

# **COLLECTIVE BARGAINING AGREEMENT**

**THE WILLIAM W. BACKUS HOSPITAL**

**AND**

**AFT CONNECTICUT BACKUS FEDERATION OF NURSES**

**EFFECTIVE: May 17, 2012 through May 16, 2015**

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THIS AGREEMENT entered into this 17<sup>th</sup> day of May, 2012, by and between The William W. Backus Hospital (the “Hospital”) and AFT Connecticut/Backus Federation of Nurses (the “Union”).

## **ARTICLE 1** **INTENT**

1.1 The intent and purpose of this Agreement are to set forth the terms and conditions of employment for the employees of the Hospital in the below set forth bargaining unit represented by the Union; to provide for the adjustment of grievances; to assure the continuous, harmonious, economical and efficient operation of the Hospital; and, to promote the highest professional standards of excellence in nursing practice to serve the needs of the Community.

1.2 Personal pronouns are used in this Agreement for convenience only and do not denote sex.

## **ARTICLE 2** **RECOGNITION**

2.1 The Hospital recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of work or other conditions of employment for all full time and regular part-time Registered Nurses employed by the Employer at its Norwich, Connecticut facility; but excluding, all other employees, Registered Nurses who are Exempt employees as that term is used in the Fair Labor Standards Act, Advanced Practice Registered Nurses, Clinical Coordinators, and other Supervisors, and Guards, as defined by the Act.

2.2 The scope of this Article extends to employees employed in bargaining unit classifications in Departments under the Hospital’s Federal Employer Identification Number.

2.3 Hereafter in this Agreement, unless otherwise explicitly stated, the term Employee or Employees refers to Bargaining Unit employees as set out in Section 2.1 of this Article.

## **ARTICLE 3** **DEFINITIONS**

3.1 The term “employee” as used herein refers to a member of the bargaining unit set forth in this Agreement for whom the Union has been certified as the exclusive bargaining representative.

3.2 The term “full time” refers to an employee who is assigned to a budgeted position of forty (40) hours per week.

3.3 The term “regular part time” refers to an employee who is assigned to a budgeted position of at least four (4) hours per week but less than forty (40) hours per week.

3.5 A budgeted position is a specified number of hours assigned to a position within a functional department.

3.6 A “per diem employee” is an employee who is not a member of the bargaining unit, works on an “as needed” basis and is not required to work any set hours, position, or schedule to maintain employment.

## **ARTICLE 4** **MANAGEMENT RIGHTS**

4.1 All management functions and responsibilities which the Hospital has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Hospital. More specifically, the Hospital reserves the right to establish and administer policies and procedures related to patient care, research, education, training, operations, services and maintenance of the Hospital; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service, to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of other units of the Hospital; the assignment of work; the qualifications required and the size and composition of the work force; to make or change Hospital rules, regulations, policies and practices not inconsistent with the terms of this Agreement; to otherwise generally to manage the Hospital, attain and maintain full operating efficiency and optimum patient care, and direct the work force, except as expressly modified or restricted by specific provision of this Agreement.

4.2 The Parties explicitly recognize that any waiver or limitation of bargaining, agreed to in this Agreement will survive the expiration of the Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 5** **NO STRIKE NO LOCKOUT**

5.1 Neither the Union, nor bargaining unit employees shall engage in or induce or encourage, or attempt to engage in or induce or encourage, any strike, work stoppage, slowdown, sympathy strike, picketing of the Hospital premises (while on or off duty), refusal to cross picket lines or withholding of goods or services by such bargaining unit employees or other persons at the Hospital. Any violation of the above provisions shall subject a unit employee to discipline, including discharge. Disciplinary action imposed subject to this Article may not be challenged or otherwise grieved through Article 11, Grievance and Arbitration Procedure of this Agreement,

except with respect to the issue of fact as to whether or not any particular employee engaged in any activity prohibited by the provisions of this Article.

5.2 The Hospital shall not institute, declare or cause, or attempt to institute, declare or cause, any lockout of the bargaining unit from the Hospital's premises.

5.3 Prior to any discipline being issued by the Hospital pursuant to this Article the following affirmative steps will be taken:

- a. The Hospital shall immediately inform the Union of the suspected work stoppage, slow-down, strike or picketing.
- b. The Union President or his/her designee, after being notified of such activity, shall immediately instruct the participating employees to cease and immediately return to work.

5.4 It is further agreed that the Union and its local representatives and Grievance Committee will actively discourage and publicly denounce any such interruption of work in violation of this Agreement, and will endeavor to secure immediate compliance with provisions of this Article by all employees who engage in conduct prohibited by the provisions of this Article. If the Union satisfies this affirmative obligation, the Hospital agrees there shall be no liability on the part of the Union or any of its local officers or representatives for any damages resulting from such strike, slowdown or stoppage of work unless any of the events listed above in this Article has actually been called, authorized sanctioned, condoned or ratified by the Union or any of its representatives.

## **ARTICLE 6**

### **UNION SECURITY**

6.1 All employees within the bargaining unit who are or become members of the Union during the term of this Agreement shall be required as a condition of employment to remain members of the Union and to pay the required membership dues.

6.2 All employees who are in the bargaining unit must become members of the Union Thirty (30) days from the date they complete the probationary period. Notwithstanding the foregoing, no such employee shall be required to become a member of the Union until such thirty (30) day period is completed with the Agreement in full force and effect.

6.3 All employees who are within the bargaining unit and who do not become members of the Union shall be required to pay the Union an agency fee in lieu of and not to exceed the amount of the required membership dues.

6.4 The term "member" used in this Article is consistent with the construction of that term under the National Labor Relations Act. The Union agrees to satisfy all procedural requirements necessary to lawfully enforce this Article against a non-compliant employee and will notify the Hospital it has done so before seeking such employee's termination. The Union

agrees to indemnify and hold harmless the Hospital from any and all claims, costs, liability and defense expense which may arise from the termination of an employee in the course of implementation or enforcement of this Article.

6.5 The Union will prepare a Union orientation packet and be permitted to distribute that packet during new employee orientation.

## **ARTICLE 7** **DUES CHECKOFF**

7.1 The Hospital agrees to deduct the annual Union membership dues or agency fee incurred pursuant to Article 6 above from the earnings of any nurse who has executed and delivered an appropriate authorization form to the Hospital. Such deductions shall be in the amount certified by the Union and shall be made in accordance with the terms of the authorization form.

7.2 A nurse may at any time revoke the previously given authorization by written notice to that effect delivered to the Hospital with copies to the Union. A termination of employment with the Hospital shall automatically constitute a revocation of any previously given authorization. Any revocation shall not be effective as to any dues or agency fee deducted by the Hospital prior to receipt of such written revocation by the Hospital or termination of employment. Withheld amounts will be forwarded to the Treasurer of the Union weekly by check. A record of the amount and the names of those for whom deductions have been made will be provided at the same time.

7.3 Dues or agency fees for the Union shall be deducted weekly beginning with the next scheduled date for the deduction following receipt by the Hospital of the authorization form. If an employee has no pay coming at the time when the deductions are made, the Hospital shall not be required to make an additional deduction or to increase the deduction at another time to make up for the loss.

7.4 Dues and agency fees deducted shall be sent to the Union under the procedures established by the Hospital. The Hospital shall have no liability or responsibility for the dues or agency fees except to make the deductions and send them to the Union.

7.5 The Union agrees to indemnify and hold harmless the Hospital from any and all claims, costs, liability and defense expense which may arise from the enforcement or implementation of this Article.

## **ARTICLE 8** **NO DISCRIMINATION**

8.1 The Hospital and the Union agree that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, sex, sexual orientation, marital status, national origin, ancestry, veteran status, present or past history of physical/mental disability, veteran status, mental retardation, learning disability or physical



disability including but not limited to blindness, genetic information or any other factor protected by statute or any other protected status or class or union activity. The Hospital and Union further agree that a qualified employee with a disability who is able to perform the essential functions of his or her position or of a specific position for which he or she is being considered with or without reasonable accommodation shall not be discriminated against on the basis of his or her disability. Any alleged violation of this Article is not subject to the provisions of Article 11, Grievance and Arbitration Procedure of this Agreement until the bargaining unit employee has exhausted Administrative processes available to him or her. The Hospital agrees, upon the Union's request, to extend the time limits set out in Article 11, Grievance and Arbitration Procedure of this Agreement to accommodate the Administrative process.

8.2 It is the continuing policy of the Hospital that no form of sexual harassment of one unit or non-unit employee by another or harassment of employees by Hospital visitors, patients, vendors, attendees or others invited or present at Hospital functions will be condoned or permitted to continue. Sexual harassment will be considered discriminatory under this provision. Employees who believe that they have been sexually harassed, or harassed in any other way, should contact their supervisor, Department Head or Human Resources immediately. Sexual Harassment is just cause for disciplinary action up to and including dismissal. Disciplinary action imposed pursuant to this Article is not subject to the provisions of Article 11, Grievance and Arbitration Procedure of this Agreement until the bargaining unit employee has exhausted Administrative processes available to him or her. The Hospital agrees, upon the Union's request, to extend the time limits set out in Article 11, Grievance and Arbitration Procedure of this Agreement to accommodate the Administrative process.

## **ARTICLE 9**

### **PROBATIONARY AND ORIENTATION PERIODS**

9.1 The probationary period shall be the first one hundred fifty (150) days of continuous bargaining unit employment, including an orientation period. During the probationary period the Hospital shall have complete discretion to determine whether or not to retain or discipline an employee. A probationary employee who is subject to any form of discipline, including termination, will not have access to the provisions of Article 11, Grievance and Arbitration Procedure, of this Agreement. An employee's probationary period may be extended by the Hospital, in its sole discretion, an additional Thirty (30) calendar days.

9.2 All newly hired or voluntarily transferred unit employees shall receive an orientation period that will vary according to their assignment and skill level necessary in the Hospital and the Department to which that the employee was hired or voluntarily transferred. The length and content of the orientation period will be determined by the Hospital in its sole discretion. Duration of orientation will not normally exceed Twelve (12) weeks unless the complexity of the department requires a longer time period.

9.3 If a voluntarily transferred employee fails to successfully complete his/her orientation period, said employee shall be returned to the Department from which they transferred if a vacancy exists that reflects the shift and hours of the employee's previous position. If such position does not exist, then the Hospital shall offer a posted position for which

the employee is qualified and which position reflects the shift and hours of the employee's previous budgeted position.

9.4 Decisions regarding the length, content and success of employee orientation are not subject to Article 11, Grievance and Arbitration of this Agreement.

## **ARTICLE 10** **DISCIPLINE AND DISCHARGE**

10.1 No employee shall be disciplined or discharged without just cause.

10.2 The Hospital will notify the Union of any written warning, suspension, or discharge of any employee who has completed the probationary period.

## **ARTICLE 11** **GRIEVANCE AND ARBITRATION PROCEDURE**

11.1 Any controversy or claim arising out of or relating to the interpretation, application or breach of the provisions of this Agreement shall be deemed a grievance and shall be processed in the following manner. There shall be no suspension of work on account of such grievance.

Step 1. The employee shall present his/her grievance in writing to the Clinical Director of their Department, with a copy also provided to the Hospital Human Resources Department, not later than Ten (10) calendar days after the employee knew or should have known of the occurrence of the incident giving rise to the grievance. The Employee and Clinical Director will meet to discuss the grievance within Ten (10) calendar days of presentation. If the grievance is not settled or withdrawn as a result of this meeting the employee shall have Ten (10) calendar days thereafter within which to file the grievance at Step 2.

Step 2. The Union shall present the grievance to the Assistant Vice President, Patient Care Services or his or her designee, with a copy also provided to the Hospital Human Resources Department, within the time period set out in Step 1 above. The Assistant Vice President, Patient Care Services or his or her designee and a Union Delegate will meet to discuss the Grievance within Ten (10) calendar days of receipt of the Step 2 filing. The Assistant Vice President, Patient Care Services or his or her designee, shall have Ten (10) calendar days after the meeting to respond. If the grievance is not resolved or withdrawn, the Union shall have Ten (10) days thereafter within which to file the grievance at Step 3.

Step 3. The Union shall present the grievance to the Vice President, Human Resources and Organizational Development or his or her designee within the time period set out in Step 2 above. The Vice President, Human Resources and a his or her designee and a Union Delegate will meet to discuss the Grievance within Ten (10) calendar days

of receipt of the Step 3. The Vice President, Human Resources and Organizational Development, or his or her designee, shall have Ten (10) calendar days after the meeting to respond. The Union shall have Thirty (30) calendar days thereafter to notify the Hospital of its desire to arbitrate the grievance and submit the grievance to the American Arbitration Association for arbitration. Unit employees may not submit a grievance to arbitration.

11.2 A grievance of general application may be instituted at Step 2.

11.3 The arbitrator shall be selected by the American Arbitration Association under its rules. The arbitrator shall have authority only to interpret the terms and provisions of this Agreement and shall be without power to alter, amend, add to or subtract from the language of the Agreement or to hold ex-parte hearings. The decision of the arbitrator within the scope of his authority shall be final and binding upon the parties. Each party shall bear the expenses of its own representatives and witnesses and both parties shall share equally the fees and expenses of the arbitrator.

11.4 The time limits set forth in this Article may be extended in any particular case by the written agreement of the parties. If the Hospital does not reply within the time limits set out in this Article the grievance will be considered denied at that Step and may proceed according to the terms of the appropriate Step.

11.6 Scheduling of all meetings or discussions conducted pursuant to this Article is subject to patient care needs, the operation of the Hospital and is within the sole discretion of the Hospital. Employees must secure supervisory approval before beginning any such meetings or discussions. Approval will not be withheld for arbitrary or capricious reasons. Employees shall not be docked for time spent during their working hours in the discussion of grievances with Hospital representatives in the Steps of the Grievance Procedure. Discussion of grievances shall be at mutually convenient times and may be held outside of working hours.

11.7 Employees will not be paid by the Hospital to attend arbitrations or for preparation for arbitrations. Employees must secure supervisory approval of leave requests to attend arbitrations or for preparation for arbitrations. Such approval is subject to patient care needs, the operation of the Hospital and is within the sole discretion of the Hospital. Approval will not be withheld for arbitrary or capricious reasons. Should the Hospital exercise its right to deny employee(s) attendance at a scheduled arbitration hearing(s) due to patient care needs or the operation of the Hospital, which decision by the Hospital results in the cancellation of a hearing the Hospital agrees to pay any costs associated with the cancellation of said hearing(s).

## **ARTICLE 12**

### **LABOR-MANAGEMENT COMMITTEE**

12.1 A Labor-Management Committee will meet monthly, or as otherwise mutually agreeable, to discuss issues concerning bargaining unit employees or management, provided there is a written agenda of items to discuss. Such committee shall include Four (4) Hospital representatives and a Joint Union Committee consisting of Four (4) representatives from the

bargaining unit and One (1) AFT/CT Field Representative. Each party will submit its agenda items to the other at least One (1) week in advance of the meeting.

12.2 All participating employees shall be paid their regular rate of pay if the Labor Management meeting is scheduled during said employees; regularly scheduled shift. Employee attendance requires supervisory approval. Such approval is subject to patient care needs, the operation of the Hospital and is within the sole discretion of the Hospital.

12.3 The Committee will explore recommendations and engage in dialogue concerning providing optimal service as a community hospital and maintaining an effective collective bargaining relationship.

### **ARTICLE 13** **UNION RIGHTS**

13.1 To the extent consistent with Article 11, Grievance and Arbitration, of this Agreement the Union President or his/her designee shall be granted time off to attend Grievance meetings and Arbitration meetings.

13.2 The Union President or his or her designee will participate in meetings dealing with the duties necessary to perform the functions of the position of Union President on non-paid time and, if otherwise on duty, after having secured supervisory approval. Such approval is subject to patient care needs, the operation of the Hospital and is within the sole discretion of the Hospital. Approval will not be withheld for arbitrary or capricious reasons.

13.3 The Union shall have Ten (10) non paid Union days annually to attend Union functions at the Local, State or Federal Union level. These nonpaid Union days shall be distributed by the Union President in a manner as decided by the Union President. The Union shall give notice to the Hospital as soon as practicable to the Hospital when accessing these days. Employees must secure supervisory approval of leave requests to utilize this benefit. Such approval is subject to patient care needs, the operation of the Hospital, is within the sole discretion of the Hospital and shall not be unnecessarily withheld.

13.4 An authorized representative of the Union shall, after making arrangements with the Vice President, Human Resources and Organizational Development or his/her designee, have admission to the Hospital for the purpose of administering this Agreement. If the Union representative wishes to involve an on-duty employee in this effort, that employee will not be paid and employee attendance requires supervisory approval. Such approval is subject to patient care needs, the operation of the Hospital and is within the sole discretion of the Hospital. Any meetings with employees held pursuant to this Article will take place in the Human Resources Department or a location designated by the Human Resources Department. The parties understand and agree that this Article in no way limits any current statutory rights as granted by the National Labor Relations Act.

13.5 The Hospital agrees to provide a bulletin board or a dedicated space at least Eighteen (18) by Eighteen (18) inches on a bulletin board in the dedicated Staff Lounges in those Nursing Departments which have such lounges. These bulletin boards are for use by the Union for the posting of Union Notices and bulletins pertaining to the administration of the internal business and affairs of the Union provided that in the judgment of the Hospital such notices shall not be derogatory or negative toward any patients, employees, vendors, the Hospital or its agents. Absent extraordinary circumstances, the Union will provide the Vice President, Human Resources and Organizational Development or his or her designee a copy of any notice Twenty One (21) calendar days prior to its posting. The Parties agree that any dispute regarding the suitability of the subject matter in Union notices and/or Bulletin(s) shall be subject to the Grievance and Arbitration procedure of the Agreement.

13.6 The Union will designate Twenty Five (25) bargaining unit employees to serve as Union Delegates. The Union will notify the Hospital of the identity of the Delegates and any changes. The Delegates have the authority to deal with the Hospital on behalf of the Union regarding matters involving the administration of this Agreement. All time spent by the Delegates dealing with the Hospital or other employees regarding this Agreement is subject to supervisory approval, patient care needs, the operation of the Hospital and is within the sole discretion of the Hospital. Unless otherwise specifically noted in this Agreement time spent pursuant to this Article is not paid by the Hospital.

13.7 Notwithstanding the above Section 13.6 above, a Union Delegate attending a Weingarten investigatory interview will receive his or her regular pay. Attendance of a particular Delegate is subject to supervisory approval, patient care needs, the operation of the Hospital and is within the sole discretion of the Hospital. The Parties recognize that Union representation is not a right in disciplinary notification interviews. If an employee requests a Delegate to be present at such an interview the request will be granted and the Delegate will receive his or her regular pay. Attendance of a particular Delegate is subject to supervisory approval, patient care needs, the operation of the Hospital and is within the sole discretion of the Hospital.

## **ARTICLE 14**

### **HOURS OF WORK**

14.1. The regular work day will reflect the budgeted position for which the employee is hired or which the employee currently works. The payroll week begins Sunday and continues through Saturday.

14.2. All meal breaks will be set by the Hospital in its sole discretion and will be taken only as directed. To the extent practicable and consistent with efficient operation of the Hospital, the meal break will occur at the mid- point of the shift. Unless given specific instructions to the contrary by their Clinical Coordinator, or in their absence, Directors or Nursing Supervisor, employees scheduled to or who work Seven and One Half (7 1/2) or more hours are required to take and record the meal break. Employees may not consolidate breaks. Meal periods are not paid and therefore are not considered in the calculation of overtime.

However, if employees are required to remain working, (for example, to answer phones) or are called back to work, they must record their return to work and that time worked is paid and also is included in overtime calculations. Any meal period of Twenty (20) minutes or less will be treated as paid worked time.

14.3. Work breaks are subject to management approval. Employees are responsible for obtaining their supervisor's approval before taking any unscheduled breaks. Failure to obtain managerial approval for a break may result in disciplinary action. Employees must remain on Hospital property during paid breaks.

14.4 The structure of the payroll period, regular work day, regular work week, number of shifts, the duration and start and stop times may be set, changed or eliminated in the sole discretion of the Hospital. The Parties shall meet and bargain regarding the effects of any change listed above when the decision is known to the Hospital but no later than Six (6) weeks prior to the implementation of such change when feasible unless the Hospital determines that because of operational or managerial needs said Six (6) week period is not practicable. This effects bargaining will not delay or prevent the implementation of the change.

14.5 Nothing in this Article constitutes any form of guarantee of minimum number of hours per day or week. The determination of the amount of work available to employees and the distribution of the work is within the sole discretion of the Hospital.

14.6 The Hospital may utilize a time recording device of its choosing. As directed by the Hospital, employees will accurately record their own time only. Recording the time of another employee is just cause for discipline up to and including termination.

14.7 The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 15** **OVERTIME**

15.1 Employees who work in excess of Forty (40) hours within a payroll week at the direction of the Hospital will be paid at One and One Half (1 ½) times the employee's regular rate of pay for the hours worked in excess of Forty (40).

15.2 Employees who work more than One (1) continuous hour beyond their scheduled shift of Eight (8) hours or more will be paid at One and One Half (1 ½) times the employee's regular rate of pay for the hours worked beyond their scheduled shift of Eight (8) or more hours.

15.3 Time that is paid, but not worked, will not be counted in determining whether the Forty (40) hour overtime threshold is met.

15.4 There will be no pyramiding of overtime.

15.5 The Hospital has the right, in its sole discretion, consistent with Connecticut law, to mandate overtime with no further bargaining obligation to the Union. Refusal to work mandated overtime is just cause for discipline up to and including dismissal.

15.6 Employees who are working overtime are responsible for recording the hours they work in each Department appropriately.

15.7 The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 16** **SCHEDULES**

16.1 The Hospital will inform employees of their anticipated work schedule by posting a schedule document in the functional Department in which the employee's budgeted position is resident.

16.2 To the extent possible, the Hospital will attempt to schedule each employee's hours to reflect the hours of their budgeted position.

16.3 Employees will submit requests for consideration for time off Four (4) weeks prior to the start of the schedule by submitting the request through the Hospital's time and attendance system.

16.4 Approximately two weeks in advance, the Hospital will post a Schedule. This Schedule will cover a Four (4) week period.

16.5 After the Schedule is posted, employees may volunteer to fill vacant shifts for which they are qualified. If the Hospital elects to fill a vacant shift it will fill it first from volunteers. If more employees volunteer for the vacant shift than the Hospital needs, selection will be made on a rotating basis beginning with the most senior bargaining unit employee in the Department. Notwithstanding the above, rotation will control only if it does not result in overtime.

16.6 The Hospital will award the shifts filled pursuant to this Article no later than One (1) week before the beginning of the schedule work period. Unless specifically told differently by their supervisor, employees are responsible to report to and work any shift previously assigned pursuant to this Article or be subject to disciplinary action.

16.7 During the One (1) week period immediately before the beginning of the schedule work period, the above restrictions of this Article no longer apply.

16.8 Nothing in this Article requires the Hospital to fill any shift or in any way limits the Hospital's sole discretion in setting staffing, work schedules or assignments. Nothing in this Article constitutes any form of guarantee of minimum number of shifts. The determination of the amount of work available to employees and the scheduling, distribution and assignment of the work is within the sole discretion of the Hospital. In implementing this Article the Hospital has the authority to change scheduling and assignments with no further bargaining obligation with the Union.

16.9 Nothing in this Article will restrict the rights of the Hospital reflected in Article 14, Hours of Work or Article 19, Assignment And Mandated Transfer.

16.10 The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 17** **SHIFT CANCELLATION**

17.1 The Hospital may in its sole discretion cancel, shorten or otherwise change shifts regardless of scheduling with no further bargaining obligation. To the extent possible, consistent with the Hospital's assessment of operational needs, employees will be released in the following order: Scheduled employees who would receive overtime if they worked as scheduled will be released first; followed by volunteers; followed by Traveler/Temporary nurses who were not hired because of specialized skills; followed by employees who are above the hours of their budgeted position; followed by part-time and full-time employees on an ongoing rotational basis per Department beginning with the least senior employee in the Department.

17.2 Employees are solely responsible for keeping their contact information current with the Hospital's Human resources Department and the employee's functional Department. The Hospital will attempt to provide advance notice of a shift cancellation by calling the employee at the primary telephone number listed by the employee in their contact information. If the Hospital does not attempt to provide notice before the beginning of a cancelled shift and a non-exempt employee reports to work, that employee will be assigned at least Four (4) hours work. If that employee is not assigned Four (4) hours work he or she will be paid Four (4) hours at their base wage.

17.3 The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.



**ARTICLE 18**  
**NEW POSITIONS AND VOLUNTARY TRANSFERS**

18.1 Before filling a new unit position or an existing unit position not covered by Article 19, Assignment and Mandated Transfer, of this Agreement, in the bargaining unit on a permanent basis, the Hospital will post notice of the opening on the then current application system for a period of Seven (7) calendar days. Employees desiring the opportunity to transfer to such position may apply according to the posting.

18.2 The Hospital will select the most qualified candidate for the posted position. If two candidates are equally qualified seniority will control selection.

18.3 A successful applicant for an opening who makes good in such opening will not be eligible to bid for another opening for a period of Six (6) months. This shall not apply to a position covered by Article 19, Assignment and Mandated Transfer, of this Agreement.

18.4 If the Hospital selects an internal candidate, the transfer will usually occur within Three (3) weeks. If the Hospital does not affect the transfer within this period it will provide the union with notice of a final transfer time frame.

18.5 To the extent practicable the Hospital will not fill the position left by a voluntarily transferring employee for Three (3) weeks to allow the employee to return to his or her previous position if he or she rescinds their transfer request.

**ARTICLE 19**  
**ASSIGNMENT AND MANDATED TRANSFER**

19.1 The Hospital may assign, reassign or transfer employees. The Hospital will not exercise its right to involuntarily assign, reassign or transfer an employee for arbitrary or capricious reasons. The Hospital will provide all affected employees and the Union Ten (10) days' notice and the reasons for the action being taken.

19.2 If the Hospital determines that a transfer is needed, the Hospital shall transfer the least senior qualified employee unless it determines that because of the operational or managerial needs of the Hospital, the implementation of the least senior preference is deemed to be not feasible.

19.3 Involuntary transfers shall not be used as a form of discipline.

19.4 The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

**ARTICLE 20**  
**PERFORMANCE OF WORK**

20.1 Bargaining Unit employees will undertake to properly carry out any work assignment given to them that they are trained and for which they have a demonstrated competency.

20.1 In the event any dispute or question arises over the propriety of the assignment or the work, the work will be performed by the employee to the best of his or her ability and without interruption, and the employee will have the right to timely grieve in accordance with Article 12, Grievance and Arbitration Procedure of this Agreement. As soon as feasible but after completing the assignment, the employee will give a signed, written notice of objection to the ordering supervisor who will note receipt of the notice of objection.

**ARTICLE 21**  
**LICENSURE AND CERTIFICATION**

21.1. It is the sole responsibility of the employee to secure and maintain current required licenses and certifications necessary for their general professional employment. If an employee's license expires or certification lapses that employee will be suspended for a period of Thirty (30) days, or until he or she renews their license or certification, whichever happens first. If the employee does not renew their license or certification within Thirty (30) days, the employee will be terminated and such termination shall be for just cause.

21.2 If an employee's license or certifications are compromised for any reason the employee will be terminated and such termination shall be for just cause.

21.3 It is the sole responsibility of the employee to demonstrate current, valid required licensure and certifications to the Hospital by presenting formal documents sanctioned by the licensing or certifying body.

21.4 If the Hospital imposes additional professional requirements the Hospital will provide requisite educational opportunities. Such educational opportunities will be set annually. Employees attending such educational opportunities will be paid their regular pay rate. Employees who choose to satisfy these requirements outside the Hospital will do so at their own expense, on non-paid time and must meet the requirements of Section 3 of this Article.

21.5 Hospital enforcement of this Article is subject to the Article 11, Grievance and Arbitration Procedure of this Agreement on the following limited basis. An arbitrator may only determine if an employee has or has not complied with the requirements of this Article. An arbitrator shall have no authority to modify the level of discipline imposed for lack of compliance.

## **ARTICLE 22** **SENIORITY**

22.1 Hospital Seniority is defined as the length of time an employee has been continuously employed by the Hospital from last date of hire whether or not in a bargaining unit position. Department Seniority is defined as the length of time an employee has been continuously employed in a bargaining unit position in a particular Hospital Department.

22.2 An employee's Hospital and Department seniority shall commence after the completion of the Hospital and Department probationary periods respectively. Hospital Seniority shall be retroactive to the date of last hire. Department Seniority shall be retroactive to the effective date of placement in the Department.

22.3 Accrual of Seniority.

- a. Hospital and Department seniority shall accrue during an authorized leave of absence.
- b. Hospital and Department seniority shall accrue during a layoff for a period not to exceed Nine (9) months.

22.4 Application of Seniority.

- a. Department Seniority shall apply in layoffs, reduction of hours and recall and as otherwise specifically indicated in this Agreement.
- b. Unless otherwise specifically indicated, Hospital Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor.

22.5 Employee(s) shall retain and transfer up to Three (3) years of his/her Departmental Seniority to a new department if they were:

- a. Transferred pursuant to Article 19, Assignment and Mandated Transfer, of this Agreement;
- b. Involuntarily laid off and recalled to a different Department; or,
- c. Transferred pursuant to Article 18, New Positions and Voluntary Transfers, of this Agreement.

**ARTICLE 23**  
**REDUCTION IN FORCE**

23.1 The size of the workforce at any time is within the sole discretion of the Hospital. The parties acknowledge that throughout this Article, the determination of whether an employee is qualified for a position is within the sole discretion of the Hospital.

23.2 The Parties agree that in the event the Hospital determines that it will layoff bargaining unit members, informal discussions will take place to address issues related to the layoff no later than Five (5) days before the layoff. Nothing in these discussions will be inconsistent with this Article.

23.3 Layoffs will be accomplished by functional Department. Probationary employees in the affected functional Department will be laid off first. Traveler/Temporary nurses who were not hired because of specialized skills will be laid off next. In the event further layoffs are necessary, volunteers will be laid off. If additional layoffs are necessary the least senior employee(s) in the affected functional department will be laid off.

23.4 An employee who has been selected for layoff pursuant to this Article has the right to fill a posted bargaining unit position provided he or she is qualified for that position. If the employee declines to fill such position he or she will be laid off.

23.5 If there is no posted bargaining unit position for which the employee selected for layoff is qualified he or she has the right:

- a. To displace a probationary bargaining unit employee provided he or she is qualified for that employee's budgeted position; or,
- b. To displace a Traveler/Temporary nurse who was not hired because of specialized skills; or,
- c. To displace the least senior employee in the unit provided he or she is qualified for that employee's budgeted position; or,
- d. Be laid off.

**RECALL RIGHTS**

23.6 Employees who are on layoff with recall rights shall be recalled to vacancies and/or new jobs in the job classification(s) they held at the time of layoff which the Hospital decides to fill, in seniority order provided that the displaced employee(s) possess the skills and qualifications to perform the available work.

23.7 Employees accepting recall must be willing to work the required schedule, shift, and hours of the position to which they are being recalled. Recalled employees shall transfer up to Three (3) years of Hospital Seniority to the department in which they are placed.

23.8 It is the sole responsibility of laid off employees to provide the Hospital with their current address. The Hospital will notify an employee of recall by certified mail and regular mail to his or her address of record with the Hospital. If an employee does not report to the Human Resources Department of the Hospital within Seven (7) days of receipt or mailing of the notification letter and return to work as directed within Ten (10) days of receipt or mailing, whichever comes earlier, that employee's recall rights will extinguish and he or she will be considered to have voluntarily quit and will lose all seniority rights as defined by this Agreement. Mitigating circumstances shall be considered regarding the issue of failing to meet the recall deadlines defined in this Agreement

23.9 If an employee is not recalled within Nine (9) months of layoff that employee will no longer be employed by the Hospital and will be considered as having voluntarily quit.

23.10 Probationary employees who have been laid off have no recall rights.

23.11 An employee is qualified to perform the duties of a position if, in the sole judgment of the Hospital, the employee has the professional knowledge and technical skills to perform a job safely and in a manner satisfactory to the Hospital. Laid off employees shall be entitled to the orientation period as outlined in Article 9, Probation and Orientation Periods, of this Agreement. Specialized training and/or an extension of the time period for orientation may be granted at the Hospital's discretion.

23.12 Laid off employees will be recalled to posted positions for which they are qualified before the Hospital fills a position pursuant to Article 18, New Positions and Voluntary Transfers, of this Agreement. Employees accepting recall must be willing to work the required schedule, shift and hours of the position to which they are being recalled. In order to be recalled an employee must be qualified as determined by the Hospital to perform the duties of the position.

23.13 The Parties agree that employee(s) will be laid off rather than reduce the hours of the employees within the affected unit or department.

23.14 The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship.

## **ARTICLE 24** **EVALUATIONS**

24.1 The Hospital has the right to evaluate the workplace performance and conduct of employees.

24.2 The form of and method used for evaluations is within the sole discretion of the Hospital. A copy of any employee's evaluation will be made available to the employee.

24.3 Evaluations will set forth the Hospital's assessment of the employee's work place conduct and performance and will consider, where applicable, at least the following factors: discipline record, time and attendance record, commitment to the Hospital, communications and interactions relevant to the workplace, professional skill, workplace related self-betterment efforts and integrity.

24.4 Employees will have the opportunity to present a written response to their evaluation. The employee's response will be retained in the employee's file.

24.5 Hospital determinations in this regard are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. Neither the Hospital nor the Union will use evaluations in any Arbitration.

## **ARTICLE 25** **JOB DESCRIPTIONS**

25.1 The Hospital has the right in its sole discretion to issue, maintain and modify job descriptions. Upon demand by the Union, the Hospital will engage in effects bargaining after exercising these rights. This will constitute the extent of the Hospital's bargaining obligation and will not delay the Hospital's action.

25.2 Bargaining unit employees will be provided with a current description of their job.

25.3 The Hospital will provide the Union with current descriptions of bargaining unit jobs.

25.4 Hospital determinations in this regard are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 26** **SHIFT DIFFERENTIALS**

26.1 Shift differential eligibility periods are from 3:00 PM to 11:00PM and 11:00PM to 7:00AM.

26.2 Employees who work Four (4) or more hours during the periods set out in Section 1 of this Article will be paid the amount set out below in addition to their regular base hourly rate for the hours worked within the period.

26.3 Employees who start and end their shift within the periods set out in Section 1 of this Article will be paid the amount set out below in addition to their regular base hourly rate for the shift.

26.4 Shift differential amounts per hour as used in this Article are:

<u>Shift</u>	<u>3:00PM – 11:00PM</u>
Amount	\$3.25
<u>Shift</u>	<u>11:00 PM – 7:00 AM</u>
Amount	\$4.25

26.5 Shift differential pay will not be paid on paid time off as set out in this Agreement.

**ARTICLE 27**  
**WEEKEND DIFFERENTIAL**

27.1 Weekend differential eligibility period is from 7:00 AM Saturday to 6:59 AM Monday.

27.2 Employees who work during the period set out in Section 1 of this Article will be paid Five Dollars (\$5.00) in addition to their regular base hourly rate for the hours worked within the period.

27.3 Weekend differential pay will not be paid on paid time off as set out in this Agreement.

**ARTICLE 28**  
**ON-CALL STATUS**

28.1 The Hospital has the sole discretion to assign an employee to On-Call or Restricted On-Call status.

28.2 Restricted On-Call employees will be required to remain on Hospital premises and available to work.

28.3 Restricted On-Call employees will be paid the current State of Connecticut minimum wage for each hour of Restricted On-Call work.

28.4 Restricted On-Call hours will not be included in the calculation of overtime eligibility unless the Restricted On-Call hours result in the employee's working in excess of Forty (40) hours in a payroll week.

28.5 If a Restricted On-Call employee is assigned to work while on Restricted On-Call status he or she will be paid according to all applicable provisions of this Agreement.

28.6 An On-Call employee must be immediately reachable at the employee's primary contact information provided to the Hospital through the employee's functional Department and report to the Hospital as instructed within Thirty (30) minutes of the Hospital's attempt to contact him or her. As set forth in this Agreement the employee is solely responsible for keeping his or her contact information current. An employee who does not comply with the requirements of this Section of this Article is subject to Article 10, Discharge and Discipline, of this Agreement.

28.7 Employees assigned to On-Call status will be paid Four Dollars and Twenty Five Cents (\$4.25) per hour for each hour On-Call.

28.8 Differential pay as set out in this Agreement will not be paid in addition to an employee's On-Call rate while the employee is On-Call.

28.9 On-Call time will not be included in calculation of eligibility for any benefit included in this Agreement.

28.10 If an On-Call employee is called into work that employee's On-Call pay as set out in Section 1 of this Article will stop as of the end of the hour immediately preceding the Hospital's attempt to call the employee into work.

28.11 When an On-Call employee is called into work that employee will be paid One and One Half (1 ½) times his or her regular base hourly rate for the time he or she actually works beginning at the time the employee is notified of the requirement to come into work.

28.12 When an On-Call employee is called into work, that employee will be paid according to all applicable provisions of this Agreement.

28.13 The Hospital will establish a parking area solely designated for On-Call use. Employees On-Call will be allowed to punch in at any designated time clock within the Main Campus.

28.14 The Hospital will allow up to Ten (10) minutes dressing time after the employee punches in.

## **ARTICLE 29** **CHARGE NURSE STATUS**

29.1 The Hospital has the sole discretion to assign an employee to Charge Nurse status. Employees assigned as Charge Nurse will be paid One Dollar and Twenty Five Cents (\$1.25) per hour in addition to their regular base hourly rate for each hour worked as Charge Nurse.



29.2 Employees working as Charge Nurse will receive differential pay as set out in this Agreement.

29.3 The Parties agree that the responsibilities of Charge Nurse will not rise to the level of authority sufficient to satisfy the definition of Supervisor as set out in Section 2(11) of the National Labor Relations Act.

29.4 The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

### **ARTICLE 30** **CHILD CARE PROGRAM**

30.1 The Hospital, may in its sole discretion, modify or discontinue its Child Care Program, including cost to employees.

30.2. If the Hospital discontinues the Child Care Program it will provide the Union with Ninety (90) days' notice and will engage in effects bargaining. During effects bargaining the Child Care Program will continue unchanged.

30.3 Hospital determinations regarding this Article are not subject to the Grievance and Arbitration Procedure of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

### **ARTICLE 31** **PROFESSIONAL EDUCATION SUPPORT**

31.1 The Hospital will reimburse employees who have successfully completed the Probationary requirements set out in this Agreement and have been continuously employed for at least One (1) year in a budgeted position of at least Twenty Four (24) hours per week, up to a maximum of Two Thousand Four Hundred Dollars (\$2,400) per calendar year for tuition expenses for professional education if the employee satisfies the requirements of this Article.

31.2 The tuition charge and professional education it supports must be pre-approved by the Hospital; be for a specific course or plan of study at an accredited educational institution which awards college level credits; and, taken toward a recognized degree program to enhance job competence or prepare for future positions.

31.3 The employee must be actively employed in a qualified position by the Hospital at the conclusion of the course and receive a grade of "B" or better in a graded course or "Pass" in a pass/fail course.

31.4 In addition to the above restrictions of this Article, employees will only be reimbursed for a maximum of Two (2) courses taken simultaneously.

31.5 CLEP examinations are included under the terms of this Article.

31.6 Reimbursement under this Article will not be available for payment of any costs to employees referenced in Article 21, Licensure and Certification, of this Agreement.

31.7 The maximum amount any employee may receive pursuant to this Article during their employment is Ten Thousand Dollars (\$10,000.00).

31.8 Any employee who leaves the employ of the Hospital within One (1) year of receiving any payment pursuant to this Article must repay the amount he or she received to the Hospital.

## **ARTICLE 32** **CAFETERIA**

32.2 The Hospital may, in its sole discretion, discontinue, add to, or modify the Cafeteria or any vending machine or other commissary programs in the Hospital.

32.2 The Hospital may, in its sole discretion, discontinue, add to or modify the products, type of products, service, type of service or prices of the Cafeteria or any vending machine or other commissary programs.

32.3 The Hospital will provide the Union as much notice as possible of any of the events listed above in this Article and will, upon request engage in effects bargaining. Such effects bargaining will constitute the extent of the Hospital's bargaining obligation and will not delay the implementation of the event.

32.4 Hospital determinations regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 33** **BEREAVEMENT PAY**

33.1 Employees employed in a budgeted position of at least Twenty Four (24) hours per week are eligible to receive a maximum of Three (3) work days bereavement pay at the employee's regular base hourly rate of pay in the event of the death of a spouse, parent, step parent, child or sibling.

33.2 Employees employed in a budgeted to work at least Twenty Four (24) hours per week are eligible to receive a maximum of One (1) work day bereavement pay at the employee's regular base hourly rate of pay in the event of the death of a grandparent, aunt, uncle, niece, nephew, cousins or current in-laws.

33.3 For the purposes of this Article a work day for bereavement pay shall be based on the days set out in the employee's budgeted position.

33.4 Employees may request additional bereavement time off following the death of any relative. If leave is granted pursuant to this Section, the employee may elect to take leave unpaid or use available vacation time.

33.5 Employees may request bereavement time off following the death of a person who is not a relative. If leave is granted pursuant to this Section, the employee will use available vacation time.

### **ARTICLE 34** **JURY DUTY PAY**

34.1 Employees will be excused for jury duty if they present the Hospital with a Summons requiring their attendance for such duty. Employees who will be utilizing such leave must inform the Hospital immediately upon receiving the Summons.

34.2 If an employee's scheduled work time conflicts with Jury Duty the excused employee will be paid their regular base hourly rate for the first Five (5) conflicting days. The next immediate Twenty (20) conflicting days are not paid. The following Twenty (20) conflicting days, conflicting days 26 through 45 are paid at the employee's regular hourly rate. Any further conflicting days are not paid.

34.3 In order to receive pay for Jury Duty the Employee must present the Hospital with proof of service. For the purposes of this Article a work day is Eight (8) hours paid at the employee's regular base hourly rate. This constitutes all pay available to employees pursuant to this Article.

34.4 Once excused from jury duty, employees are expected to work their next scheduled day.

34.5 For any portion of unpaid jury duty, employees may request to use their available vacation time. The amount of the juror stipend paid by the State may be deducted from the employee's salary.

### **ARTICLE 35** **COURT APPEARANCE**

35.1 Employees will be excused to appear in response to a properly issued Subpoena requiring their attendance at a judicial proceeding if they present the Hospital with a copy of the

Subpoena. Employees who will be utilizing such leave must inform the Hospital immediately upon receiving the Subpoena.

35.2 Employees answering Subpoenas issued by any party other than the Hospital will not be paid by the Hospital. Employees may use available vacation time in this situation.

35.3 Employees who are crime victims may take time off from work to attend court proceedings or participate in a police investigation if necessary. Employees may use available vacation time in this situation.

35.4 Employees who are subpoenaed by the Hospital will be paid their regular base hourly rate for time in response to the Subpoena.

## **ARTICLE 36**

### **WORKERS' COMPENSATION**

36.1 Employees who experience a work related injury will be paid their regular base hourly rate for any hours of their scheduled shift which they missed on the day of injury.

36.2 Employees may elect to use available vacation or sick time to compensate for time not paid by the Hospital's carrier, up to a maximum of Three (3) days. If an employee elects to use sick or vacation time as set out in this Section, and the Hospital's carrier pays the employee, the vacation or sick time the employee claimed will not be restored. Leave as set out in this Article must be used in conjunction with Family Medical Leave.

36.3 Employees do not accrue any paid time off benefits as set out in this Agreement while receiving payment from the Hospital's carrier.

## **ARTICLE 37**

### **RESTRICTED DUTY**

37.1 The Hospital, in its sole discretion, may make temporary, restricted duty assignments up to Eight (8) weeks available to employees who have medical restrictions based on work or non-work related injuries or illnesses.

37.2 In order to be eligible to receive restricted duty assignments employees must be actively employed, be unable to perform the essential functions of their budgeted position and have a physician certify specific work restrictions under which they are able to return to work.

37.3 The determination of whether restricted duty assignments are available to an employee is within the sole discretion of the Hospital.

37.4 Employees working in a restricted duty assignment are paid their regular base hourly rate.

37.5 Hospital determinations in this regard are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement.

**ARTICLE 38**  
**FAMILY MEDICAL LEAVE**

The Hospital will comply with the requirements of the Connecticut and Federal Family Medical Leave Acts. Hospital actions in this regard are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement.

**ARTICLE 39**  
**MILITARY LEAVE**

The Hospital will comply with the requirements of the Uniformed Services Employment and Reemployment Act. Hospital actions in this regard are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement.

**ARTICLE 40**  
**PREGNANCY LEAVE**

40.1 Employees are eligible for leave of up to Eight (8) weeks leave for medical disability due to pregnancy.

40.2 It is the sole responsibility of the employee to provide the Hospital with medical certification as required by law.

40.3 Leave as set out in this Article must be used in conjunction with Family Medical Leave if applicable.

**ARTICLE 41**  
**PERSONAL LEAVE**

41.1 Employees who have been continuously employed by the Hospital for at least One (1) year and have worked One Thousand (1000) hours or more during the previous Twelve (12) months may request up to Eight (8) consecutive weeks unpaid personal leave.

41.2 Employees taking leave pursuant to this Article must exhaust available Vacation Time during the leave. After Vacation Time is exhausted the leave is unpaid.

41.3 Employees do not accrue paid time off while on a personal leave of absence.

41.4 Employees who exceed leave set out in this Article will be considered to have voluntarily resigned.

41.5 The decision to grant leave pursuant to this Article is within the sole discretion of the Hospital and is not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement.

## **ARTICLE 42** **INACTIVE STATUS**

42.1 Employees who exceed leave as set out in Articles 36, 38 and 39 Workers' Compensation, Family Medical Leave, and Military Leave respectively of this Agreement will be considered inactive employees.

42.2 Inactive employees are no longer eligible for benefits, and do not accrue any paid time off benefits as set out in this Agreement.

42.3 Accrued vacation time will be paid out upon entering inactive status.

42.4 Inactive employees may apply for posted positions consistent with Article 18, New Positions and Voluntary Transfers, of this Agreement.

42.5 Inactive status is strictly limited to One (1) year, after which the employee's employment with the Hospital ends, unless otherwise required by law.

## **ARTICLE 43** **HOLIDAYS**

43.1 The Hospital will grant the following paid Holidays to employees who have completed their probationary period as set out in this Agreement, who are actively working when the Holiday occurs and whose current budgeted position is twenty four (24) or more hours per week:

New Years Day

Labor Day

Memorial Day

Thanksgiving

Independence Day

Christmas Day

43.2 Unless otherwise designated by State or Federal law, a Holiday falling on a Saturday will be observed on the preceding Friday, a Holiday falling on a Sunday will be observed on the following Monday. The Holiday and observed Holiday period begins at 11:00 PM on the eve of the Holiday and ends at 11:00 PM on the day of the Holiday. If an

employee's functional department does not operate on a Holiday or observed Holiday that day will be the paid Holiday granted to the employee under of this Article.

43.3 Holidays are paid at the regular base hourly rate based on the employee's budgeted position hours during the Holiday period as set out in chart in Section (13) of this Article.

43.4 Operational needs of the Hospital require employees to work Holidays. To the extent practicable employees will rotate working on Holidays and not be required to work both Christmas Eve and Christmas Day and New Year's Eve and New Year's Day.

43.5 An employee who is scheduled to work on any of the Holidays listed below in this Section will be paid One and One Half (1 ½) times their regular base hourly rate for all hours worked during that Holiday period:

Memorial Day                      Independence Day                      Labor Day

43.6 An employee who is scheduled to work on any of the Holidays listed below in this Section will be paid Two (2) times their regular base hourly rate for all hours worked during that Holiday period:

New Years Day                      Thanksgiving Day                      Christmas Day

43.7 An employee who is scheduled to work on a day on which a Holiday listed in this Article is observed, but which is not the standard calendar date of that Holiday, will be paid their regular base hourly rate plus an additional Five Dollars (\$5.00) per hour for all hours worked during that observed Holiday period.

43.8 On-Call employees who are called into work on a Holiday will be paid the appropriate rate of pay as set out in Sections 5, 6, and 7 above of this Article for hours actually worked. These employees will also receive Holiday Pay as set out in Section 3 of this Article.

43.9 Employees on Restricted Call during a Holiday will be paid according to Sections 5 and 6 above of this Article at the Restricted Call rate unless called into work at which point they will be paid based on their regular base hourly rate.

43.10 An employee who is scheduled to work on any of the Holidays or observed Holidays listed in this Article will receive Shift Differential and Weekend Differential pay as set out in this Agreement in addition to the pay set out in Sections 5, 6 and 7 of this Article.

43.11 An employee who is scheduled to and works Four (4) or more hours on any of the Holidays listed in this Article will be credited vacation hours in addition to any otherwise covered by Article 45, Vacation, of this Agreement. The number of Vacation Hours credited under this Section is set out in Section (12) of this Article.

43.12 Credited vacation hours:

<b>Budgeted Position Hours</b>	<b>Hours Paid or Banked</b>
24 – 31	6
32 – 35	7
36 – 40	8

43.13 Nothing in this Article will restrict the rights of the Hospital reflected in Article 16, Schedules, of this Agreement.

**ARTICLE 44**  
**SICK TIME**

44.1 Beginning on January 1 of each year employees in a budgeted position accrue sick time at a rate of One (1) hour for every Forty (40) hours worked.

44.2 Employees can use this time upon completion of Six Hundred Eighty (680) hours of worked time from date of hire.

44.3 Employees may only use sick time that is available. Employees who have exhausted their available sick leave may use available vacation time to cover the days they are out sick.

44.4 Eligible employees may use available sick time for the following purposes:

- (a) An employee's illness, injury or health condition;
- (b) The medical diagnosis, care or treatment of an employee's mental illness or physical illness, injury or health condition;
- (c) Preventative medical care for an employee;
- (d) The illness, injury or health condition of an employee's minor child or spouse.
- (e) The medical diagnosis, care or treatment of an employee's minor child's or spouse's mental or physical illness, injury or health condition;
- (f) Preventative medical care for a minor child or spouse of an employee.

44.5 An eligible employee may also use available sick time when the employee is a victim of family violence or sexual assault, for the following reasons:



- (a) For medical care or psychological or other counseling for physical or psychological injury or disability;
- (b) To obtain services from a victim services organization;
- (c) To relocate due to such family violence or sexual assault;
- (d) To participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

44.6 Employees employed in a budgeted position of Thirty Two (32) or fewer hours accrue a maximum of Forty (40) hours per year sick time. Employees employed in a budgeted position of Thirty Six (36) or fewer hours accrue a maximum of Forty Three (43) hours per year sick time. Employees employed in a budgeted position of Forty (40) or fewer hours accrue a maximum of Forty Eight (48) hours per year sick time.

44.7 Employees employed in a budgeted position of at least Twenty Four (24) hours may carry a maximum number of hours equal to Sixteen (16) times their budgeted position hours over from one year to the next. Employees employed in a budgeted position of fewer than Twenty Four (24) hours may carry a maximum of Eighty (80) hours over from one year to the next.

44.8 Sick time is paid at the regular base hourly rate based on the employee's budgeted position.

44.9 Employees must provide as much notice as possible to their Clinical Coordinator, or in their absence, Directors or Nursing Supervisor of foreseeable use of sick time and must notify their Clinical Coordinator, or in their absence, Directors or Nursing Supervisor, and the Human Resources Department of sick use as soon as practicable in all other circumstances.

44.10 Employees may be required to obtain a medical clearance prior to returning to work.

44.11 Sick time is not paid out upon termination.

44.11. Employees who abuse sick time will be subject to discipline.

## **ARTICLE 45** **VACATION**

45.1 Employees employed in budgeted positions of Twenty Four (24) hours per week or more are eligible for paid vacation time. Eligible employees will accrue paid vacation time as set out below.

45.2 Employees with less than Four (4) years completed continuous service with the Hospital accrue vacation time based on their budgeted position as follows:

- a. Budgeted positions of Twenty Four (24) to Thirty One (31) hours per week accrue at the rate of their budgeted hours times Two (2) based on

their hours worked to a maximum of One and One Half ( 1 ½) times their accrual rate;

- b. Budgeted positions of Thirty Two (32) to Forty (40) hours per week accrue at the rate of their budgeted hours times Three (3) based on their hours worked to a maximum of One and One Half (1½) times their accrual rate.

45.3 Employees with at least Four (4) but less than Ten (10) years completed continuous service with the Hospital accrue vacation time based on their budgeted position as follows:

- a. Budgeted positions of Twenty Four (24) to Thirty One (31) hours per week accrue at the rate of their budgeted hours times Two and Seven Tenths (2.7) based on their hours worked to a maximum of One and One Half (1 ½) times their accrual rate;
- b. Budgeted positions of Thirty Two (32) to Forty (40) hours per week accrue at the rate of their budgeted hours times Four (4) based on their hours worked to a maximum of One and One Half (1½) times their accrual rate.

45.4 Employees with at least Ten (10) but less than Twenty (20) years completed continuous service with the Hospital accrue vacation time based on their budgeted position as follows:

- a. Budgeted positions of Twenty Four (24) to Thirty One (31) hours per week accrue at the rate of their budgeted hours times Three and Three Tenths (3.3) based on their hours worked to a maximum of One and One Half (1 ½) times their accrual rate;
- b. Budgeted positions of Thirty Two (32) to Forty (40) hours per week accrue at the rate of their budgeted hours times Five (5) based on their hours worked to a maximum one and one half (1½) times their accrual rate.

45.5 Employees with Twenty (20) or more years completed continuous service with the Hospital accrue vacation time based on their budgeted position as follows:

- a. Budgeted positions of Twenty Four (24) to Thirty One (31) hours per week accrue at the rate of their budgeted hours times Three and Six Tenths (3.6) based on their hours worked to a maximum of One and One Half (1 ½) times their accrual rate;

- b. Budgeted positions of Thirty Two (32) to Forty (40) hours per week accrue at the rate of their budgeted hours times Five (5) plus Sixteen (16) hours based on their hours worked to a maximum of One and One Half (1½) times their accrual rate.

45.6 Vacation time may only be taken after the employee has received approval of his or her Department head. Requests for vacation time will be submitted through the Hospital's time and attendance system and will be granted on a first requested, first granted basis based upon the operational needs of the Hospital. Vacation requests for any time from Memorial Day through Labor Day and Thanksgiving Day through New Year's Day will be submitted in January and July respectively of each year. During these periods employees will not be granted more than Two (2) consecutive weeks' vacation. All other vacation requests will be submitted Four (4) weeks prior to the start of the requested period.

45.7 Employees may utilize vacation time beginning One (1) week after completion of their probationary period as set out in this Agreement.

45.8 If a Holiday as set out in Article 43, Holidays, of this Agreement falls during an employee's approved vacation, the employee will receive pay as set out in Article 43. If an employee is summoned to Jury Duty during his or her approved vacation, the employee will receive pay as set out in Article 34, Jury Duty Pay.

45.9 Employees terminated for cause pursuant to Article 10, Discharge and Discipline, of this Agreement will not receive unused vacation time. Employees otherwise leaving the employ of the Hospital who have completed One (1) year continuous employment with the Hospital and satisfy the requirements of Article 46, Resignation, of this Agreement will receive payment for their accrued, unused vacation time.

45.10 Vacation time is paid at the regular base hourly rate based on the employee's budgeted position.

45.11 Each calendar year on a date set by the Hospital, employees may elect to receive payment for available vacation time as follow:

- a. Minimum payment is Eight (8) hours, maximum payment is the equivalent amount of the weekly hours of the employee's budgeted position;
- b. Payment may be made at Two (2) predetermined dates as set by the Hospital; and,
- c. The election is irrevocable and must be made in writing in the form set by the Human Resources Department.

**ARTICLE 46**  
**RESIGNATION**

46.1 Employees will provide Three (3) weeks' notice, exclusive of approved Vacation Time, of their intention to resign from the Hospital. Such notice will be in writing and given to the employee's Department head and the Human Resources Department.

46.2 In order to be eligible to receive available but unused vacation time pursuant to this Agreement, an employee must provide the notice required by this Article and work satisfactorily as directed through the end of the notice period.

**ARTICLE 47**  
**WAGES**

47.1. Effective the first pay period of the month after the Union notifies the Hospital in writing of the ratification of this Agreement, all unit employees will be placed in a wage range, set out below as Section 5, based on their year of graduation from an accredited institution as a Registered Nurse.

- a) Upon implementation of this wage range all unit employees will receive either a wage increase of Three percent (3) %, not to exceed the top of the range of their graduation year, or an increase to the bottom of the range of their graduation year.
- b) Effective the first pay period of the month following the first anniversary of the Agreement, unit employees will receive a wage increase of Two and One Quarter percent (2.25) %, not to exceed the top of the range of their graduation year, or an increase to the bottom of the range of their graduation year.
- c) Effective the first pay period of the month following the second anniversary of the Agreement, unit employees will receive a wage increase of One percent (1) %, not to exceed the top of the range of their graduation year, or an increase to the bottom of the range of their graduation year.

47.2 Bargaining Unit employees employed in a budgeted position of a Resource Center Nurse will be paid a flat base rate of Forty Eight Dollars (\$48.00) per hour for the duration of the contract, and are not eligible for annual increases.

47.3 The Hospital in its sole discretion may set initial hiring rates and establish recruiting programs with no bargaining obligation to the Union.

47.4 The Hospital in its sole discretion may make market adjustments to wage rates. If the Hospital decides to make market adjustments it will notify the Union in advance of the adjustment and discuss the effects of the decision with the Union.

47.5

Grad Year	2012	2011	2010	2009-2008	2007-2006	2005	2004	2003	2002	2001-2000	1999	1998	1997	1996-<
<b>Contract Year 1</b>														
3.00%	\$27.94	\$28.22	\$28.99	\$30.41	\$32.65	\$33.80	\$34.83	\$35.81	\$37.11	\$40.16	\$41.39	\$42.85	\$44.26	\$44.76
\$1.50	██████	\$26.72	\$27.49	\$28.91	\$31.15	\$32.30	\$33.33	\$34.31	\$35.61	\$38.66	\$39.89	\$41.35	\$42.76	\$43.26
<b>Contract Year 2</b>														
2.25%	\$28.57	\$28.85	\$29.64	\$31.09	\$33.38	\$34.56	\$35.61	\$36.62	\$37.94	\$41.06	\$42.32	\$43.81	\$45.26	\$45.77
\$1.25	\$27.32	\$27.60	\$28.39	\$29.84	\$32.13	\$33.31	\$34.36	\$35.37	\$36.69	\$39.81	\$41.07	\$42.56	\$44.01	\$44.52
<b>Contract Year 3</b>														
1.00%	\$28.85	\$29.14	\$29.94	\$31.41	\$33.72	\$34.91	\$35.97	\$36.98	\$38.32	\$41.47	\$42.74	\$44.25	\$45.71	\$46.22
\$1.00	\$27.85	\$28.14	\$28.94	\$30.41	\$32.72	\$33.91	\$34.97	\$35.98	\$37.32	\$40.47	\$41.74	\$43.25	\$44.71	\$45.22

**ARTICLE 48**  
**HEALTH AND WELFARE**

48.1 Benefits offered under this Article are subject to the following eligibility requirements:

- a) Employees who maintain a budgeted position of at least Twenty Four (24) hours may participate if they satisfy Plan criteria as defined in the appropriate Plan Document.
- b) Employees are responsible for meeting the annual Open Enrollment criteria within the established time frames as determined by the Hospital. Failure to do so will forfeit the member’s benefits for the following Plan year.

48.2 **HEALTH INSURANCE** The Hospital will offer the Aetna POS II Plan or a substantially similar plan under the following conditions.

- a) Participating employees will pay monthly premium cost-share rates as follows:

<u>Effective</u>	<u>Bud. Position 32–40 Hrs.</u>	<u>Bud. Position 24-31 Hrs.</u>
Plan Year start 1/1/13	<u>12.20%</u> of then current Premium	<u>22.43%</u> of then current Prem.
Plan Year start 1/1/14	<u>16.70%</u> of then current Premium	<u>29.18%</u> of then current Prem.
Plan Year start 1/1/15	<u>21.70%</u> of then current Premium	<u>36.68%</u> of then current Prem.

- b) Premium cost-share amounts will be paid by bargaining unit members on a weekly basis.

48.3 **DENTAL INSURANCE** The Hospital will offer the current Delta Dental Insurance Plan or a substantially similar plan under the following conditions.

- a) Participating employees will pay monthly premium cost-share rates for each year of the contract as follows:

<u>Classification</u>	<u>Basic Plan</u>	<u>Premium Plan.</u>
EE Only	<u>15.00%</u> of current Premium	<u>22.20%</u> of current Premium
EE + One	<u>48.90%</u> of current Premium	<u>68.70 %</u> of current Premium
Family	<u>67.10%</u> of current Premium	<u>86.00%</u> of current Premium

- b) Premium cost-share amounts will be paid on a weekly basis.

48.4 **VOLUNTARY VISION** The Hospital will offer the current EyeMed Vision Plan or a substantially similar plan for each year. Participating employees will pay weekly premium amounts for each year of the contract as follows:

EE Only	\$1.45
EE + One	\$2.76
Family	\$4.05

48.5 Implementation of the provisions of this Article is controlled by the terms of the Plans.

48.6 Third Party actions regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement.

48.7 If a dispute arises between the Parties as to the substantial similarity of a Plan as that term is used in Section 1 of this Article, and a grievance is filed pursuant to Article 11, Grievance and Arbitration Procedure, of this Agreement, and taken to arbitration, that arbitration will be conducted under the Rules for Expedited Arbitration of the American Arbitration Association in effect at that time.

48.8 The Hospital may in its sole discretion change Plan administration or whether it self- insures without any bargaining obligation to the Union. Any action taken by the Hospital pursuant to this Section must not be inconsistent with Section One of this Article.

48.9 The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 49**

### **SHORT TERM DISABILITY**

49.1 The Hospital will make Short Term Disability insurance for non-work related injuries available to employees who have completed One (1) year continuous employment at the Hospital and are in a budgeted position of at least Twenty Four (24) hours per week.

49.2 Benefit eligibility is subject to Plan requirements and determined by the carrier.

49.3 The Hospital will pay the premium costs of this benefit. Notwithstanding the above, upon Forty Five (45) days' notice to the Union the Hospital may stop paying the premium costs at which point employees will be responsible for doing so. Upon demand by the Union the hospital will meet and bargain regarding the effects of this change. This effects bargaining will not delay or prevent the implementation of the change.

49.4 Upon Forty Five (45) days' notice to the Union the Hospital may, in its sole discretion, modify this benefit. Upon demand by the Union the Hospital will meet and bargain regarding the effects of modifying this benefit. This effects bargaining will not delay or prevent the implementation of the change.

49.5 Third Party actions regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

**ARTICLE 50**  
**LONG TERM DISABILITY**

50.1. The Hospital will make Long Term Disability insurance available to employees who have completed their probationary period as set out in this Agreement and are in a budgeted position of at least Twenty Four (24) hours per week.

50.2 Benefit eligibility is subject to Plan requirements and determined by the carrier.

50.3 The Hospital will pay the premium costs of this benefit. Notwithstanding the above, upon Forty Five (45) days' notice to the Union the Hospital may stop paying the premium costs at which point employees will be responsible for doing so. Upon demand by the Union the Hospital will meet and bargain regarding the effects of this change. This effects bargaining will not delay or prevent the implementation of the change.

50.4 Upon Forty Five (45) days' notice to the Union the Hospital may, in its sole discretion, modify this benefit. Upon demand by the Union the Hospital will meet and bargain regarding the effects of modifying this benefit. This effects bargaining will not delay or prevent the implementation of the change.

50.5 Third Party actions regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

**ARTICLE 51**  
**LIFE INSURANCE AND ACCIDENTAL DEATH AND**  
**DISMEMBERMENT COVERAGE**

51.1 The Hospital will make Life Insurance and Accidental Death and Dismemberment Coverage insurance available to employees who have completed their probationary period as set out in this Agreement and are in a budgeted position of at least Twenty Four (24) hours per week.

51.2 Benefit eligibility is subject to Plan requirements and determined by the carrier.

51.3 The Hospital will pay the premium costs of this benefit. Notwithstanding the above, upon Forty Five (45) days' notice to the Union the Hospital may stop paying the premium costs at which point employees will be responsible for doing so. Upon demand by the Union the hospital will meet and bargain regarding the effects of this change. This effects bargaining will not delay or prevent the implementation of the change.



51.4 Upon Forty Five (45) days' notice to the Union the Hospital may, in its sole discretion, modify this benefit. Upon demand by the Union the Hospital will meet and bargain regarding the effects of modifying this benefit. This effects bargaining will not delay or prevent the implementation of the change.

51.5 Third Party actions regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 52** **RETIREMENT BENEFIT**

52.1 The Hospital will maintain a Section 403(b) Retirement Plan. Governance and implementation of this Plan is within the sole discretion of the Hospital. The Plan Document will govern all participation and benefit issues.

52.2 Eligible employees may participate in the Hospital's Retirement Plan referred to above in Section 1 of this Article.

52.3 The Hospital will make a non-elective employer contribution on behalf of the participant to the Plan of Three percent (3%) of earnings as defined by the plan document for the year.

52.4 The Hospital will make a non-elective transition contribution to the Plan of Three percent (3%) of earnings as defined by the Plan Document for the year on behalf of eligible employees who were participants in the Hospital' Defined Benefit Pension Plan with at least Ten (10) years of credited service on December 31, 2009 and whose age and credited service equals Fifty Five (55).

52.5 The Hospital's Defined Benefit Pension Plan is frozen as of December 31, 2009.

52.6 Third Party actions regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement.

## **ARTICLE 53** **HEALTH ASSESSMENT AND DISEASE PREVENTION**

53.1 The Hospital in its sole discretion may require employees to successfully complete workplace related health assessments as a condition of employment.

53.2 The Hospital may in its sole discretion require employees to participate in workplace related preventative and disease control regimens unless such regimens present specific medically certified contraindications.

53.3 Hospital determinations regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 54**

### **TECHNOLOGICAL CHANGES**

54.1 The Hospital has the right, in its sole discretion, to introduce new technology, instruments, machinery, equipment or process with no further bargaining obligation to the Union. The Hospital will discuss such changes with the Union.

54.2 Any non-supervisory job created by virtue of the new changes will be filled by qualified bargaining unit employees if the new job requires the employee to acquire or maintain a Registered Nurse license and the hours of work meet the definitions described in Article 3, Definitions, of this Agreement.

54.3 In the event it becomes necessary to train employees to qualify for such jobs as referenced in Paragraph 2 of this Article, the Hospital agrees to institute a training program as part of their assignment for the employees retained on the job.

54.4 Any placements or displacements shall be made in conformity with Article 23, Reductions in Force, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 55**

### **HOSPITAL RULES AND POLICIES**

55.1 The Hospital has the right, in its sole discretion, to enforce its existing rules and policies so long as those rules and policies do not explicitly conflict with any provision of this Agreement.

55.2 The Hospital has the right, in its sole discretion, to promulgate and enforce new rules and policies so long as those rules and policies do not explicitly conflict with any provision of this Agreement. If the union, within Five (5) calendar days of change, amendment or promulgation of a rule, so demands, the Parties will meet and bargain regarding the effects of the change. This effects bargaining will not delay or prevent the implementation of the change. A copy of any new rule or policy will be provided to the Union as soon as practicable before it is enforced.

55.3 Hospital determinations regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize Section 1 and

this Section of this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 56** **ELECTRONIC MONITORING**

The Hospital has the right to install, modify, remove, discontinue, reestablish, operate and otherwise use electronic monitoring devices or programs with no further bargaining obligation to the Union. The Hospital will comply with pertinent notice requirements including notifying the Union leadership of the installation of all electronic monitoring devices or programs. The Hospital commits, to the extent known, to not monitor union activity as that term is used in the National Labor Relations Act. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

## **ARTICLE 57** **CONTRACTING**

57.1 The Hospital has the right to contract outside the Bargaining Unit any and all work performed by Bargaining Unit employees.

57.2 If and when the Hospital is contemplating the permanent contracting of bargaining unit work not customarily and currently contracted out it shall, absent extraordinary circumstances, notify the Union Sixty (60) days prior to the proposed effective date. Upon request by the Union the Hospital will provide information which is relevant to the contracting. Upon request by the Union the Hospital will engage in effects bargaining.

57.3 Any layoffs implemented due to this Article will be governed by Article 23, Reduction in Force, of this Agreement.

57.4 Hospital determinations regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

57.5 Every Six (6) months the Hospital will provide the Union a listing of contracted work relevant to this Article.

## **ARTICLE 58** **HOSPITAL OPERATION**

58.1 The location, means and methods used in or relating to operation of the Hospital are within the sole discretion of the Hospital. The Parties shall meet and bargain regarding the effects of any change listed above in this Section. Bargaining shall commence as soon as the

decision of such change is known by the Hospital. Effects bargaining shall begin Six (6) weeks prior to the implementation of such change when feasible unless the Hospital determines that because of operational or managerial needs said Six (6) week period is not practicable. This effects bargaining will not delay or prevent the implementation of the change.

58.2 Partial or complete closure, relocation, restructuring or reconfiguration of the Hospital is within the sole discretion of the Hospital. The Parties shall meet and bargain regarding the effects of any change listed above in this Section. Bargaining shall commence as soon as the decision of such change is known by the Hospital. Effects bargaining shall begin Six (6) weeks prior to the implementation of such change when feasible unless the Hospital determines that because of operational or managerial needs said Six (6) week period is not practicable. This effects bargaining will not delay or prevent the implementation of the change.

58.3 Hospital determinations regarding this Article are not subject to Article 11, Grievance and Arbitration Procedure, of this Agreement. The Parties recognize this Article will survive the expiration of this Agreement and remain in effect until the Parties enter into a successor Agreement or their collective bargaining relationship ends.

**ARTICLE 59**  
**SEPARABILITY**

Should any provision of this Agreement be judicially determined to be unlawful or unenforceable, all other provisions of the Agreement shall remain enforceable and in full force and effect. The Parties further agree that upon demand they will immediately negotiate in good faith regarding alternative language for any article which may be affected as called for under this Article.

**ARTICLE 60**  
**DURATION**

This Agreement, is effective May 17, 2012, and will remain in full force and effect through May 16, 2015. It will then be automatically renewed for a period of one year thereafter, unless either party shall notify the other in writing, no earlier than One Hundred Twenty (120) days and no later than Ninety (90) days prior to the expiration date above, that it desires to modify or terminate the Agreement.

For the Hospital

For the Union

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The William W. Backus Hospital  
326 Washington St.  
Norwich, CT 06360

AFT Connecticut  
35 Marshall Rd  
Rocky Hill, CT 06067

The Parties to this Collective Bargaining Agreement, The William W. Backus Hospital and AFT Connecticut/Backus Federation of Nurses, explicitly recognize that Hospital enforcement of Article 28, Section 28.6, On Call Status, is limited insofar as applied to the following employees:

Ann Richie Almeida	Claudette Faucher-Charles	Gina Lamothe	Tania Richard
June Anctil	Elizabeth Ferland	Theresa Maglio	Debra Richeimer
Angela Authier	Laurie Ferra	Joann Main	Katie Roberts
Kathleen Bagwell	Kristen Flaxington	Jennifer Malone	Susan Romains
Jennifer Baron	Kara Giroux	Michelle Masse	Jennifer Schneider
Mary-Ann Bouthillier	Karen Grant	Susan Mccarthy	Kendra Shogren
Lori-Jo Brisco	Carolyn Hackbarth	Annemarie Mccarthy	Pamela Sims
Mary Budlong	Pamela Harazim	Christine Mccartney	Christine Stanton
Vicki Bulmer	Michelle Hayes	Laura Michalek	Kelley Thyrring
Jennifer Bulmer	Charlotte Horton	Carma Oakes-Breault	Lisa Valentine
Sandra Carignan	Lori Huckle	Gail Passarello	Stephanie Walsh
Robert Crowther	Elizabeth Hunter	Melissa Rainey	Janet Weeden
Nancy Deady	Melissa Hunter	Tracy Randall	Amy Weidner
Lauren Donovan	Shelly Laibrandt	Crystal Rice	

This limitation is based on the listed employees living, at the time of ratification twenty five (25) or more minutes, according to Google Maps from the Hospital's main campus. These employees only will be Grandfathered as exceptions to Section 28.6 of Article 28. The effectiveness of this Sideletter is limited by the attrition of the named employees. No other employees will be added to this list. Any transfer to another department will result in loss of Grandfathered status.

For the Hospital

For the Union

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_