

# **COLLECTIVE BARGAINING AGREEMENT**

**THE WILLIAM W. BACKUS HOSPITAL**

**AND**

**AFT CONNECTICUT BACKUS  
FEDERATION OF NURSES**

**EFFECTIVE: May 17, 2018 through May 16, 2020**

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THIS AGREEMENT entered into this 17<sup>th</sup> day of May, 2018, 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 and non-budgeted 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 thirty six (36) 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 thirty six (36) hours per week.

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

3.5 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.

3.6 A non-budgeted regular part-time employee is an employee who works at least four hundred sixteen (416) hour in a year. Non-budgeted regular part-time status is determined by the Hospital based on review of the employee’s hours worked in the twelve (12) month period immediately preceding the ratification of this Agreement and again at the annual anniversaries of ratification during the term of this Agreement. The Parties acknowledge that employee status pursuant to this Section may be lost or acquired according to the terms of this Section. Any changes in status will be implemented within one (1) month of the anniversary reviews set out above.

3.7 The term “switch (swap)” refers to an exchange of scheduled hours between employees. Switches are allowed subject to the approval of the Department Manager or designee of both employees. Such approval will not be arbitrarily denied.

3.8 The term “replaced absence” refers to when an employee works in place of a scheduled employee but does not switch as set out in Section 3.8 of this Article. A replaced absence is allowed, subject to the approval of the Department Managers or designees of both employees. Such approval will not be arbitrarily denied.

3.9 Nothing in Sections 3.7 or 3.8 of this Article will impact Article 16 of this Agreement.

3.10 Employees exercising rights under Sections 3.7 or 3.8 of this Article must secure their own substitutes for changes.

3.11 No overtime may be incurred in exercising rights under Sections 3.7 or 3.8 of this Article.

## **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 safe staffing patterns and areas worked in compliance with applicable laws and regulations; 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 of their hire. 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.

6.6 The Hospital will make a reasonable effort to notify the Union within thirty (30) days of the following:

1. The hiring of new bargaining unit employees; and ,
2. The status change of Hospital employees as it may affect their membership in the bargaining unit.

Hospital actions regarding this Section are not subject to Article 11, Grievance and Arbitration Procedure of this Agreement.

6.7 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 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 in accordance with the terms of the dues authorization card, 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 electronic transfer. 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 bi-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.

7.6 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 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.

10.3 All suspensions or disciplines that involve loss of pay shall be defined as eight (8) hour days. If an employee would have worked a shift of longer than eight (8) hours on the day(s) of the suspension, the employee may choose to use PTO to cover the remaining hours over eight (8), or take these remaining hours as unpaid.

## **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 or their representative shall present his/her grievance in writing to the Nurse Manager, 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 Nurse Manager 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 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 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 Director of Human Resources or his or her designee within the time period set out in Step 2 above. The Director of Human Resources and 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 Director of Human Resources, 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 A grievance involving a termination may be initiated at Step 3.

11.4 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.

11.5 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 Procedure, 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 fifteen (15) 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 Director of Human Resources 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 Director of Human Resources or his or her designee a copy of any notice one (1) business day (defined as Monday through Friday, excluding holidays) 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.

13.8 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 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 thirty (30) 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. If the Hospital exercises said right to mandate overtime it shall pay employees at double time rate for all hours worked where the hours are contiguous to the employee's shift. 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 based on Bargaining Unit Seniority, or in the event of a tie, Hospital Seniority shall prevail. 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 on the day in which the low need occurred 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, based on Bargaining Unit Seniority and in the event of a tie, Hospital Seniority shall prevail.

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 a minimum of one (1) hour 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, Bargaining Unit seniority will control selection. In the event of a tie, Hospital Seniority shall prevail.

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, but no longer than six (6) weeks unless the candidate voluntarily agrees otherwise, or unless operational needs require a longer period. 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 based on Bargaining Unit Seniority and in the event of a tie, Hospital Seniority shall prevail, 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 11, 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 required 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 Bargaining Unit Seniority is defined as the length of time an employee has been continuously employed by the Hospital in a bargaining unit position with the Hospital.

22.3 An employee's Hospital, Bargaining Unit, and Department seniority shall commence after the completion of the Hospital, Bargaining Unit, 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.

### 22.4 Accrual of Seniority.

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

### 22.5 Application of Seniority.

- a. Department Seniority shall apply in layoffs, reduction of hours and recall.
- 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 Twelve (12) 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 Exempt 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 \$4.50 as of the first pay period that includes 6/1/18

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. As of the first pay period that includes 6/1/18, employees assigned as Charge Nurse will be paid One Dollar and Seventy Five Cents (\$1.75) 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** **PROFESSIONAL EDUCATION SUPPORT**

30.1 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.

30.2 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.

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

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

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

30.6 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.

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

30.8 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 31** **CAFETERIA**

31.2 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.

31.2 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.

31.3 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.

31.4 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 32** **BEREAVEMENT PAY**

32.1 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.

32.2 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.

32.3 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.

32.4 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.

32.5 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 33** **JURY DUTY PAY**

33.1 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.

33.2 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.

33.3 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.

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

33.5 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 34** **COURT APPEARANCE**

34.1 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.

34.2 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.

34.3 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.

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

## **ARTICLE 35** **WORKERS' COMPENSATION**

35.1 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.

35.2 Employees may elect to use available PTO 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 PTO or vacation time as set out in this Section, and the Hospital's carrier pays the employee, the PTO 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.

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

## **ARTICLE 36** **RESTRICTED DUTY**

36.1 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.

36.2 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.

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

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

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

## **ARTICLE 37** **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 38** **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 39**

### **PREGNANCY LEAVE**

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

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

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

## **ARTICLE 40** **PERSONAL LEAVE**

40.1 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.

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

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

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

40.5 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 41** **INACTIVE STATUS**

41.1 Employees who exceed leave as set out in Articles 35, 37,38, and 47 Workers' Compensation, Family Medical Leave, Short Term Disability Leave, and Military Leave respectively of this Agreement will be considered inactive employees.

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

41.3 Accrued PTO time will be paid out upon entering inactive status.

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

41.5 The total continuous leave of an employee due to Workers' Compensation, Family Medical Leave, Short Term Disability Leave, Military Leave, and/or 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 42** **HOLIDAYS**

42.1 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

42.2 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.

42.3 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.

42.4 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.

42.5 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
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42.6 An exempt 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
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42.7 An exempt 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.

42.8 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.

42.9 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.

42.10 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.

42.11 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 PTO hours in addition to any otherwise covered by Article 43, Paid Time Off, of this Agreement. The number of PTO Hours credited under this Section is set out in Section (12) of this Article.

42.12 Credited PTO hours:

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

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

## **ARTICLE 43** **PAID TIME OFF**

43.1 PTO will be utilized by employees in any case in which the employee would have taken paid sick leave and paid vacation leave prior to the implementation of the new PTO system.

43.2 Pursuant to the conversion from the sick and vacation leave system to the PTO system, all unused, accumulated paid sick leave time was converted to Extended Leave Bank (ELB) leave. These hours will remain frozen. ELB leave will be used concurrently with any approved FMLA leave and to supplement Short Term Disability Insurance to the level of the employee's regular rate of pay for the employee's budgeted position.

43.3 Employees in a budgeted position of Twenty Four (24) or more hours will accrue PTO based on budgeted hours. The amount of PTO time accrued will be based on the following formula reflecting employee tenure. Listed PTO time is for forty (40) budgeted hour positions. Less than Forty (40) but more than Twenty Four (24) hour budgeted positions will be prorated:

Less than 5	Years Service	-	144 Hours
5 – 10	Years Service	-	184 Hours
11 – 20	Years Service	-	208 Hours
21 +	Years Service	-	232 Hours

Paid time off should normally be taken within the calendar year it accrues or employees may choose to carry over a maximum of eighty (80) hours into the next calendar year. If the employee has made a timely attempt pursuant to this Agreement to utilize time, but has been denied, hours in excess of Eighty (80) will be cashed out at the rate of Fifty per cent (50%).

43.4 PTO will be paid on the basis of the employee's base rate of pay for their budgeted position as of the date the PTO is utilized. In order to receive PTO pay the employee must satisfy all applicable requirements for requests, notice times and approval of such leave. Extended PTO for "Vacation" may only be taken after the employee has received approval of his or her Department head. Requests for this time will be handled in accordance with this Agreement/the Parties' Vacation MOU. If an employee is denied his or her initial request he or she must immediately offer an alternative request. If the employee is denied his or her second request he or she will be paid out as set forth in Section 2 of this Article.

43.5 Employees may utilize PTO after concluding the Probationary period set out in this Agreement or in the manner required by the Connecticut Paid Sick Leave Law.

43.6 When an employee is hired or transferred from non-benefitted status, PTO will accrue beginning on the effective date of placement in the budgeted position based on the employee's budgeted hours for the prorate portion of the contract year remaining.

43.7 When an employee changes from benefitted status or resigns, unused, accumulated PTO will be cashed out at One Hundred percent (100%).

43.8 Employees will be permitted to take one discretionary PTO day which will not be counted toward the Hospital's attendance policy.

43.9 In approving Prime Time PTO requests, Bargaining Unit Seniority shall apply and in the event of a tie, Hospital Seniority shall prevail.

## **ARTICLE 44** **RESIGNATION**

44.1 Employees will provide Three (3) weeks' notice, exclusive of approved PTO 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.

44.2 In order to be eligible to receive available but unused PTO 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 45** **WAGES**

45.1.

a) Effective with the first full pay period in May, 2018: employees will be placed into the wage schedule attached hereto as Appendix A based on their graduation year, or will receive a one percent (1.0%) increase, whichever results in a higher rate. Resource Nurses will not receive an increase and will continue at their current rate of pay.

b) Effective with the first full pay period in May 2019: all employees will receive a general wage increase of one percent (1.0%) based on the market adjustment scale in Appendix A, which will thereafter become a step schedule. Employees therefore stay in their current step, but get a one percent (1.0%) general wage increase. Resource Center RN's will also receive the one percent (1.0%) general wage increase.

c) Effective with the first full pay period in December, 2019: employees will be eligible to move one step based on their evaluation. If the employee receives an overall rating of satisfactory or above on his/her evaluation, the employee will move one step. If the employee receives an overall rating that is below satisfactory, the employee will not move a step. Resource Center Nurses will not be placed on the step schedule and will not be eligible for step movement

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

45.3 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.

## **ARTICLE 46** **HEALTH AND WELFARE**

46.1 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.

### **HEALTH INSURANCE**

46.2 Effective January 1, 2019 nurses will be covered under the HHC Model HDHP-HSA Plan. The Hospital will maintain this plan design during the term of this Agreement. The employees will contribute towards the individual or family premium in accordance with this Article. The Hospital will also make available a Health Savings Account (HSA) for all nurses that are enrolled in the HDHP, or a Health Reimbursement Account ("HRA") for nurses who are not eligible for an HSA.

46.3 The Hospital will contribute to the HSA an annual sum equal to 50% of the HDHP deductible based on the enrollment tier selected. The hospital will frontload its share Thirty Three and One Third (33 1/3 %) of the HDHP deductible on behalf of employees who are eligible for the H.S.A on January 1, 2016; the Hospital will contribute its share of the HDHP deductible on behalf of such employees in succeeding years on a quarterly basis. The Hospital will contribute its share of the HDHP deductible on behalf of employees who become eligible for the H.S.A after January 1, 2016 on a quarterly basis effective the first quarter after the employee becomes eligible. Effective January 1, 2020, the Hospital will contribute to the HSA an annual sum of Five Hundred Dollars (\$500) for single coverage, and One Thousand Dollars (\$1,000) for all other coverage levels. Employer contributions for employees joining the plan after January will be prorated based on the number of remaining months in the plan year. For example, an employee that joins the plan July 1<sup>st</sup>, would receive 6/12ths of the employer HSA contributions.

46.4 If for any reason a nurse enrolled in the HDHP is not eligible for an HSA based on IRS regulations, the hospital will offer a Health Reimbursement Arrangement (HRA). The hospital will contribute to the HRA the same amount it contributes to the H.S.A. Employees deemed ineligible for the full tax advantages provided by the H.S.A. plan shall be able to participate in the Hospital's H.R.A. program as described and attached as a Memorandum of Understanding to this Agreement. Unused funds will revert to the Hospital.

46.5 Participating employees will contribute a percentage of the cost of the HDHP plan based on the monthly allocated premium rates established by the hospital while the hospital health plan is self-insured. Under a self-insured arrangement the allocated premium rates will be based on the projected costs of claims, administrative fees and stop loss fees for each plan year. The hospital will share full details of the methodology and underlying costs associated with the development of allocated premium rates. Participating employees will pay monthly allocated premium cost-share rates for the HDHP plan as follows:

<u>Effective</u>	<u>Bud. Position 36–40 Hrs.</u>	<u>Bud. Position 24-35 Hrs.</u>
Plan Year start 1/1/19	<u>20%</u> of Prem.	<u>22%</u> of Prem.
Plan Year start 1/1/20	<u>21%</u> of Prem.	<u>23%</u> of Prem.

Effective January 1, 2019, if an employee has a spouse covered by the Hospital's Health Plan, and such spouse has the option for health insurance coverage through his or her employer but has declined that coverage, the employee shall pay a Working Spouse Surcharge based on the below monthly amounts according to the employee's salary band:

Salary Band	Base Salary	Monthly Working Spouse Surcharge
Band 1	\$0-51,999	\$50.00
Band 2	\$52,000- 75,999	\$60.00
Band 3	\$76,000-105,999	\$75.00
Band 4	\$106,000-179,999	\$85.00
Band 5	\$180,000+	\$100.00
Part-Time (<30 hours)		\$85.00

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

**DENTAL INSURANCE** Effective January 1, 2019, the Hospital will offer a Basic or Preferred Dental Plan under the following conditions.

- a) Employee contributions for the Basic Dental Plan shall be fifty percent (50%) of the premium. An employee may elect the Preferred Dental Plan, and shall pay the full cost of that addition to the Basic Dental Plan.
- b) Premium cost-share amounts will be paid on a bi-weekly basis.

**VOLUNTARY INSURANCE BENEFITS** The Hospital will offer voluntary insurance benefits as they may change from time to time. Eligible employees may participate paying the full applicable premium costs.

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

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

46.8 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.

46.9 Effective for the plan year beginning January 1, 2019, domestic partners shall not be eligible for health benefit coverage with the following exception:

An employee who in plan year 2018 had a domestic partner covered under the Medical Center's health benefit plan may continue coverage of that domestic partner until the employee removes the domestic partner from coverage or the employee discontinues participation in the health benefit plan. Once dropped, the domestic partner coverage may not be reinstated.

## **ARTICLE 47** **SHORT TERM DISABILITY**

47.1 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.

47.2 Benefit eligibility is subject to Plan requirements and determined by the carrier. Employees may continue their health insurance participation during the time they are covered by the Hospital's Short Term Disability insurance.

47.3 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.

47.4 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.

47.5 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 48** **LONG TERM DISABILITY**

48.1. 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.

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

48.3 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.

48.4 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.

48.5 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 49**  
**LIFE INSURANCE AND ACCIDENTAL DEATH AND**  
**DISMEMBERMENT COVERAGE**

49.1 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.

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** **RETIREMENT BENEFIT**

50.1 The Hospital will maintain a Section 401(k) 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. This plan will be implemented effective January 1, 2016 and will include the following provisions:

50.2 All employees shall be eligible to participate in the plan, commencing on date of hire.

50.3 For all employees who work at least one thousand (1,000) hours and who are employed on the last day of a plan year the Hospital shall make a core contribution of Two percent (2%) of base salary for that plan year.

50.4 For each plan year, an employee shall be automatically enrolled in the match program unless the employee has elected to opt out (in full or in part) for that plan year not later than November 1 prior to the start of the plan year. The employee contribution rates for automatic enrollment in the match program shall be as follows:

- a. Three percent (3%) of base salary in the first year of employment;
- b. Four percent (4%) of base salary in the second year of employment;
- c. Five percent (5%) of base salary in the third year of employment;

50.5 The rates at which the Hospital shall match an employee's contributions are as follows:

- a. The first four percent (4%) of base salary contribution by the employee is matched at one hundred percent (100%).
- b. The next two percent (2%) of base salary contribution is matched at fifty percent (50%).
- c. The maximum total contribution by the Hospital including matching will be seven percent (7%) of base salary.
- d. Vesting shall be 100% after two (2) years for employer core and matching contributions.

50.6 Should the Hospital provide a non-elective employer contribution benefit greater than set forth in this Article to employees employed by the Hospital not covered by this agreement anytime during its duration, the Hospital will notify the Union and bargain about application of that benefit to unit employees covered by this agreement.

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

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

## **ARTICLE 51** **HEALTH ASSESSMENT AND DISEASE PREVENTION**

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

51.2 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.

51.3 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 52** **TECHNOLOGICAL CHANGES**

52.1 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.

52.2 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.

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

52.4 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 53** **HOSPITAL RULES AND POLICIES**

53.1 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.

53.2 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.

53.3 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 54** **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 55** **CONTRACTING**

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

55.2 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.

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

55.4 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.

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

## **ARTICLE 56** **HOSPITAL OPERATION**

56.1 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.

56.2 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.

56.3 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 57** **UNIFORMS**

57.1 Employees shall be required to wear a designated uniform color as determined by the Hospital. Failure to wear the designated uniform may result in disciplinary action.

57.2 The Hospital shall provide each employee with budgeted hours of 36 to 40 hours three (3) uniforms, and each employee with budgeted hours of less than 36 hours two (2) uniforms, at time of implementation of the designated uniforms, but employees will have the responsibility of maintaining/replacing their uniforms thereafter.

## **ARTICLE 58** **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 59** **DURATION**

This Agreement, is effective May 17, 2018, and will remain in full force and effect through May 16, 2020. 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

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

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

## **APPENDIX A**

### **WAGE SCHEDULES**

*May 13, 2018 Market Adjustments for current Staff Registered Nurses based on the table below:*

<b>Previous Contract Staff RN Salary Structure Effective June 4, 2017 – May 12, 2018</b>			
<b>Incumbent Graduation Year</b>	<b>Grad Year Group</b>	<b>Grad Year Min</b>	<b>Grad Year Max</b>
2018	2018	\$28.75	\$28.75
2017	2017	\$28.75	\$28.75
2016	2016	\$28.79	\$29.80
2015	2015	\$29.59	\$30.59
2014	2014	\$30.18	\$31.21
2013	2013	\$30.78	\$31.80
2012	2012	\$31.11	\$32.13
2011	2011	\$31.62	\$32.64
2010	2010	\$32.13	\$33.15
2009	2009-2008	\$32.57	\$33.64
2008	2009-2008	\$32.57	\$33.64
2007	2007-2006	\$35.05	\$36.12
2006	2007-2006	\$35.05	\$36.12
2005	2005	\$36.32	\$37.39
2004	2004	\$37.46	\$38.53
2003	2003	\$38.54	\$39.61
2002	2002	\$39.97	\$41.04
2001	2001-2000	\$43.35	\$44.42
2000	2001-2000	\$43.35	\$44.42
1999	1999	\$44.71	\$45.78
1998	1998	\$46.33	\$47.40
1997	1997	\$47.89	\$48.96
1996 - <	1996 - <	\$48.44	\$49.51

<b>Market Adjustment Scale Effective May 13, 2018</b>		
<b>Incumbent Graduation Year</b>	<b>PeopleSoft "STEP"</b>	<b>Step Rate</b>
2018	1	\$29.30
2017	2	\$29.89
2016	3	\$30.83
2015	4	\$31.52
2014	5	\$32.18
2013	6	\$32.83
2012	7	\$33.49
2011	8	\$34.15
2010	9	\$34.80
2009	10	\$35.46
2008	11	\$36.12
2007	12	\$36.77
2006	13	\$37.43
2005	14	\$38.09
2004	15	\$38.67
2003	16	\$39.45
2002	17	\$41.37
2001	18	\$43.78
2000	19	\$44.22
1999	20	\$45.16
1998	21	\$46.79
1997	22	\$48.37
1996 - <	23	\$48.92
Max	24	\$50.00

***Staff RN Step Table & New Hire Placement Guide:***

<b>New Hire Placement Scale &amp; Step Table</b>			
<b>Experience (Years)</b>	<b>PeopleSoft "STEP"</b>	<b>Effective May 13, 2018</b>	<b>Effective May 12, 2019</b>
<1	1	\$29.30	\$29.59
1	2	\$29.89	\$30.19
2	3	\$30.83	\$31.14
3	4	\$31.52	\$31.84
4	5	\$32.18	\$32.50
5	6	\$32.83	\$33.16
6	7	\$33.49	\$33.82
7	8	\$34.15	\$34.49
8	9	\$34.80	\$35.15
9	10	\$35.46	\$35.81
10	11	\$36.12	\$36.48
11	12	\$36.77	\$37.14
12	13	\$37.43	\$37.80
13	14	\$38.09	\$38.47
14	15	\$38.67	\$39.06
15	16	\$39.45	\$39.84
16	17	\$41.37	\$41.78
17	18	\$43.78	\$44.22
18	19	\$44.22	\$44.66
19	20	\$45.16	\$45.61
20	21	\$46.79	\$47.26
21	22	\$48.37	\$48.85
22	23	\$48.92	\$49.41
23+	24	\$50.00	\$50.50
<b>Range Max</b>		<b>\$50.00</b>	<b>\$50.50</b>

**SIDE LETTER REGARDING ENFORCEMENT OF**  
**ARTICLE 28, SECTION 28.6, ON CALL STATUS**

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	June Anctil	Angela Authier	Jennifer Baron
Mary-Ann Jodaitis	Lori-Jo Brisco	Mary Budlong	Vicki Bulmer
Jennifer Bulmer	Sandra Carignan	Robert Crowther	Lauren Donovan
Claudette Faucher-Charles	Elizabeth Ferland	Laurie Ferra	Kristen Flaxington
Kara Giroux	Karen Grant	Michelle Hayes	Charlotte Horton
Lori Huckle	Elizabeth Hunter	Shelly Laibrandt	Theresa Maglio
Joann Main	Jennifer Malone	Michelle Masse	Susan McCarthy
Annemarie McCarthy	Christine McCarthney	Laura Michalek	Gail Passarello
Melissa Rainey	Tracy Randall	Crystal Rice	Tania Richard
Debra Richeimer	Jennifer Schneider	Kendra Shogren	Pamela Sims
Christine Stanton	Kelley Thyrring	Lisa Valentine	Stephanie Walsh
Janet Weeden			

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.

For the Hospital

For the Union

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

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

**MEMORANDUM OF UNDERSTANDING REGARDING**  
**A SAFE AND SECURE WORKPLACE**

The William W. Backus Hospital is committed to provide a continuum of high-quality healthcare that is sensitive to the needs of individuals in eastern Connecticut and to improve the health of its communities. The Hospital recognizes professional nurses and other direct care employees play a key role in satisfying this commitment. The Hospital further recognizes, and is committed to, providing a safe and secure workplace for these care givers. Accordingly:

To this end, the Hospital reaffirms its current policies regarding, and its commitment to prevention of workplace violence;

The Hospital further commits to advancing safety standards and practice as such changes occur and develop in the industry;

The Hospital specifically reaffirms its commitment to the workplace safety committee. It is further understood by the Parties that this committee functions best with effective participation of all of its members;

The Hospital acknowledges that a safe and secure workplace is an element of providing optimal service as a community hospital and maintaining an effective collective bargaining relationship as those terms are used in Article 12, Labor-Management Committee of the Parties' Agreement. Discussion of workplace safety and security is appropriate for inclusion in discussions pursuant to that Article;

The Hospital will continue to provide training, perform required reporting and comply with all applicable laws and regulations. The Hospital will specifically comply with the mandates of the State of Connecticut's Act Concerning Workplace Violence Prevention and Response in Healthcare Settings.

The Union and Hospital recognize and acknowledge these obligations exist as part of management's obligation to effectively manage the Hospital. In addition to any other communications contemplated by this Memorandum, the Hospital, by the Director of Human Resources will entertain any discussion or suggestion from the staff of the Union regarding this subject.

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For the Hospital

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For the Union

**MEMORANDUM OF UNDERSTANDING REGARDING NON-BUDGETED REGULAR  
PART-TIME EMPLOYEES**

The Parties agree that Non-budgeted Regular Part-time employees will not be subject to the following Articles of the Parties' Agreement:

Article 28 On Call Status

Article 31 Professional Education Support

Article 34 Bereavement Pay

Article 35 Jury Duty Pay \*

Article 38 Restrictive Duty Pay

Article 41 Pregnancy Leave \*

Article 46 Vacation Pay

Article 44 Holidays

Article 45 Sick Time \*

Article 49 Health and Welfare

Article 50 Short Term Disability

Article 51 Long Term Disability

Article 52 Life Insurance and A D & D

Article 53 Retirement Benefits \*\*

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For the Hospital

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For the Union

\*To the extend allowed by law

\*\*Subject to Plan Document

**MEMORANDUM OF UNDERSTANDING REGARDING**  
**WAGE RATES OF NAMED FORMER LPNs**

The Parties agree that the Six (6) employees listed herein, all formerly employed by the Hospital as Licensed Practical Nurses will be placed in the Graduation Year Wage Range set out in Section 7 of Article 45, Wages of this Agreement, in which their wage rate as of Ratification of this Agreement falls. These employees will then receive increases as set out in this Agreement:

Vickie Bulmer

Steven Conte

Angela Greene.

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For the Hospital

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For the Union

**MEMORANDUM OF UNDERSTANDING REGARDING**  
**HRA ACCOUNT STRUCTURE**

The Parties agree to the inclusion of a Health Reimbursement Account in the Health and Welfare Article of this Agreement. The terms of the structure of this account is set out below:

- 1) The Hospital's HRA shall be made available to employees that are enrolled in the HDHP if the employee is not eligible for an HSA for any reason based on IRS regulations regarding HSA eligibility linked to the Hospital's HDHP plan at the same Thirty Three and One Third percent (33 1/3 %) funding level;
- 2) The Hospital's HRA plan shall have maximum total out-of-pocket expenses. For 2015, these maximums are Two Thousand Five Hundred Dollars (\$2,500) for single coverage and Six Thousand Dollars (\$6,000) for family coverage.
- 3) The Hospital's HRA plan shall be funded by the hospital in the same way as the HSA plan, to the extent allowed by law. Funds shall be considered "real dollars" in an employee account.
- 4) Unspent HRA funds shall be permitted to rolled over to the next plan year, reducing or eliminating the enrollee's share of the HDHP Plan deductible in subsequent years. There shall be no limit on total accumulations to HRA plan participants
- 5) The Hospital's HRAs will not pay interest to participants has required under the HSA plan.
- 6) Although the amount funded in the Hospital's HRA will be the same the HSA plan, HRAs must be funded solely by the Hospital. Also, employer HRA contributions are not taxable to the employee.
- 7) All accumulated and current year HRA contributions will revert to the Hospital, at the employee's death, termination or retirement.

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For the Hospital

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For the Union

## **MEMORANDUM OF UNDERSTANDING REGARDING HDHP PLAN DESIGN**

The Parties agree to a High Deductible Health Insurance Program (HDHP) in the Health and Welfare Article of this Agreement. A summary of the Plan Design of this Program is set out below:

**Effective January 1, 2019, the following plan design will apply**

**And be maintained during the term of this Agreement:**

## 2018 Consumer Driven Health Plan with Health Savings Account (HSA)

Summary of Aetna Choice® POS II Medical Benefits plan

*Effective January 1, 2018*



**The Consumer Driven Health Plan with HSA combines a high-deductible medical plan with a Health Savings Account (HSA) that you own and control.**  
**Here's how the plan works:**

**1) You have a Health Savings Account**

When you enroll in the Consumer Driven Health Plan, you'll also open a Health Savings Account - an account that you own and that you can use to pay for qualified medical expenses. You also have the option of paying for qualified medical expenses out of your own pocket and letting your account grow for future medical expenses.

2018 Contributions (contributions pro-rated after January)	Individual Coverage	Family Coverage
Employer's annual contribution	\$500	\$1,000
Your annual contribution (limit set by IRS)*	Up to \$2,950	Up to \$5,900
Total annual contributions*	Up to \$3,450	Up to \$6,900

\*Age 55+ catch-up, add \$1,000 to yearly totals

**2) You meet a deductible each year.**

The HSA is offered with a consumer driven health plan, as defined by the IRS. The deductible is a set amount you pay each year out of your own pocket for covered medical expenses before the plan starts to pay benefits. You can use your HSA to help meet the deductible or you can save the money in your account for future medical expenses. If you are enrolled with dependents, you must meet the total family deductible before the medical plan begins to pay benefits.

Note: Preventive care is covered at 100% when you use in-network providers.

**3) You have comprehensive medical coverage.**

Once you meet the annual deductible, the plan pays benefits for a wide range of covered medical expenses, from doctor's office visits to specialty and hospital care, as outlined below.

Benefit Features	Preferred Benefits for Care Received from HHC Preferred Network Providers*	Preferred Benefits for Care Received from Tier 2 Aetna participating Network Providers	Preferred Benefits for Care Received from Out-of-Network Providers
<b>Plan Year Deductible<sup>2</sup></b>	\$1,500 individual \$3,000 family	\$1,500 individual \$3,000 family	\$3,000 individual \$6,000 family
<b>Out-of-Pocket Limit<sup>3</sup> (includes the deductible)</b>	\$3,000 individual \$6,000 family	\$4,000 individual \$8,000 family	\$5,500 individual \$11,000 family
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited
<b>Preauthorization</b>	Provider initiates	Provider initiates	You initiate or pay a \$500 penalty (per occurrence) for failure to preauthorize when required.
<b>Preventive Care</b> With Health Care Reform, all preventive care services are covered at 100%			
<b>Routine physical exam and immunization for adults and children age 7 and above</b> (one exam per plan year)	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Well-child care and immunizations for infants and children from birth to age 7</b> (7 exams in the first 12 months of life; 3 exams in the 13th-24th months of life; 3 exams in the 25th-36th months of life; 1 exam per year thereafter)	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Routine Gynecological Exam</b> (One routine exam per plan year including a Pap test and related lab fees)	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Women's Health</b> Includes Prenatal maternity, screening for gestational diabetes, HPV (Human Papillomavirus), DNA testing, counseling and screening for sexually transmitted infections, counseling and screening for Human Immunodeficiency Virus, screening and counseling for interpersonal and domestic violence, breast feeding support, supplies, and counseling	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Routine Mammogram</b> (one baseline mammography age 35-39, one mammogram per plan year for females age 40 and above)	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Routine Digital Rectal Exam (DRE) and Prostate Antigen Test (PSA) for males 40 and above</b> (one per plan year)	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Colorectal Cancer Screenings</b> (one procedure for members age 40 through 49, one procedure every 5 years beginning age 50)	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Routine Eye Exam</b> (one routine exam every plan year)	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Routine Hearing Exam</b> (one routine exam every plan year)	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Outpatient Lab and X-ray relating to preventive care</b>	100% (deductible waived)	100% (deductible waived)	50% after deductible
<b>Physician Services</b>			
<b>Office visits for treatment of illness or injury</b>	90% after deductible	70% after deductible	50% after deductible
<b>Office visits to specialists</b>	90% after deductible	70% after deductible	50% after deductible
<b>Maternity Care</b>	90% after deductible	70% after deductible	50% after deductible
<b>Allergy Testing</b>	90% after deductible	70% after deductible	50% after deductible
<b>Allergy Injections</b>	90% after deductible	70% after deductible	50% after deductible
<b>Hospital Services</b>			
<b>Inpatient Coverage</b>	90% after deductible	70% after deductible	50% after deductible
<b>Outpatient Coverage</b>	90% after deductible	70% after deductible	50% after deductible
<b>Outpatient Diagnostic X-ray</b> High cost procedures (MRI, PET/CT Scans, etc.)	90% after deductible	70% after deductible	50% after deductible
<b>Outpatient Diagnostic Lab</b>	90% after deductible	70% after deductible	50% after deductible
<b>Emergency Care</b>			
<b>Hospital Emergency Room</b>	85% after deductible	85% after deductible	85% after deductible
<b>Hospital Emergency Room for non-emergency care</b>	No coverage	No coverage	No coverage
<b>Walk-In/Urgent Care Center<sup>4</sup></b> (no coverage for non-urgent care in an Urgent Care Center)	90% after deductible	70% after deductible	50% after deductible
<b>Ambulance</b>	90% after deductible	90% after deductible	90% after deductible

<sup>\*</sup>Please refer to Custom DocFind link for all participating providers. [http://www.aetna.com/docfind/jsp/sfIndex.jsp?site\\_id=hartfordhealthcare&lang=en](http://www.aetna.com/docfind/jsp/sfIndex.jsp?site_id=hartfordhealthcare&lang=en)

<sup>1</sup> Coverage is subject to reasonable and customary charges.

<sup>2</sup> Deductibles, out-of-pocket limits, and benefit maximums are combined for preferred and non-preferred services.

	Preferred Benefits for Care Received from HHC Preferred Network Providers*	Preferred Benefits for Care Received from Tier 2 Aetna participating Network Providers	Preferred Benefits for Care Received from Out-of-Network Providers
<b>Benefit Features</b>			
<b>Skilled Nursing Facility</b> (up to 120 days per plan year)	90% after deductible	70% after deductible	50% after deductible
<b>Home Health Care<sup>2</sup></b> (up to 120 visits per plan year)	90% after deductible	70% after deductible	50% after deductible
<b>Private Duty Nursing<sup>3</sup></b> (up to 70 eight-hour shifts per plan year)	90% after deductible	70% after deductible	50% after deductible
<b>Hospice<sup>3</sup></b>			
Inpatient	90% after deductible	70% after deductible	50% after deductible
Outpatient	90% after deductible	70% after deductible	50% after deductible
<b>Family Planning</b>			
(voluntary sterilization treatment and diagnosis of the underlying cause of infertility. Does not include procedures that induce pregnancy \$10,000 lifetime maximum for treatment of infertility)	Cost based on type and place of service	Cost based on type and place of service	Cost based on type and place of service
<b>Outpatient Rehabilitation<sup>2</sup></b> (60 visits per plan year, includes physical, occupational and speech therapy and chiropractic care)	90% after deductible	70% after deductible	50% after deductible
<b>Durable Medical Equipment</b>	Not applicable	70% after deductible	50% after deductible
<b>Mental Health Care/Substance Abuse Treatment</b>			
Inpatient	90% after deductible	70% after deductible	50% after deductible
Partial Hospital	90% after deductible	70% after deductible	50% after deductible
Outpatient and Intensive Outpatient	90% after deductible	70% after deductible	50% after deductible
<b>Prescription Drug Benefits</b> - The plan pays 100% (no copay) for a select group of preventive care medications taken to treat some conditions such as hypertension, high cholesterol, diabetes, asthma and osteoporosis. For other medications, your copay amounts are as follows:			
<b>Diabetic Supplies</b> Includes lancets, lancing devices, test strips, alcohol swabs and glucose tablets)		100%	Covered in-network only
<b>Oral Contraceptives</b> Please refer to Aetna's approved contraceptive listing		100% when using an in-network pharmacy	Covered in-network only
<b>Retail Pharmacy Program</b> (up to a 30-day supply)			Covered in-network only
<b>Generic Drugs<sup>4</sup></b>	\$15 copay after deductible		Covered in-network only
<b>Formulary Brand-Name Drugs<sup>3,4</sup></b> <small>Aetna reviews formulary on a regular basis and is subject to change.</small>	\$30 copay after deductible		Covered in-network only
<b>Non-Formulary Brand-name Drugs<sup>3,4</sup></b> <small>Aetna reviews formulary on a regular basis and is subject to change.</small>	\$45 copay after deductible		Covered in-network only
<b>Specialty Drugs - Preferred</b> <small>Aetna reviews formulary on a regular basis and is subject to change.</small>	Copay after deductible Copay is 10% of the cost (maximum \$100)		Covered in-network only
<b>Specialty Drugs - Non-Preferred</b> <small>Aetna reviews formulary on a regular basis and is subject to change.</small>	Copay after deductible Copay is 20% of the cost (maximum \$250)		Covered in-network only
<b>Mail-Order Service</b> (also available at CVS retail locations (up to a 90-day supply, deductible does not apply)			
<b>Generic Drugs<sup>4</sup></b>	\$30 copay after deductible		Covered in-network only
<b>Formulary Brand-Name Drugs<sup>4,5</sup></b>	\$60 copay after deductible		Covered in-network only
<b>Non-Formulary Brand-name Drugs<sup>4,5</sup></b>	\$90 copay after deductible		Covered in-network only
<b>Avoid paying too much for your prescriptions</b>			
It's important to try to make a generic or preferred brand-name drug your first choice. This can help you to save money. If you fill a prescription before trying a generic or preferred brand first, your prescription may not be covered and you may need to pay the full cost. Instead, please try an equivalent generic drug or preferred brand-name drug first. <b>This plan uses a mandatory mail order program for maintenance medication. There is a refill limit of two 30 day fills for maintenance medications then the mail order program (or local CVS pharmacy) must be used.</b>			

\*Please refer to the provider listing for all participating providers

<sup>1</sup>Please refer to Aetna's preferred list of preventive medications

<sup>2</sup>Coverage is subject to reasonable and customary charges

<sup>3</sup>Please refer to Aetna's online listing of participating walk-in/urgent care centers available at [www.aetna.com](http://www.aetna.com) under DocFind®

<sup>4</sup>Deductibles, out-of-pocket limits, and benefit maximums are combined for preferred and non-preferred services

<sup>5</sup>A formulary refers to a drug listed in Aetna's Formulary Guide

<sup>6</sup>If you request a brand-name drug when a generic is available, you pay the brand-name copay plus the difference between the brand-name price and the generic price.

Contact Information	Telephone	Website	Address
Aetna	(866) 550-1235	<a href="http://www.aetna.com">www.aetna.com</a>	Aetna Inc. P.O. Box 981109 El Paso, TX 79998-1109

Aetna Life Insurance Company administers the medical plan

This chart displays only a general description of your benefits under the HSA Plan. Should there be a conflict between the benefits shown on the chart and those in the legal plan documents, the terms of the documents will be used to determine coverages and benefits.

## 2018 Consumer Driven Health Plan with Health Reimbursement Arrangement (HRA)

### Summary of Aetna Choice<sup>®</sup> POS II Medical Benefits plan

*Effective January 1, 2018*



**The consumer driven health plan with HRA combines a consumer driven medical plan with a Health Reimbursement Arrangement (HRA).**

**Here's how the plan works:**

**1) You have a Health Reimbursement Arrangement fund.**

The consumer driven health plan with HRA combines a consumer driven medical plan with a fund to help you pay for your out-of-pocket health care expenses. The HRA automatically pays for the full negotiated cost of eligible health expenses and reimburses you provider directly.

Hartford HealthCare makes a contribution to your account:

2018 Contributions	Individual Coverage	Family Coverage
Hartford HealthCare's annual contribution	\$500 (contributions pro-rated after January)	\$1,000

**2) You meet a deductible each year.**

The HRA is offered with a consumer driven health plan. The deductible is a set amount you pay each year out of your own pocket for covered medical expenses before the plan starts to pay benefits. Expenses paid from your HRA are used to reduce your deductible. If you have used up your fund and your deductible is not met, you must pay 100% of your covered medical and prescription drug expense until you meet the deductible. If you are enrolled with dependents, you must meet the total family deductible before the medical plan begins to pay benefits. Prescription drugs are covered at copays once you have met your deductible.

**3) You have comprehensive medical coverage.**

After your funds are exhausted and you meet the annual deductible, the plan pays benefits for a wide range of covered medical expenses, from doctor's office visits to specialty and hospital care, as outlined below.

**Benefit Features**

**Plan Year Deductible<sup>2</sup>**

The deductible applies before the plan pays benefits, unless noted otherwise. The deductible is waived for preventive care services

Preferred Benefits for Care Received from HHC Preferred Network Providers*	Preferred Benefits for Care Received from Tier 2 Actua participating Network Providers	Preferred Benefits for Care Received from Out-of-Network Providers
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\$1,500 individual      \$1,500 individual      \$3,000 individual

\$3,000 family      \$3,000 family      \$6,000 family

**Out-of-Pocket Limit<sup>2</sup> (includes the deductible)**

\$3,000 individual      \$4,000 individual      \$5,500 individual

\$6,000 family      \$8,000 family      \$11,000 family

**Lifetime Maximum**

Unlimited      Unlimited      Unlimited

**Preereferral**

Required for inpatient hospital, treatment facility, skilled nursing facility, home health care, hospice care and private duty nursing care.

Provider initiates      Provider initiates      You initiate or pay a \$500 penalty (per occurrence) for failure to precertify when required.

**Preventive Care With Health Care Reform, all preventive care services are covered at 100%**

**Routine physical exam and immunization for adults and children age 7 and above (one exam per plan year)**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Well-child care and immunizations for infants and children from birth to age 7 (7 exams in the first 12 months of life, 3 exams in the 13th-24th months of life, 3 exams in the 25th-36th months of life, 1 exam per year thereafter)**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Routine Gynecological Exam (One routine exam per plan year including a Pap test and related lab fees)**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Women's Health**      100% (deductible waived)      100% (deductible waived)      50% after deductible

Includes Prenatal maternity, screening for gestational diabetes, HPV (Human Papillomavirus), DNA testing, counseling and screening for sexually transmitted infections, counseling and screening for Human Immunodeficiency Virus, screening and counseling for interpersonal and domestic violence, breast feeding support, supplies, and counseling

**Routine Mammogram (one baseline mammography age 35-39, one mammogram per plan year for females age 40 and above)**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Routine Digital Rectal Exam (DRE) and Prostate Antigen Test (PSA) for males 40 and above (one per plan year)**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Colorectal Cancer Screenings (one procedure for members age 40 through 49; one procedure every 5 years beginning age 50)**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Routine Eye Exam (one routine exam every plan year)**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Routine Hearing Exam (one routine exam every plan year)**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Outpatient Lab and X-ray relating to preventive care**      100% (deductible waived)      100% (deductible waived)      50% after deductible

**Physician Services**

**Office visits for treatment of illness or injury**      90% after deductible      70% after deductible      50% after deductible

**Office visits to specialists**      90% after deductible      70% after deductible      50% after deductible

**Maternity Care**      90% after deductible      70% after deductible      50% after deductible

**Allergy Testing**      90% after deductible      70% after deductible      50% after deductible

**Allergy Injections**      90% after deductible      70% after deductible      50% after deductible

**Hospital Services**

**Inpatient Coverage**      90% after deductible      70% after deductible      50% after deductible

**Outpatient Coverage**      90% after deductible      70% after deductible      50% after deductible

**Outpatient Diagnostic X-ray**      90% after deductible      70% after deductible      50% after deductible

**High cost procedures (MRI, PET/CT Scans, etc.)**      90% after deductible      70% after deductible      50% after deductible

**Outpatient Diagnostic Lab**      90% after deductible      70% after deductible      50% after deductible

**Emergency Care**

**Hospital Emergency Room**      85% after deductible      85% after deductible      85% after deductible

**Hospital Emergency Room for non-emergency care**      No coverage      No coverage      No coverage

**Walk-In/Urgent Care Center<sup>3</sup> (no coverage for non-urgent care in an Urgent Care Center)**      90% after deductible      70% after deductible      50% after deductible

**Ambulance**      90% after deductible      90% after deductible      90% after deductible

<sup>1</sup>Please refer to Custom Docfind link for all participating providers. [http://www.aetna.com/docfind/jsp/rldindex.jsp?site\\_id=hartfordhealthcare&lang=en](http://www.aetna.com/docfind/jsp/rldindex.jsp?site_id=hartfordhealthcare&lang=en)

<sup>2</sup>Coverage is subject to reasonable and customary charges.

<sup>3</sup>Deductibles, out-of-pocket limits, and benefit maximums are combined for preferred and non-preferred services.

	Preferred Benefits for Care Received from HHC Preferred Network Providers*	Preferred Benefits for Care Received from Tier 2 Aetna participating Network Providers	Preferred Benefits for Care Received from Out-of-Network Providers
<b>Benefit Features</b>			
<b>Skilled Nursing Facility</b> (up to 120 days per plan year)	90% after deductible	70% after deductible	50% after deductible
<b>Home Health Care<sup>2</sup></b> (up to 120 visits per plan year)	90% after deductible	70% after deductible	50% after deductible
<b>Private Duty Nursing<sup>3</sup></b> (up to 70 eight-hour shifts per plan year)	90% after deductible	70% after deductible	50% after deductible
<b>Hospice<sup>3</sup></b>			
Inpatient	90% after deductible	70% after deductible	50% after deductible
Outpatient	90% after deductible	70% after deductible	50% after deductible
<b>Family Planning</b>			
(voluntary sterilization treatment and diagnosis of the underlying cause of infertility. Does not include procedures that induce pregnancy. \$10,000 lifetime maximum for treatment of infertility)	Cost based on type and place of service	Cost based on type and place of service	Cost based on type and place of service
<b>Outpatient Rehabilitation<sup>2</sup></b> (60 visits per plan year, includes physical, occupational and speech therapy and chiropractic care)	90% after deductible	70% after deductible	50% after deductible
<b>Durable Medical Equipment</b>	Not applicable	70% after deductible	50% after deductible
<b>Mental Health Care/Substance Abuse Treatment</b>			
Inpatient	90% after deductible	70% after deductible	50% after deductible
Partial Hospital	90% after deductible	70% after deductible	50% after deductible
Outpatient and Intensive Outpatient	90% after deductible	70% after deductible	50% after deductible
<b>Prescription Drug Benefits</b> - The plan pays 100% (no copay) for a select group of preventive care medications taken to treat some conditions such as hypertension, high cholesterol, diabetes, asthma and osteoporosis. For other medications, your copay amounts are as follows:			
<b>Diabetic Supplies</b> Includes lancets, lancing devices, test strips, alcohol swabs and glucose tablets)	100%	Covered in-network only	
<b>Oral Contraceptives</b> Please refer to Aetna's approved contraceptive listing	100% when using an in-network pharmacy	Covered in-network only	
<b>Retail Pharmacy Program</b> (up to a 30-day supply)		Covered in-network only	
<b>Generic Drugs<sup>4</sup></b>	\$15 copay after deductible	Covered in-network only	
<b>Formulary Brand-Name Drugs<sup>3,4</sup></b> Aetna reviews formulary on a regular basis and is subject to change.	\$30 copay after deductible	Covered in-network only	
<b>Non-Formulary Brand-name Drugs<sup>3,4</sup></b> Aetna reviews formulary on a regular basis and is subject to change.	\$45 copay after deductible	Covered in-network only	
<b>Specialty Drugs - Preferred</b> Aetna reviews formulary on a regular basis and is subject to change.	Copay after deductible Copay is 10% of the cost (maximum \$100)	Covered in-network only	
<b>Specialty Drugs - Non-Preferred</b> Aetna reviews formulary on a regular basis and is subject to change.	Copay after deductible Copay is 20% of the cost (maximum \$250)	Covered in-network only	
<b>Mail-Order Service</b> (also available at CVS retail locations (up to a 90-day supply, deductible does not apply)			
<b>Generic Drugs<sup>4</sup></b>	\$30 copay after deductible	Covered in-network only	
<b>Formulary Brand-Name Drugs<sup>4,5</sup></b>	\$60 copay after deductible	Covered in-network only	
<b>Non-Formulary Brand-name Drugs<sup>4,5</sup></b>	\$90 copay after deductible	Covered in-network only	
<b>Avoid paying too much for your prescriptions</b>			
It's important to try to make a generic or preferred brand-name drug your first choice. This can help you to save money. If you fill a prescription before trying a generic or preferred brand first, your prescription may not be covered and you may need to pay the full cost. Instead, please try an equivalent generic drug or preferred brand-name drug first. <b>This plan uses a mandatory mail order program for maintenance medication. There is a refill limit of two 30 day fills for maintenance medications then the mail order program (or local CVS pharmacy) must be used.</b>			

\*Please refer to the provider listing for all participating providers

<sup>1</sup>Please refer to Aetna's preferred list of preventive medications

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<sup>3</sup>please refer to Aetna's online listing of participating walk-in/urgent care centers available at [www.aetna.com](http://www.aetna.com) under DocFind®

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<sup>5</sup>A formulary refers to a drug listed in Aetna's Formulary Guide

<sup>6</sup>If you request a brand-name drug when a generic is available, you pay the brand-name copay plus the difference between the brand-name price and the generic price.

Contact Information	Telephone	Website	Address
Aetna	(800) 550-1235	<a href="http://www.aetna.com">www.aetna.com</a>	Aetna Inc. P.O. Box 981109 El Paso, TX 79998-1109

Aetna Life Insurance Company administers the medical plan

This chart displays only a general description of your benefits under the HSA Plan. Should there be a conflict between the benefits shown on the chart and those in the legal plan documents, the terms of the documents will be used to determine coverages and benefits.

For the Hospital

For the Union