

**AGREEMENT**  
**BETWEEN**  
**NEW MILFORD HOSPITAL**  
**AND**  
**NEW MILFORD HOSPITAL FEDERATION OF REGISTERED NURSES**  
**FEDERATION OF NURSES AND HEALTH PROFESSIONALS**  
**AFT-CT, AFT, AFL-CIO**

**JANUARY 1, 2006 – DECEMBER 31, 2008**

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## PREAMBLE

1. This Agreement is made and entered into this 11<sup>th</sup> day of MAY, 2006, by and between New Milford Hospital located in New Milford, Connecticut, hereinafter referred to as the Hospital and the New Milford Hospital Federation of Registered Nurses, AFT-Connecticut, AFT-Healthcare, American Federation of Teachers (AFT), AFL-CIO, hereinafter referred to as the Union.
2. It is the intent and purpose of this Agreement to establish fair and equitable terms and conditions of employment for the Registered Nurses covered by this Agreement and an orderly system of mutually respectful and cooperative employer-employee relations, to provide for the adjustment of grievances, to assure the continuous and harmonious operation of the Hospital, to provide the community with the highest quality nursing care, and to promote and improve the mutual interests of the patients, the Registered Nurses, and the Hospital.
3. Furthermore, New Milford Hospital has adopted Core Values which the parties agree to respect. The statement of Core Values, which was adopted and may be changed by a process which was established by the Hospital's Quality Steering Council and which includes nurses, currently is:

The New Milford Hospital family of employees, volunteers, and physicians is dedicated to a set of core values regarding how we treat our patients, visitors, and each other on a daily basis.

- we will always treat everyone with respect
- we will always provide compassionate care
- we will always maintain professional excellence
- we will always respect individual dignity
- we will always work as a team

We set high standards for our work and believe in accountability for our actions. We believe that by continuous review, improvement and follow through, we will achieve these core values and an outstanding reputation in the community we serve.

## **ARTICLE 1 RECOGNITION**

1. The Hospital recognizes the Union as the exclusive representative for the purposes of collective bargaining for all full-time Registered Nurses, regular part-time Registered Nurses, Float Registered Nurses and Per Diem Registered Nurses employed by the Hospital, but excluding confidential employees, all Nurse Managers, Nurse Epidemiologist/Employee Health Coordinator, In-service Educators, MIS Coordinator, all technical employees, all skilled maintenance employees, all non-professional employees, all business office employees, all guards, and all other professional employees and supervisors as defined by the National Labor Relations Act, as set forth in the certification of representation issued by the National Labor Relations Board in Case No. 34-RC-1188.
2. The Employer will notify the Union upon creation of any new or significantly modified non-managerial Registered Nurse position and the Hospital will meet to negotiate the new wages, benefits, and working conditions for the new or significantly modified position.

## **ARTICLE 2 DEFINITIONS**

### **A. Classifications**

Registered Nurse positions covered by this Agreement include all Staff Registered Nurses who are licensed by the Connecticut Board of Nursing or who are graduate nurses awaiting the first board exam or the results of that exam. A Registered Nurse and/or Graduate Nurse shall be classified as either (a) full-time, (b) regular part-time, (c) per diem, (d) float, (e) temporary.

### **B. Full-Time Registered Nurse**

Full-time Registered Nurses are nurses regularly scheduled to work thirty-five (35) or more hours per week.

### **C. Regular Part-Time Registered Nurse**

Regular part-time Registered Nurses are nurses who are regularly scheduled to work at least four (4) hours but less than thirty-five (35) hours per week.

**D. Per Diem Registered Nurse**

1. Per Diem Nurses are nurses who are available to work an average of four (4) or more hours per week.
2. Where applicable, Per Diem Nurses are required to be available not less than one (1) shift per week, one (1) weekend per schedule, one (1) major and one (1) minor holiday per calendar year on a fair and equitable basis. In departments where no holiday work is scheduled, this obligation shall apply to the day before or after the holiday.
3. Per Diem Nurses will submit a schedule of availability three (3) weeks prior to the posting of each new work schedule.
4. Availability for the next posted schedule must be submitted in writing as prescribed by the Nurse Manager.
5. Staffing schedules shall be posted at least two (2) weeks in advance of the four (4) week period for which it applies.
6. The routine pre-scheduling of Per Diem Nurses shall be used only after part-time staff nurses (including float nurses) have taken any available shifts. Part-time RNs may bump Per Diem RNs from the schedule one (1) week after the schedule has been posted as long as the bumping does not create overtime and fills the entire scheduled shift.
7. Per Diem Registered Nurses shall be removed from the Hospital payroll if they are unavailable for a three-month (3) period of time, except in the case where the Per Diem is on an approved LOA or where there is a seasonal working arrangement that has been approved by the Hospital in writing.
8. Exceptions to this policy will be approved in writing, by mutual agreement, to the nurse manager with a copy to the Vice President of Patient Care Services and the Union President.

**E. Float Registered Nurses**

Float Registered Nurses are those who have control hours but have agreed upon accepting this status of employment that, when census dictates, they shall be canceled after Per Diem Registered Nurses. Float Registered Nurses shall receive benefits commensurate with their control hours as defined elsewhere in this agreement.

**F. Temporary Registered Nurses**

Temporary Registered Nurses are those hired to work for a special project of limited duration or for a specified period of time not to exceed six (6) months. Temporary Registered Nurses will not be hired to displace or replace regular positions or to avoid filling vacancies. Temporary Registered Nurses do not accumulate seniority; however, whenever a temporary Registered Nurse is hired into a regular position, time spent as a temporary Registered Nurse will be credited toward probation if the time was in the same unit. The parties may extend the six (6) month limit by mutual agreement.

**G. Other**

1. The term "she" or "her" as used in this agreement shall be defined to include "he," "him," or "his" as appropriate.
2. "Base rate" shall mean the rate listed in Article 16 which does not include differentials or premiums.
3. "Normal or regular hourly rate" shall refer to a Registered Nurse's hourly rate including all applicable differentials or premiums to which she is normally entitled.
4. Whenever "days" is used it shall refer to calendar days.

**ARTICLE 3**

**ETHICAL PRACTICE AND PROFESSIONAL ROLE OF THE NURSE**

**A. Ethical Practice**

The standards for professional practice of Registered Nurses governed by law are recognized by both parties. Registered Nurses will perform in a manner consistent with Licensure, the standards of their profession and The Nurse Practice Act of Connecticut.

**B. Role of the Registered Nurse**

1. The Hospital and the Registered Nurse recognize that the focus of the nursing team is the patient. The Hospital and the Registered Nurse, as a member of the health team, recognize and appreciate the contribution of all members in working toward the common goal of quality patient care. The Hospital and the Registered



Nurse will strive for interdepartmental collaboration and accountability in providing quality patient care.

2. The parties recognize that the Registered Nurse is responsible for the direct and indirect total nursing care of patients.

3. The parties recognize the importance of providing patients with safe nursing care.

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

- a. Endeavor to reduce the severity of illness, speed the process of recovery, and lower the incidence of re-admission through teaching.
- b. Observe the patient, interpret and translate information into concrete action.
- c. Evaluate the results of therapy by patients' responses, setting priorities for care.
- d. Prepare, administer and supervise a patient care plan including discharge planning for each patient she is responsible for.
- e. Perform and/or supervise therapeutic measures prescribed and delegated by medical authority.
- f. Interpret to the patient that she is the most important resource in promoting successful therapy and rehabilitation.
- g. Exercise clinical judgment which leads to and emanates from gathering and interpreting comprehensive and detailed information required to identify both present and future help needed and to evaluate the effectiveness of service provided.
- h. Assume charge responsibility (when clinically qualified to do so as mutually agreed upon the Hospital and the Registered Nurse), in the nurse's own unit or a unit similar to the one she is normally assigned to.

5. Registered Nurses must realize that their education is not finished following a formal program of study and shall participate in the Hospital's Staff

Development Program as part of their professional growth and development and otherwise to maintain a level of professional competence and knowledge consistent with advancing nursing technology.

**C. Professional Performance Committee**

1. A Professional Performance Committee shall be established one-half (1/2) of whose members shall be Registered Nurses selected by the Union and one-half (1/2) of whose members shall be Nursing Administration. The total Committee shall consist of ten (10) members, and its size may thereafter be increased or decreased by mutual agreement. The Committee shall study, evaluate and review issues related to professional nursing practice, acting in an advisory capacity and making recommendations on nursing care, nursing education, equipment and products, policies and procedures, and possible methods for reducing nursing costs.

2. Both parties agree that representatives of the Professional Performance Committee will be representatives of the different shifts and units in the Hospital if possible.

3. The Committee shall meet a minimum of nine (9) times annually, or more frequently as needed, and be co-chaired by a bargaining unit Registered Nurse and a Nursing Management Registered Nurse and shall be open to all Registered Nurses or members of Nursing Administration who want to attend.

4. Recommendations developed by the Professional Performance Committee shall be made in writing to the Operational Department Head of the area affected. The Operational Department Head shall respond in writing to those recommendations within two (2) weeks.

5. Should a recommendation made by the Committee not be accepted by the Operational Department Head, a majority vote of members of the Committee shall cause the issue to be presented to an Administrative Sub-Committee consisting of the co-chairs of the Professional Performance Committee, the Vice President, Human Resources, and the Divisional Vice President from the affected area. A written response shall be made by the Administrative Committee to the Professional Performance Committee within two (2) weeks after the recommendation has been presented.

6. The Unit member of this Committee shall be paid their base rate for attending such meetings, to a maximum of two (2) hours.

**D. Total Quality Management**

1. New Milford Hospital has developed a program of Total Quality Management (TQM). Toward that end, a Quality Steering Council has been established to develop and communicate an awareness and commitment of total quality management and to accept responsibility for its implementation within New Milford Hospital. Total quality management refers to a management philosophy, culture, and values for fostering an organization that meets and exceeds the needs and requirements of its customers. The customers as we define it are anyone who receives our goods and services.

2. The Union agrees to constructively participate in the aforementioned process. At least two staff Registered Nurses, appointed by the Union, shall be members of the Quality Steering Council. At least one Staff Registered Nurse, appointed by the Union, shall serve on any "team" or subcommittee of the Quality Steering Council.

3. TQM shall not be used in any manner so as to circumvent the function of the Union.

4. Any program, policy, or similar outcome of the TQM process which conflicts with this collective bargaining agreement may not be implemented without the agreement of the Union. Moreover, the Union's agreement to participate in this process in no way compromises its bargaining rights.

**E. Committee Meetings**

A Registered Nurse who occupies a designated position on a committee created either by the Hospital or by contract shall be paid at the nurse's base hourly rate plus applicable differentials and premiums if she attends such a committee meeting outside normal working hours. If she is working, every reasonable effort will be made to release her unless it would compromise patient care.

**ARTICLE 4  
UNION SECURITY**

**A. Union Dues/Agency Fees**

1. All Registered Nurses in the bargaining unit shall, as a condition of employment, become members of the Union or pay to the Union an Agency fee no greater than the dues requires of members. Payment of said dues or fees shall commence upon completion of the Registered Nurse's first thirty (30) calendar days of employment.

2. Upon written notice from the Union to the Hospital that a Registered Nurse has failed to fulfill this obligation, the Hospital shall terminate said Registered Nurse within fourteen (14) days of the Union's notice. The Union will indemnify and hold harmless the Hospital for any action taken by the Hospital in accordance with Article.

**B. Check-off**

1. A Registered Nurse, upon completing the first thirty (30) calendar days of employment, may execute a written authorization, for payroll deduction of dues/fees. Upon receipt of such an authorization from an employee the Hospital shall, pursuant to such authorization, deduct the dues or fees fixed by the Union from the wages due each week.

2. The Hospital shall be relieved from making such "check-off" deductions upon: (a) termination of employment, (b) transfer to a position or classification other than one covered by the Union, (c) layoff from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization.

3. Notwithstanding the foregoing, upon return of a Registered Nurse to work from any of the above mentioned absences, the Hospital will immediately resume the obligation of making such deductions, except that deductions for terminated Registered Nurses shall require a new dues authorization card.

4. By the tenth day of each month, the Hospital shall remit to the Union all deductions for dues made from the wages of Registered Nurses for the preceding month, together with a list of all Registered Nurses from whose pay dues have been deducted.

**C. Information**

The Hospital will provide the Union on a monthly basis with a copy of Personnel Action Forms (PAFS) of all new hires, promotions, demotions, terminations for any non probationary Registered Nurse, transfers, changes in control hours, and changes of address of Registered Nurses covered by this Agreement. The information on the PAF for new hires will include the Registered Nurse's name, address, telephone number, social security number, and work location. The Hospital shall also provide to the Union a copy of all new outside applications and/or resumes for employment in the bargaining unit.

**D. Union Business**

The Hospital shall grant unpaid release time totaling eighty (80) hours per calendar year in the aggregate to bargaining unit representatives designated by the Union. Release time shall be utilized in a manner that is least disruptive to the Registered Nurse's professional responsibilities and the Hospital's operation. The Union President shall submit a written application for release time to the Vice President of Human Resources (with a copy to the appropriate supervisor) as far in advance as possible. But in any event not less than ten (10) calendar days prior to the day of release, except in case of emergencies beyond the Union's control. Such applications shall be processed on the same basis as requests for short term PTO (personal days).

**ARTICLE 5  
UNION AFFAIRS**

1. There shall be an informal monthly meeting between the Union President and the Vice President of Patient Care Services to discuss any matters related to the application of this collective bargaining agreement.
2. An authorized representative of the Union shall have admission to the Hospital's public access areas such as the cafeteria, main lobby, Human Resources Department, etc., for the purpose of administering this Agreement or investigating a grievance. The Union Representative shall advise the Vice President of Human Resources or his designee before and at the time of entering the Hospital. Such visitation rights shall be limited to Registered Nurses and, without limiting the foregoing, shall not extend to other employees, departments, or impede or interfere with normal Hospital operations. If the Union Representative wishes to use a meeting room, such arrangements shall be made with the Department of Human Resources in advance. The Hospital will provide space if available. The visits shall be scheduled so that any discussions between a representative of the Union and Registered Nurses shall take place in non-patient areas of the Hospital and during the Registered Nurses' non-work time.
3. The Union will notify the Hospital in writing of its local unit representatives who are authorized to deal with the Hospital about employment conditions and the adjustment of any problems arising under this Agreement.
4. The President of the Union or her designee shall be excused from her regular duties, if reasonably possible, for a period not to exceed 15 minutes, to attend the regular orientation program for new nurses hired by the Hospital to briefly introduce new nurses to the Union and the AFT Connecticut.
5. The Hospital will maintain a mailbox for the President of the Union in the office of the Vice President of Patient Care Services. The Hospital will endeavor to provide

the President of the Union with a copy of all memos that affect the wages, hours, or working conditions of the Registered Nurses at the same time as or as soon as practicable prior to issuing said memo to the Registered Nurses.

6. The Hospital shall provide bulletin board space on each nursing unit for the exclusive use of the Union in posting of notices. These bulletin boards shall be clearly identified as the Union's spaces and the signature or facsimile signature of a duly authorized union representative will be affixed to every notice posted in these spaces, a copy of which will be delivered to the Vice President of Human Resources at the time of the posting. Notices about meetings, legislative matters relating to nursing practices, or Educational Programs including seminars may be posted in designated areas without prior approval by the Vice President of Human Resources or his designee. All other notices are subject to approval prior to posting.

7. In the event a Registered Nurse did not work her normal regularly scheduled hours due to the fact that she spent time in negotiations, the Hospital agrees to apply the Registered Nurse's normal vacation, holiday and sick time for the week in question.

8. The Hospital will make a reasonable effort to permit a Registered Nurse time off without pay to attend a seminar or activity sponsored by the Union, provided there is no interference with normal Hospital operations. The Registered Nurse shall make her request (in writing) for such time off well in advance of said seminar or activity. The Hospital will respond (in writing) to said request within seven (7) days after receipt.

## **ARTICLE 6 GRIEVANCE AND ARBITRATION**

### **A. Scope**

A grievance shall be defined as any dispute, controversy, or claim which may arise out of or relate to the application, breach or interpretation of any of the provisions of this agreement and shall be processed in the manner described below. Prior to the filing of a written grievance, the aggrieved Registered Nurse is encouraged to discuss the matter with her immediate supervisor in an effort to resolve the matter informally.

### **B. Step One**

Within twenty-one (21) calendar days after the alleged violation or cause of the grievance has become known or should have been known to the party involved, a grievance shall be presented in writing by the nurse and/or a union steward to her immediate supervisor. The written grievance shall be on a standard grievance form agreed upon by the parties and shall state the nature of the grievance and designate the

provision of this Agreement whose interpretation, application or breach are asserted to be involved. No grievance shall be dismissed simply due to the fact that a Registered Nurse failed to cite the appropriate section(s) of this Agreement. The grievance shall be signed by the grievant(s) and/or the union steward. The immediate supervisor and Hospital representative, if requested, shall meet with the aggrieved Registered Nurse and/or a union steward, if requested, within seven (7) calendar days after receipt of the grievance, and shall give her answer to the Registered Nurse in writing within seven (7) calendar days following the meeting.

**C. Step Two**

If no satisfactory settlement is reached in Step One, the grievance may, within seven (7) calendar days of the answer of the supervisor in Step One, be appealed to the employee's divisional vice president or designee. The employee's divisional vice president or designee shall investigate the grievance and render a written decision within fourteen (14) calendar days after its presentation at this Step.

**D. Step Three**

If no satisfactory settlement is reached in Step Two, the grievance may, within fourteen (14) calendar days of the answer of the employee's divisional vice president or designee in Step Two, be presented in writing to the Hospital's CEO or designee. Within fourteen (14) calendar days after receipt of the grievance, the CEO or designee and a Hospital representative shall meet with the aggrieved nurse(s) and the union steward or such other member of the bargaining unit as the steward may designate, to review the matter. A written decision shall be given by the CEO or designee within fourteen (14) calendar days after the final meeting at this Step.

**E. Step Four**

1. If no satisfactory settlement is reached, then within twenty-one (21) calendar days after the written decision at Step Three, the Union may file a demand for arbitration in accordance with the procedures of the American Arbitration Association or mutually agreed alternative.

2. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association or mutually agreed alternative. No more than one (1) grievance shall be submitted to a single arbitrator at one time unless mutually agreed in writing.

3. The parties agree that the only remedy for breach of this Agreement, unless specifically provided elsewhere, is through the instant grievance and arbitration provisions, and that the decision of the arbitrator is final and binding on all parties. The expense of the arbitration shall be borne equally by the Hospital and the Union.

Each party shall be fully responsible for all other expenses incurred for such arbitration.

4. The powers of the arbitrator are limited as follows:
  - a. The arbitrator shall have no power to add to, delete from, or modify any of the terms of this Agreement.
  - b. All claims for back wages shall be limited to the amounts of wages the nurse would otherwise have earned less any unemployment compensation. The net effect is that the nurse shall be made whole by the Hospital.

**F. General**

1. All grievances must be initiated in writing within twenty-eight (28) calendar days after the alleged violation or cause of the grievance has become known or should have been known to the party involved. If a grievance is not initiated, processed or answered within the time periods set forth in this Article, it shall be deemed settled in a satisfactory manner and closed. Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

2. The parties may by mutual consent (in writing) extend any of the time periods provided for in this Article. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretation of any of the provisions of this Agreement.

3. As is current practice, Registered Nurses and union stewards shall be permitted to process grievances during work time (8:00 a.m. - 4:30 p.m.) provided there is no undue interference with Hospital operations or patient care.

4. A grievance of general application or involving termination may begin at Step 2.

5. When a designee is utilized by the Hospital, it shall not be the same individual who represented the Hospital at a previous step of the grievance procedure.

**ARTICLE 7  
DISCIPLINE AND DISCHARGE**

1. Discipline and discharge shall be for just cause only.



2. The parties recognize the Registered Nurse's right to request union representation during a meeting which may lead to discipline and, if requested, the Hospital shall grant it.
3. Normally, disciplinary steps shall proceed from oral warning to written warning to suspension to discharge. In appropriate circumstances, written warning, suspension or discharge may be imposed in the first instance.
4. The Hospital will notify the Union (by certified mail) as soon as practicable of any suspension or discharge of a Registered Nurse who has completed her probationary period.

## **ARTICLE 8 STAFFING**

1. The parties recognize the importance of providing the patients with adequate and safe nursing care and will cooperate in providing such care. Adequate and safe nursing care means that an adequate number of nursing staff, with a suitable mix of skill levels, is available at all times.
2. An analysis of staffing prepared by the Hospital shall be a standing agenda item of the Professional Performance Committee, the provisions of which are outlined in Article Three (Ethical Practice & Role of the Nurse) of this Agreement. The Hospital shall provide a monthly staffing summary, monthly unit schedules, daily staffing sheets, and other appropriate data as needed to ensure a complete discussion. Staffing discussions at the Professional Performance Committee shall include retrospective analysis as well as recommendations regarding how to provide efficient and effective staffing patterns in the future.
3. In instances in which the Professional Performance Committee agrees that there has been a serious discrepancy between normal staffing patterns and the actual staffing (either over or under staffed), it will investigate the particular circumstances and develop recommendations to prevent a similar problem in the future.
4. As patterns for staffing evolve, a bargaining unit Registered Nurse from the Professional Performance Committee, designated by the Union, shall participate in whatever group, committee, or task force is responsible for developing new staffing patterns.

## **ARTICLE 9 HOURS OF WORK**

### **A.     Hours**

1.     A normal workday shall consist of eight (8) consecutive hours. The current basic shifts are as follows:

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

2.     The parties recognize that the work week, work day, and weekend may commence and/or terminate prior to or later than the times specified above, and that the scheduled number of hours worked in a day and/or week may vary from the current basic shifts above. Any change in current shift format for any department may be initiated by either party and any change must be by mutual agreement.

3.     The normal workweek consists of seven (7) consecutive days beginning on Sunday at 7:00 a.m.

### **B.     Rest Period**

A Registered Nurse who works four (4) consecutive hours during a work day shall receive, at a time scheduled by the Hospital (work load permitting), a paid fifteen- (15-) minute rest period (coffee break).

### **C.     Meal Period**

For each shift that a Registered Nurse works for six (6) hours or more, she shall receive an unpaid half-hour meal period. Should a Registered Nurse feel that the work load is too heavy to take her meal period, she shall, whenever possible, seek approval from her supervisor to work through the meal period and be paid for the half-hour. If it is not possible for the Registered Nurse to receive approval from her supervisor in advance of the meal period, she shall notify her supervisor of that fact before the end of her shift.

### **D.     Staffing Schedules**

1.     Staffing schedules shall be posted at least two (2) weeks in advance of the four (4) week period for which it applies, and shall include appropriate designations, which shall include, but not be limited to "E" (extra), "Ch" (Charge), and

"C" (Call), or in the Operating Room, "1" or "2." Shift cancellation may only be done in accordance with the provisions in Article 11 of this Agreement.

2. Schedules will be posted on Hospital bulletin boards in the unit/department for which they apply.

3. The Hospital will make every reasonable effort to grant a Registered Nurse's request for time off. Registered Nurses must submit a written request for time off or special scheduling requests in writing as prescribed by the Nurse Manager not later than noon on the Tuesday prior to the date the schedule is posted. Requests for time off will normally be reflected in the four- (4-) week schedule and shall be allocated on an equitable basis, and shall not be unreasonably denied. Personal leave days shall be granted on an emergency basis by the immediate supervisor and shall not be unreasonably denied.

4. Registered Nurses shall be allowed to switch shifts among themselves or find their own replacements as long as the replacement 1) is qualified to do the work (as determined by the Hospital), 2) does not create overtime (unless approved by the Hospital), 3) fills the entire scheduled shift, and 4) the Hospital is advised in advance of the date of the change. Once such a change is made, the Registered Nurse who has agreed to switch shifts is responsible for the newly agreed upon schedule.

5. If in an emergency and for good cause shown by the Hospital, the Hospital finds it necessary to change posted time, the Registered Nurse involved shall be promptly called and the nurse's commitments taken into consideration. Good cause shall include every reasonable effort being made by the Hospital to resolve the problem without changing the schedule.

6. Registered Nurses shall continue to have the right to permanently drop one or more full shifts, provided no shift for which the Registered Nurse has bid within the preceding twelve (12) months may be dropped without the agreement of both the Hospital and the Union. The Registered Nurse may be required to wait a reasonable amount of time, not to exceed thirty (30) days, until a replacement is found. If, however, any Registered Nurse drops a shift(s) she shall be considered to have no seniority for a period of one year from the date the shift was dropped for the purpose of bidding for additional control shift(s). If the Registered Nurse applies for a transfer to a different shift or unit, Article 10 shall apply including her seniority.

7. In units or departments and shifts where schedules are currently being prepared by staff Registered Nurses, the practice shall continue unless mutually agreed to otherwise. Where schedules are not currently done by staff Registered Nurses, it can be done by them with the mutual agreement of the Hospital. In both instances, the schedules prepared by Registered Nurses are subject to the approval of the Hospital before posting.

8. As is currently practiced, when schedules are prepared by staff Registered Nurses, a designated Registered Nurse will be allowed to prepare the schedules on work time, though this may not be construed to guarantee her the right to do the schedules.

9. A Registered Nurse who is not scheduled to work and reports to work when called (other than when on "Call" status) will receive a minimum of four (4) hours pay regardless of how many hours she works.

**E. Weekend Scheduling**

1. The definition of a weekend for the day and evening shifts shall be the forty-eight- (48) hour period commencing at the start of night shift on Friday and ending at the completion of the evening shift on Sunday. Subject to the staffing needs of the Hospital, Registered Nurses on the night shift shall be allowed to continue the practice of selecting the definition of a weekend (for scheduling purposes only) as a consecutive Friday/Saturday or Saturday/Sunday beginning with the Friday shift and ending with the Monday day shift.

2. Weekend work, where required, will be distributed on a fair and equitable basis, taking into consideration the needs of the unit and the registered nurse. A Registered Nurse will not be required to work more than twenty-six (26) weekends each calendar year, except in an emergency. If a Registered Nurse wishes to work more than twenty-six (26) weekends each calendar year, however, she may do so. The Hospital will make a reasonable effort to provide every other weekend off, to schedule vacations to begin at the end of the work day on Friday and end on Sunday, and to provide the weekend off at the beginning of the vacation and the weekend off at the end of the vacation. Registered Nurses may be required to work successive weekends so as to make the above scheduling practicable. Registered Nurses who work in units or departments that are not open on weekends shall not be required to work weekends in any other unit or department.

**F. Call**

1. The Hospital may establish a voluntary, unrestricted on-call system. In this regard, it will develop a voluntary, unrestricted call list wherein Registered Nurses may indicate their willingness to volunteer. When the Hospital invokes such call, nurses shall be called-in to work from the list in the order of designation described below. Assignments for work shall be made in a fair and equitable manner. This system shall be reviewed quarterly by the PPC.

2. Voluntary, unrestricted on-call may be initiated when the Nurse Manager has a critical or potential need to flex-up or flex-down nursing staff. In the flex-down

situation, if the Registered Nurse elects voluntary, unrestricted call, she shall be credited for her normal vacation, holiday and sick time accrual while on such call.

3. Voluntary, unrestricted on-call may be offered first, to any qualified Registered Nurse who volunteers to take call in lieu of her normal control hours (flex-down); and second, to any qualified Registered Nurse who volunteers for an extra shift of on-call (flex-up), to be offered in the following order:

- (a) to a PRN Registered Nurse,
- (b) to a Control, Float Registered Nurse,
- (c) to a Control Hour, Part-Time Registered Nurse, and
- (d) to a Full-Time Registered Nurse.

The clinical area(s) that require call coverage by the Registered Nurse on voluntary, unrestricted on-call will be identified by the Nurse Manager.

4. Voluntary, restricted pre-scheduled call shall continue in OB and Pediatrics. Traditional mandatory on-call (either restricted or unrestricted) shall continue as it currently exists in the OR, PACU, Endoscopy.

5. A Registered Nurse is only obligated to work in the clinical areas for which she is on-call. For purposes of this provision, 3 East and Pediatrics are the clinical areas for which a pediatric nurse is on call.

## **ARTICLE 10 POSTING AND VACANCIES**

1. Notice of all bargaining unit vacancies, new bargaining unit positions, and additional bargaining unit control hours that the Hospital intends to fill shall be posted by the Hospital in the same place where work schedules are posted in each work unit. The notice will be posted for fourteen (14) calendar days and it will include a brief description and requirements for the position. The date and time of the end of the posting period shall be marked on the notice. If the Hospital determines there are no qualified applicants, the Hospital shall re-post the vacant position and recommence the fourteen (14) calendar day posting period.

2. Nurses desiring to apply for a vacant position which is posted may do so by submitting an "Application for Promotion or Transfer" form to the Human Resources Department within the posting period. A Registered Nurse who is on vacation (two weeks or longer) may register her desire for a particular position (should it become

available during her vacation period) with the Human Resources Department. This notice shall become void upon the Registered Nurse's return to work.

3. The Hospital shall have four weeks from the close of the posting period to render its decision on selecting a candidate to fill the vacant position. The Hospital shall also have the unilateral right to a four-week extension of time to make this decision.
4. For good cause, the Hospital will be allowed one additional extension for a specific time period of not more than twenty-eight (28) days. Good cause shall include every reasonable effort being made by the Hospital to fill the vacant position during the above-mentioned time periods in the preceding paragraph.
5. When the position is filled, it shall be filled on the basis of ability, experience, educational background, and management perceptions. In selecting among nurses who apply for and meet the qualifications for a vacant position, the position shall be granted to the qualified applicant with the most Control Hour seniority, unless there is an appreciable difference in the ability, experience, educational background, and management perceptions of the employees. "Management perceptions" shall not be used in an arbitrary, capricious, or unreasonable manner. When a position is filled based on Control Hour seniority from within the bargaining unit, it shall be filled in the following order: full-time, part-time, and float nurses; then per diem Registered Nurses. The Hospital shall give an explanation (if requested) of management perceptions to each nurse with greater Control Hour seniority who is not the selected candidate.
6. When there is a bargaining unit nurse from the Hospital and an outside candidate who apply and are under consideration for a vacancy, the Hospital shall give preference to the "inside" nurse unless, as between the "inside" nurse and the "outside" candidate, there is an appreciable difference in the ability, experience, educational background, and management perceptions of the two. "Management perceptions" shall not be used in an arbitrary, capricious, or unreasonable manner.
7. The Hospital shall provide the Union President or her designee with a copy of all "Application for Promotion or Transfer" forms for all bargaining unit positions.
8. A successful applicant for an opening will not be eligible to bid for another opening in a different unit from the one she is currently working or reduce her control hours for a period of twelve (12) months, except that in the Operating Room the period of restricted bidding is thirty (30) months. This shall not apply (1) to change in shift and/or hours in the unit the Registered Nurse is currently working, subject to the provisions of Article 9, paragraph D.6 in regard to dropping of shifts, nor (2) to voluntary transfers made at the request of the Hospital.

9. The parties recognize that because of the nursing unit or shift involved, it may be difficult to fill the position of a transferring employee and accordingly agree that the transfer may be delayed for a reasonable period of time not to exceed nine (9) weeks after which the employee shall be transferred to the new position. The Hospital may employ temporary Registered Nurses, per diems, or voluntary transfers of full-time or part-time Registered Nurses in order to cover the duties of the open position and the duties of the transferring Registered Nurse. Preference in such situations shall be given to regularly scheduled Registered Nurses prior to using per diems or temporaries so long as the transferring regularly scheduled Registered Nurse is qualified (as determined by the Hospital) and it does not increase the Hospital's payroll costs due to overtime, etc.

10. In the event a Registered Nurse who fills a vacancy is not able to fully perform the duties of the new position or does not want to continue in the new position, the Registered Nurse may return to her former position within thirty (30) days. After that, she must wait the time periods mentioned above before being eligible to bid on another position, unless the Union and the Hospital mutually agree to waive said requirements.

11. A Registered Nurse returning to a bargaining unit position within twelve (12) months from the date she left the bargaining unit will be credited for all Control Hour seniority earned before the change in status. After twelve (12) months, she shall lose all bargaining unit Control Hour seniority.

## **ARTICLE 11 SENIORITY, LAYOFF, AND RECALL**

### **A. Seniority**

1. Hospital seniority shall mean a Registered Nurse's length of continuous service in hospital positions measured from the Registered Nurse's most recent date of hire in a regularly scheduled hospital position. Control Hour Registered Nurse seniority shall mean a Registered Nurse's cumulative length of continuous service in control Registered Nurse positions since her most recent date of hire in a regularly scheduled bargaining unit position.

2. Continuous service shall include: all paid time off; up to three (3) months of any unpaid personal leave of absence; up to twelve (12) months for any unpaid medical leave of absence; up to six (6) months for an unpaid educational leave of absence; and up to twenty-four (24) months for any layoff.

3. All seniority shall continue to accrue during any of the periods described above. For longer periods of approved absence it will not be lost, but shall cease to accrue until the Registered Nurse returns to work.

4. All seniority will be lost and continuous employment terminated by:
  - (a) Resignation
  - (b) Discharge for cause
  - (c) Retirement
  - (d) Refusal or failure to report for work within five (5) days following delivery of written notice of recall by certified mail, except for extenuating circumstances, in which case a reasonable extension will be granted.
  - (e) Layoff which continues for more than twenty-four (24) months.
  - (f) Absence for three (3) consecutive days without notification to the Hospital.
  - (g) Failure to return to work upon the expiration of an authorized leave of absence, except in the case of extenuating circumstances.
  - (h) Acceptance of regular employment elsewhere while on a paid leave of absence or sick leave, except in the case of extenuating circumstances where a Registered Nurse is unable to work in her normal capacity but is able to perform some "light duties."
5. Registered Nurses reinstated to the bargaining unit by the Hospital within twelve (12) months of separation from the bargaining unit shall have their Hospital and/or control hour seniority date adjusted. All adjusted seniority dates shall be the previous employment date less the break in service
6. The Hospital will post a hospital and control hour seniority list of all bargaining unit registered nurses within sixty (60) days of the date of the initial agreement, and annually thereafter in the month of December. The posted list will conclusively establish a nurse's seniority unless she protests it, in writing, within thirty (30) calendar days from the time it is posted.
7. The Union shall be mailed a copy of the hospital and new control hour seniority lists when posted.



**B. Probation**

1. All newly hired Registered Nurses shall serve a probationary period of six (6) months. The Hospital will evaluate new Registered Nurses during the probationary period, advising them of their performance and indicating areas, if any, where improvement may be needed.

2. Upon completion of probation, Registered Nurses are entitled to full rights, responsibilities and privileges under this Agreement.

3. Probationary Registered Nurses shall work at least twenty (20) shifts on the shift for which she was hired though this shall not be construed as a minimum guarantee of work.

**C. Reduction in Force/Layoffs**

1. In the event a Reduction in Force/Layoff becomes necessary, the Hospital will notify the Union at least two (2) weeks in advance of any layoff (except in cases of an emergency, i.e., a catastrophic event) and the parties will meet to discuss alternatives and/or implementation.

2. When reductions remain necessary following the discussion above, the Hospital will permit Registered Nurses to take voluntary reduction until the necessary reduction in work force is met and the Registered Nurse with the most Control Hour seniority shall have the first opportunity for reduction. In this instance, the remaining Registered Nurses must be able, with minimal training, to perform the duties of the remaining positions and be willing to work the remaining hours and shifts.

3. As used in this Article, minimal training shall mean no more than one or two weeks of normal orientation.

4. When voluntary layoffs do not meet the necessary reduction in force, additional layoffs shall be made in the following order:

- (a) Temporary Nurses
- (b) Probationary Nurses
- (c) Float Nurses in reverse order of Control Hour seniority
- (d) Regularly scheduled full- and part-time nurses in reverse order of Control Hour seniority

5. Except in cases of emergency (i.e., a catastrophic event), Registered Nurses shall receive two (2) weeks' written notice prior to being laid off, or pay in lieu of notice. A copy of the notice shall be sent to the Union.

6. A Registered Nurse who is designated for lay off shall have the right to displace a Registered Nurse with less Control Hour seniority if, after minimal training, the nurse designated for layoff is qualified by training and experience to fill the position as the nurse sought to be displaced. The Registered Nurse to be displaced shall be the Registered Nurse with the least Control Hour seniority on her unit first or the Registered Nurse with the least Control Hour seniority in the Hospital if no other Registered Nurse on her unit has less Control Hour seniority. In order to exercise any displacement rights under this Article, a Registered Nurse must in good faith agree to work the hours and shift of the displaced nurse.

**D. Recall**

1. Laid off Registered Nurses shall be recalled in order of Control Hour seniority provided the Registered Nurse is able to perform the duties of the position with minimal training.

2. Notice of recall shall be sent by certified mail to the Registered Nurse's last address on the Hospital's record. A copy of the notice shall be sent to the Union.

3. All laid off Registered Nurses shall be recalled to available positions for which they are qualified (with minimal training) before any new Registered Nurse from outside the bargaining unit is hired on either a permanent or temporary basis.

4. As used in this Article, minimum training shall mean no more than one or two weeks of normal orientation.

5. Probationary employees who have been laid off shall have no recall rights.

**E. Shift Cancellation**

1. Due to the unpredictability of the Hospital and/or Unit census on a day-to-day basis, the Hospital reserves the right to relieve nurses from a shift in the following order:

- a. shifts for which overtime is paid
- b. those who volunteer to be relieved
- c. per diem nurses

- d. regularly scheduled nurses working an extra shift
- e. "float" nurses

2. Regularly scheduled and "float" Registered Nurses who have been relieved from all or part of a shift as defined above shall have the option to use accrued PTO or may elect not to get paid. If the Registered Nurse elects not to get paid, she shall be credited for her normal PTO or ESL accrual.

3. Evening and night Registered Nurses (subject to cancellation) shall contact the Hospital's Nursing shift supervisor or unit charge nurse two (2) hours prior to the start of her shift to determine if she is needed. If, after receiving confirmation that she is needed, a Registered Nurse is subsequently canceled for all or part of that shift, she shall receive a minimum of four (4) hours pay. The Hospital shall contact day shift Registered Nurses subject to cancellation at least one (1) hour prior to the beginning of their shift. Both parties shall make reasonable efforts to contact the other in order to minimize the incidence of Registered Nurses reporting unnecessarily and maximize the amount of notice given.

## **ARTICLE 12 FLOATING AND ROTATION**

### **A. Floating**

1. Staffing needs occasionally may require that a Registered Nurse be temporarily assigned or floated to a unit other than the one she is normally scheduled to work. In such cases, the Hospital will seek qualified volunteers from other units to accommodate the temporary assignment, especially those Registered Nurses who have expressed a desire to train in the unit needing additional staff. If more than one qualified Registered Nurse volunteers, the Registered Nurse with the most Control Hour seniority will be floated. If there are insufficient volunteers, available Registered Nurses may be required to float on an equitable basis.

2. After all other reasonable alternatives have been exhausted, it may become necessary to float a Registered Nurse onto a unit that she is unfamiliar with; however, no Registered Nurse will be required to take a patient assignment on that unit for which she is unqualified.

3. Qualified Per Diem, Agency, Float, and Temporary Registered Nurses will be required to float before any Registered Nurse with control hours.

4. The designated charge nurse shall not be required to float unless her unit is closed or has no patients.

5. When a Registered Nurse is required to float, unless there is no reasonable likelihood that she will be required to return to her own unit, any patient assignments will be made so the Registered Nurse can and will be released within 5 to 10 minutes prior to the time she is needed on her own unit if the need is known in advance, and within 5 to 10 minutes thereafter if the need is not known in advance.

**B. Rotation of Shifts**

There shall be no required rotation of shifts. However, nurses assigned to the Float Pool may be assigned to any shift.

**ARTICLE 13  
LEAVE OF ABSENCE**

**A. Personal and Educational Leave**

1. Registered Nurses shall be eligible for a personal or educational leave of absence once they have successfully completed their probationary period. Requests for personal leaves of absence without pay for a period up to six months shall be submitted in writing and may be granted or refused at the option of the Hospital. For a leave of absence of thirty days or less, the nurse shall be reinstated to her former position. For a leave of absence greater than thirty days, the nurse shall be reinstated to her former position if available. If the nurse's former position is not available, she shall be reinstated to a like or equivalent position, if available.

2. The Hospital may require the Registered Nurse to use all banked PTO during a personal or educational leave of absence as a condition of granting such leave.

**B. Family and Medical Leave**

1. Eligible nurses shall be legally entitled to up to 16 weeks of leave within any one-year period and up to 12 weeks of leave in the next year. Eligible employees shall be defined as employees who have successfully completed their probationary period.

2. Requests for family and medical leaves of absence shall be granted to all eligible nurses under the following circumstances: 1) the birth or adoption of a child, 2) the serious health condition of a child, spouse or parent, and 3) the serious health condition of the nurse. Serious health condition is defined as a disabling physical or mental illness, injury or condition which involves either inpatient care in a hospital,

nursing home or hospice or outpatient care requiring continuing treatment or supervision by a health care provider.

3. Nurses shall be reinstated to their former position or a like or equivalent position. If the Registered Nurse took a medical leave of absence and is no longer medically able to perform the original job when the leave expires, the Hospital will transfer the nurse to work suitable to her physical condition, provided such work is available.

4. Nurses may request an extension of her family or medical leave of absence (totaling up to six months). The request for an extension may be granted or refused at the option of the Hospital. When the nurse is ready to return to work, she shall be reinstated to a like or equivalent position, if available.

5. If medically necessary for the Registered Nurse's own serious health condition or that of her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. Where leave is requested on this basis, the Hospital may require the Registered Nurse to transfer temporarily to an alternative position with equivalent pay and benefits, which better accommodates recurring periods of absence or part-time schedule.

6. The Registered Nurse must use all banked extended sick leave (if disabled) and PTO during a family or medical leave of absence, except that a Registered Nurse may elect to hold in reserve up two weeks of control hours of PTO. Leave not covered by PTO or ESL shall be without pay.

7. Nothing in this section of the contract is intended to give an employee any more rights than she has under the law.

### **C. Maternity Leave**

1. Requests for maternity leave of absence for a period up to ten months (four months before delivery and six months after delivery) shall be granted to Registered Nurses who have successfully completed their probationary period. Nurses shall be reinstated to their former position or a like or equivalent position.

2. The Registered Nurse may elect whether or not to use any or all banked extended sick leave (while disabled) and PTO during a maternity leave of absence, but if she elects to hold any ESL or PTO in reserve, she may not use it to extend her maternity leave beyond ten months. State and federal FMLA rights shall run from the first day of the maternity leave. Registered Nurses on Maternity Leave will be considered disabled and eligible for payment of any accumulated extended sick leave for the six-week period beginning with the date of delivery. Qualification for payment

of additional accumulated extended sick leave will be based on the attending physician's statement of disability.

**D. Bereavement Leave**

1. In the event of the death of a member of a Registered Nurse's immediate family, time off will be granted to attend the funeral or memorial service if applicable as outlined below:

- a. Immediate family includes a parent or guardian, grandparent, parent-in-law, spouse, sister, brother, child and grandchild, sons and daughters-in-law.
- b. Up to three (3) scheduled workdays off from the date of the death through the date of the funeral or memorial service if applicable for time lost from the employee's regular work schedule at her normal hourly rate including all applicable premiums and differentials.
- c. Additional bereavement leave without pay may be granted at the discretion of the employee's immediate supervisor.

**E. Military Leave**

1. Military leave without pay shall be granted in accordance with Federal law.

2. The Hospital will pay the difference between the amount received for military reserve duty and base salary for regularly scheduled Registered Nurses. This payment will be made for a maximum of two (2) weeks per year.

**F. Jury Duty**

1. The Hospital will pay the difference between jury duty pay and the nurse's normal salary (including all applicable premium and differentials) for a regularly scheduled nurse who is serving on jury duty.

- a. The nurse must present a copy of the notice to serve on jury duty to the Nurse Manager prior to serving.
- b. The nurse must submit weekly to the Nurse Manager proof of payment received from the court. The Nurse Manager will then authorize payment to the nurse of the balance of salary for those days which the nurse was scheduled to work.

## **G. General Provisions**

1. The nurse must complete a "Request for Leave of Absence" form and submit it to her immediate supervisor. Leaves of less than two weeks (in any one calendar year) need not have a PAF completed, but must be approved on a "Request for Leave of Absence" form by the nurse's immediate supervisor. A PAF should be completed by the Nurse Manager and submitted to the Human Resources Department along with a copy of the "Request for Leave of Absence" form for all unpaid leaves of greater than 2 weeks. The effective date of the change notice should be the date the unpaid portion of the leave commences.

2. A nurse will not accrue PTO or extended sick leave benefits during an unpaid leave of absence.

3. A nurse who is granted an unpaid FMLA or maternity leave of absence longer than four (4) weeks may elect to continue group insurance benefits by paying the employee's premium contributions before the period of unpaid leave of absence commenced. Registered Nurses on all other unpaid leaves of absence of longer than four (4) weeks may elect to continue group insurance benefits by paying the COBRA rate. It is the nurse's responsibility to contact the Human Resources Department to arrange for payments for continued coverage.

4. For the purposes of all seniority, continuous service shall include: up to three (3) months of any unpaid personal leave of absence; up to twelve (12) months for any unpaid medical leave of absence; and up to six (6) months for an unpaid education leave of absence. All seniority shall continue to accrue during any of the periods described above. For longer periods of approved absence, it will not be lost, but shall cease to accrue until the Registered Nurse returns to work.

5. It is the responsibility of the nurse to contact her Nurse Manager in order to confirm their expected return to work date at least one month in advance.

6. Nurses who fail to return to employment or who request an extension and do not receive such extension on or before the anticipated date of return will be terminated.

## **ARTICLE 14**

### **STAFF DEVELOPMENT**

#### **A.     Orientation**

There shall be an orientation program developed and maintained by Hospital during which time the newly employed Registered Nurse shall have a competency assessment. Based on the results of that assessment, an individualized orientation shall be planned to include Hospital procedures and policies and any other appropriate programs. Attendance at orientation is mandatory. Orientees (which shall include GNs while on orientation) will not be considered part of the normal staffing complement.

#### **B.     Preceptor Work**

A regular Registered Nurse may be assigned to have an orientee accompany her while performing her duties. Preceptor work shall be voluntary though requests by the Hospital for preceptors shall not be unreasonably denied. Preceptor work shall be distributed on a fair and equitable basis. The Vice President, Patient Care Services (or her designee) shall determine who is qualified to be a preceptor and all preceptors shall be subject to periodic review and evaluation.

#### **C.     Operational Staff Meetings**

The Hospital shall pay a Registered Nurse for attendance at operational staff meetings at the nurse's base hourly rate plus applicable differentials and premiums.

#### **D.     Inservice Education**

1.     An inservice educational program established by the Hospital shall be provided to introduce nurses to new procedures, products, equipment, or yearly updates appropriate to their specialty. Attendance may be mandatory at the discretion of the Hospital. When attendance is mandatory, the Registered Nurse shall be paid at the nurse's base hourly rate plus applicable differentials and premiums. Normally, inservice education training shall occur during the Registered Nurse's normal duty hours. However, should the Nurse Manager determine that this is not feasible, the Hospital will pay Registered Nurses for time spent in required inservice outside their normal work hours.

2.     Registered Nurses on vacation shall not be required to attend inservice programs, but must make up the inservice program within thirty (30) days of their return to work, provided the Hospital offers a make-up opportunity within such period.



3. Inservice programs shall be designated in writing as "mandatory" when appropriate.

4. Whenever practicable, all inservice programs will be posted in designated areas in each department, at least one (1) week in advance. A copy of mandatory inservices will be posted next to the work schedule.

5. Registered Nurses on days off shall make all reasonable efforts to attend inservice programs, and if such a Registered Nurse is unable to attend a mandatory inservice, she shall give prior notice to the Hospital, but must make up the inservice program within thirty (30) days of their return to work, provided the Hospital offers a make-up opportunity within such period.

6. Procedure manuals covering the following areas shall be available at all appropriate and relevant nursing stations: Laboratory, Nursing, Radiology, Dietary, and Infection Control.

7. The Hospital shall strive to become a CEU provider, and commits to sponsoring CEU programs on site.

#### **E. Continuing Education**

1. A regularly scheduled full time or part time Registered Nurse will be granted time for participation without loss of pay in such institutes, workshops, and other professional meetings as may be deemed important to the individual Registered Nurse as it relates to her area of practice and her overall job performance and to the Hospital as deemed by the Vice President, Patient Care Services, for the improvement of the individual's professional competence and on the job performance as a contributing member of the Hospital's health care team. All requests for attending a meeting or workshop under this program will be reduced to writing as well in advance as practicable and presented to the Vice President, Patient Care Services so that she may evaluate the meeting or workshop as it pertains to a Registered Nurse's area of practice and its usefulness to the Hospital as well as the entire Nursing Staff. There shall be no reimbursement for any institute, workshop or other professional meeting unless it is approved in writing in advance by the Vice President, Patient Care Services.

2. The parties recognize the responsibility of each Registered Nurse as a member of a profession to promote and maintain the professional education and attainment of skills needed to provide high standards of nursing care. Accordingly, it is understood that a Registered Nurse will participate in such activities as are designated for him/her by the Vice President, Patient Care Services.

3. All regularly scheduled full time Registered Nurses who have satisfactorily completed their probationary period shall be entitled to two (2)

professional and/or education meeting days per fiscal year. All regularly scheduled part-time Registered Nurses who have satisfactorily completed their probationary period shall be entitled to one (1) professional and/or education meeting per contract year. Each meeting day will be considered her regular scheduled work day and the Registered Nurse shall be paid at her normal hourly rate.

4. Educational Leave days are not accumulated, except when the Hospital is unable to grant a Registered Nurse's request due to staffing issues.

5. Registered Nurses will be expected to share educational material received at approved workshops as deemed appropriate by Hospital.

6. The professional and/or education meeting will be selected by the Registered Nurse. If such meeting meets the criteria above, then the Hospital will pay the reasonable costs of registration fees and materials of the meeting. The sum of \$20,000 per fiscal year shall be the maximum available to regularly scheduled full time and part time Registered Nurses for Continuing Education. Not more than \$6,000 shall be payable in any quarter, and at the end of the fiscal year any balance remaining in the account shall be paid out (on a prorated basis if necessary) to any employee whose qualifying expenses are not reimbursed during the quarter in which they are incurred.

**F. Certification and Recertification Fees**

The Hospital will reimburse the Registered Nurse for the exam fee for certification and/or recertification and one related preparatory course fee per certification or recertification upon receipt of proof that the Registered Nurse has satisfactorily passed the exam and has indeed become certified and/or recertified. There shall be no reimbursement unless it is approved in writing in advance by the Vice President, Patient Care Services. Funds received under this section will be counted toward the Registered Nurse's annual entitlement under Educational Reimbursement described below.

**G. Cardiopulmonary Resuscitation (CPR) Validation**

CPR validation is required for all Registered Nurses engaged in direct patient care. Such nurses shall be paid at their base hourly rate plus applicable differentials and premiums for attending such validation classes and all fees associated with Hospital-required certification and/or recertification will be paid by the Hospital.

**H. Educational Reimbursement**

1. If a Registered Nurse who has worked at New Milford Hospital for one (1) year and who has a minimum of twenty-four (24) control hours desires to enroll in one or more courses at an educational institution leading to an Associate's, Bachelor's,

Master's, or Ph.D. degree in Nursing, or any other health related position currently being utilized by New Milford Hospital, she will complete the appropriate application form provided by the Hospital well in advance of commencing such course or courses to be taken by title and course number along with a short description of the course content.

2. Upon proof of satisfactory completion with a grade of C or better for an undergraduate course, B or better for a graduate level course and proof of amount expended for tuition, the Hospital will reimburse the regularly scheduled full time Registered Nurse for the cost of such tuition in the amount thereof, but not to exceed a total of Two Thousand (\$2,000) dollars per fiscal year. Regularly scheduled part-time Registered Nurses will be reimbursed on a pro rata basis. There shall be no reimbursement for any course unless it is approved in advance by the Vice President, Patient Care Service.

#### **I. Required Competencies**

Notwithstanding any other provision of this agreement, Registered Nurses are required to achieve and maintain, as a condition of their continued employment, any certification or other evidence of training, education or competency required by applicable law.

### **ARTICLE 15 EVALUATIONS AND PERSONNEL FILES**

#### **A. Evaluations**

1. Registered Nurses shall receive written evaluations during their probationary period and annually in October. Such evaluations shall be discussed with each Registered Nurse and shall be signed by the Registered Nurse and by the Manager for the evaluation. The Registered Nurse may make written comments regarding her evaluation on the evaluation form. All supervisors that participate in the evaluation will sign in. The Registered Nurse shall receive a copy of the current evaluation at the time the evaluation interview is done by the Manager. Copies of past evaluations may be obtained from the Human Resources Department upon request in writing.

2. In the event deficiencies exist, the Supervisor, after discussion with the Registered Nurse, shall determine a constructive program to address and eliminate such deficiencies. An unfavorable performance review shall be reviewed again in no more than sixty (60) days. A second consecutive unfavorable evaluation may be subject to the Grievance Procedure.

3. The parties agree that if the Hospital intends to use the evaluation as a step in the disciplinary process (including sick time utilization), that intent shall be clearly stated on the evaluation form.

**B. Personnel Files**

1. There shall be only one official file (which shall include all disciplinary notices) maintained by the Hospital in the Human Resources Department for each Registered nurse. All disciplinary material maintained therein shall be countersigned by the Registered Nurse to indicate that she is aware of its presence.

2. A Registered Nurse shall have the right to inspect her personnel file by appointment during normal office hours of the Department of Human Resources. Inspection of the Nurse's file shall be made in the presence of a member of the Department. Copies will be furnished upon request.

**ARTICLE 16  
COMPENSATION**

**A. Wages**

During the life of this Agreement, the Base Rate schedule for Registered Nurses will be as follows:

	Effective <u>12/25/05</u>	Effective <u>12/24/06</u>	Effective <u>12/23/07</u>
Step			
1	\$28.99	\$30.30	\$31.69
2	\$29.57	\$30.90	\$32.32
3	\$30.16	\$31.52	\$32.97
4	\$30.77	\$32.15	\$33.63
5	\$31.38	\$32.79	\$34.30
6	\$32.01	\$33.45	\$34.99
7	\$32.65	\$34.12	\$35.69
8	\$33.30	\$34.80	\$36.40
9	\$33.97	\$35.50	\$37.13
10	\$34.65	\$36.21	\$37.87
11	\$35.34	\$36.93	\$38.63
12	\$36.05	\$37.67	\$39.40
12 BSN	\$36.77	\$38.42	\$40.19

## **B. Step Placement**

1. Graduate Nurses and Registered Nurses hired during the term of this Agreement shall be hired in accordance with the following schedule:

Years Acute Care Experience	Step	Without BSN			Step	With BSN		
		2006	2007	2008		2006	2007	2008
Less than 2	1	\$28.99	\$30.30	\$31.69	2	\$29.57	\$30.90	\$32.32
2 but less than 4	2	\$29.57	\$30.90	\$32.32	3	\$30.16	\$31.52	\$32.97
4 but less than 6	3	\$30.16	\$31.52	\$32.97	4	\$30.77	\$32.15	\$33.63
6 but less than 8	4	\$30.77	\$32.15	\$33.63	5	\$31.38	\$32.79	\$34.30
8 but less than 9	5	\$31.38	\$32.79	\$34.30	6	\$32.01	\$33.45	\$34.99
9 but less than 10	6	\$32.01	\$33.45	\$34.99	7	\$32.65	\$34.12	\$35.69
10 but less than 11	7	\$32.65	\$34.12	\$35.69	8	\$33.30	\$34.80	\$36.40
11 but less than 12	8	\$33.30	\$34.80	\$36.40	9	\$33.97	\$35.50	\$37.13
12 but less than 13	9	\$33.97	\$35.50	\$37.13	10	\$34.65	\$36.21	\$37.87
13 or more	10	\$34.65	\$36.21	\$37.87	11	\$35.34	\$36.93	\$38.63

2. "Credited Registered Nurse years" shall be defined as the number of whole years of acute care experience as a Registered Nurse, or equivalent. All Registered Nurses hired by New Milford Hospital with at least one (1) "credited Registered Nurse year" shall move to the next step in the rate range on the first Sunday in January of each calendar year. A Registered Nurse hired by New Milford Hospital with less than one (1) "credited Registered Nurse year" shall be hired at Step 1 (Step 2 with a BSN) and shall remain there until she has at least one (1) "credited Registered Nurse year" as of any subsequent January 1.

3. No Registered Nurse shall move more than one step each January unless by mutual agreement of the parties.

4. The actual rates for Registered Nurses employed at New Milford Hospital as of the signing of this contract shall be, unless mutually agreed to otherwise, in accordance with the negotiated spread sheet analysis, a copy of which shall be signed and retained by each party.

## **C. Per Diem**

Registered Nurses who work on a per diem basis shall be paid a flat hourly rate (i.e. no steps) of \$38.24 effective December 25, 2005, \$39.96 effective December 24, 2006, and \$41.80 effective December 23, 2007.

**D. Premiums**

1. **Evening Shift Premium** - A Registered Nurse who works two (2) or more consecutive hours on the evening shift shall be paid an evening shift premium of \$2.35 per hour for each hour worked on such shift. Registered Nurses who are regularly scheduled for the evening shift shall be paid their normal evening shift premium when on holiday, vacation, or sick time.

2. **Night Shift Premium** - A Registered Nurse who works two (2) or more consecutive hours on the night shift shall be paid a night shift premium of \$3.35 per hour per hour for each hour worked on such shift. Registered Nurses who are regularly scheduled for the night shift shall be paid their normal night shift premium when on holiday, vacation, or sick time.

3. **Weekend Premium** - A Registered Nurse shall be paid a weekend premium of fifteen percent (15%) of her base hourly rate for all hours worked commencing on the night shift Friday and ending with the completion of the evening shift on Sunday.

4. **Charge Premium** - An eligible Registered Nurse assigned to work as Charge Nurse shall be paid a Charge Nurse premium of \$2.00 for each hour she works in this capacity. The Charge Nurse premium shall be paid to such Registered Nurse immediately if the Nurse Manager is not in the building, or if the Nurse Manager is scheduled or expected not to be available (i.e., away from her unit) for a period in excess of ninety consecutive minutes.

**E. Overtime Pay**

1. The parties recognize that overtime must be used only when absolutely necessary and under no circumstances may a Registered Nurse work beyond her regularly scheduled hours without prior approval of her supervisor. Opportunities for overtime work shall be made available on a fair and equitable basis.

2. Except for good cause shown by the Hospital, overtime shall be voluntary. Good cause includes every reasonable effort being made by the Hospital to resolve the problem without mandating overtime and individual Registered Nurse commitments shall be taken into consideration.

3. Registered Nurses shall be paid time and one-half (1 1/2) for all hours they work in excess of forty (40) hours in any one work week, and/or at least two (2) consecutive hours over their regularly scheduled shift in a work day (minimum of ten hours worked) or in the case of Registered Nurses working twelve-hour shifts, at least one (1) consecutive hour over their regularly scheduled shift in a work day (minimum of thirteen hours worked).

4. In computing the overtime rate, the hospital will use the "composite rate" (all forms of pay during that pay period divided by the number of hours paid during that pay period).

5. There shall be no pyramiding of overtime.

**F. Call Pay**

1. A Registered Nurse assigned call will be paid as follows:

2. **Restricted Call** - A Registered Nurse who is required to take call and is required to remain within thirty (30) minutes or less (depending on the department) of the Hospital shall be paid at the prevailing state minimum wage for each hour while on call status.

3. **Unrestricted Call** - A Registered Nurse who is required to take call but is not required to remain within thirty (30) minutes of the Hospital shall be paid at the rate of \$1.00 less than the state minimum wage per hour for each hour while on call status.

4. **Voluntary Call** - Registered Nurses who volunteer to be on call instead of working their full regularly scheduled shift shall be paid at the rate of two-thirds the state minimum wage for each hour while on call status.

When a Registered Nurse is on call status during any shift included in the Thanksgiving, Christmas or New Years holidays, the rate paid for each hour on call shall be one and one-half times the applicable rate specified above.

In the event a Registered Nurse is called in to work while on call, she shall be paid her base hourly rate plus any applicable premiums for each hour she works. A Registered Nurse who is called in shall receive a minimum of two (2) hours pay for each time she is called in to a maximum of eight hours per shift of call.

When call is contiguous to a regularly scheduled shift, call back hours shall be consecutive to that shift for purposes of determining eligibility for overtime pay for such hours.

**G. Preceptor Pay**

Nurses who engage in voluntary preceptor work (see Article 14 Staff Development) shall be paid an additional \$.50 per hour (\$1.00 per hour for those who have completed Hospital-provided preceptor training) for such work, which shall be distributed among qualified preceptors on a fair and equitable basis.

## **H. Sleep Days**

1. As is currently the practice, if an Operating Room or Endoscopy Registered Nurse is scheduled to work the day shift immediately following a night shift on which the Registered Nurse is on call and called in to work, all reasonable efforts shall be made to give the Registered Nurse time off with pay for the next day shift. It should be recognized however, that this may not always be possible due to staffing requirements on the day in question.

2. On nursing units other than in the Operating Room or Endoscopy, Registered Nurses who work more than one-half (1/2) of a normal shift in addition to their regularly scheduled shift in a twenty-four- (24-) hour period may request any scheduled shift in the following twenty-four (24) hours as a sleep day. Said sleep day shall be without pay, unless the Registered Nurse works both the full evening shift and at least six (6) hours of the night shift, in which case the sleep day shall be with pay. It should be recognized, however, that sleep days (with or without pay) may not always be possible due to staffing requirements on the day in question.

## **I. Incentive Bonus**

1. The Hospital shall pay a Per Diem Nurse an incentive bonus of 10% (15% for evening/night shifts) of gross pay for all hours worked in any 13-week fiscal year quarter in which she (a) works or takes call at least 13 shifts or 104 hours, whichever occurs first, and (b) meets her weekend requirement and his/her holiday requirement (if applicable). If a per diem nurse satisfies (a) but not (b), the bonus shall apply to shifts in excess of 13 or hours in excess of 104, whichever occurs first.

2. If a Per Diem Nurse is cancelled by the Hospital after the schedule is posted, she will be credited with having worked the scheduled hours for purpose of qualification for the incentive bonus. If a Per Diem Nurse cancels herself after the schedule is posted, she will not be so credited, and the threshold for her incentive bonus eligibility shall be increased by one shift or the number of scheduled hours in the shift she cancels.

3. The Hospital shall pay a Part Time nurse an incentive bonus of 10% (15% for evening/night shifts) of gross pay for all time worked in excess of her control hours in a 13-week fiscal year quarter, provided she works at least 48 hours based on blocks of no less than 4 hours (as designated or accepted by management) during such quarter. For purposes of this section only, a Full Time nurse working 36 control hours shall be treated as a Part Time nurse.

4. Extra shifts/hours which qualify for Overtime Pay (Article 16) do not count toward the qualification for the bonus, but are included in the gross pay on which



the bonus is computed. Extra shifts for which a nurse is available and for which she is scheduled, but which she does not work because the Hospital's scheduling needs change, do count toward the threshold, but are not included in the gross pay on which the bonus is computed. The term "full shift" shall be defined by reference to the posted schedule in the unit in which the work is performed.

5. Shifts worked for the purpose of orientation shall not be counted for purposes of the incentive bonus.

**J. Longevity Bonus**

1. Regularly scheduled full-time Registered Nurses (those scheduled forty (40) hours per week) who have completed ten (10) years or more of service shall receive a bonus of Three Hundred Fifty (\$350) dollars annually to be paid during the month of her anniversary date of employment.

2. Regularly scheduled full-time Registered Nurses (those scheduled forty (40) hours per week) who have completed twenty (20) years or more of service shall receive a bonus of Seven Hundred Fifty (\$750.00) dollars annually to be paid during the month of her anniversary date of employment.

3. The above bonuses shall be granted on a pro rate basis for regularly scheduled part-time Registered Nurses.

**K. Bachelor of Science Degree**

It is agreed that Registered Nurses who have their Bachelor of Science Degree in nursing shall receive one extra step in the rate range, and that only those nurses shall be eligible for advancement to the step labeled BSN. It is agreed that Registered Nurses who were employed on January 1, 1998, and who were awarded a Bachelor's Degree prior to that date shall be eligible for such increase. However, no other Registered Nurses employed thereafter shall be eligible for such increase except those that receive a Bachelor of Science Degree in nursing.

**L. Certification Bonus**

The Hospital will pay a \$1,000 bonus to Registered Nurses that maintain a current certification under the circumstances set forth in a side agreement.

**ARTICLE 17**  
**PAID TIME OFF (PTO)**

**A. PTO Eligibility**

Regular full and part time Registered Nurses scheduled to work eight (8) or more control hours per week will be eligible to receive Paid Time Off for purposes of annual vacations, holidays, personal days, and sick days.

**B. PTO Accrual**

1. The basic allotment of PTO for Registered Nurses who work forty (40) control hours per week shall be as follows:

<u>Years Service</u>	<u>Annual PTO Days</u>	<u>Annual PTO Hours</u>	<u>PTO Hours Per Pay Period</u>
1 - 3	25.0	200.0	7.7
>3 / <8	30.0	240.0	9.2
>8 / <10	35.0	280.0	10.8
>10	36.0	288.0	11.1

2. PTO accruals will be pro rated for part time Registered Nurses who work at least 8 control hours but less than 40 control hours.

3. All PTO shall be paid at a Registered Nurse's normal hourly rate which shall include applicable premiums and differentials.

4. The Hospital shall continue its current practice of allowing negative balances (up to two (2) times the Registered Nurse's control hours). A memorandum of understanding for any negative balance shall be signed by the Registered Nurse acknowledging that should she leave the employ of New Milford Hospital for any reason, she will be required to reimburse the Hospital. A negative balance will not be allowed if it exceeds the number of hours the Registered Nurse will accrue by the end of the Hospital's fiscal year (September 30).

5. PTO hours will not accrue during an unpaid Leave of Absence.

6. Registered Nurses shall be entitled to accrue their PTO time to a maximum of forty-eight (48) hours as of the last Saturday in September in any given year (pro rated for nurses who work less than 40 control hours). Any excess time will be transferred to the Registered Nurse's Extended Sick Leave bank.

### **C.     Use of PTO**

1.     For the purposes of vacation, holidays, and personal days, all periods of absence shall be charged to the Registered Nurse's PTO bank. For purposes of the Registered Nurse's illness, the first two days (or 16 hours, whichever occurs first) of that absence shall be charged to the Registered Nurse's PTO bank with the balance of that occurrence of absence charged to the Registered Nurse's "Extended Sick Leave" bank which is described in Article 19.

2.     Except in an emergency situation, requests for short term PTO (personal days) shall be subject to prior written approval by the Registered Nurse's immediate supervisor or the person who does the schedule. The Hospital will make a reasonable effort to respond to the Registered Nurse's request within one (1) week after it is submitted, and to take into consideration any expressed preferences of mixed shift nurses to use PTO on shifts of a specified duration (e.g. 8 or 12 hours).

3.     Registered Nurses who resign or are discharged shall receive cash for any accrued but unused PTO. This pay shall be included in the Registered Nurse's final paycheck. Registered Nurses may not take PTO during their first three (3) months of employment even though the Hospital's computer system begins to account for PTO time from the Registered Nurse's first week of employment. Registered Nurses who resign or are discharged during their first three (3) months of employment shall not be entitled to cash for any PTO that appears on the check stub.

4.     Registered Nurses must report absence due to illness or injury to their appropriate Nurse Manager, or in her absence, to the Coordinator on duty at least two (2) hours before the start of each scheduled day shift, and at least three (3) hours before the start of any other shift. As used in this paragraph, a day shift is any shift starting at or after 6:00 a.m., but before 10:00 a.m. The parties understand that Registered Nurses, for good and sufficient reasons, may not be able to comply with this rule, but all Registered Nurses shall strive to meet this two (2) or three (3) hour minimum rule in good faith. Registered Nurses must notify their supervisor when they are leaving work early due to illness or injury.

### **D.     Holidays**

1.     The following shall be observed by the Hospital as holidays for Registered Nurses:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

2. Holidays shall be celebrated on the day on which they occur except for departments which are not open on the weekends. In these cases, the department will celebrate a holiday occurring on a Saturday the proceeding Friday and those occurring on Sunday, the following Monday. The holiday will begin with the night shift preceding the holiday and end with the close of the evening shift 24 hours later, covering three (3) shifts. On Christmas and New Year's, the holiday period will commence with the start of the evening shift the day preceding the holiday and end at the close of the evening shift on the day of the holiday covering four (4) shifts, except that the Christmas holiday period shall include the night shift ending on the day after the holiday covering five (5) shifts.

3. Registered Nurses who work on Memorial Day, Independence Day or Labor Day shall be paid time and one-half. Registered Nurses who work on Thanksgiving, Christmas or New Year's shall be paid double time, except that Registered Nurses who work the fifth (5<sup>th</sup>) shift of the Christmas holiday shall be paid time and one-half.

4. Work on holidays shall be offered first to Registered Nurses on a voluntary basis.

5. Assignment to work on holidays shall be rotated among Registered Nurses on a fair and equitable basis, unless a Registered Nurse voluntarily works for another or switches with another. Every reasonable effort will be made to assure that a Registered Nurse not be required to work two (2) consecutive Christmases, Thanksgivings, or New Years. The Hospital shall keep a record of all holidays actually worked by any Registered Nurse. A registered Nurse scheduled to work a holiday who is asked that week to not come to work shall receive credit for actually working the holiday. Being on-call for a holiday shall count as time actually worked for that holiday.

#### **E. Vacations**

1. To provide for equitable distribution of vacation, requests will be submitted to supervisors in writing at least six (6) months prior to the start of the work schedule during which vacation time is requested. Supervisor decisions will be made and posted within two (2) weeks after the deadline for submission of requests.

2. Requested vacations will not be denied unreasonably. Requests will be approved as follows:

- (a) requests for full weeks of vacation take precedence of requests for shorter periods;

- (b) conflicts among requests will be resolved by control hour seniority, except that seniority can only be exercised for one block of vacation time falling between the dates of June 15 and September 15, inclusive; and
- (c) requests submitted after the deadlines specified in the preceding paragraph are not automatically precluded, but will be considered after all timely requests are scheduled and will be subject to sufficient staffing.”

3. In an effort to accommodate as many Registered Nurses' vacation requests as possible, no more than two (2) weeks will be normally granted at any one time except under special circumstances when approved in writing.

4. Except in emergency situations, Registered Nurses shall not be required to work during their vacation.

5. The Hospital will make a reasonable effort to schedule vacations to begin at the end of the workday on Friday and end on Sunday, and to provide the weekend off at the beginning of the vacation and the weekend off at the end of the vacation. Registered Nurses may be required to work successive weekends so as to make the above scheduling practicable.

6. Registered Nurses shall not be entitled to a paid vacation until they have completed their first three months of employment.

## **ARTICLE 18 INSURANCE**

### **A. Group Health, Dental, Life & Long-Term Disability Insurance**

1. During the term of this agreement, Registered Nurses will continue to be covered, to the same extent and on the same basis as in effect at the date of this Agreement, by the Hospital-wide group health, dental, life and long-term disability insurance plans, except that coverage under the group health and dental insurance plans shall be limited to (a) employees who work at least twenty-four (24) control hours, and (b) employees who were employed by the Hospital but worked fewer than twenty-four control hours as of December 31, 1999, were enrolled in the Hospital's medical plan, so long as they remain continuously employed in that status.

2. The following Plan design changes shall be implemented as soon as practicable after the effective date of this Agreement. Office visit co-payment \$20; other co-payment amounts adjusted per agreement of the parties; gastric bypass surgery

excluded; and new HMO to be offered as well as POS, with same benefits and coverage.

3. Various booklets or other explanatory material summarizing these plans have and may be given to the Registered Nurses. All questions relating to such plans and their interpretations shall be determined by the terms and conditions of the Master Plans and Policies themselves. Coverage shall be effective at the start of the first calendar month after the employee completes one month of service, and shall end on the last day of the month in which the employee's service ends.

4. The Hospital may elect to change insurance carrier(s)/administrator(s) for any of the benefits specified in this Article, provided the coverage is equivalent to or better than the coverage in effect immediately prior to the change. It is understood that no two plans are identical, and that the term "equivalent" means comparable in terms of overall benefit to the employee group, taking into consideration all changed elements of the plan. However, every effort shall be made to minimize changes from the existing plan, and to limit the impact on individual employees. The Hospital will notify the Union at least 90 days prior to the proposed change. The issue of whether the proposed new plan is "equivalent to or better" shall be subject to review through arbitration, expedited as follows. A mutually agreed arbitrator will conduct a hearing 75 days prior to the proposed change, the record will be closed 60 days before the proposed change, and a decision will be issued 45 days before the proposed change.

5. Full time bargaining unit employees shall participate in the cost of the Hospital's basic medical and dental plans at the rate of sixteen percent (16%) during calendar year 2006, seventeen percent (17%) during calendar year 2007, and eighteen percent (18%) during calendar year 2008. Employees enrolled in the HMO plan shall pay eighty percent (80%) of the percentage paid by employees enrolled in the POS (e.g. 12.8% during calendar year 2006). Part time employees shall pay the same premium cost share as full time employees for individual coverage, but those with dependent coverage shall pay forty percent (40%) of the total premium for their coverage.

6. The Hospital shall offer its current pharmacy discount plan for all Registered Nurses.

## **B. Retirement Plan**

1. During the term of this agreement, Registered Nurses will continue to be covered, to the same extent and on the same basis as in effect at the date of this Agreement, by the Hospital-wide retirement plan as of the beginning of any fiscal year. The Union shall be allowed to designate one Registered Nurse to serve as its representative on the Pension/Investment Committee as a non-voting member. In addition, the Hospital shall match on a 1 to 1 basis each full 1% contribution by each bargaining unit employee participating in the Hospital-wide defined benefit retirement

plan in effect as of the date of this agreement (i.e., the post-1988 plan), up to a maximum of 3%.

2. Registered Nurses who retire from nursing and who are at least age 60 and have at least five (5) years of service with the Hospital shall be allowed to continue to participate in the Hospital's group health and dental insurance plans, carrier permitting, at their own expense but at group rates, to age 65. A voluntary election to continue participation in such plans must be made at the time of retirement.

**C. Professional Liability Insurance**

During the term of this agreement, Registered Nurses will continue to be covered, to the same extent and on the same basis as in effect at the date of this Agreement, by the Hospital-wide professional liability insurance plan.

**D. Employee Assistance Program (EAP)**

1. Registered Nurses shall be eligible to participate in the Hospital's Employee Assistance Program for use at their own initiative. The program shall have service available that provides commonly accepted forms of assistance for work-related or personal health or emotional and other problem arising from any source.

2. The objective of the program recognizes the value and contribution of Registered Nurses and seeks to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately may affect the Registered Nurse's work.

3. The Hospital will absorb the cost for the EAP's initial assessment and consultation. The Registered Nurse will be given time off during her shift, with pay, to see the EAP counselor, for up to three (3) one-hour visits. There is no cost to the employee for these consultations. Follow-up services recommended by the EAP counselor shall be the responsibility of the Registered Nurse.

4. The Registered Nurse, family, supervisors, department heads, and other may refer to the EAP. It is important that the program services reach all levels of Hospital staff. Referral is done by phone to the counselor at extension 4577; by written request or through the switchboard operator during off-hours.

5. Referrals are made on a functional basis: a Registered Nurse will be referred because of her deteriorating job performance and because she is "emotionally upset." The supervisor can legitimately assess work performance, but not personal problems.

6. Referral to the program will not jeopardize the Registered Nurse's job security or promotional opportunities. Neither will it replace disciplinary measures as

defined by this Agreement. However, appropriate use of EAP can deter resignation or termination.

7. The program counselor shall not divulge information about counseling sessions. The only feedback to the referral source is acknowledgement of initial EAP contact.

8. The Hospital Social Worker will do the initial assessment and consultation; follow-up through Mental Health Clinic or community agencies and practitioners as indicated. The Registered Nurse is responsible for the cost of follow-up services and can often have assistance from health insurance.

9. Regardless of whether the Registered Nurse accepts or does not accept counseling, if her work performance continues to be unsatisfactory, the usual disciplinary action will be implemented.

10. The EAP program shall not be offered in lieu of disciplinary action.

#### **E. Workers Compensation**

The Hospital's obligation to provide medical coverage for workers compensation injuries shall be met through a PPO plan.

### **ARTICLE 19 EXTENDED SICK LEAVE (ESL)**

1. Regularly scheduled full and part-time Registered Nurses who work at least eight (8) control hours and who have completed their first three (3) months of employment shall receive extended sick leave benefits for absences due to their own illnesses or injuries. This benefit will be paid out of an accrued bank of hours after the second consecutive working day (or sixteenth consecutive scheduled hour, whichever comes first) of each qualified absence.

2. Registered Nurses who work forty (40) control hours will accrue Extended Sick Leave benefits at the rate of eight (8) days per year (2.5 hours per pay period) until they have reached ten (10) years of employment, after which they will accrue benefits at the rate of seven (7) days per year (2.2 hours per pay period). This benefit will be pro rated for Registered Nurses who have at least eight (8) but less than forty (40) control hours per week.

3. Extended Sick Leave may be accumulated from year to year without limit.



4. Extended Sick Leave may be used only for the illness or injury of the Registered Nurse. It is expected that the use of extended sick leave will be limited by the Registered Nurse to that which is absolutely necessary and that unused extended sick leave will be accrued as insurance against loss of income during extended illness or injury. The Hospital reserves the right to require a Registered Nurse to submit a health examination by an appropriate doctor to determine if extended sick leave is warranted.

5. Extended Sick Leave may be used while a Registered Nurse is on vacation for illness, injury or accident that requires hospitalization.

6. The Hospital shall have the right to deny extended sick leave benefits (during her last 2 weeks of employment) to a Registered Nurse who has tendered her resignation if the Hospital suspects abuse. The Hospital's decision to deny extended sick leave benefits under these circumstances shall not be subject to the grievance procedure.

7. Registered Nurses must report absence due to illness or injury to their appropriate Nurse Manager, or in her absence, to the Coordinator on duty at least two (2) hours before the start of each scheduled day shift, and at least three (3) hours before the start of any other shift. As used in this paragraph, a day shift is any shift starting at or after 6:00 a.m., but before 10:00 a.m. The parties understand that Registered Nurses, for good and sufficient reasons, may not be able to comply with this rule, but all Registered Nurses shall strive to meet this two (2) or three (3) hour minimum rule in good faith. Registered Nurses must notify their supervisor when they are leaving work early due to illness or jury.

8. Registered Nurses who are hospitalized (including one-day surgery) can, if eligible, receive sick time payment starting with the first day of hospitalization. Extended Sick Leave may be utilized from the first day of separate absences following an acute illness or injury where prescribed ongoing treatment or care is required and cannot be scheduled with reasonable convenience outside regular working hours.

9. Registered Nurses who are injured on the job can, if eligible, receive sick time payment to a maximum of three (3) consecutive scheduled working days during the waiting period for Worker's Compensation.

10. Registered Nurses shall not normally be allowed to borrow against future accrual of extended sick leave. Exceptions must be approved by the RN's Nurse Manager as well as the Vice President, Patient Care Services, and the Vice President, Human Resources, and in any event shall not exceed ten (10) days.

## **ARTICLE 20 EXPENSES**

### **A. Travel**

1. The Hospital will reimburse Registered Nurses for travel required by the Hospital as follows:

- (a) Travel by automobile shall be at the IRS rate. Reimbursement for tolls and parking shall be made as long as receipts are provided. The sharing of a car is expected when more than one Registered Nurse travels to the same location.
- (b) Reimbursement for hotel/motel accommodations shall be made as long as the Registered Nurse provides a receipt. Double occupancy is expected wherever possible.
- (c) Reimbursement for meals shall be made as long as the employee provides receipts. Costs shall be reimbursed to \$35 per day.

### **B. Uniforms**

The Hospital will continue to provide scrubs in Endoscopy and One Day Surgery, OR and PACU. In all other units, Registered Nurses shall provide their own uniforms. The parties recognize the importance of presenting a professional appearance for all employees while on duty. Accordingly, Registered Nurses shall wear neat, clean, uniform quality attire.

## **ARTICLE 21 HEALTH AND SAFETY**

1. The Hospital shall maintain a safe and healthy working environment, including equipment and supplies, that conforms with applicable State, Federal, JCAHO, and other regulatory agency standards.

2. The Union recognizes that Registered Nurses, in carrying out their duties, must comply with applicable State, Federal, JCAHO, and other regulatory agency standards.

3. Registered Nurses agree to cooperate and participate in the Hospital's basis safety programs including such training during normal working hours as may be deemed necessary by the Hospital. Both parties recognize the importance of periodic

fire, safety, and disaster instruction and drills to ensure the safety of the patients in the event of a fire or disaster, as well as CPR, infection control and other such programs as may from time to time become appropriate.

4. The parties recognize the importance of providing the patients with adequate and safe nursing care and will cooperate in providing such care.

5. The Hospital will continue to provide all commonly accepted or governmentally required or recommended tests and immunizations for exposure and contact with infectious diseases and hazards in the workplace at no cost to the Registered Nurses. Whenever possible, they shall be provided at a time convenient to all shifts.

## **ARTICLE 22**

### **MISCELLANEOUS/GENERAL PROVISIONS**

#### **A. Equipment and Supplies**

The Hospital will make very reasonable effort to provide all necessary equipment and supplies for the performance of Registered Nurse duties.

#### **B. Non-Discrimination**

The Hospital and the Union shall not discriminate against any employee in any matter relating to employment because of race, color, creed, ethnic or national origin, religion, sex, marital status, age, handicap, parental status, sexual preference, or membership in or activity on behalf of the Union or lack thereof, in accordance with applicable law.

#### **C. Payroll and Time Keeping**

1. Payroll checks will be issued bi-weekly. Checks will indicate the Registered Nurse's gross and net pay; taxes and other deductions; PTO and extended sick leave accrual; and other similar items as may be possible with the new payroll system. The Hospital shall continue its current direct deposit policy.

2. Each Registered Nurse is responsible for completing her own time records for submission in advance of the payroll period. The Hospital will notify the Registered Nurse of any changes in the time records as soon as practicable. Errors in paycheck information noticed by the Registered Nurse should be brought to the attention of the nurse's immediate supervisor. Where the error is of a significant nature (either underpayment or overpayment), the payroll check shall be voided and a corrected one issued within one (1) working day. All other errors shall be corrected

with the next succeeding paycheck. Disputes shall be subject to the grievance procedure.

**D. Technology**

1. The Hospital will notify the President of the Local as soon as practicable of its intent to introduce new or modified equipment, machines, apparatus or processes. The Hospital will be responsible for training registered nurses in their usage and registered nurses shall be trained at the Hospital's expense.

2. No Registered Nurse shall be dismissed or have wages reduced or benefits impaired by the introduction of such equipment, machines, apparatus or processes until reasonable efforts have been made to train the affected Registered Nurse on said equipment, machines, apparatus or processes.

3. Before being required to work with new or modified equipment, and before such equipment can be introduced or placed or used in any unit, at least one (1) Registered Nurse on duty must have been properly trained on said equipment, machines, apparatus or processes.

**E. Sexual Harassment**

The Hospital recognizes that no Registered Nurse shall be subject to sexual harassment. In this spirit it agrees to post a statement of its commitment to this principle on the bulletin board outside the cafeteria and on all Union bulletin boards. Reference to sexual harassment includes any sexual attention that is unwanted. In the case of such harassment, a Registered Nurse may pursue the grievance procedure for redress. Grievances under this Article will be processed in an expedited manner. If, after the grievance is settled, the Registered Nurse feels unable to return to her job, the Registered Nurse shall be entitled to transfer to an equivalent position at the same salary and grade if a vacancy then exists for which she is qualified. Under these circumstances, the Hospital will expedite the transfer by taking all reasonable efforts to replace the Registered Nurse in her current position.

**F. Parking**

Registered Nurses shall be expected to park their vehicles in authorized spaces, dependent upon the shift assigned. If the Registered Nurse feels unsafe about exiting the Hospital to return to their vehicle, the Hospital will, upon request, provide the nurse with an escort to their vehicle.

**G. Work of the Bargaining Unit**

1. Except where currently exists or where mutually agreed upon in the future, non-bargaining unit Registered Nurses shall not be used to replace bargaining unit Registered Nurses on a permanent basis.
2. Any alternation in the work customarily performed by the bargaining unit will be referred to the Professional Performance Committee for a full discussion with the recommendations prior to implementation.

**ARTICLE 23  
SEPARABILITY**

In the event any provision or provisions of this Agreement are declared invalid by a tribunal of competent jurisdiction, the provision or provisions shall no longer be operative or binding on the parties. The remaining provisions of the Agreement shall continue in full force and effect. In such cases, the Hospital and the Union shall commence collective bargaining negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

**ARTICLE 24  
SUCCESSORS AND ASSIGNS**

This Agreement shall remain in effect and shall be binding on all successors and assigns of New Milford Hospital. The Hospital shall include this requirement as a condition of sale or transfer of its ownership or operation. Any decision by a successor or assign concerning the retention of employees shall be made in accordance with this Agreement, provided, however, that nothing in this clause shall be construed as a guarantee of performance of the successor or assign by the Hospital. Further, upon assumption of this Agreement by the successor or assign, the Hospital's liability under such Agreement shall terminate. Nothing herein shall operate to impose this Agreement on any employees not included in the bargaining unit described in Article 1 hereof as a matter of law, or to prevent the discontinuance of operations or the reduction of operations or transfer of operations to another entity or location.

**ARTICLE 25  
NO STRIKES/NO LOCKOUT**

1. During the term of this Agreement, no Registered Nurse shall engage in any strike, sympathy strike, picketing, walkout, slowdown, or any other concerted

stoppage of work, and the Union will not call, sanction, support, or engage in any such action.

2. If there is any violation of the foregoing provisions, the Hospital may take disciplinary action, up to and including discharge, which may be grieved by the Registered Nurse.

3. Should any violation of this Article occur, the Union shall immediately take all reasonable actions required to bring it to an immediate end.

4. The Hospital shall not institute, declare, or cause or to attempt to institute, declare or cause any lockout of the Registered Nurses.

## **ARTICLE 26 MANAGEMENT RIGHTS**


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

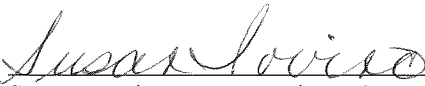
**ARTICLE 27  
DURATION**

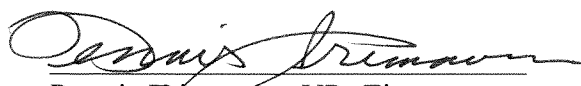
This Agreement is effective as January 1, 2006 and shall continue in full force and effect through December 31, 2008.


In witness whereof, the parties have hereunto set their hands and seals this 11<sup>th</sup> day of MAY, 2006.

FOR THE HOSPITAL

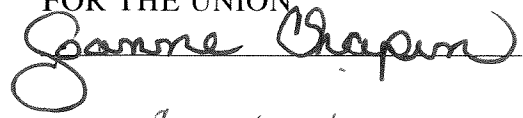
  
Richard E. Pugh, President & CEO

  
Susan Iovino, VP, Patient Care Svcs.

  
Dennis Primavera, VP, Finance

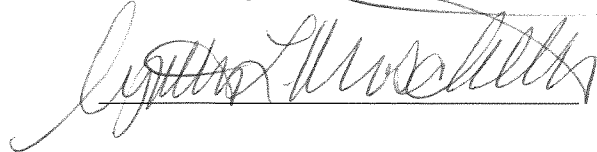
  
Robert Sommer, VP, Human Resources

FOR THE UNION



  
Cath H. Novicky





MEMORANDUM OF SIDE AGREEMENT  
BETWEEN  
NEW MILFORD HOSPITAL  
AND  
NEW MILFORD HOSPITAL FEDERATION OF REGISTERED NURSES  
FNHP, AFT-CT, AFT, AFL-CIO

1. The parties agree that as of September 30, 2006; September 29, 2007; and September 27, 2008, Paid Time Off (PTO) hours accrued in excess of the maximums listed in Article 17: PTO, shall be transferred to the Registered Nurse's Extended Sick Leave Bank. However, if the Hospital must cancel a previously approved PTO request schedule for the fourth quarter of the fiscal year, the Registered Nurse will be given a three month extension into the first quarter of the new fiscal year, during which she must use up all excess PTO hours or they will be converted to ESL.
2. The parties agree that if an Assistant Nurse Manager is absent from either the Three East or Pediatric unit, a charge nurse shall be designated in each such unit and paid charge premium in accordance with Article 16 of the Agreement.
3. With respect to Article 3, paragraph 4(h): Ethical Practice and Professional Role of the Nurse, after taking all reasonable measures not to assign charge to a nurse who prefers not to take such charge, the parties agree that if there is not other qualified Registered Nurse available to assume charge responsibility (excluding nursing management), a Nurse Manager or her designee may assign charge responsibility to a qualified Registered Nurse scheduled to work, even though such nurse prefers not to assume charge responsibility.

Notification that a Registered Nurse is to assume charge responsibility shall be given as far in advance as practicable.

4. With respect to Article 9: Hours of Work, and Article 10: Postings and Vacancies, the parties agree that a conflict may occur regarding the rights of an employee in these two Articles if a vacancy occurs in a bargaining unit position with a weekend commitment. In such situation, on a case-by-case basis, the parties will make very reasonable effort to avoid having a Registered Nurse who bids for such position, assume the additional weekend commitments. Such reasonable efforts shall include, but not limited to, ensuring that all relevant Registered Nurses meet their weekend commitment. If after, exhausting such efforts, the Registered Nurse is not willing to work the additional weekends required, then she shall not be entitled to the position. If the Registered Nurse assumes the weekend commitment, it will be reduced as soon as practicable.



5. With respect to Article 9: Hours of Work, the parties agree that, unless a Registered Nurse voluntarily agrees, the Hospital should not schedule a Registered Nurse with less than twelve hours between shifts. In view of this, the Hospital will make every reasonable effort not to schedule a Registered Nurse to commence a shift within twelve hours of completion of her prior shift, and the parties recognize the following:
- a. a Registered Nurse's request for time off may not necessarily be honored, if it creates such a scheduling conflict,
  - b. a Registered Nurse's scheduled work weekend may be altered, and
  - c. such efforts do not include a requirement that the Nurse Manager work the shift in questions.
6. With respect to Article 16: Compensation, it is agreed that, the Hospital will pay for Registered Nurse certifications under the following circumstances:
- a. \$1,000 bonus to be paid once annually during the month of January of each calendar year during the life of the contract,
  - b. upon the Registered Nurse's achieving and thereafter maintaining, current national certification in an area in which she is currently working, as of the date of payment,
  - c. a bonus of \$500 shall be paid to Registered Nurses who work less than 24 control hours as of December 31 of the calendar year prior to payment, and to per diem nurses who have met their scheduled work commitments for the calendar year prior to payment.
  - d. the Hospital will prepare a list of the certifications for which payment shall be made hereunder, which list shall be reviewed annually,
  - e. responsibility for submitting appropriate documentation annually in December to the Department of Human Resources for annual payment rests with the Registered Nurse, and
  - f. a Registered Nurse shall not receive more than one such bonus per year.

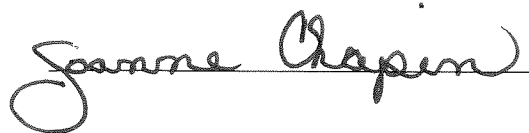
7. The parties agree that Registered Nurses will be given timely notification of current requirements or changes in state, federal or other regulatory and/or validation requirements that are applicable to them and of any training requirements that may apply. Consistent with patient needs and staffing requirements, the Hospital will endeavor to allow each Registered Nurse adequate time to fulfill any necessary training requirements. Registered Nurses who fail to meet their mandatory obligations will be disciplined, up to and including discharge.
8. The parties agree that a Registered Nurse who is on valid disability leave from New Milford Hospital and who has filed a claim for Workers' Compensation benefits may request a loan from the Hospital for the amount of such benefits if she has not heretofore received such Workers' Compensation benefits. The Hospital will grant such loan within seven (7) calendar days from the time that the Human Resources Department receives such nurse's claim. The Registered Nurse shall sign a loan agreement. In that event, the Hospital will loan the Registered Nurse an amount equivalent to the estimated Workers' Compensation benefits she would otherwise have received from the Workers' Compensation Commission. The benefits provided under such loan will continue for no more than four weeks or until the Hospital's insurance carrier denies the Registered Nurse's Worker's Compensation claim, whichever comes first.
9. In the implementation of the new Paid Time Off (PTO) and Extended Sick Leave (ESL) provisions of the 2000-2002 contract, the following shall apply: Any vacation time, holiday time, and the first three (3) days of any sick leave a Registered Nurse has available on December 31, 1999 shall be carried over as PTO, and any additional sick leave a Registered Nurse may have accumulated as of December 31, 1999 shall be carried over as ESL.

FOR THE HOSPITAL:



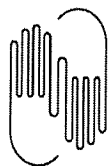
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FOR THE UNION:



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# New Milford Hospital

Member  
NewYork-Presbyterian Healthcare System  
Affiliate: Columbia University College of Physicians & Surgeons

21 Elm Street  
New Milford, Connecticut 06776  
Phone: (860) 355-2611, Ext. 4405  
Fax: (860) 210-7422  
E-Mail: [sommer@newmilthosp.org](mailto:sommer@newmilthosp.org)

May 11, 2006

Mrs. Joanne Chapin  
President, New Milford Hospital Federation of Registered Nurses  
151 Chapin Road  
New Milford, CT 06776

Dear Joanne:

Issues arose during contract negotiations regarding acuity. Please rest assured that acuity is taken into consideration when determining staffing needs and though we are not presently in a position to quantify it, we certainly recognize it is a relevant factor. Efforts will continue to develop a reliable measurement tool.

Sincerely,

Susan Lovino  
Vice President, Patient Care Services