section 1 as follows:

"Section 1. There shall be a Staffing Committee consisting of **at least** 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 recruitment and retention, self-scheduling, staffing guidelines (core numbers for nurses and ancillary staff), voluntary call, and floating guidelines **for each unit.** 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. **Any changes in staffing guidelines/grids (core numbers) will be communicated to the Union a minimum of 4 weeks prior to implementation. The parties agree to have a Labor Management meeting to discuss any proposed**

changes.

For the first two Staffing Committee meetings after the ratification of the 2021 – 2024 collective bargaining agreement, the parties will invite a mediator from FMCS to attend the meeting to assist the parties in creating a process that is productive and mutually beneficial.”

4. Education.

Revise Article XII, second paragraph of Section 2(a) as follows:

“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~~ \$40,000 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.”

Revise Article XII, Section 2(d)(3) as follows:

“3. Requests for educational reimbursement shall not be unreasonably denied. ~~Effective April 1, 2014~~ April 1, 2021 payments during a calendar year under the Educational Reimbursement Program to Registered Nurses will not exceed ~~\$80,000~~ \$100,000. ~~Effective April 1, 2022~~2015 the amount will be increased to ~~\$85,000~~ \$110,000. ~~Effective April 1, 2023~~ 2016 the amount will be increased to ~~\$90,000~~ \$120,000.

Should the reimbursement amount for a calendar year together with the amounts approved for but not yet reimbursed total ~~\$80,000~~ \$100,000 (4/01/2215 - \$110,000 ~~\$85,000~~; 4/01/2316 - \$120,000 ~~\$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~~ \$100,000 (4/01/2215 - ~~\$85,000~~ \$110,000; 04/01/2316 - ~~\$90,000~~ \$120,000), after December 15, then those unapproved applications will be approved and reimbursed according to the order they were received and until the ~~\$80,000~~ \$100,000 (4/01/2215 - ~~\$85,000~~ \$110,000; 4/01/2316 - ~~\$90,000~~ \$120,000) has been paid.”

Revise Article XII, Section 2(d)(5) as follows:

“5. Registered Nurses with less than ~~thirty-six (36)~~ thirty-two (32) 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 ~~two (32)~~ ~~-six (36)~~ or more control hours.”

5. **On-Call.** Revise Article XXI, first sentence of Section 2 as follows:

“This Section only applies to the Departments with Mandatory Call: PACU, PACU EXT, OR, Interventional Radiology, and Endoscopy Departments with Mandatory Call.”

6. **Insurance.**

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

Section 1. All eligible bargaining unit members will may participate in the Hospital’s FLEXability Benefits Program 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 and conditions as it is such benefits are 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 any benefit 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.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 annual 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. Benefits will be administered under the same terms and conditions as for all non-union employees of the Hospital.

Section 3. Should Western Connecticut Health Network the Hospital 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.

[No change to remainder of Article.]

¹ Moved from Article XXX, and as a result, Article XXX can be deleted.

7. **Paid Time Off.**

Revise Article XI, Section 3(e) and (f) as follows:

Section 3. Use of PTO Days

“e. Registered Nurses may ~~normally~~ carry over accrued but unused PTO up to a maximum of two (2) times their control hours into the next calendar year pursuant to the PTO Policy for Nuvance Health in place at the time 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, ~~Nuvance Health Western Connecticut Health Network~~ will automatically deduct them from their total balance in January of the following year.”

8. **Leaves of Absence.**

Revise Article XIV, Section 1 as follows:

“Leaves of Absence will be granted in accordance with the terms of the ~~FLEXability Benefits Program Hospital’s leave policies~~ and consistent with applicable state and federal law.”

9. **Retirement.** Article X, add NEW Section as follows:

**ARTICLE X
(INSURANCE AND RETIREMENT)**

“3. Effective no later than the start of the first full pay period after July 1, 2021, Registered Nurses who satisfy the age and service requirements that apply to all other employees, and who are not in the grandfathered group of employees described below, shall receive the same defined contribution retirement plan benefits that are available to other employees at Nuvance Health, except as hereinafter set forth. Effective no later than the start of the first full pay period after July 1, 2021, the employer match will change to provide a 100% match up to 6%. In addition, the employer match will be provided on a per-pay-period basis as opposed to the current one-time annual contribution. Core contributions shall be eliminated effective the day prior to the implementation of the new retirement program described above.

Members who were grandfathered 401(k) participants as of December 31, 2012 will continue eligibility for core contributions at the same level that has been in effect since the creation of the grandfathered status.”

10. **Side Letter:** Add the following NEW Side Letter:

“The parties agree as follows:

- The basic flex benefits will remain in place for members of the bargaining unit receiving the basic flex benefits as of March 31, 2021 provided they continuously remain in a benefits eligible position;
- The ICU night shift bonus of \$2/hour will remain in place for bargaining unit nurses eligible for the night shift bonus as of March 31, 2021.”

11. **Side Letter.** Add the following NEW Side Letter:

“This side letter reflects the parties’ agreement regarding extra call.

A Registered Nurse who is assigned to OR or PACU who volunteers or is required for additional call shifts beyond two (2) call shifts in a four-week period will be offered an extra call shift bonus as follows:

Each 4 additional hours of call = \$50.00

This side letter shall remain in effect from the start of the first pay period after ratification through December 31, 2021. In December 2021, the parties shall meet to discuss whether this side letter should be renewed with or without modification.”

12. **Duration.** Three Years (April 1, 2021 through March 31, 2024).

13. All other proposals withdrawn without prejudice.

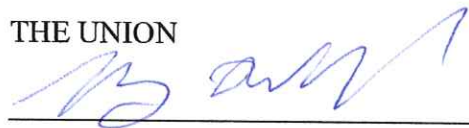
The parties hereby agree to extend the term of the current collective bargaining agreement to the date of the ratification vote for the successor agreement. The Union bargaining committee will recommend and promote ratification of this agreement.

THE HOSPITAL



Dated: April 1, 2021

THE UNION



Dated: April 1, 2021