COLLECTIVE BARGAINING AGREEMENT BETWEEN MANCHESTER MEMORIAL HOSPITAL

-AND-

AFTCT, LOCAL 5055, FEDERATION OF NURSES AND HEALTH CARE PROFESSIONALS AFT, AFL-CIO

May 13, 2026 to May 13, 2029

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PURPOSE AND PREAMBLE

The Federation is the certified bargaining representative of the nurses described hereafter in Article I, and as such certified representative, is the exclusive spokesman for such nurses with respect to employer-employee relations. The purpose of this agreement is to establish equitable employment conditions for staff nurses and an orderly system of employer-employee relations.

The parties recognize that the primary concern of the Hospital and the nurses is to assure the best quality patient care within their capabilities and accordingly will work together to achieve this goal.

Now therefore, in consideration of the mutual promises and agreements herein contained, the Hospital and the Federation hereto mutually agree as follows:

ARTICLE I RECOGNITION

The Hospital recognizes AFTCT, Local 5055, Federation of Nurses and Health Care Professionals, AFT, AFL-CIO, hereinafter referred to as "Local 5055" as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other terms and conditions of employment of all Registered Nurses employed by Manchester Memorial Hospital (the Hospital) and by Rockville General Hospital at its Vernon, CT facility as Staff Nurses and/or Charge Nurses employed on either a full-time or part-time basis excluding per diem nurses as defined and set forth in the State Labor Relations Board Decision and Direction of Election, dated May 27, 1969, Case #E-l745, and as amended by the "Certification of Results of Election" issued by the National Labor Relations Board on December 12, 1975 in Case No. 1-RC-14,062 and as amended by the National Labor Relations Board on June 25, 1982, in Case No. 39-AC-12.

ARTICLE II DEFINITIONS

Section 1. The term "Staff Nurse" as used in this agreement refers to any nurse licensed by the State of Connecticut as a Registered Nurse employed by the Hospital in a position involving the providing of nursing care to patients of the Hospital.

Section 2. The term "Charge Nurse" as used in this agreement refers to a "staff nurse" who assumes responsibility for the direction of a patient care unit on any shift for the administration and ministration of nursing care to the patients in the unit for two (2) hours or more on any shift, and who, during such any two (2) hours, is under the direction of the Senior Vice President-Patient Care Services or his/her designee. The Hospital reserves the exclusive right to create, merge, discontinue or otherwise change nursing units/areas. The question of charge nurse pay for all new unit/areas of newly created units must be by mutual agreement. Only for the purpose of

determining who is eligible for charge nurse premium, the following will be designated as patient care units:

1. 1 East (SCU) - MMH
2. 2 East – MMH
3. 3 North - MMH
4. 3 West - MMH
5. Ambulatory Medical Unit (AMU) - MMH
6. Ambulatory Surgical Unit (ASU) - MMH
7. Behavioral Health Unit – Adolescent/Child Inpatient - MMH
8. Behavioral Health Unit - Adult Inpatient – MMH at RGH campus
9. Behavioral Health Unit – Dual Diagnosis – MMH
10. Behavioral Health Unit – Older Adult/Geri - MMH at RGH campus
11. Behavioral Health Unit – Young Adult/Older Adolescent – MMH at RGH campus
12. Bissell III - RGH
13. Cardiac Rehab & Stress Lab – MMH and RGH
14. Critical Care Suite – MMH
15. Emergency Department – MMH and RGH
16. Family Birthing Center – MMH
17. Float Pool – MMH
18. GI/Endoscopy – MMH and RGH
19. IV Therapy - MMH
20. Maternal Fetal Medicine - RGH
21. NICU – MMH
22. Operating Room and Operating Room Registered Nurse Residency (MMH and RGH)
23. Post Anesthesia Care Unit (PACU) - MMH
24. Wound Center – MMH

Section 3. The term "full-time nurse" as used in this agreement refers to a "staff nurse" who is regularly scheduled to work at least 40 hours per week exclusive of mealtime. For health insurance benefits only, a registered nurse who is budgeted for 30 or more hours per week, exclusive of mealtime, shall be considered a full-time nurse.

Section 4. The term "part-time nurse" as used in this agreement refers to a "staff nurse" (who is not classified as a "full-time nurse" as defined above), who regularly works less than 40 hours per week.

Section 5. A per diem nurse is one whose hours are not guaranteed and is not regularly scheduled. Per diem nurses will be required to maintain and improve their clinical skills and competence. The following procedures will be used before calling per diem nurses:

A. A list of vacancies in the schedule will be posted in individual nursing units six (6) weeks in advance. A per-diem nurse may be picked up for posted vacant shifts with the provision that up until twenty-one (21) days before a scheduled work shift, a qualified part-time nurse may bump a per-diem nurse. It is understood that part time nurses will not sign up for the vacant slots if such would result in overtime, unless approved in advance by the Hospital.

B. In the event a nurse calls off less than fourteen (14) days prior to his/her scheduled workday, or in emergency situations where no nurse has been scheduled, the Hospital will call those part time nurses who have volunteered to be available. In this regard, to facilitate scheduling, part time nurses must refuse or accept such offer to work the vacant slot within a reasonable, but brief time after the offer is made. In the event there are insufficient volunteers to fill vacancies, the Hospital may fill same with per diems, temporaries, agency or travel nurses.

C. It is not the intent of the Hospital to have a per diem, temporary, agency or travel nurse bump a regularly scheduled nurse from his/her regularly scheduled work location. However, the parties recognize that in compelling circumstances, such may be unavoidable in order to satisfy patient needs.

Section 6. A "temporary nurse" is one who is employed by the Hospital on a temporary basis.

Section 7. An “agency nurse” is one who is employed by an outside agency on an as-needed basis.

Section 8. A “travel nurse” is one who is employed by an outside agency for a contracted period of time.

Section 9. For the purposes of this agreement, the "straight time hourly rate" shall be the basic rate paid to each nurse for each hour worked during the regularly scheduled work period, exclusive of any premium payments specified in Article VII hereof.

Section 10. The term "regular pay" as used herein will be understood to refer to a nurse's straight time hourly rate plus shift differential.

Section 11. The Hospital agrees that bargaining unit members do not, under the presently assigned duties, perform any supervisory duties.

Section 12. The term “Fee-for-Service” nurses shall describe those Full-time and Part Time Registered Nurses who agree in writing to waive participation in all health and welfare benefit plans (but not including retirement), who provide proof of alternate insurance coverage as the Hospital may require, and who meet such other eligibility requirements as may be specified from time to time in plan documents and regulations. Following ratification of this Agreement, the Fee-For Service program shall be eliminated. Employees currently enrolled in the program at the time of ratification, will be eligible to maintain their status through the pay period which ends on December 26, 2026.

ARTICLE III MANAGEMENT RIGHTS

Section 1. Except to the extent expressly abridged by a specific provision of this Agreement, the Hospital reserves and retains, solely and exclusively, all rights and authority to operate, manage and administer the Hospital, including all such rights and authority as existed prior to the execution of this Agreement. The sole and exclusive rights and authority of the Hospital which are not abridged by this Agreement shall include but are not limited to its rights and authority to establish or continue its policies, practices, rules, regulations and procedures and, from time to time, to

change or abolish such policies, practices, rules, regulations and procedures. The Hospital can make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, discipline, safety and the effective delivery of quality care and standards of quality performance.

Section 2. All nurses covered hereby will be required to abide by and adhere to all Hospital written rules and policies so as to assure best possible patient care and the efficient operation of the Hospital.

Section 3. No nurse covered by this Agreement shall sponsor, promote, authorize, engage in, condone, encourage or participate, in any slowdown, refusal to work, work stoppage, strike, or other unlawful concerted activity. Only the question of whether a particular nurse or nurses engaged in any such conduct violative of this provision shall be subject to the Grievance Procedure herein. Any nurse discharged or otherwise disciplined under this clause will receive written notification of such by the Hospital and such nurse will have the right to institute such grievance at Step 3 of the Grievance Procedure. Any nurse found to have violated this provision may be discharged or otherwise disciplined without recourse to the Grievance Procedure herein.

Section 4. The Hospital agrees that it will not lock out its nurses during the term of this Agreement.

ARTICLE IV ROLE AND RESPONSIBILITY OF THE STAFF NURSE

Section 1. It is mutually agreed that the Role and Responsibility of the Staff Nurse with respect to nursing care of the patient includes, but is not limited to:

A. The practice of nursing by a Registered Nurse is defined by the Connecticut Nurse Practice Act, as the process of diagnosing human responses to actual or potential health problems, providing supportive and restorative care, health counseling and teaching, case finding and referral, collaborating in the implementation of the total health care regimen and executing the medical regimen under the direction of a licensed physician or dentist.

B. Role and Responsibility of the staff nurse is to meet the current American Nurses' Association Standards of Clinical Nursing Practice and as they may be modified from time to time.

1. Collect data about the health status of the patient and record in a systematic and continuous manner.
2. Derive nursing diagnoses from health status data.
3. Plan nursing care including goals derived from nursing diagnoses.
4. Plan of nursing care includes priorities and the prescribed nursing approaches or measures to achieve the goals.
5. Provide for patient and family participation in the health promotion, maintenance, and restoration.
6. Assist the patient to maximize his health capabilities.
7. Determine and evaluate, in cooperation with the patient, the progress or lack of progress towards goal achievement.

8. Reassess previous goals, reorder priorities, set new goals, and revise the plan of nursing care.
9. Be familiar with the health resources available in the community and Hospital, identify the need for continuity of care and initiate and/or institute the appropriate action to meet this need.
10. Concern themselves with mastering scientific knowledge as well as tasks, so that they can effectively manage the clinical process of nursing.

ARTICLE V COMMITTEES AND COUNCILS

Section 1. Nurse Recruitment and Retention Committee

A. In recognition of the nursing staff's ability to provide unique input into the establishment of strategies and tactics designed to recruit and retain qualified nursing staff, the existing ECHN Nurse Recruitment and Retention Committee will include no less than five (5) bargaining unit employees who, to the extent possible, are from different shifts and units and who are mutually agreed by the Union and the Hospital will serve on the committee.

B. A subcommittee of ECHN's Recruitment and Retention Committee will assist with the nurse staffing plan consistent with the requirements of Connecticut Public Act 08-79, i.e., a plan that promotes a collaborative practice in the Hospital that enhances patient care and the level of services provided by nurses and other members of the Hospital's patient care team. The nurses will be paid their straight-time hourly rate while attending such meetings.

Section 2. Nursing Quality Council

In recognition of the nursing staff's ability to effectively participate in the development of patient-care quality standards and measurement tools, the existing ECHN Nursing Quality Council will include no less than four (4) bargaining unit nurses. The nurses must represent a cross section of nurses at the hospital. The nurses will be paid their straight-time hourly rate while attending such meetings.

Section 3. Labor Management Committee

A. In an effort to promote collaboration, cooperation, respect and positive labor relations, the parties agree to form a Labor Management committee.

B. The Hospital and the Union will have a labor management meeting once each calendar quarter, or as often as mutually agreed, to communicate issues or concerns related to wages, hours and other conditions of employment. Among the issues that may be discussed are issues related to staffing. Representatives of the Labor Management Committee may report their conclusions and recommendations to the Nurse Recruitment and Retention Committee as it relates to staffing.

C. The Labor Management Committee will consist of both the Senior Vice President, Patient Care Services (or his/her designee) and the President of the Union (or his/her designee), and a standing committee of up to three (3) others, or more, if mutually agreed. The nurses must represent a cross section of nurses at the hospital, with no more than one (1) nurse from any one unit. The nurses will be paid their straight-time hourly rate while attending such meetings. Before the meeting, each party will communicate in writing any proposed agenda items. The parties will discuss and agree to the agenda at least three days before the meeting. If based on the agenda the Hospital has confidentiality concerns, the Union agrees to discuss with the Hospital reasonable accommodations to those concerns.

D. Any agreements reached will be reduced to writing and signed by both parties. No provision in this Article will limit or alter any provision of this agreement or the Hospital's management rights. Topics and discussions will not constitute bargaining as defined by the National Labor Relations Act, unless mutually agreed to by the parties.

Section 4. Negotiations

A maximum of five (5) nurses who, to the extent possible, are from different shifts and units will be compensated for any loss of pay incurred by them when they attend meetings to negotiate a new contract between the parties which are during their regular shift hours and for which they are not otherwise compensated. The fifth (5th) nurse will be compensated only if the fifth (5th) nurse is not from the same nursing unit(s) (as defined in Article XXVI of this Agreement) represented by the other four (4) nurses. The Unit President or his/her designee will notify the Nurse Manager/Designee at least five days in advance of any scheduled negotiating meetings of the five (5) nurses to be relieved from duty and compensated. Upon request of the Unit, the Chief Clinical Officer or designee may waive part or all of the five-day notice period.

ARTICLE VI HOURS OF WORK, SCHEDULES, and CROSS CAMPUS FLOATING

Section 1. Work schedules shall be as follows:

A. Full-time staff nurses shall be regularly scheduled for at least a forty (40) hour work week exclusive of mealtime and the normal workday may consist of eight (8), ten (10), or (12) hour shifts per day or such other shift lengths as may be established by the Hospital based on operational and patient care needs, exclusive of mealtime.

B. In view of the existing problems in providing the necessary nursing coverage, changes in schedules may be made by the Hospital as nursing needs require.

C. Vacancies will be filled in accordance with Article XXIV of this Agreement.

Section 2. All staff nurses who work (5) or more hours during a workday shall receive a rest period (coffee break) on or off his/her unit as determined by her immediate supervisor.

Section 3. Staff schedules, which shall include scheduled days off, will be posted at least four (4) weeks in advance. Reasonable efforts will be made by both parties to adhere to such schedules. Any staff nurse seeking a change in her schedule must submit such a request in the electronic

staffing and scheduling program at least five (5) weeks in advance of the requested day and will obtain the written approval of the Nurse Manager. Answers to such requests shall be given within two weeks after the request is made via the electronic staffing and scheduling program.

Section 4.

A. Staff nurses will be expected to accept floating assignments to units to which they are not normally assigned. The Hospital shall only float nurses to units to which they are not normally assigned if they are qualified to perform the work and based upon operational and/or patient care need. In the event there is a need to float nurses pursuant to this Section 4, volunteers will be sought. If there are multiple volunteers, the nurse with the most seniority will be floated. In the event there are insufficient volunteers, floating shall be done on a rotational, inverse seniority basis.

B. Orientation will be provided to units within the Hospital not normally worked by the Nurses. The Nursing Education Department will contribute to the orientation of nurses and the Nursing Education Department will take into account the training, education and experience of each individual nurse in providing such orientation. Nurses will not be required to float to another unit until completion of the orientation process.

C. When a nurse is assigned work outside of their regular assignment:

1. The nurse must have documented skills appropriate to the unit s/he will be working on.

2. Whether a nurse has the required skills and experience to work safely in the unit shall

be within the unit manager's discretion and judgment.

3. Disagreement over whether a nurse is qualified to perform work within the meaning of this Section shall initially be dealt with by informal means by the nurse speaking with his/her manager.

Section 5. Prior to the transition to the Paid Time Off (PTO) program, when a Nurse is unable to report to work due to a severe weather emergency such Nurse shall use either a vested vacation day or holiday. Upon the transition to the new PTO program, Nurses shall use vested and available PTO. Such absences, however, may lead to progressive correction action.

Section 6. Bearing in mind the needs of the Hospital, particularly the number of nurses the Hospital determines it needs to properly staff the Hospital, the parties hereby agree that the following principles will apply for weekend scheduling:

A. Contingent upon the availability of a number of nurses for the Hospital to properly staff the Hospital during the weekends, the Hospital will continue to schedule nurses to work no more than two (2) out of four (4) weekends unless requested by a staff nurse.

B. Nurses scheduled to work on a weekend shall be required to meet their schedules unless arrangement for a replacement has been made by the nurse involved and approved by the Nursing Manager/Designee at least twenty-four (24) hours prior to the start of the scheduled weekend duty. Nurses who fail to arrange for an acceptable substitute and/or fail to work their assigned weekend duty place an unfair burden upon those nurses who do

work their assigned weekend duty and accordingly may be subject to corrective action in accordance with Article XIX -Section 2 for failing to meet this obligation. The Federation and its members will actively cooperate with the Hospital to ensure that the Hospital's needs for weekend duty are met. Emergency situations will be handled directly with the Nurse Manager or Designee.

C. The Hospital may require such nurses to make up such weekends, within sixty (60) days, missed on a future date. At the discretion of management, nurses will be provided four (4) weeks' notice of the make-up weekend. After a nurse calls out for one weekend shift in twelve (12) months, they may be required to make up further weekend absences at their manager's discretion. Nurses shall be provided four (4) weeks' notice of their make-up date.

Section 7. All staff nurses are required to work their scheduled hours unless other arrangements for substitute service have been made which such arrangement is approved by the Senior Vice President-Patient Care Services or his/her designee.

Section 8. There shall be no permanent mandatory rotation of shifts without prior consultation with the Unit.

Section 9. Flexible Shift Positions

A. The normal starting and ending time for a flexible shift on a unit or units will be determined by the Hospital after consultation with the staff and the Federation. The flexible shift hours will then be posted, and nurses will have the opportunity to volunteer for such flexible shift. Initially, in making its selection of volunteers to fill such flexible shift positions, preference will be given first to nurses working in the unit, and then to nurses throughout the Hospital, in accordance with Article XVII. However, once a nurse is selected to fill a flexible shift position, the nurse must remain in such position for a minimum of six (6) months or until the Hospital terminates such flexible shift, whichever is sooner. If the Hospital is considering terminating a flexible shift, the Hospital will first discuss such termination with the Federation.

B. If the Hospital terminates a flexible shift, the Hospital shall return any nurse on such terminated shift to his/her former shift schedule, (and to his/her unit if a vacancy exists). However, if the nurse on a terminated shift had not worked previously in another shift at the Hospital such nurse will be allowed to apply for any other vacancy in accordance with ARTICLE XXIV.

C. Once a flexible shift in the unit has been established and staffed, vacancies on such flexible shift will be filled in accordance with ARTICLE XXIV, Section 3.

D. If the Hospital decides to institute flexible shift schedules, it will, after consultation with the Federation post such flexible shift schedule. Any such new schedule will provide for a shift premium in accordance with ARTICLE VII, Section 3(f).

Section 10. Shift Cancellation

A. 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 scheduled shift in the following order:

1. Agency/Travel nurses if the agency contract permits cancellation without a penalty;

2. Temporary nurses employed by the Hospital;

3. Nurses working overtime;

4. Nurses receiving an Extra Shift Bonus;

5. Volunteers;

6. Per Diem nurses (unless there is need for the nurse to work the shift for the nurse to maintain required competencies);

7. Nurses working an extra shift;

8. On an equitable basis, nurses who have already worked their budgeted hours during that workweek;

9. On an equitable basis, nurses who have not yet worked their budgeted hours during that workweek.

B. Nurses who are asked to volunteer to take their regularly scheduled shift off will have the option of cross-training in another unit within the Hospital which has been agreed upon by the Hospital and the nurse in question and provided further that a non-orientating nurse is on duty and available to cross train such R.N. If there is an insufficient number of volunteers to take the shift off or if the cross training on another unit cannot be accommodated the Hospital shall make a written record of the date, shift and unit on which this occurred. In the event there are three (3) such recorded instances of an insufficient number of regularly scheduled nurse(s) to volunteer to either take the shift off or to cross train in another unit in any thirteen (13) week period, the Hospital may, when the need to reduce staff arises, relieve the regularly scheduled nurse from his/her shift on a fair rotating basis after exhausting step 1 through 5, above. Nurses shall not be involuntarily relieved from a regularly scheduled shift more than two (2) times per calendar quarter.

C. The Hospital will provide the nurse with as much notification as possible of a shift cancellation, but in no case later than two (2) hours before the beginning of the shift.

D. If the Hospital attempts to but is not able to contact a nurse who is working an extra shift to cancel such shift, the nurse may be asked to leave when he/she reports to work.

E. Employees who are called off for Low Volume Time (LVT) due to low census can choose to take such time as LVT – Paid (LVTP) or LVT – Unpaid (LVTUP), up to their scheduled hours. LVTP is paid at the employee's base rate and paid from the PL bank.

F. Employees, who are requested and agree to remain on-call while using LVTP or LVTUP, if called in are expected to report to work within forty-five (45) minutes. Low Volume Time and On Call end when the employee badges in. Employees on LVTP or LVTUP are not eligible for the Call-In (CI) pay code, as only employees with scheduled On Call are eligible for this code.

G. Employees who are scheduled off due to a Holiday or PL may not be simultaneously on- call.

H. If a nurse elects not to get paid, such unpaid hours will be regarded as "hours paid" when calculating paid leave time in Article XI, Section 4 and Article XII Section 1(a). When LVTP time is used for a cancelled shift, such cancelled shifts will be considered as time worked for overtime purpose only.

I. When nurses take unpaid time off, such unpaid time does not count for pension purposes.

Section 11. Cross campus Scheduling and Float Assignments:

A. The Employer shall create a centralized float pool department consisting of budgeted hours float positions that will staff service lines including but not limited to critical care, perioperative services, and medical-surgical and behavioral health.

B. Employees in the budgeted hours float pool will receive an additional five dollars ($5.00) per hour for each hour actually worked while floating.

C. Employees in the budgeted hours float pool are subject to the same terms and conditions as outlined in the CBA in place at MMH, including applicable shift premiums and overtime.

D. Any employee who is hired into a budgeted hours float position will be scheduled at either MMH and RGH campus as operational and patient care needs warrant.

E. The Employer reserves the right to modify or suspend the budgeted float pool and shall give the Union 30 days' notice before modifying or suspending the budgeted float pool.

F. If either MMH or RGH is understaffed and there is a need for nurses to float, the nurses in the float pool will be utilized first, based on qualifications and training, for this need.

G. In the event there are insufficient float pool department nurses to cover operational and patient care needs, the Employer shall have the option of floating a nurse in the bargaining unit who is not in the float pool to cover those needs.

H. If there are no volunteers to float to assist a location, mandating will be made under the following guidelines.

I. Inverse seniority on a fair and rotating basis per calendar year.

II. A nurse shall not be mandated more than one time per quarter.

III. Nurses shall only be floated to similar units at another hospital campus.

I. Nurses assigned to or who volunteer to work at a sister location shall be compensated an additional $5.00 per hour per shift

J. The Employer will use bargaining unit nurses for the staffing needs outlined in this Agreement before using non-bargaining unit nurses.

K. This Agreement shall not be used as a pretext for changing the employment status of a bargaining unit nurse (e.g., full-time to part-time).

L. Registered Nurses hired after the ratification of the contract 02/21/2023 (i.e., 02/22/23) are not eligible for the premium pay provisions outlined in Article VI, Section 11.

M. Network Nurses - All Registered Nurses hired after ratification of the MMH-RGH RN Merger Agreement 02/21/2023 (i.e., 02/22/23) shall be considered "Network RNs" for the purposes of cross campus floating and not be covered by the above procedures and differentials defined in (Article VI, Section 11). Nothing in this Agreement shall restrict the Hospital rights in assigning Network RNs to float assignments at either campus. All remaining application of the collective bargaining unit will default to the department the network registered nurse was hired into.

N. Unless otherwise stated herein, all other pre-existing contractual provisions will prevail.

ARTICLE VII PREMIUM PAY

Section 1. Overtime Premium

A. When a nurse works nine (9) or more consecutive hours, he/she shall be paid one and one- half (1-1/2) times his/her regular straight time hourly rate for all time after the first eight (8) hours. This provision sunsets pay period which ends on December 25, 2027.

B. A nurse shall be paid one and one-half (1-1/2) times his/her regular straight time hourly rate for all hours worked in excess of forty (40) hours in a period commencing Sunday at 12:00 a.m. (00:00) and terminating the Saturday at 11:59 p.m. (23:59).

C. A nurse who works a regularly scheduled shift longer than eight (8) consecutive hours, is eligible to receive overtime pay retro to all consecutive hours worked past the regularly scheduled shift, if the nurse works at least one (1) hour or more beyond that regularly scheduled shift. This provision sunsets the pay period which ends on December 25, 2027.

D. A paid holiday, vacation, or PTO specified hereunder falling within an employee's work week shall not be considered as time worked for the purpose of computing overtime hereunder. Pay in lieu of compensatory time off for a holiday shall not be considered as time worked for the purposes of computing overtime.

E. Prior to ratification of this Agreement, the Fee-for-Service $2.50 per hour supplement shall be added to the base pay of fee-for- service nurses for the calculation of overtime as required by law only. Following ratification of this Agreement, the Fee-For Service program shall be eliminated. Employees currently enrolled in the program at the time of ratification, will be eligible to maintain their status through the pay period which ends on December 26, 2026.

Section 2. Charge Nurse Premium

Any staff nurse who is assigned as a charge nurse for two (2) or more consecutive hours per shift, shall receive a charge nurse premium, which, during the life of this contract, shall be Two Dollars ($2.00) per hour for each hour worked as a charge nurse during such shift. Registered Nurses with charge rates greater than Two Dollars ($2.00) that were frozen at their current rate and paid a converted flat rate from their percent charge rate as of January 1, 2012 will continue to remain in effect.

Section 3. Shift Premium

A. Evening Premium. A shift premium of $5.25 per hour shall be paid to each full and part-time nurse for each hour such nurse works on the second shift for registered nurses hired on or after 10/1/08. Registered nurses hired before 10/1/08 were converted to a flat rate, which increased by $.75 from the 2019-2022 Collective Bargaining Agreement, from their percentage differential rate as of 9/28/08. These rates were implemented effective the first full payroll period after July 3, 2022, and remain in effect.

B. Night Premium. A shift premium of $7.00 per hour shall be paid to each full and part-time nurse for each hour such nurse works on the third shift for registered nurses hired on or after 10/1/08. Registered nurses hired before 10/1/08 were converted flat rate, which increased by $1.00 from the 2019-2022 Collective Bargaining Agreement, from their percentage differential rate as of 9/28/08,. These rates were implemented effective the first full payroll period after July 3, 2022, and remain in effect.

C. Prior to March 17, 2029, Employees who work at least two (2) or more hours during the period of 3:00pm – 7:00am will receive the applicable shift premium in addition to their straight time hourly rate of pay for the hours worked within the period as set out below:

- Evening Premium: 3:00pm – 11:00pm
- Night Premium: 11:00pm – 7:00am

D. Effective March 17, 2029, Employees who work at least four (4) or more hours during the period of 3:00pm – 7:00am will receive the applicable shift premium in addition to their straight time hourly rate of pay for the hours worked within the period as set out below:

- Evening Premium: 3:00pm – 11:00pm
- Night Premium: 11:00pm – 7:00am

E. Whenever a nurse who has worked third shift is scheduled to continue working beyond 7:00am, that nurse shall continue to receive Night shift premium up to 8:15a.m.

Section 4. Weekend Premium

A weekend premium of $7.00 per hour shall be paid to each full and part-time nurse for each hour such nurse works for registered nurses hired on or after 10/1/08. Registered nurses hired before 10/1/08 were converted to a flat rate, which increased by $1.00 from the 2019-2022 Collective Bargaining Agreement, from their percentage differential rate as of 9/28/08. For the purposes of

this provision, a weekend shall be deemed to commence Friday at 11:00 p.m. and ends Sunday at 10:59 p.m.

Section 5. Special Weekend Bonus

A nurse shall receive, in addition to the weekend premium, a special weekend bonus of Fifty Dollars ($50.00) for each full eight (8) hour weekend shift the nurse works over the required four weekend shifts out of eight weekend shifts set forth in Article VI, Section 6(a), when such extra weekend is worked at the request of the Hospital.

In addition to this special weekend bonus, the Union agrees that the Hospital, in its sole discretion, may elect to implement, modify and terminate other and different bonuses (not limited to weekend bonuses) as the Hospital may from time-to-time offer to its nurses to induce those nurses to work extra shifts. In the event the Hospital wishes to implement, modify or terminate such program(s), the Union agrees that the Hospital will notify the Union in writing but is not obligated to consult or bargain with the Union prior to such action. The Union agrees that the grievance procedures within the CBA will be used only to address instances of departments failing to follow the Hospital's written description of such program(s).

Section 6. On Call

Effective the first full payroll period after ratification of this Agreement, staff nurses on call shall receive ten dollars ($10.00) per hour for each hour they are on call. The hourly on call payment continues during the on-call period and is not added to the hours actually worked by the nurse. Such staff nurses who are called to work shall receive, during the period they are at work, a fifty percent (50%) premium in addition to their straight time hourly rate, plus shift and overtime premiums, when applicable. Nurses shall receive a minimum of two hours pay when they work pursuant to being called in. Units that have an on-call requirement as a regular part of the job duty are Surgical Suite Department, Family Birthing Center and G.I. Lab. In all other units, the Hospital may ask a nurse to be on call on a voluntary basis. Voluntary on-call shall be paid the established on-call rate.

Section 7. Nurses who are called into work for special procedures during unscheduled hours shall receive, during the period they are at work, their straight time hourly rates, plus a fifty percent (50%) premium in addition to shift and overtime premium, when applicable. Such nurses shall receive a minimum of two (2) hours pay when they work pursuant to being called in.

Section 8. Nurses requested by the Nursing Office with less than twenty-four (24) hours' notice to work unscheduled hours will receive an additional One Dollar ($1.00) per hour for each hour actually worked plus applicable shift and overtime premiums. This Section shall be inapplicable to on-call nurses and to those part-time nurses who qualify for eight (8) hours pay at time and one-half under Article VII, Section 1 (A). This Section shall be inapplicable to Nurses who are requested by the Nursing Office 24 or more hours in advance and the Nurse agrees to the request with less than twenty-four (24) hours to go.

Section 9. Extra Shift Bonuses will be provided in accordance with Hospital policy in place at the time.

ARTICLE VIII SALARIES

Section 1. A newly hired Registered Nurse (except for fee for service workers and nurses working a modified Baylor-type schedule) will not be paid at a base hourly rate greater than to the highest paid Registered Nurse currently employed nurses with comparable experience.

Section 2.

A. Market Adjustments.

Reflected in Attachment A are increases to the steps effective the first pay period after ratification, October 1, 2027, and October 1, 2028.

1. Effective with the first full pay period which begins following ratification, all bargaining unit employees will be placed on the salary scale attached to this Agreement as Attachment A. Nurses currently compensated at Steps 21 through 25, or above the maximum rate of the prior wage schedule shall receive the greater of: (a) the new Step 20 rate on Attachment A, or (b) their current base hourly rate increased by one and one-half percent (1.5%).

2. Effective with the first full pay period which begins following October 1, 2027, the wage schedule set forth in Attachment A shall be increased as reflected in the revised schedule attached hereto. Nurses at or above the maximum step of the prior wage schedule shall receive the greater of: (a) the new Step 20 rate on Attachment A, or (b) their current base hourly rate increased by one- and one-half percent (1.5%).

3. Effective with the first full pay period which begins following October 1, 2028, the wage schedule set forth in Attachment A shall be increased as reflected in the revised schedule attached hereto. Nurses at or above the maximum step of the prior wage schedule shall receive the greater of: (a) the new Step 20 rate on Attachment A, or (b) their current base hourly rate increased by one- and one-half percent (1.5%).

B. Step Advancement.

1. Effective with the first full pay period which begins November 1, 2026, Nurses hired into the bargaining unit prior to May 31, 2026, will advance one Step on the wage schedule in Attachment A. Nurses hired prior to May 31, 2026, who were already at or above Step 20, shall receive a one and one half (1.5%) increase to their straight time hourly rate of pay in lieu of step advancement.

2. Effective with the pay period which begins following November 1, 2027, Nurses hired into the bargaining unit prior to May 30, 2027, will advance one Step on the wage schedule in Attachment A. Nurses hired prior to May 30, 2027, who were already at or above Step 20, shall receive a one and one half (1.5%) increase to their straight time hourly rate of pay in lieu of step advancement.

3. Effective with the first full pay period which begins following November 1, 2028, Nurses hired into the bargaining unit prior to May 28, 2028, will advance one

Step on the wage schedule in Attachment A. Nurses hired prior to May 28, 2028, who were already at or above Step 20, shall receive a one and one half (1.5%) increase to their straight time hourly rate of pay in lieu of step advancement.

Section 3. With the exception of the November 1, 2026, wage increase referenced above in Section 2(b)(1), all wage increases outlined in Section 2.B above are contingent upon the Registered Nurse receiving a "Meets Expectations" or above on their annual fiscal year performance evaluation.

Section 4. Prior to October 1, 2026, all full-time Clinical II Registered Nurses shall receive a flat rate annual reward of $1000 payable in quarterly payments of $250 each, as defined by the schedule below. Part-time Clinical II Nurses' reward shall be prorated, with the exception of October 1, 2024, wherein proration is no longer applicable. The first quarterly payment began on or about:

- October 1, 2025(no proration).

Section 5. Prior to October 1, 2026, all full-time Clinical III Registered Nurses shall receive a flat rate annual reward of $2000 payable in quarterly payments of $500 each, as defined by the schedule below. Part-time Clinical III Nurses' reward shall be prorated, with the exception of October 1, 2024, wherein proration is no longer applicable. The first such quarterly payment began on or about:

- October 1, 2025 (no proration).

Section 6. Prior to October 1, 2026, all full-time Clinical IV Registered Nurses shall receive a flat rate annual reward of $3000 payable in quarterly payments of $750 each, as defined by the schedule below. The first such quarterly payment began on or about:

- October 1, 2025 (no proration).

Section 7. Beginning October 1, 2026, all Full-Time and part-time nurses in budgeted positions of at least twenty-four (24) hours per week, shall be eligible to participate in the Professional Nursing Advancement Program (PNAP) as such program may change from time to time.

Section 8. In determining where a nurse shall initially be placed on the salary scale, the Hospital reserves the right to take into account the previous experience of any nurse.

Section 9. Annually, each nurse who has served the employer formally known as Eastern Connecticut Health Network, including its wholly owned affiliates, for ten (10) to fourteen (14) consecutive years as of December 1st shall receive a two hundred- and fifty-dollar ($250.00) longevity pay on the first payday in December. Each nurse who has served Eastern Connecticut Health Network, including its wholly owned affiliated, for fifteen (15) or more years shall receive annual longevity pay of five hundred and twenty-five dollars ($525.00). This provision sunsets on December 31, 2026.

Section 10. Commencing on January 1, 2026, nurses are paid biweekly on Thursday; however, when a Bank Holiday falls on a Thursday, paychecks will be issued a day prior on Wednesday. The Hospital will give at least thirty (30) days' notice prior to changing payroll cycles.

Section 11. Prior to ratification of this Agreement Fee-for-Service nurses as defined in Article II, Section 12, who sign a Fee-for-Service Eligibility Waiver, shall receive a $2.50 per hour fee-for-

service supplement in addition to the nurses' rate of pay for waiving participation in all health and welfare benefit plans (but not including retirement program) offered by the Hospital. This supplement shall begin to be paid effective with the first day of the month occurring 30 days after hire or upon change in benefit eligibility status as defined below.

A. Eligibility. Fee-for-Service eligible positions are defined as follows:

1. Full-time RNs (at least 35 scheduled hours per week)
2. Part-time I RNs (29-34.99 scheduled hours per week)

B. Change in benefit eligibility status will be determined as outlined below:

1. New hires become benefit eligible and if applicable, Fee-for-Service eligible on the 1st of the month following 30 days of employment.

2. For existing employees, except in case of a qualifying life event as defined by law, Fee-for-Service status may be selected or deselected annually only during the period when open enrollment in the Hospital's health and welfare plans takes place.

3. For employees who have completed 30 days of employment, transfers from regular non-benefit eligible status (part-time less than 20 scheduled hours per week) to benefit eligible status (scheduled 20 or more hours per week) or a Fee-for-Service eligible status (29+ scheduled hours per week) become effective the 1st of the month following the date of the status change. In case of a transfer from a Full-time or Part-time 1 position to a Part-time 2 position, the Nurse is benefit eligible but not Fee-for-Service eligible. In the case of a transfer to a position scheduled for less than 20 hours per week, the nurse will not be Fee-for-Service eligible or benefits eligible, but a nurse who was receiving benefits may continue benefits through COBRA. In the case of a transfer from per diem status to regular benefit eligible status and, if applicable, Fee-for-Service eligible status, the change in benefit status becomes effective on the 1st of the month following 30 days of the status change.

4. Transfers from a Fee-for-Service eligible status to a non-Fee-for-Service eligible status become effective upon the end of the month in which the nurse's status changes.

5. A rehire will become benefit eligible and/or Fee-for-Service eligible on the 1st of the month following their rehire date as long as she/he was benefit eligible within one year prior to the rehire date. Rehires who were not benefit eligible within one year prior to the rehire date, will become benefit eligible (and, if applicable, Fee-for- Service eligible) on the 1st of the month following 30 days from their rehire date.

Fee-for-service status, and payment of the $2.50 per hour supplement, shall continue provided the nurse maintains eligibility as described in the above section (unless the nurse elects to commence coverage under any of the health and welfare benefit plans offered by the Hospital after a qualifying life event as permitted by law). This $2.50 supplement shall not be included in the Fee-for-Service Nurse's base rate except for the calculation of overtime as required by law, nor shall it

be added to paid time off pay or calculations. Except in case of a qualifying life event as defined by law, Fee-for-Service status may be selected or deselected annually only during the period when enrollment in the Hospital's health and welfare benefit plans takes place.

Following ratification of this Agreement, the Fee-For Service program shall be eliminated. Employees currently enrolled in the program at the time of ratification, will be eligible to maintain their status through the pay period which ends on December 26, 2026.

Section 12. For the 2026 year, an annual "Certification Bonus" in the form of a flat payment of $250 will be paid to registered nurses whose control hours per week are twenty (20) or more and who receive or maintain certification in one of the following areas from an organization approved by the Senior Vice President - Patient Care Services or her designee. Additional certifications may be added at the discretion of the Senior Vice President of Patient Care Services. Such Certification Bonus will be paid for only one certification in any twelve-month period. Requests for Certification Bonus will be aggregated and paid during Nurses' Week at the time the payment is generated. Part-time nurses whose control hours per week are less than twenty (20) will receive a Certification Bonus of $125. This provision sunsets December 31, 2026.

ACROYNM	**CERTIFICATION**
A-CCC	Advanced Certification in Continuity of Care
ACM	Accredited Case Manager
AE-C	Certified Asthma Educator
CAPA	Certified Ambulatory Peri-Anesthesia Nurse
CCDS	Certified Clinical Documentation Specialist
CCM	Certification in Case Management
CCRN	Critical Care Registered Nurse
CDE	Certified Diabetes Educator
CDP	Certified Dementia Professional
C-EFM	Certified Electronic Fetal Monitoring
CEN	Certified Emergency Nurse
CFRN	Certified Flight Registered Nurse
CGRN	Certified Gastrointestinal Registered Nurse
CHCQM	Certified in Health Care Quality Management
CHPN	Certified Hospice & Palliative Care Nurse
CIC	Certified in Infection Control
CNM	Certified Nurse Midwife
CNML	Certified Nurse Manager Leader
CNN	Certified in Nephrology Nursing
CNOR	Certified Nurse Operating Room
CNS	Clinical Nurse Specialist in Adult Health
CPAN	Certified Post Anesthesia Nurse
CPEN	Certified Pediatric Emergency Nurse
CPHQ	Certified Professional in Healthcare Quality
CRNH	Certified Registered Nurse in Hospice
CRNI	Certified Registered Nurse Intravenous
CWOCN	Certified in Wound, Ostomy, Continence Nursing
IBCL	International Board of Certified Lactation Consultants
LCCE	Lamaze Certified Childbirth Educator

NBHPC	National Board-Certified Hospice and Palliative Care
NEA	Certified in Nursing Administration
OCN	Oncology Certified Nurse
ONC/ONCC	Orthopedic Nurse Certified
ONS	Fundamentals of Chemotherapy Immunology Certification
PMHCNS	Psychiatric-Mental Health Clinical Nurse Specialist
PMHN-BC	Psychiatric Mental Health Nurse-Board Certified
RNC	Registered Nurse Certified in: Continuing Education and Staff Development, Inpatient OB, Low Risk Neonatal Nursing, Maternal Newborn, Medical Surgical Nursing, Mental Health Nursing, Neonatal and Perinatal Nursing, Geriatric Nursing
SANE	Sexual Assault Nurse Examiner
WCC	Wound Care Certified
WHNP	Women's Health Care Nurse Practitioner

Section 13. An annual "BSN Bonus" in the form of a flat payment of $250 will be paid to registered nurses whose control hours per week are twenty (20). Requests for the bonus will be aggregated and paid during Nurses' Week at the time the payment is generated. Part-time nurses whose control hours per week are less than twenty (20) will receive a Certification Bonus of $125. This provision sunsets December 31, 2026.

Section 14. Upon request, the Federation President shall receive a report on the houses worked and usage per floor per job status for the previous month.

Section 15. The Hospital may implement market adjustments as necessary to assist with recruitment and retention. The Hospital will advise the Union of any planned market adjustments prior to implementation.

ARTICLE IX EVALUATIONS

Staff nurses will be evaluated each year within 30 days of the nurse's review date. The form of and method used for evaluations is within the sole discretion of the Hospital. A copy of the evaluation will be made available via the Hospital's HRIS at the time of the evaluation conference. All evaluations will become a part of a nurse's permanent record. Hospital determinations in this regard are not subject to Article XX, Grievance and Arbitration Procedure, of this Agreement. Where an evaluation directly results in a termination of employment or denial of a scheduled pay increase, however, the affected employee may file a grievance solely on the grounds that such adverse employment action was arbitrary or capricious. Any such grievance shall be processed through Step 2 of the Grievance Procedure but shall not be subject to arbitration.

ARTICLE X FEDERATION ACTIVITY

Section 1. Dues Deduction /Agency Fees

The Hospital agrees to accept a written authorization form from a Registered Nurse covered under the terms of this Agreement for the purpose of paying annual membership dues or agency fees. Such authorization is revocable at will and at any time by providing to the Senior Vice President of Human Resources a written indication. Dues will be deducted from each paycheck and forwarded to the Unit Treasurer on a monthly basis by the 1st of each month.

The Senior Vice President of Human Resources will send notices of dues revocation to the Unit Treasurer on a monthly basis by the 1st of each month.

Section 2. Information

The Hospital shall provide the Union, on a monthly basis, with the Monthly Report of Nursing Union Members. This report will include the nurses' name, department, control hours, dues status, hourly wage rate, address, and phone number. The Hospital shall also provide the Union with a copy of offer letters that have been accepted by new hires within one week after their date of hire.

Section 3. Federation Visitation Rights

An authorized representative of the AFTCT shall, after making arrangements with Senior Vice President of Human Resources or his/her designee, have admission to the Hospital for the purpose of administering this Agreement. The Senior Vice President of Human Resources shall designate the place of any conference between the AFTCT representative and employee. The duration of any such visitation or conference shall be subject to the needs of the Hospital and shall not interfere with patient care or the operation of the Hospital.

Section 4. Bulletin Boards

Nine (9) bulletin boards located in Ground Central, E.D./Lab, ASC, OR, 3rd North, FBC, 2 East, 1 East and Mental Health, shall be provided by the Hospital with the understanding that only professional items in good taste shall be posted. In addition, if the Hospital installs new time clocks in nursing locations other than those set forth above, the Federation may install additional bulletin boards at those locations. If in the judgment of the Hospital, the material posted is not as set forth herein, these materials shall be subject to prior approval by the Senior Vice President of Human Resources.

Section 5. Federation Security

All nurses covered under this agreement, who are members of Local 5055 as of October 1, 2005, and all nurses covered under this agreement who become members, thereafter, shall remain members in good standing, to the extent of paying uniform dues and initiation fees, as a condition of employment. Nurses who do not become or continue to be Federation members will be required to pay through payroll deduction the agency fee as set by the Federation as a condition of continued employment.

The AFTCT agrees to indemnify, defend, and hold the Employer harmless from any action of any description arising out of the Hospital's compliance with the Article.

Section 6. The Administration will inform each new hire that the Union represents staff nurses at the Hospital. During the new hire orientation program, at a time mutually convenient to the Union and the Hospital, the Union may meet with the new hires and may give them a copy of the contract and a list of Union officers and Union representatives (including phone numbers). A new hire may request a copy of the contract from the Hospital.

ARTICLE XI HOLIDAYS

This Article shall be effective until December 26, 2026. Effective December 27, 2026, the provisions of this Article will no longer be in effect, and all employees will follow the provisions of the Paid Time Off (PTO) and Connecticut Paid Sick Leave (CTPSL) policies adopted by the Hospital as such may change from time to time. The Hospital shall provide the Union with reasonable advance written notice of any change to the Hospital's PTO and CTPSL policies. Upon timely request, the Hospital agrees to bargain over the impact of such changes, but this obligation shall not delay or condition the Hospital's right to implement the changes consistent with this provision.

Section 1. The following days shall be recognized as holidays by the Hospital for premium pay purposes:

New Year's Day	Independence Day
Good Friday or Easter Sunday	Labor Day
(at the discretion of the Hospital)	Memorial Day
Thanksgiving Day	Christmas Day
Three (3) Floating Days	

Section 2. Nurses who are not scheduled to work during any holiday shall receive the following as holiday pay:

A. Full-time nurses shall receive eight (8) hours pay from their paid leave bank for each of the above holidays. Pay shall be at their straight time hourly rate.

B. Part-time nurses shall be compensated at their straight time hourly rate on a prorated basis to the nearest tenth of an hour as computed through a continuing moving average which includes the week prior to the holiday.

Section 3. Nurses on duty on any holiday shall be compensated as follows:

A. Full- and part-time nurses shall receive time and one-half their regular hourly rate for each hour worked, except that Christmas and New Year's Holidays shall be paid at double time their regular hourly rate, with no deduction from their paid leave bank for the holiday worked. Paid Leave time off for the holiday may be taken at a time mutually agreeable with the Nurse Manager and the Nurse.

B. The holiday hours for all holidays, other than Christmas and New Year's Day, will be from 11:00p.m. the day before the holiday until 10:59p.m. of the holiday.

C. The holiday hours for Christmas and New Year's will be from 3:00p.m. December 24 until the end of the second shift at 11:30p.m. on December 25, and from 3:00p.m. on December 31 until the end of the second shift at 11:30p.m. on January 1 respectively. If a nurse works two shifts during this 32-hour period, he/she shall be entitled to a holiday premium payment as previously described in Article XI, Section 3(A).

Section 4. Holiday Credits. Nurses shall be frontloaded holiday credits into their Paid Leave Bank at the rate of .03846 hours based upon their average hours worked or budgeted hours (whichever is greater) in the past 52 weeks not to exceed forty (40) hours. (Greater of average hours or budgeted hours x .03846 x 52 = Holiday Credits). For the frontload that will occur on or about October 1, 2026, nurses will be loaded prorated holiday credits which will include hours for Thanksgiving, Christmas, and New Year's Day only.

Section 5. To qualify for the holiday pay referenced in Section 3 of this Article, nurses must work their last scheduled workday prior to the holiday, the holiday if scheduled and his/her next scheduled working day following the holiday unless Paid Leave is approved in advance. Nurses who work in departments which are normally scheduled to work on holidays will be scheduled to work every other holiday.

ARTICLE XII PAID LEAVE

This Article shall be effective until December 26, 2026. Effective December 27, 2026, the provisions of this Article will no longer be in effect, and all employees will follow the provisions of the Paid Time Off (PTO) and Connecticut Paid Sick Leave (CTPSL) policies adopted by the Hospital as such may change from time to time. The Hospital shall provide the Union with reasonable advance written notice of any change to the Hospital's PTO and CTPSL policies. Upon timely request, the Hospital agrees to bargain over the impact of such changes, but this obligation shall not delay or condition the Hospital's right to implement the changes consistent with this provision.

Section 1(a). All full-time nurses and part time nurses who work or who are scheduled to work sixteen (16) or more hours per week will be allotted Paid Leave (Hourly Vacation Credits) based upon their average hours worked in the past 52 weeks not to exceed forty (40) hours per week or based upon their budgeted hours (whichever is greater) in accordance with the following schedule:

Hourly Vacation Credits

Length of Service	Vacation Accrual Rate	Maximum Annual Accrual
0 through 4 years	.03846	80 Hours
5 years to 9 years	.05769	120 Hours
10 through 14 years	.07692	160 Hours
15 through 19 years	.08077	168 Hours
20 through 24 years	.08847	184 Hours
25 or more years	.09231	192 Hours

For the frontload that will occur on or about October 1, 2026, nurses will be loaded prorated vacation credits which will include twenty-five (25%) of the amounts listed above.

Section 1(b). Nurses shall be eligible to take earned paid leave upon completion of their probationary period.

Section 1(c). A day's paid leave shall be based on the employee's "regular" daily hours worked.

Section 2. Paid Leaves shall be scheduled on the basis of the staffing needs of the Hospital and the nurses' preferences. When a conflict arises between two or more employees who have a conflict concerning the choice of vacation dates, seniority shall prevail in determining which employee is permitted to take vacation on the requested dates. All-nurses desiring vacations during prime time must submit their requests in writing to the Nurse Manager no later than February 15. Notification regarding requests for vacation in prime time shall be distributed by the Nurse Manager no later than March 15. Vacation requests in excess of two weeks during primetime will be considered and may be granted if staffing levels permit. Notwithstanding the above, employees who have less than two (2) years of service as of February 15 of the applicable year, shall have only one (1) week of Paid Leave during the prime-time season.

Except in prime time, nurses may be able to take their total vested vacation consecutively on a "first come - first serve" basis. For purposes of this Section, the Hospital's Special Care Zone and its Family Birthing Center shall each be deemed an "individual unit". "Prime time" is defined as the last two weeks of June, the months of July, August and the first two weeks of September.

Approved vacations are granted from Sunday through Saturday. Nurses shall not be responsible for finding floor coverage during approved vacations that are granted prior to the schedule being posted. If a request is less than 4 weeks in advance or is for a weekend shift not included in an approved vacation, nurses must obtain their own coverage, within their own level.

Section 3. Paid Leave cannot be carried over from one fiscal year to the next fiscal year. The fiscal year begins with the week that contains the date October 1st and ends the last full week of September.

Section 4. Effective October 2012, nurses' Paid Leave banks will be frontloaded calculated as follows: Average hours worked (not to exceed 40 hours) x .03846 x 52 weeks (Holiday Time total) PLUS average hours worked (not to exceed 40 hours) x Hourly Vacation Credits x 52 weeks (Vacation Time total). See Article XI, Section 4 and Article XII, Section 1(a). For the frontload that will occur on or about October 1, 2026, nurses will be loaded with prorated holiday credits and vacation credits. The holiday credits will include hours only for Thanksgiving, Christmas, and New Year's Day only. The vacation credits which will include twenty-five (25%) of the amounts listed above in section 1(a).

ARTICLE XIII SICK LEAVE

This Article shall be effective until December 26, 2026. Effective December 27, 2026, the provisions of this Article will no longer be in effect, and all employees will follow the provisions of the Paid Time Off (PTO) and Connecticut Paid Sick Leave (CTPSL) policies adopted by the Hospital as such may change from time to time. The Hospital shall provide the Union with reasonable advance written notice of any change to the Hospital's PTO and CTPSL policies. Upon timely request, the Hospital agrees to bargain over the impact of such changes, but this obligation

shall not delay or condition the Hospital's right to implement the changes consistent with this provision.

Section 1. Effective January 1, 2012, nurses covered hereby with three (3) months or more of continuous service shall be entitled to take sick leave earned for illness, medical care, and preventive medical care of:

A. Immediate Family:

1. Self (employee)
2. Spouse (husband/wife)
3. Domestic Partner
4. Child (biological, adopted, legal ward, foster care, or person for whom employee stands in as "parent")
5. Other legally defined dependents living in the household.

Section 2.

A. Full-time nurses and part time nurses who work an average of ten (10) or more hours a week in the most recent completed calendar quarter will earn sick leave credits based upon hours worked not to exceed forty (40) hours per week in accordance with the following schedule:

Hourly Sick Leave Credits

Length of Service	Accrued Per Hours Paid	Maximum Annual Accrual
0 through 14 years	.0462	96 hours (12 days)
15 through 19 years	.0424	88 hours (11 days)
20 through 24 years	.0347	72 hours (9 days)
25 years or more	.0308	64 hours (8 days)

The maximum accrual any nurse may carry is a cumulative total of one hundred fifteen (115) days. MMH RN CBA to provide a maximum accrual carryover of one hundred and fifteen (115) days. In addition, RGH RNs who have accrued more than one hundred and fifteen (115) days for Sick/Illness Bank, they would be grandfathered with their up to one hundred and thirty (130) amount, but once they use it, they will be capped at the new agreed-upon one hundred and fifteen (115) days.

B. In no event shall part-time nurses use sick leave at a rate faster than it is being accrued.

C. Sick leave shall continue to accrue during unpaid leaves of absence of up to fourteen (14) days.

Section 3. Sick leave shall be paid at the straight time hourly pay not to include differentials.

Section 4. The Hospital shall reserve the right to require a doctor's certificate of illness.

Section 5. Nurses shall not accrue or earn any additional sick leave when they are on an unpaid leave of absence or leave for sickness without pay, except as defined in Section 2(c).

Section 6. Any Nurse who misses one (1) day of work or less (excluding funeral leave, qualified FMLA days and Jury Duty) in a fiscal year will receive one day's pay at his/her straight time hourly rate not to include differentials.

Section 7. Local 5055 of the Connecticut Federation of Educational and Professional Employees, being an association of professionals, does not and will not tolerate or condone the abuse of sick leave or the abuse of call-offs among its members. Local 5055 also recognizes that last minute or no notice of call-offs by a Nurse place an undue scheduling burden on the Hospital as well as extra work on remaining Nurses. Accordingly, the parties agree that Nurses will be encouraged to observe the following guidelines when calling in sick: a) one (l) hour prior notice if scheduled for the day shift; b) four (4) hours prior notice if scheduled for the second shift, and c) three (3) hours prior notice if scheduled for the third shift. Failure to adhere to such guidelines may subject a Nurse to discipline in accordance with Article XIX, Section 2. Exceptions may be made by the Hospital in the case of a verifiable excuse accepted by the Hospital.

Section 8.Transition to PTO: Upon implementation of the new PTO system effective the pay period which begins December 27, 2026, the existing Sick Leave program shall be discontinued and no further accruals shall occur. Any unused accumulated Sick Leave for full-time and regular part-time Nurses in budgeted positions of twenty-four (24) hours or more, up to a maximum of five hundred twenty (520) hours for a full-time employee and a prorated maximum for a regular part-time employee, shall be converted to an Extended Illness Bank (EIB), subject to the provisions set forth in the New Paid Time Off Article (Article XIII(A)).

ARTICLE XIII(A) PAID TIME OFF (PTO)

Effective December 27, 2026, the provisions of this Article will be in effect, and all employees will follow the provisions of the Paid Time Off (PTO) and Connecticut Paid Sick Leave (CTPSL) policies adopted by the Hospital as such may change from time to time.

For the purposes of the initial transition to the new Paid Time Off (PTO) system, Nurses hired after May 13, 2026 will be permitted to carry over up to eighty (80) hours of accrued and unused hours from their Paid Leave (PL) and Sick Leave Bank as of December 27, 2026. These amounts are prorated for part-time Nurses.

For the purposes of the initial transition to the new Paid Time Off (PTO) system, Nurses hired prior to May 13, 2026 will be permitted to carry over up to one hundred twenty (120) hours of accrued and unused hours from their Paid Leave (PL) and Sick Leave Bank as of December 27, 2026. These amounts are prorated for part-time Nurses. Any remaining Sick Leave balances, above the initial transition limits will be converted to Extended Illness Banks (EIB). Extended Illness Banks may be utilized as set out in Section 6 of this Article.

Section 1. Paid Time Off (PTO). Effective December 27, 2026, Full-time and regular part-time Nurses in budgeted positions of at least twenty-four (24) hours per week who have completed the probationary period are eligible to participate in the Paid Time Off (PTO) policy adopted by the Hospital, under the same terms and conditions for other non-exempt employees, as such programs may change from time to time.

Employees in budgeted positions of less than twenty-four (24) hours per week, who do not accrue PTO, will accrue Connecticut Paid Sick Leave (CTPSL) under the terms of the CTPSL policy adopted by the Hospital as such programs may change from time to time.

Section 2. Holidays. The Hospital shall recognize the following holidays in accordance with the eligibility requirements set forth herein:

Christmas Day	New Year's Day	Dr. Martin Luther King Jr., Day	
Memorial Day	Independence Day	Labor Day	Thanksgiving

The accrual for these holidays are already included in the accrual rates in the Annual PTO Accrual Schedule described above in Paid Time Off (PTO) policy, consistent with the following eligibility requirements:

a. Employees who are scheduled and work their standard hours on a holiday shall only be paid for hours worked and have the option to utilize PTO on another day, in lieu of using accrued, unused PTO for the holiday, and such PTO shall be scheduled at a mutually acceptable time with her supervisor within the calendar year;

b. Employees who are scheduled and work on a holiday but work less than their standard hours may use accrued, unused PTO for the time not worked up to their standard hours; and,

c. Employees who are not scheduled to work on the holiday shall not be permitted to use PTO for the holiday if doing so would result in the employee being compensated for more than their standard weekly hours.

d. Employees may be subject to discipline for failing to work their scheduled hours on a holiday pursuant to Hospital policy as such may change from time to time.

e. An Employee is ineligible to receive PTO pay for a holiday during any workweek when the Employee does not receive a paycheck. An Employee will not be paid PTO for a holiday which falls during an unpaid leave, including an unpaid intermittent leave.

f. In order to be eligible to use accrued, unused PTO for a holiday as set forth in this Article, an Employee must, unless excused for good cause in the sole discretion of the Hospital, work in full her last scheduled workday immediately prior to the holiday and her next scheduled workday immediately following the holiday.

Section 3. Holiday Premium Pay. For premium purposes, a holiday is the 24-hour period that begins at 11:00 p.m. on the day before the holiday and ends at 10:59 p.m. on the day of the holiday, with the exceptions being Christmas Day and New Year's Day holidays, which are the 32-hour periods which begins at 3:00 p.m. the eve of the holiday and ends on 11:00 p.m. on the day of the holiday. Employees who work on one of the holidays referred to in this section shall receive their regular hourly rate plus a fifty percent (50%) holiday premium for all hours worked during a shift that falls within the holiday zone.

Section 4. The Hospital shall provide the Union with reasonable advance written notice of any change to the Hospital's PTO and CTPSL policies. Upon timely request, the Hospital agrees to bargain over the impact of such changes, but this obligation shall not delay or condition the Hospital's right to implement the changes consistent with this provision.

Section 5. Paid Time Off shall be scheduled on the basis of the staffing needs of the Hospital and the nurses' preferences. When a conflict arises between two or more employees who have a conflict concerning the choice of vacation dates, seniority shall prevail in determining which employee is permitted to take vacation on the requested dates. All-nurses desiring vacations during prime time must submit their requests in writing to the Nurse Manager no later than February 15. Notification regarding requests for vacation in prime time shall be distributed by the Nurse Manager no later than March 15. Vacation requests in excess of two weeks during primetime will be considered and may be granted if staffing levels permit. Notwithstanding the above, employees who have less than two (2) years of service as of February 15 of the applicable year, shall have only one (1) week of Paid Leave during the prime-time season.

Except in prime time, nurses may be able to take their total vested vacation consecutively on a "first come - first serve" basis. For purposes of this Section, the Hospital's Special Care Zone and its Family Birthing Center shall each be deemed an "individual unit". "Prime time" is defined as the last two weeks of June, the months of July, August, and the first two weeks of September.

Approved vacations are granted from Sunday through Saturday. Nurses shall not be responsible for finding floor coverage during approved vacations that are granted prior to the schedule being posted. If a request is less than 4 weeks in advance or is for a weekend shift not included in an approved vacation, nurses must obtain their own coverage, within their own level.

Section 6. Extended Illness Banks. Employees may utilize Extended Illness Banks (EIB) through the pay period ending March 17, 2029, pursuant to such procedures adopted by the Hospital. EIB may only be used during an approved continuous leave of absence and may not be used on an intermittent or reduced schedule basis. Employees may utilize EIB for any of the following circumstances:

a. If an employee is on an approved continuous leave of absence (FMLA) for the employee’s own health condition and is not eligible for Short-Term Disability, EIB will be used until exhausted or until the employee returns to work, whichever occurs first.

b. If an employee is approved for Short-Term Disability, EIB shall be applied prior to the commencement of Short-Term Disability benefits, including during any applicable elimination period, and must be used first and exhausted before the employee becomes eligible to receive Short-Term Disability payments. Employees may not use EIB to supplement, coordinate with, or otherwise increase Short-Term Disability benefits.

c. EIB will be paid through the employee’s normal paycheck, and applicable payroll deductions will continue.

d. Any unused EIB balance remaining after the pay period which ends March 17, 2029, shall be forfeited.

e. Any unused EIB balance shall be forfeited upon termination of employment and shall not be reinstated upon rehire.

f. Employees who transfer out of the bargaining unit or reduce budgeted hours to below twenty-four (24) budgeted hours per week shall forfeit any remaining EIB balance as of the effective date of such change.

ARTICLE XIV LEAVES OF ABSENCE

Section 1. Non-probationary nurses will be entitled to the following leaves of absence:

A. Funeral Leave - Effective the start of the first full pay period which begins following ratification of this Agreement, all eligible Employees will follow the provisions of the Bereavement Leave Policy adopted by the Hospital as such may change from time to time.

B. Jury Leave - Effective the start of the first full pay period which begins following ratification of this Agreement, all eligible Employees will follow the provisions of the Jury Duty Policy adopted by the Hospital as such may change from time to time.

C. Military Pay - Effective the start of the first full pay period which begins following ratification of this Agreement, all eligible Employees will follow the provisions of the Military Leave Policy adopted by the Hospital as such may change from time to time.

D. Pregnancy Disability –Effective the start of the first full pay period which begins following ratification of this Agreement, all eligible Employees will follow the provisions of the Leave of Absence Policy adopted by the Hospital as such may change from time to time.

E. Unpaid Sick Leave - In cases of catastrophic or prolonged illness, additional sick leave in addition to paid sick leave will be granted by the Hospital. A catastrophic illness is an illness considered to be life threatening creating a shorter duration of life. However, such sick leave will be unpaid and will not be for a period in excess of six (6) months unless the Hospital, at its discretion, extends such time. Application, therefore, must be in writing with such proof as the Hospital may require. The following provisions shall apply to the above leave.

1. Upon expiration of such leave, the nurse will, if possible, be reinstated to a like or related position held before leave was granted. Insurance benefits may be continued provided the employee pays premiums due in advance.

2. There will be no loss of:

   i. Accrued pension benefits
   ii. Accrued vacation

3. No such unpaid additional sick leave will be granted unless the nurse will first have used all his/her own sick bank.

4. No benefits will be paid or accrued during the entire period of such leave except as qualified elsewhere in this contract.

F. Family and Medical Statutory Leave – The employer and employees each reserve their respective rights under the state and federal medical leave acts.

G. Unpaid Leave of Absence -The Hospital may at its discretion and in consideration of clinical and operational needs grant an employee’s request for an unpaid leave of

absence. All Leaves of Absence Without Pay shall be provided under the same terms and conditions applicable to non-bargaining unit employees as such may change from time to time.

H. Benefit Coverage on a Leave of Absence - An employee on a continuous leave of absence shall have their health benefits continued under the same terms, conditions, and administrative practices that apply to non-bargaining unit employees and in accordance with the Hospital's benefit plans and policies as they may be amended from time to time. t

I. All Leaves of Absence Without Pay shall be administered under the same terms and conditions applicable to non-bargaining unit employees, as such may change from time to time. The Hospital shall provide the Union with reasonable advance written notice of any change to the Hospital's Leave of Absence ~~Without Pay~~ policies. Upon timely request, the Hospital agrees to bargain over the impact of such changes, but this obligation shall not delay or condition the Hospital's right to implement the changes consistent with this provision.

J. Humanitarian Leave - Requests for humanitarian leave of absence not to exceed five (5) working days per calendar year will not be unreasonably denied provided requests are submitted a minimum of six (6) weeks prior to the posting of the schedule and the leave does not negatively impact patient care. In the event of a request to assist with an unforeseen disaster the minimum six (6) week notice shall be waived at the Hospital's discretion. Release time of up to five (5) RNs per calendar year will be unpaid or an RN may use Paid Leave, but in either case without loss of benefits. Requests for leave above and beyond five (5) RNs will be at the discretion of the Hospital.

Section 2. The Hospital shall respond and administer all requests for leaves of absences under the same terms and conditions applicable to non-bargaining unit employees, as such may change from time to time.

ARTICLE XV EDUCATIONAL ASSISTANCE

Section 1. Following ratification of this Agreement, full-time and regular part-time Nurses in budgeted positions of at least twenty-four (24) hours per week who have completed the probationary period are eligible to participate in the Tuition Assistance Policy adopted by the Hospital, under the same terms and conditions for other exempt and non-exempt employees, as such programs may change from time to time. Upon timely request, the Hospital agrees to bargain over the impact of such changes, but this obligation shall not delay or condition the Hospital's right to implement the changes consistent with this provision.

ARTICLE XVI BENEFITS, SAFETY, INSURANCE

Section 1. Medical and Other Benefits

Prior to January 1, 2027, all bargaining unit employees will be offered medical insurance, prescription, dental, vision, disability, life insurance and other fringe benefits on the same terms and conditions as offered to non-union employees. Notwithstanding the above, the Hospital may, at its option, require bargaining unit nurses to make the same contribution toward the cost of health and dental insurance premiums as all other Hospital employees provided that it is not more than twelve percent (12%) of the Hospital's then share of its contribution for health and dental care for full time nurses." Effective January 1, 2027, all bargaining unit employees will be offered medical insurance, prescription, dental, vision, disability, life insurance and other fringe benefits on the same terms and conditions as offered to non-union employees. Bargaining unit nurses shall make the same contribution toward the cost of insurance premiums as all other Hospital non-bargaining unit employees as such may change from time to time.

Section 2. Retirement Benefits

Prior to January 1, 2027, all bargaining unit employees will be offered coverage under the retirement plan offered by the Employer to its employees, on the same terms and conditions offered to non-union employees. Notwithstanding the language in this Section 2, the Employer shall match contributions made by the employee at a rate of 50% for each dollar contributed up to four percent (4%) of the employee's yearly pay. Effective January 1, 2027, full-time and regular part-time employees are eligible to participate in the Hospital's 401(k) retirement plan in accordance with the terms of the Hospital's benefit plan as it shall from time-to-time provide.

ARTICLE XVII CONDITIONS OF EMPLOYMENT

Section 1. When a nurse becomes an employee of the Hospital he/she will receive a written confirmation of his/her appointment which will contain a statement of his/her hourly rate and his/her date of hire.

Section 2. All newly appointed registered nurses covered hereby will be given reasonable orientation which will be according to the standards of the position.

Section 3. All nurses will be expected to participate in Hospital and In-Service programs as part of his/her Professional development, and such programs will, to the extent possible, be offered to all shifts on a rotating basis. Attendance at certain of these and other meetings, will be mandatory at the discretion of the Hospital, forty-eight (48) hour notice to be included. Mandatory meetings will be with pay.

Section 4. Nurse job description will be given to each nurse.

Section 5. Nurses who attend educational meetings will be expected to give a report on the meetings to the Staff.

Section 6. Nurses covered hereby shall have the privileges of using library facilities.

Section 7. A nurse who resigns but returns to employment with the Hospital within one (1) year will retain his/her last salary step at rehire, vacation entitlement, and vacation preference.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT

Section 1(a). Subject to the needs of the Hospital and after receipt of a written approval by the Hospital, nurses will be granted time off without loss of pay for participation in educational institutes, workshops, and other professional meetings as may be deemed to be important for the improvement of the individual nurse and his/her on-the-job performance that are consistent with the strategic direction of the hospital. Such determination as to the needs of the nurse and the Hospital shall be made by the Senior Vice President-Patient Care Services or designee. Registered nurses who attend such programs will be expected to provide a summary report at a staff meeting.

ARTICLE XIX TERMINATION OF EMPLOYMENT

Section 1. A nurse must give twenty-one (21) days prior written notice of his/her intention to resign. A registered nurse is encouraged to have an exiting interview with the Senior Vice President-Patient Care Services or a representative in the Human Resource Department, or their designee. Failure to provide the aforementioned notice may result in the employee not being eligible for rehire.

Section 2. Registered Nurses may not be disciplined (including discharge) except for just cause. The Employer shall submit to the Local union notice of any suspension or discharge notice issued to a bargaining unit employee. The Employer's failure to provide such notice shall not impact the merit of the suspension or discharge. For suspensions and discharges only, the thirty-day period set forth in step 1 of the grievance procedure described herein shall begin upon the Local union receiving notice of a suspension or discharge.

ARTICLE XX GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any controversy or claim arising out of or pertaining to the interpretation, application, or breach of a specific provision of this Agreement, and may be processed as follows:

Section 1. Time off without loss of pay shall be granted to the Chairperson of the Grievance Committee, or his/her designee, for attendance at Step 2, Step 3, and Step 4 Grievance meetings.

Section 2. Each individual nurse covered by the provisions of this Article shall notify the Nursing Office at least forty-eight (48) hours in advance of any of the aforementioned scheduled meetings, so that he/she may be released from duty to attend such meeting. Upon request of the Federation, the Senior Vice President-Patient Care Services or designee may waive part or all of the 48-hour notice.

Section 3. One-half hour prior to any Step 2 and Step 3 Grievance meeting, the Hospital shall make available a meeting place, if available, for the representative of the AFTCT and Local 5055

representative and the grievant to confer, provided that the representative of the unit makes such a request to the Senior Vice President of Human Resources or his/her designee within a reasonable time.

Section 4. Grievance Steps:

Step 1. Aggrieved and Immediate Supervisor - Discussions between the aggrieved nurse and his/her immediate supervisor, with or without the Unit representative present, at the option of the grievant within thirty (30) days from the time the aggrieved knew of or should have known of the grievance. In order for the grievance procedure set forth herein to be commenced, the grievant must inform his/her immediate supervisor that the discussion is a "grievance.

Step 2. Grievant, Unit Representative, and Senior Vice President-Patient Care Services - If no satisfactory settlement is reached in Step l, the matter shall be presented in writing to the Vice President-Patient Care Services or his/her designee within five (5) days after the meeting between the aggrieved and his/her supervisor. The written grievance shall contain the specific provision of the Agreement alleged to have been violated, a description of facts and relief requested. Within five (5) days after receipt of the written grievance, the Senior Vice President-Patient Care Services shall meet with the aggrieved nurse and the Chairman of the Grievance Committee or his/her designee and shall give her answer within five (5) days of such meeting. The Senior Vice President-Patient Care Services may require the presence of the grievant's supervisor at this Step 2 meeting. A representative of the AFTCT may be present at the Step 2 meeting.

Step 3. Grievant, Representative and Senior Vice President, Human Resources - If no satisfactory settlement is reached in Step 2, the aggrieved may submit within five (5) days of the date the Senior Vice President-Patient Care Services gives her Step 2 answer, his/her written grievance to the Senior Vice President, Human Resources or his designee who will schedule a meeting to discuss the grievance. Such meeting shall be held within ten (10) days of the date the grievance is received by the Senior Vice President, Human Resources; and a representative of the AFTCT and Local 5055 may be present at such grievance meeting, if the aggrieved requests their presence. The Senior Vice President, Human Resources shall render his decision in writing five (5) days from the date of the grievance meeting.

Step 4. Mediation

If the grievance is not settled at Step 3 within the required time, and if the Hospital and the Union mutually agree within ten (10) calendar days of the decision of Step 3 by the Senior Vice President, Human Resources or his/her designee, the parties may submit the grievance for mediation with the Federal Mediation and Conciliation Service. If either party chooses not to proceed to mediation, then the Federation shall proceed to Step 5 within ten (10) calendar days of the decision not to proceed to mediation. If the parties mutually agree to mediation, any and all costs for mediation shall be borne equally by both parties. A mediator selected pursuant to this Step 4 shall have no authority to impose contractual terms upon the parties or to otherwise compel either party to take, or refrain from taking, any action. In the event the parties engage in mediation pursuant to this Section and mediation is unsuccessful, the grievance may be moved to Step 5 within ten

(10) calendar days from the date on which it becomes clear that the dispute cannot be resolved through the mediation process.

Step 5. American Arbitration Association

A. If the nurse is dissatisfied with the decision of the Senior Vice President, Human Resources or his designee, within twenty (20) days after receipt of such ruling, Local 5055 may at its discretion submit the grievance for arbitration to the American Arbitration Association and the selection of the

Arbitrators and the arbitration procedures will be according to the then existing rules of the American Arbitration Association. The Arbitrators shall

not have the power to add to, delete, modify or amend any provision of

this Agreement. The decision of the Arbitrators shall be final and binding on the parties.

B. By mutual consent, the formal procedures outlined above can be waived to provide for informal discussions regarding the intent or interpretation of the applicable parts of this contract between the Hospital and Local 5055 representatives. Use of informal discussion shall not prevent the parties from using the formal procedure as outlined.

C. Any grievance or dispute which concerns more than one nurse may be filed in Step Two (2). All Hospital filed grievances filed by the Hospital shall be processed by filing in accordance with Step 2 hereof.

D. In computing the time period set forth in this Article, Saturdays, Sundays and paid holidays observed by the Hospital shall be excluded.

E. Failure of the Local 5055 to follow the time limits specified herein, shall result in a settlement of the grievance on the basis of the 1st answer given by the Hospital in the Grievance Procedure. Failure of the Hospital to follow the time limits specified herein shall result in the Local 5055's right to process the grievance to the next step of the Grievance Procedure.

F. The parties shall equally share the Arbitration fees and expenses mutually incurred by the parties. Other expenses or fees of Arbitration shall be borne by the party incurring same.

ARTICLE XXI SEVERABILITY

Any provision of this Agreement adjudged to be unlawful shall be treated, for all purposes, as null and void, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXII NEW HIRE PERIOD

Nurses newly employed or re-employed after an absence of more than six (6) months will be on probation for a period of three (3) months, which period may be extended by the Hospital on a month-to-month basis, to a maximum of three (3) extra months. Prior to each extension of the probationary period, the nurse will have a performance review. During the probationary period, the nurse may terminate without notice, and the Hospital may terminate the nurse without notice, such termination will not be subject to the Grievance Procedure of this Agreement.

ARTICLE XXIII MISCELLANEOUS

Section 1. The Hospital will replace, at the depreciated value, cost of uniforms damaged beyond repair in the course of employment.

Section 2. The staff nurse will be entitled to maintain or to enroll in any other benefits which are being offered to her by the Hospital, provided that there shall be no cost whatsoever to the Hospital.

Section 3. Any staff nurse will have the right to examine his/her evaluations and attendance reports and complete personnel file at times mutually convenient with the Hospital. If the Hospital contemplates placing a written complaint in the nurse's personnel file, such nurse will be informed of the general nature of the complaint. Such nurse may reply thereto in writing and such reply will also be made a part of his/her personnel record.

Section 4. Nurses who are subpoenaed by the Hospital to testify as a witness with respect to matters relating to their employment at the Hospital, will be paid at their regular pay for all time lost from scheduled work.

ARTICLE XXIV VACANT POSITIONS

Section 1. Any vacant bargaining unit position which the Hospital desires to fill will be posted for a minimum of seven (7) calendar days. Nurses interested in being awarded such position must submit their transfer request as directed in the posting. If a nurse is subject to a Last Chance Agreement within the preceding twelve (12) months, the Employer may disqualify the nurse for a vacancy. The Hospital agrees that before filling the position with an individual from outside the bargaining unit, it will honor the transfer request of a qualified Registered Nurse, and that if there is more than one (l) qualified Registered Nurse requesting the transfer, the opening will be filled on the basis of seniority as set forth below.

Section 2. Qualified Registered Nurses working on a unit at the time a vacancy is created will be given first preference in applying for the vacancy in such unit over nurses not in the unit. If two or more qualified nurses from the same unit apply for a vacancy within their unit, Hospital seniority will prevail. If the vacancy is not filled by an applicant from the affected nursing unit, preference

will then be given to the most qualified applicant based upon seniority as a Registered Nurse at the Hospital.

Section 3. For purposes of this Article, the Family Birthing Center Clinical Services Center which includes OB and NICU will be deemed a single unit The Ambulatory Services Center, which includes Ambulatory Medical Unit (AMU) Ambulatory Services Unit (ASU), and G.I. Lab will be deemed to be a single unit. For the purpose of applying for vacancies, nurses who are in float positions will be considered unit members in the unit where they have worked the majority of their time during the preceding six (6) month period.

Section 4. Nurses who are selected to fill a vacant position (including nurses who are approved to reduce hours or move to per diem status) will move to their new position within thirty (30) days from the date of acceptance for the new position. The time period may be extended beyond the initial thirty (30) days, but the nurse will be transferred no later than ninety (90) days after the acceptance date. In the event the nurse is transferring to a position that involves increased payment because of a shift premium, then extension beyond a total of sixty (60) days will require agreement with the nurse.

Section 5. All bargaining unit positions which the Hospital desires to fill will be posted at least seven (7) days in advance before being permanently filled. Such openings will be filled on the basis of:

A. Ability to do the work, and

B. Seniority. Where factor "A" is equal, as determined by the Hospital, factor "B" shall be the governing factor. The term "ability" as used herein shall include, but not be limited to physical capabilities, mental skills, education, experience, efficiency, availability to perform remaining work and certification or licensing requirements as determined by the Hospital. The Hospital shall have the right to hire outside applicants for such promotional positions when in its judgment the ability of such applicant exceeds that of existing employees. Unsuccessful applicants for promotion shall have the right to grieve up to Step 3.

A promoted nurse shall be given a reasonable period of time as determined by the Hospital within which to qualify herself for the new position. In the event he/she does not qualify he/she shall be returned to a like or related position without loss of seniority. Where ability and qualifications are equal, as determined by the Hospital, all existing nurses shall prevail over outside applicants, and the more senior nurse shall prevail over the less senior nurse.

ARTICLE XXV SENIORITY

Section 1.

A. Two separate legal-entity (Hospital) seniority lists shall be maintained, one for each existing Hospital (MMH and RGH). Legal-entity seniority shall be defined as the continual length of service in any capacity with the applicable Hospital. MMH Nurses in the BHU at

Rockville shall maintain their current Hospital seniority and be listed on the MMH seniority list.

B. In the event any Nurse is transferred or accepts a position at the other Hospital, their bargaining unit seniority shall transfer to the other Hospital. This definition of seniority shall be effective on the date of ratification of this agreement.

C. Nurses who transferred to MMH from RGH during the Covid-19 closure period (March 19, 2020, through April 01, 2022) shall be entitled to have their bargaining unit seniority restored to their RGH date should they transfer back to Rockville in the future (Attachment B).

Section 2. Seniority will be broken when a nurse:

A. Resigns

B. Is terminated for cause

C. Exceeds an approved leave of absence

D. Is absent on three (3) consecutive working days without notifying the Hospital, unless proper excuse is shown.

E. Fails to report to work from layoff within five (5) working days after being notified by telegram or mail to do so, unless proper excuse is shown.

F. Is laid off for one year or length of service, whichever is less.

Section 3. If a nurse is laid off, she will have preference for reinstatement as opposed to the hiring of a new nurse during his/her period of layoff as set forth in Section 2(f) above.

Section 4. The Hospital will post a copy of the seniority list for those nurses in the Unit on or about April 1 and October 1 of each year. If a nurse objects thereto he/she may file a grievance.

ARTICLE XXVI LAYOFF AND RECALL

Section 1. The Hospital will give the Union two (2) weeks' notice of any layoff. During such two (2) week notice period, the parties will meet to discuss alternatives and/or implementation including the possibility of nurses agreeing to a reduction of hours. If after the discussion, the Hospital determines that layoffs are necessary, the following procedure will be utilized:

Section 2. The Hospital will designate the positions to be laid off.

Section 3. Those nurses occupying the position(s) designated for layoff shall have the right to choose one of the 4 options listed below:

A. To accept the layoff.

B. To bid into an open position in the bargaining unit pursuant to Article XXIV for placement irrespective of seniority over internal bidders. The laid off RN shall meet all the

requirements of Article XXIV including qualifications and shall be the most senior laid off RN who is bidding for that open position. The normal orientation period for that position shall be offered to that nurse.

C. To bump the least senior nurse in the same clinical service provided that the bumping nurse has more seniority than the nurse to be bumped and provided further that the bumping nurse can perform the work of the new position satisfactorily after an orientation period of four (4) weeks or less.

D. To bump the least senior nurse in a different clinical service provided that the bumping nurse has more seniority than the nurse to be bumped and provided further that the bumping nurse has the ability as defined in Article XXV, Section 4 to perform the work, after an orientation period of four (4) weeks.

Section 4. The following categories of clinical services are

i) Critical Care Clinical Service =

MMH: Critical Care Suite, SCU (1 East), ED, PACU, Cardiac Rehab & Stress Lab, Critical Care Float Pool

RGH: ED, Bissell III

ii) Medical/Surgical Clinical Service =

MMH: 2 East, 3 North, and 3 West, Med/Surg Float Pool

RGH: N/A

iii) Ambulatory Surgical Clinical Service = MMH: G.I., AMU, ASU, and Wound Center RGH: Endoscopy

iv) Family Birthing Center Clinical Service =

MMH: OB and NICU

RGH: Maternal Fetal Medicine

v) Operating Room Clinical Service = MMH: OR, OR RN Residency RGH: OR

vi) Behavioral Health Clinical Service =

MMH: Adolescent Inpatient, Adult Inpatient, Dual Diagnosis, Older Adult/Geri, Young Adult/Older Adolescent

RGH: N/A

vii) IV Therapy Services = MMH: IV Therapy RGH: N/A

viii) Wound Care Services = MMH: Wound Center RGH: N/A

Section 5. The President, Grievance Committee Chairperson, Secretary and Treasurer of Local 5055 will, for purposes of layoff only, have super-seniority.

Section 6. Nurses who are laid off will be placed on the recall list for a period of time set forth in Article XXV, Section 2(f). When a vacancy occurs which the Hospital desires to fill, the Hospital will first attempt to fill the vacancy with active employees pursuant to Article XXIV. Thereafter, laid off nurses in the recall pool who have applied for such position will be offered the job in the following order:

First - The most senior nurse applicant in the recall pool who meets the requirements of the posted qualifications of the job and who can perform the job satisfactorily after the normal period of orientation for that position.

Second - The most senior nurse applicant in the recall pool from the clinical service area where the position is located who can perform the job satisfactorily after 4 weeks of orientation.

Third - The most senior nurse applicant remaining on the recall list who meets the requirements of Article XXV and who can perform the job satisfactorily after six (6) months of orientation.

Section 7. If the nurse fails to perform the job satisfactorily during the orientation period as set forth above, the nurse will be returned to the recall list for the remainder of his/her original recall term.

Section 8. A nurse on the recall list who is offered a job in the same clinical service, same shift, and equal control hours to his/her former position, and who refused that job will be stricken from the recall list.

ARTICLE XXVII CONSOLIDATION OR REALIGNMENT OF A PATIENT CARE UNIT

The Hospital will give the Union two (2) weeks' notice of any consolidation or realignment of a patient care unit(s) and in the event of the consolidation or realignment of one or more patient care units, the following procedure will be used:

A. New staffing model(s) shall be developed by the Hospital for the newly consolidated/realigned unit(s).

B. The Hospital shall prepare a list by seniority of all registered nurses assigned to the unit(s) being consolidated or realigned.

C. Registered nurses assigned to the unit(s) being consolidated or realigned may bid into open positions on the newly consolidated/realigned unit(s) on the basis of seniority.

D. The Hospital shall prepare a list by seniority of all registered nurses assigned to the unit(s) being consolidated or realigned who do not receive positions on the newly consolidated/realigned unit(s) through the process described in Paragraph C.

E. Nurses on the list described in Paragraph D above who do not obtain positions on patient care units through the process described above shall have the right to choose one of the four (4) options in sequence set forth in Article XXVI, Section 3(a)(b)(c)(d).

F. The parties agree that the following guidelines will be used when implementing the procedure in Section A through E above:

1. The Hospital will attempt to honor previously approved vacation requests. However, unresolved conflicts will be resolved on the basis of seniority.

2. Nurses who are reassigned an open position in another unit will be given a reasonable orientation period in the new unit commensurate with his/her nursing background as set forth in Article XXVI, Section 6.

3. A nurse delegate will be present during the reassignment bidding process to the extent possible without delay to the process.

ARTICLE XXVIII SUCCESSOR

This Agreement shall remain in effect and be binding upon the Hospital's successors and assigns for the duration of this Agreement. The Hospital shall include the assumption of this Agreement as a condition of sale or transfer of ownership or operations for the duration of this Agreement. Nothing in this clause shall operate to impose this Agreement on any employees of Manchester Hospital not included in the bargaining unit described in Article I hereof nor upon any employees of the successor. Any decision by a successor or assign during the term of this Agreement concerning retention or reduction of employees shall be made in accordance with this Agreement.

ARTICLE XXIX ENTIRE AGREEMENT: "ZIPPER CLAUSE"

This Agreement contains all the terms, provisions, and conditions negotiated by the parties and is to be in effect for the term hereof. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement and letters of understanding which are the sole, exclusive and entire agreements between the parties. All written and oral proposals as to terms, provisions, and conditions discussed and negotiated by the parties are herewith merged into these Agreements and letters. It is understood and agreed that neither of the parties may be required to renegotiate any term, provision, or condition of this contract during the term thereof, except as provided by law.

ARTICLE XXIX DURATION

This Agreement shall become effective at 11:59 PM on the Date of Ratification (May 13, 2026) and shall expire at 12:00 AM on the three-year anniversary of the Date of Ratification (May 13, 2029).

All the Terms contained in this Agreement is contingent upon ratification by the Employees in the bargaining unit.

Dated this day of May 13, 2026, at Manchester, Connecticut:

MANCHESTER HOSPITAL

X

Jaclyn Duskocy
Vice President, Patient Care Services

AFTCT, LOCAL 5055, FEDERATION OF NURSES AND HEALTH CARE PROFESSIONALS, AFT, AFL-CIO

X

Anne-Marie Cerra
President, Local 5055

ATTACHMENT A – WAGE SCHEDULE

Step	Current		Step	May 17, 2026	October 3, 2027	October 15, 2028
1	$37.31	→	1	$37.68	$38.00	$38.57
2	$37.68	→	2	$38.88	$39.94	$40.54
3	$38.06	→	3	$39.82	$40.70	$41.31
4	$38.44	→	4	$40.80	$42.11	$42.74
5	$38.84	→	5	$41.80	$43.37	$44.02
6	$40.58	→	6	$43.22	$45.07	$45.75
7	$41.36	→	7	$44.39	$46.29	$46.98
8	$42.19	→	8	$45.61	$47.55	$48.26
9	$43.03	→	9	$46.85	$48.60	$49.33
10	$43.67	→	10	$48.07	$49.61	$50.35
11	$44.55	→	11	$49.39	$50.72	$51.48
12	$45.43	→	12	$50.19	$51.54	$52.31
13	$46.35	→	13	$51.01	$52.38	$53.17
14	$47.28	→	14	$51.66	$53.17	$53.97
15	$48.22	→	15	$52.31	$53.70	$54.51
16	$49.17	→	16	$52.97	$54.79	$55.61
17	$50.16	→	17	$53.64	$55.34	$56.17
18	$51.17	→	18	$54.32	$55.91	$56.75
19	$52.18	→	19	$55.01	$56.62	$57.47
20	$53.04	→	20	$55.66	$57.33	$58.19
21	$53.83					
22	$54.92					
23	$56.00					
24	$57.13					
25	$58.29					

ATTACHMENT B – NURSING PARTNERSHIP GUIDELINES SIDE LETTER

Partnership nursing is an arrangement whereby three to four individuals agree to share the responsibility of filling a 56-hour position or total weekly hours for the position. Each partner is budgeted for a specific number of hours per week.

Requests to initiate or make changes to a partnership must be made in writing to the Nurse Manager/Director of the area. The Senior Vice President - Patient Care Services or designee gives final approval. Requests must include names of the intended partners and how many hours per week each member will work to total 56 hours. All partners must maintain their budgeted hours per week on average or the allocation of the partnership will need to be re-approved.

Advantages to employees that may exist in such a partnership are that Partners arrange their own schedule, including weekends, holidays and vacations, and weekend and holiday requirements may be lessened.

Guidelines:

1. Partners will designate one member as coordinator of the partnership. The coordinator will be responsible to submit the partnership's schedule to their Nurse Manager at least one month in advance. Prime time schedules must be submitted by March 15th.

2. After partnership time has been submitted to the Nurse Manager and approved, changes in the schedule are allowed. In this case, time beyond the partner's budgeted hours per week is considered an "Extra Shift." The Nurse Manager must be informed of these changes, using the proper forms, at least 48 hours before the scheduled shift. Exception: Telephone notification is acceptable for sickness and other emergencies.

3. The Hospital has the authority to call off nurses as "not needed" when they are scheduled for an "extra shift."

4. Partners are to cover each other for vacation and holiday time. Partnerships may work together with other staff members to accomplish this. If two members of a partnership want the same week(s) of vacation and complete coverage cannot be arranged using other partners, seniority will prevail. All holiday and vacation requests will be submitted to the Nurse Manager for approval. If a nurse outside the partnership provides the coverage, the Nurse Manager must approve the coverage arrangement, and paid holiday or vacation time must be used.

5. No partner is expected to work over 40 hours per week, nor is permitted to do so, without permission of their Nurse Manager/Supervisor or the Scheduling Office.

6. A partner may choose to take time off without pay when another partner provides coverage, as long as all vacation hours are used in the year in which they are due.

7. When a partner is out ill, the Nurse Manager/Supervisor must determine whether the partnership will provide coverage based upon hospital need. The partner should call the Nurse Manager/Supervisor prior to calling partners for coverage.

8. For a major illness or leave of absence, the partners will be responsible for covering the first two weeks. The Nurse Manager/scheduling office will cover the missing partner

for up to eight more weeks, if the partners are unable to work an increased schedule. During this time, the Nurse Manager will determine the partnership schedule based on the partners' budgeted hours. After this eight-week period, the partnership will assume responsibility for all coverage, recruit a new temporary or permanent partner, or dissolve the partnership.

9. Eligibility for medical insurance and accruals for vacation and sick time will be determined by hospital policy.

10. If a member of the partnership resigns or transfers, the partner will submit a letter of resignation to the Partnership Coordinator and to the Nurse Manager. If continuation of the partnership is approved, the remaining partners must fill all hours left by the resignation, including weekends and holidays, unless the Nurse Manager/Supervisor determines coverage is not needed, based on hospital need, until a new partner is approved or the partnership is dissolved.

11. If the vacancy remains after eight weeks, the partnership may be dissolved at the discretion of the Senior Vice President - Patient Care Services or designee. The remaining members, by seniority, are then first eligible for the redesigned positions.

12. Prior to initiating recruitment of a nurse who is not employed in regular status at Manchester Memorial Hospital, the Partnership Coordinator must seek approval from the Senior Vice President - Patient Care Services or designee.

13. Applicants for a vacant partnership will interview with the partnership and with the Nurse Manager. Human Resources or the Nurse Manager will extend the job offer, once the Senior Vice President - Patient Care Services or designee has approved it.

14. After final approval has been given and if the partner selected is an internal candidate and is unable to be released by the Nurse Manager, the partnership will be required to cover all the time up to a period of eight weeks. The Nurse Manager/Scheduling Office will then cover the missing partner, if the partners are unable to work an increased schedule. During this time, the Nurse Manager will determine the partnership schedule based on the partners' budgeted hours.

15. If the partner selected is an external candidate and is unable to join the partnership for an extended period of time, the partnership will be responsible for all coverage until the new partner is available and oriented.

16. The partnership will be responsible for all coverage during the time of orientation for an internal candidate, up to a period of eight weeks. If the orientation extends beyond eight weeks, the Nurse Manager will determine the partnership schedule, based on the partners' budgeted hours. All weekends and holidays must be covered by the partnership, unless the Nurse Manager determines coverage is not needed, based on hospital need.

17. If a partner fails to demonstrate the flexibility, availability and commitment that the partnership requires, the other partners may request permission from the Senior Vice President - Patient Care Services or designee to replace that partner. If approved, the remaining partners may select a non-probationary nurse who meets the following criteria:

- From the unit and shift on which the partnership is based

- Budgeted for equal hours to the partner being replaced
- Of comparable skill level to the partner being replaced.

Following a four-week notice period, the displaced partner will transfer into the vacated position or may post for any open position for which they are qualified.

Each nurse will be required to read these Partnership Guidelines and agree to them in writing. The nurse will be required to acknowledge in writing that failure to comply with these guidelines may jeopardize his/her position within the partnership.

ATTACHMENT C ARTICLE XXV SECTION 1.C.

RGH RN Seniority Reinstatement Eligibility List

Employee/Person Number Eligible RGH Registered Nurse Name Registered Nurse RGH Bargaining Unit Seniority Date Reinstatement Date for the Period Between 3/19/2020 and 4/01/2022

Employee/Person Number	Eligible RGH Registered Nurse Name	Registered Nurse RGH Bargaining Unit Seniority Date Reinstatement Date for the Period Between 3/19/2020 and 4/01/2022
100130691	Abbott, Ashley	8/10/2015
100089866	Bacon, Victoria	9/23/2008
100130923	Bajwa, Gurtej	8/12/2019
100130115	Barnett, Marlene	7/7/1986
100015430	Colozzi, Deborah	4/14/2008
100130444	Cote, Tammy	7/14/2008
100130047	Deyoung, Lynn	2/8/1993
100130908	Driscoll, Edward	4/8/2019
100130026	Duffee, Elizabeth	6/8/1987
100130307	Dzicek, Kathryn	7/8/2019
100044307	Kankam, Gifty	4/13/2020
100060732	Kirchberger, Lee	9/24/2019
100130372	Mercure, Donna	10/9/2006
100130896	Mohown, Natalie	1/14/2019
100130881	Monticello, Karen	9/25/2018
100130710	Moser, Laura	4/12/2016
100130573	Parent, Kymberly	1/9/2012
100130709	Pugliese, Karen	4/11/2016
100130259	Smets, Anne	9/23/2002