

Presented across table 4/14 @ 5:17 p.m.  
Laurel Hill Healthcare

## District 1199's Statewide Nursing Home Proposals

*Modified March, 2009*

The Union reserves the right to add to, modify, delete or otherwise change its proposals. These are the Union's initial proposals.

1. Duration: 3/15/2011
2. Staffing: The following staffing ratios shall apply  
(ratios are bargaining unit staff : # of residents)

CNAs: 7-3 = 1:5  
3-11 = 1:10  
11-7 = 1:15  
LPN/RN: 7-3 = 1:15  
3-11 = 1:20  
11-7 = 1:30

*Effective July 1, 2009, the Facility shall schedule bargaining unit nurses and certified nursing assistants in accordance with the above staffing ratios.*

*Only persons who are actually available to work shall be scheduled. If the schedule has "holes" or vacancies in it the Facility may use part-time, full-time, overtime, per diem or agency employees to fill the holes – in that order. Agency fill-ins shall only be used when regular staff does not volunteer to work overtime. If, however, the Facility engages in a pattern of noncompliance in failing to schedule in accordance with the chart and does not fill in the "holes" in the schedule then the Facility shall pay a penalty equal to eight (8) hour's pay at the appropriate rate – RN, LPN, and/or CNA. This penalty shall be forwarded to an escrow account jointly administered by the union and the Employer. Monies from such account shall periodically be distributed to active employees or used to recruit and retain other staff.*

*If the Employer schedules correctly the Facility will not be penalized because of same day call outs by employees. The Facility must, however, make a good faith effort to replace same day call outs with other regular staff (part time and then full time) or per diem staff being asked in order of seniority to work to fill the called-out shift.*

*The ratios shall be calculated based upon in-house patient census over the twenty four (24) hour period for the entire Facility.*

3. Wages: **4%** increase per year, across the board & on the minimums. Wage increases effective January 1, 2009; January 1, 2010, January 1, 2011
4. Job Security: Employer to contribute to an 1199 sponsored Taft-Hartley "Severance Fund" on a monthly basis and such payments to be based on the previous month's payroll. Employer contribution shall be **1% (one percent)** of bargaining unit Employees' gross payroll.
5. Enforcement of Health & Pension Benefits: If the Employer does not make payments as required by the contract to keep Employees' health/medical insurance and/or Pension benefits current and in full force, the Union shall have the right to strike and the Union shall be relieved of the "No Strike" Article. ***All other terms and conditions of the contract shall remain in place.***
6. 1199 Pension Fund @ 8% of gross payroll. Standardized Pension Fund language attached.
7. 1199 Benefit Fund @ 23% of gross payroll. Standardized Benefit Fund language attached.

\*\* Pre-paid vacation will be credited and reported on payroll reports to the Benefit Fund during the pay weeks that members were actually on vacation.
8. 1199 Training Fund @ 1% of gross payroll. Standardized TF language attached.
9. Sick Days: 12 per year, Employees may cash out unused sick time annually if the Employee chooses to do so.
10. Holidays: 12 per year
11. Paid Release Time for union business. Effective July 1, 2009: The Employer shall bank thirty-two (32) hours per month of paid union release time to be used by Employees designated by the Union.

12. Neutrality & Card Check: If any Employees of the Employer at this facility or at it's other facilities wish to join the Union, the Employer shall be neutral. If the Employer does not remain neutral the Union can submit all disputes to AAA under its expedited arbitration process and the Arbitrator can impose penalties. **(SEE ATTACHED LANGUAGE PROPOSAL)**
13. Union Dues Checkoff: Add the following language to current dues check off Article.
- NEW: "All Union or agency fee dues deducted from employees' paychecks must be forwarded to the Union within seven (7) days of the deduction. Failure to comply with this requirement shall be arbitrable and the arbitrator shall have the authority to assess interest against the Employer at the rate of one and one-half percent (1.5%) per month on all dues and fees not forwarded to the Union within seven (7) days and shall also have the authority to require the Employer to pay all of the Union's arbitration costs."*
- NEW: Add option of weekly dues deductions. The Union will notify the Employer by September 1, 2009 if dues deductions should be made weekly or monthly.**
14. All fringe benefits (including vacation, sick time, holiday, personal, uniform) to be pro rated for part time Employees based on their actual paid hours not "status" hours.
15. Part time and per diem Employees who work on a holiday shall receive the premium holiday pay for all hours worked and shall not be pro-rated for their extra holiday pay (i.e. shall receive a full eight (8) hour additional holiday/pay).
16. Upon resignation, termination, or layoff all accrued and unused time, including sick, vacation, holiday, and personal days shall be paid to Employees.
17. FMLA:
- A. *FMLA & Workers Comp or other leaves of absence (Disability/Maternity, Medical, Educational, Other Leave, etc.) will not run concurrently.*
  - B. FMLA is separate LOA and is in addition to other leaves in the contract (i.e. disability or comp.)
  - C. Employees cannot be forced to use vacation or sick time during FMLA, but may do so at their own choice.

18. Workers Comp: Health insurance & Pension contributions to continue during workers' comp. leave of absence, for up to 12 months, *except where current contract language requires for duration of leave and/or greater than 12 months.*
- A. Not to count/run concurrently with FMLA or any other leave.
  - B. Employees may supplement their workers comp. payments with sick time to equal 100% of regular weekly pay.
  - C. Light Duty will be provided for any Employee who needs light duty due to workers comp. injury. Light Duty will be provided on the same shift and classification as the employee regularly works.
  - D. Employees on light duty will not be counted in the normal staffing complement.
19. Leaves of Absence:
- A. *Disability/Maternity Leave, Personal Leave, Medical Leave, Family Leave, "Other Leaves", Education Leaves and other types of Leaves of Absence are separate and distinct from each other and may be utilized in addition to FMLA leaves.*
  - B. *Employees shall be entitled to "Disability or Maternity Leave", "Family Leave", "Military Leave", Union Leave", "Educational Leave", "Union Leave", Educational Leave", "Personal Leave" and/or "Other Leaves" of absence for up to 12 months, except where current contracts provide for greater lengths of leave.*
  - C. *While an Employee is on Leave of Absence she/he may elect to use earned vacation, sick days, personal days, and/or holiday banked time to supplement pay during a LOA.*
  - D. Disability LOA: *All Employees shall be entitled to a disability leave of absence for a period of 12 months or the duration of the disability, whichever is greater. Employees may choose to supplement disability benefits with sick time in weekly pay to equal 100% of regular weekly pay.*
20. Grievances: If the Employer does not respond to the grievance in the time allowed in the contract, the grievance will be upheld in the union's favor. **This shall not prevent the parties from mutually agreeing, in writing, to extend the time limits on a case by case basis.**
21. Administrative Leave: Any "suspension pending investigation" shall be treated as administrative leave, with pay, for the duration of the investigation. All investigations shall be concluded within (3) days by the Employer.
22. No Subcontracting: "No bargaining unit work shall be subcontracted unless the subcontractor agrees in advance to retain the Employees and recognize all their rights, including but not limited to: seniority, wages, benefits, job classification, shifts and hours, under this Agreement. The Employer shall require any

subcontractor to accept the terms of this Agreement by written notice, such written notice shall be provided to the Union at least thirty (30) days prior to the effective date of any subcontracting.”

23. Layoff Language: *Add the following to existing language*

1. No layoff, elimination of position(s), reduction of hours or reduction of staff shall be implemented except under the following conditions.
2. The Union shall be notified at least forty-five days in advance of any layoff, reduction or hours or reduction of staff. The Employer's written notice to the Union shall include the amount of hours it proposes to layoff or reduce; the job classifications that are to be affected; the names of each employee who may be affected; the current hours and work schedule of the affected employees; the proposed change in work schedule/hours for the affected Employees; and seniority lists for each job classification for the entire bargaining unit.
3. A meeting shall be held between representatives of the Employer and the Union for the purpose of avoiding or mitigating said layoff within thirty (30) days of notification by the Employer to the Union of the proposed layoff or reduction.
4. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
5. No layoff or reduction of hours shall result in or require any remaining Employees to assume any work, duties or responsibilities in excess of what they were doing prior to the layoff/reduction.
6. No layoff or reduction of hours/positions shall be implemented by "shift". When the Employer implements any layoff or reduction of hours, the Employer shall first determine the number of hours it intends to lay off/reduce in a particular job classification; the Employees in the affected job classification who are to be laid off shall be affected by reverse seniority order; Employees shall be laid off from the bottom of the seniority list up, least senior to most senior, regardless of shift or scheduled hours.
7. Affected Employees are entitled to fill vacancies in their current job classification or in other job classifications and/or "bump" or displace less senior employees in other job classifications. A lack

of experience in other job classifications shall not prevent the Employee from exercising their right to bump or fill that position and the Employer shall provide the appropriate training necessary for the affected Employee.

8. For non-licensed and non-certified job classifications only, seniority shall prevail and shall be the sole criteria or qualification the Employer may rely on to determine an affected Employee's ability to fill vacancies, bump or displace employees during a layoff or reduction of staff.
9. The Union may have additional proposals regarding Layoff & Recall language.

24. Local Proposals to follow.

## Health and Welfare Article

The Employer shall contribute to the New England Health Care Employees Welfare Fund, and such payments shall be made monthly based upon the previous month's gross payroll for bargaining unit employees.

- A. Payments shall be due no later than the twentieth (20<sup>th</sup>) day of each month and calculation of the contribution shall be based on the previous month's gross payroll. By way of example, the January contribution payment shall be based on the gross payroll for the month of December and shall be due no later than the 20<sup>th</sup> of January.
- B. Effective March 1, 2009 the Employer shall make contributions to the New England Health Care Employees Welfare Fund at the rate of twenty-three percent (23%) of the gross payroll for Employees in the bargaining unit who regularly work an average of twenty (20) or more hours per week and who have completed their first sixty (60) calendar days of employment. Said contributions shall be calculated in accordance with the Fund's contribution policies which are available to all contributing employers. Such contributions shall be used by the Trustees of the Fund for the purpose of providing employees and their beneficiaries with health and other benefits as the Trustees of said Fund may from time to time determine.
- C. For new employees, the employer shall commence contribution payments to the Welfare Fund with the regular monthly payment immediately following the employees' completion of their first sixty (60) calendar days of employment. Employees who complete their first sixty (60) calendar days of employment on or after the twentieth (20<sup>th</sup>) of a month (contribution due date), shall be included in the employer's report of gross wages and contribution payments **due in that month.** This is to ensure that new employees begin to be eligible for Welfare Fund benefits on the first day of the month following completion of their first sixty (60) calendar days of employment.
- D. The Fund shall be held and administered under the terms and provisions of the Fund's Agreement and Declaration of Trust and any amendments thereof, which provide for equal Trustee representation by the Union and the employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

- E.** An independent audit of the New England Health Care Employees Welfare Fund is conducted annually and a statement of the results shall be furnished to the employer upon request.
- F.** The Employer shall submit regular monthly reports in such form and with such detail as may be necessary for the sound and efficient administration of the Fund. Payroll reports should be submitted to the Fund as soon as the month is complete.
- G.** The Employer shall make available to the Fund such records of Employees as classifications, names, social security numbers and accounts of gross wages paid, hours, hire dates, termination dates and leave status which the Fund may require in connection with the administration of the Fund or that may be required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records. The Employer shall assist in signing up eligible employees on appropriate enrollment forms provided by the Fund.
- H.** If a payment or payments are not made in compliance with Section B above, the Employer shall, from and after the due date and until full payment is made, pay interest on such arrears at the rate of one and one-half percent (1 ½) per month. Collection of employer delinquencies shall be pursued by the Funds and shall not be subject to the arbitration provisions of this agreement.

## Pension Article

The Employer shall contribute to the New England Health Care Employees Pension Fund, and such payments shall be made monthly based upon the previous month's gross payroll for bargaining unit employees.

- A. Payments shall be due no later than the twentieth (20<sup>th</sup>) day of each month and calculation of the contribution shall be based on the previous month's gross payroll. By way of example, the January contribution payment shall be based on the gross payroll for the month of December and shall be due no later than the 20<sup>th</sup> of January.
  
- B. Effective March 1, 2009, the Employer shall make contributions to the New England Health Care Employees Pension Fund at the rate 8% of the gross payroll for Employees in the bargaining unit who regularly work an average of twenty (20) or more hours per week and who have completed their first two (2) months of employment. Said contributions shall be calculated in accordance with the Fund's contribution policies which are available to all contributing employers. Such contributions shall be used by the Trustees of the Fund for the purpose of providing employees and their beneficiaries with pension retirement benefits as the Trustees of said Fund may from time to time determine.
  
- C. The Fund shall be held and administered under the terms and provisions of the Fund's Agreement and Declaration of Trust and any amendments thereof, which provide for equal Trustee representation by the Union and the Employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.
  
- D. Such Pension Fund at all times shall take whatever action is necessary to maintain approval of the U. S. Internal Revenue Service as a qualified pension plan and fund.
  
- E. An independent audit of the New England Health Care Employees Pension Fund is conducted annually and a statement of the results shall be furnished to the Employer upon request.
  
- F. The Employer shall submit regular monthly reports in such form and with such detail as may be necessary for the sound and efficient administration of the Fund. Payroll reports should be submitted to the Fund as soon as the month is complete.
  
- G. The Employer shall make available to the Fund such records of Employees as classifications, names, social security numbers and accounts of gross wages paid,

hours, hire dates, termination dates and leave status which the Fund may require in connection with the administration of the Fund or that may be required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records. The Employer shall assist in signing up eligible employees on appropriate enrollment forms provided by the Fund.

- H. If a payment or payments are not made in compliance with Section B above, the Employer shall, from and after the due date and until full payment is made, pay interest on such arrears at the rate of one and one-half percent (1 ½) per month. Collection of employer delinquencies shall be pursued by the Funds and shall not be subject to the arbitration provisions of this agreement.

## TRAINING FUND

- A. The employer shall contribute to the New England Health Care Employees Training Fund (the "Training Fund"). Monthly payments shall be based upon the previous month's payroll.
1. The contribution shall consist of a sum equal to one percent (1%) of the monthly gross payroll of employees in the bargaining unit, exclusive of amounts earned by employees who have not completed their probationary period.
  2. Payments shall be due no later than thirty (30) days following the payroll month on which they are based.
  3. Such contributions shall be used by the trustees of the Training Fund for the purpose of providing education and training in the health care field for employees for their self-improvement and for improved patient care, as the trustees of the said Training Fund may determine.
- B. The Training Fund shall be held and administered under the terms and provisions of the agreement and Declaration of Trust, and any amendments thereof.
- C. An independent audit of the Training Fund shall be made annually and a statement of the results shall be furnished to the employer.
- D. The employer shall submit regular monthly reports in such form as may be necessary for the administration of the Training Fund.

E. The employer agrees to make available to the Training Fund such records of employees as classifications, names, social security numbers and accounts of wages which the Training Fund may require in connection with the operation of the Training Fund or that may be required in order to determine the eligibility of employees for Training Fund benefits, and to permit accountants for the Training Fund to audit such records of the employer.

## **EMPLOYER NEUTRALITY IN UNION ORGANIZING CAMPAIGNS**

The Employer agrees to neutrality in any Union organizing campaign with regard to any of its non-union employees at its existing Connecticut facilities, and any facilities acquired during the terms of this agreement, and will so notify its employees, supervisors, and managers. Neutrality means that no manager or supervisor will in any way express opposition to the non-union employees selecting the Union as their collective bargaining representative. Neither the Union nor Employer will disparage the other in any unionization campaign. Upon request by the Union, but not more than twice per month, the Employer will provide the Union with a list of non-union employees in each of its facilities that includes home addresses. The Union shall provide advance notice to the employer when it intends to organize a unit of employees and/or a facility. Upon presentation to the Employer of authorization cards signed by a majority of employees in a unit, the Employer will recognize the Union as the exclusive bargaining representative for the employees. If either party claims that the other has violated this agreement, the issue may be submitted to binding arbitration. In the event a violation is found, the arbitrator shall have the authority to order a remedy enforcing this Agreement.

When the Union is recognized as the collective bargaining agent for employees pursuant to the above, the parties shall meet to negotiate a collective bargaining agreement.

