

## PREAMBLE

This Agreement is made and entered into as of by and between Saint Mary's Home, Incorporated, located at 2021 Albany Avenue, West Hartford, Connecticut (hereinafter called the "Employer") and New England Health Care Employees Union, District 1199, SEIU with its offices located at 77 Huyshope Ave, Hartford, Connecticut (hereinafter referred to as the "Union") acting herein on behalf of the Employees of the said Employer, as hereinafter defined and collectively designated as the "Employees."

WHEREAS, the Employer recognizes the Union as the collective bargaining

representative for the Employees covered by this Agreement as hereinafter provided; and WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the residents of the Employer as well as of the Employer and its Employees, to avoid interruptions and interferences with services to residents and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

WHEREAS, it is the desire, intent and purpose of the parties hereto that this

Agreement shall provide for the continued provision of quality care and services through the maintenance of high standards of care and services; NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE 1 - RECOGNITION AND DEFINITION OF BARGAINING UNIT**

1.1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time and per-diem service and maintenance employees including skilled maintenance employees and cooks. employed by the Employer at its 2021 Albany Avenue, West Hartford, Connecticut location; but excluding all other employees, primary hostess, assisted living dining room supervisors, temporary employees, office clerical employees, managers and guards, and professional employees and supervisors as defined in the Act.

1.2 The term "Budgeted Hours" is defined as the number of hours that the Employer has designated for the position filled by an employee and does not include extra shifts that an employee may work.

1.3 A "full-time employee" is defined as an employee who is hired, or is the successful candidate for a posted position with sixty (60) or more Budgeted Hours per bi-weekly pay period.

1.4 A "part-time employee" is defined as an employee who is hired, or is the successful candidate for a posted position with less than sixty (60) Budgeted Hours per bi-weekly pay period, excluding per diem.

1.5 The term "per diem" is defined as an employee who has no regularly scheduled hours. To maintain their status as an employee, per diem employees must meet each of the following criteria unless Employer does not offer the per diem employee enough shifts to meet the criteria: a) Work at least one recognized holiday that occurs during the months of November through January and one recognized holiday that occurs during the months of March through September and b) Work a minimum of 16 hours and/or two (2) shifts per month, which shall include a minimum of one (1) weekend shift per month.

1.6 A “temporary employee” is an employee who is hired directly by the Employer for up to three (3) months and is so informed at the time of hire. Typically, a temporary employee is hired for a special project, to replace an Employee who is on leave, such as due to an illness or injury, or who is on vacation, or to temporarily fill a vacancy that was posted and unable to be filled in accordance with Article 10. Temporary employees are not members of the bargaining unit and are not covered under this Agreement. The said three (3) month period may be extended up to an additional three (3) months or for the length of the leave of the Employee being replaced, with the consent of the Union, which consent shall not be unreasonably withheld however, such Employee shall become a member of the Union after the expiration of the initial three (3) month period, or after any extension thereof. Employee’s may on a temporary basis pick up a shift or shifts in addition to their existing shifts and/or schedule so long as the employee maintains their existing shifts/schedule for the duration of a temporary vacancy.

1.7 At the time a new employee subject to this Agreement is hired, the Employer will notify the employee of its contractual relationship with the Union in its offer letter. The Employer shall notify the Union of the new employee orientation schedule via electronic mail at least one week in advance and shall allow a Union Delegate or Union designee to meet with new employees on paid time for 15 minutes during orientation. In cases where the Employer schedules an orientation less than seven (7) days in advance, the Employer will notify the Union as soon as the orientation has been scheduled.

#### **ARTICLE 5 - EQUAL EMPLOYMENT**

Both the Employer and the Union shall comply with applicable law concerning prohibition of discrimination on the basis of race, color, creed, national origin, religion, sex including sexual orientation, gender identity, or transgender status, gender, pregnancy including childbirth, lactation, and related medical conditions, genetic information, veteran status, age, marital status, union affiliation, and physical or mental disability or any other status protected by federal, state or local law.

#### **ARTICLE 6 - UNION ACTIVITY**

6.1 Except as specifically provided in this Article, no Employee shall at any time engage in any Union activity, including the distribution of literature, during his or her working time, in working areas of the Employer, where services might be provided.

6.2 A duly authorized representative of the Union shall be granted reasonable access to the Employer’s facility for the purpose of conferring with the Administrator or his/her designee, a Union Delegate and/or Employees, and for the purpose of administering this Agreement after providing 24 hour advance notice to the Administrator or his/her designee, of the intended visit. Visits will not in any way be detrimental to the residents’ care and welfare and shall not interfere with the operation of the community or the performance of employees’ duties. Shorter notice periods may be granted by mutual agreement, which will not be unreasonably denied. Employer’s exercise of discretion to agree to or deny a shorter period shall not be subject to the grievance process. It is agreed that the Representative must enter through the main entrance and notify the front desk that he/she has arrived. It is agreed that the Union Representative will not have access to resident areas or department offices Such visits shall not interfere with or disrupt the work of the employees or the operations of the Employer, and there shall be

no meetings causing cessation or disruption of resident care or services in any way. If the meeting is to be with an Employee, including a Union Delegate, such meetings shall occur immediately before the employee begins his/her shift, immediately after an employee completes his/her shift, during a break period or during a meal period.

6.3 The Union will use the existing bulletin board(s) for the purpose of posting Union notices, such as Union meetings, elections, and social activities. The Union will provide the Administrator or his/her designee, with a copy of the posting. No material shall be posted that contains profane or obscene language or that is defamatory of the Employer, or its affiliated companies, or the methods, policies, or practices of the Employer.

6.4 The Employer will use the existing bulletin Board for the purpose of posting Employer Notices. Each employee shall be responsible to read bulletins posted by the Employer. Notices will remain up for a period of fourteen (14) calendar days then placed in a book located in Human Resources which is accessible to employees. Posting on Employer bulletin board shall not replace in-services. Employees shall be notified of postings via the Employer's current employee communication practice which may include electronic communication.

6.5 Within ten (10) days of the execution date of this Agreement, the Union will furnish to the Employer a list of authorized employees from Saint Mary's Home bargaining unit that shall serve as delegates for employees covered by this Agreement and representatives authorized by the Union to represent its interest and shall also notify the Employer in writing of any modifications to such list. The parties agree that the Employer is under no obligation to discuss employee or Union issues with any person not on such Delegate/Representative list.

## **ARTICLE 7 - MUTUAL RESPECT AND DIGNITY**

The Parties recognize and agree to abide by the Core Values that give evidence to the fulfillment of the Mission of The McAuley. These core values are Reverence, a Commitment to Those Who are Poor, Safety, Justice, Stewardship, and Integrity. In we believe in and honor the sacredness and dignity of every person; we commit to living these values as our guiding behaviors and attitudes in all our workplace relationships. The Parties acknowledge that residents, employees, supervisors, visitors, vendors, physicians and others are to be treated by one another with courtesy, sensitivity, calmness, and respect. It is the expectation that all Employees make a conscious effort to ensure a professional, hospitable, and helpful environment for all who live at, work at or visit the Employer. The Employer will ensure that supervisors treat employees with respect; and employees will treat supervisors, employees, residents, vendors, physicians, and others with respect. If disciplinary action becomes necessary, the supervisor issuing the notice of discipline shall do so privately. Union representatives will conduct Union business that is permitted under this Agreement in a respectful manner.

## **ARTICLE 8 - SENIORITY /LAYOFFS**

### 8.1 Definitions

(a.) Seniority means the length of continuous employment in any bargaining unit position at the Employer. Upon request, the Employer shall provide a current seniority list showing the name of each

Employee and seniority date. (b.) There shall be the following classifications of Employees for seniority purposes.

i. Skilled Maintenance

ii. Cooks

8.2 Accrual:

(a.) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of hire. Seniority shall accrue during a continuous authorized leave of absence, with or without pay, for a period of up to one (1) year and during a period of continuous layoff not to exceed six (6) months.

(b.) Temporary employees, as defined in Article 1, Section 1.6, shall have no

seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, then his/her seniority shall be retroactive to their first date of employment as a temporary employee.

8.3 Loss of Seniority: An Employee's seniority shall be lost, and the Employee will be terminated in the event of any of the following:

(a.) The Employee voluntarily terminates employment or retires unless the Employee is reemployed by the Employer in a bargaining unit position within thirty (30) days.

(b.) The Employee is discharged or otherwise involuntarily terminated by the Employer for just cause.

(c.) The Employee fails to report to work immediately following the end of an authorized leave of absence; unless prior to such expiration the Employer approves an extension or modified return to work date in writing.

(d.) The Employee fails to return to work upon recall from layoff within ten (10) calendar days after being notified by certified mail.

(e.) The Employee is absent without notice or leave for three (3) consecutive days, unless physically unable to provide notice.

(f.) The Employee is on continuous layoff for an either (i) twelve (12) months or(ii) if employed for less than twelve (12) months, the length of the employee's continuous service.

(g.) The Employee takes employment elsewhere on a per diem, part-time or fulltime basis during an authorized leave of absence; or, if the employee was employed elsewhere or for themselves prior to the leave of absence, performs work elsewhere that is inconsistent with the leave of absence or increases the extent of such employment.

(h.) Inability to perform the essential functions of the position for twelve (12) months in any fourteen (14) month period, provided that the Employer has complied with applicable State and Federal Law.

8.4 Application: Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

## 8.5 Layoffs:

(a.) In the event of a layoff, the Employer shall determine the position (classification, title, shift, hours, and unit) that will be eliminated and will provide the Union thirty (30) days advance notice unless the layoff or reduction of hours is due to reasons beyond the control of the Employer. The notice given to the Union shall identify the affected job classification(s) and shift(s), and the employee(s) who the facility anticipates will be affected. Along with the notice the Employer shall provide a copy of the core schedule and a list of all bargaining unit employees, including their classification, hours, and seniority. Within ten (10) days of notice, Management agrees to meet and discuss the impending layoff with the Union. There shall be the following classifications for layoff purposes:

i. Skilled Maintenance

ii. Cooks

(b.) Probationary Employees within each impacted job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their bargaining unit seniority.

(c.) In the event of a layoff, such laid off Employee may elect to bump another Employee in the bargaining unit if they meet the minimum requirements. Bumping rights shall occur in following order:

i. A less senior employee in the same classification and on the same shift.

ii. A less senior employee in the same classification on a different shift.

(d.) Any laid off Employee that exercises his/her bumping rights pursuant to this section must be willing to accept the shift, schedule, number of hours per week, qualifications and other requirements of the position and will be awarded the position so long as the Employer determines that the laid off employee is qualified for that position. Any employee bumped pursuant to this section may not in turn bump another employee in accordance with the terms of this section.

(e.) Employees who have had their hours permanently reduced shall have the same rights to bid on vacant positions and to displace employees as employees who have been laid off.

8.6 Recall: Whenever a vacancy occurs in a job classification within one (1) year, which the Employer decides, in its sole discretion, to fill, the Employer will recall Employees who are on layoff based upon their ability to perform the job. The recalled Employee must be willing to accept the number and scheduled hours of the vacant position. Probationary Employees who have been laid off shall have no recall privileges.

## **ARTICLE 9 - HOURS AND SCHEDULING**

9.1 The workweek commences on Saturday at 11:00 p.m. and ends the following Saturday at 10:59 p.m. Employees shall be paid on a bi-weekly basis with the pay period commencing on Saturday at 11:00 p.m. and ending fourteen days later at 10:59 p.m.

9.2 The Employer shall establish a work schedule for all classifications of work and positions covered by this Agreement. The schedule shall consist of starting and ending times for each day of the week, weekend work requirements, split shifts and/or on-call responsibilities. In the event that an employee

calls out for a scheduled weekend shift(s), the Employer may assign that employee to another shift(s) within the next thirty (30) days.

9.3 All employees are required to work their scheduled hours, including weekend work requirements, unless arrangements for a replacement have been made by the employee and approved by the manager at least seventy-two (72) hours prior to the start of work.

9.4 Employees working seven and one-half (7 ½) consecutive hours shall be entitled to a one-half (½) hour paid meal period and one (1) paid fifteen (15) minute break period. Any employee working more than four (4) consecutive hours shall be entitled to one (1) paid fifteen (15) minute break period. Meal periods and break periods shall be assigned by the Employer to each employee in a manner that does not interfere with the operations of the Employer or affect resident services and which the Employer may require to be taken in a designated location.

9.5 Nothing herein shall be construed as a guarantee of hours per day or per week. Nor shall anything in this article be deemed to abridge the Employer's right to utilize per diem and temporary employees as set forth in this Agreement.

#### **ARTICLE 10 - VACANCIES & OPEN SHIFTS**

##### 10.1 Vacancies

(a.) Before hiring a temporary employee to replace an employee on an approved leave of absence or in the event that the Company, in its sole discretion, decides to post a temporary position or where a vacancy in a part-time or full-time bargaining unit job occurs and the Employer has decided in its sole discretion to refill the position, the Employer shall post a notice of such vacancy on the bulletin board it normally uses for notices to bargaining unit Employees for a period of five (5) working days excluding weekends and holidays. The Employer will review each position as it becomes vacant to determine staffing needs in that Department and may choose, in its sole discretion, to change the number of hours and/or classification of any vacancy before posting the position. The posting shall include the title, shift, number of hours per week, status, qualifications, and other requirements of the position. If an Employee has had discipline more severe than a written warning or has had more than one written warning for any type of disciplinary issue within the preceding nine (9) months, the Employer may disqualify that Employee from posting for a vacancy.

Also, in the case of a temporary position, the employee must be able to work the temporary position (i) for the duration of the leave of absence and (ii) in addition to the employee's regular position without creating an overtime or premium pay situation and without a scheduling conflict.

(b.) Where two (2) or more Employees apply for such vacancy, the Employer shall give due consideration to their seniority, experience, and qualifications, and where their qualifications, experience, and ability to perform the job are substantially equal, seniority shall be the governing factor in the promotion. If there are no qualified Employee applicants, the Employer may fill the job from any available source.

#### **ARTICLE 18 - PERSONNEL RECORDS**

Within a reasonable time of receiving written notice from an employee the Employer shall permit an employee to examine and copy any/all material in his/her personnel file in accordance with applicable law. The Employer may charge a reasonable fee for any copies made by the employee.

## **ARTICLE 19 - DISCHARGE AND PENALTIES**

19.1 The Employer shall have the right to discharge, suspend or discipline any Employee for cause. When determining the appropriate level of discipline, the Employer shall not consider any discipline dated more than two years earlier so long as the employee has had no further discipline within the two-year period, although this sentence shall not apply to any discipline pertaining to resident care, misconduct toward a resident or workplace violence.

19.2 The Employer will notify the Union in writing of any discharge or removal from duty pending the investigation within forty-eight (48) hours from the time of discharge or removal from duty.

19.3 If the Union desires to contest the discharge, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereafter set forth commencing, however, at Step 2 of the grievance procedure.

19.4 If the Union notice of contest is given from six (6) to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

19.5 If the discharge of an Employee results from conduct relating to a resident and the resident does not appear at the arbitration, the arbitrator shall not consider the failure of the resident to appear as prejudicial.

19.7 The term "resident" for the purposes of this Agreement shall include those seeking admission and those seeking care or treatment as well as those already admitted.

All the time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and holidays.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

20.1 A grievance shall be defined as any dispute or complaint arising between the Parties hereto about the interpretation, application, performance, termination, or any alleged breach of this Agreement and shall be processed and disposed of in the following manner:

STEP 1. Within ten (10) working days after the date the event giving rise to the grievance occurs or becomes known, an Employee having a grievance and/or her/his union delegate or other union representative shall take it up with her/his immediate supervisor or department head. The Employer shall give its answer to the Employee and her/his union delegate or other representative within ten (10) working days after the presentation of the grievance in step 1.

STEP 2. If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the Administrator or designee within ten (10) working days after the answer in Step 1. A grievance shall be presented in this Step to the Administrator or her/ his designee. The parties shall hold a grievance meeting within thirty (30) days of the presentation of the grievance at Step 2. The Employer shall answer the grievance in writing within ten (10) working days after the grievance meeting. If the meeting does not take place within thirty (30) days, then the employer will consider the grievance resolved.

STEP 3. If the grievance is not settled in Step 2, the grievance may, within ten (10) working days after the answer in Step 2, be presented in Step 3 to the Administrator or designee. A grievance shall be heard in this Step by the Corporate Human Resources Department or designee. The parties shall hold a grievance meeting within thirty (30) days of the presentation of the grievance at Step 2. The Employer shall answer the grievance in writing within ten (10) working days after the grievance meeting. If the meeting does not take place within thirty (30) days, then the employer will consider the grievance resolved.

20.2 Failure on the part of the Employer to answer a grievance at any Step shall not be deemed acquiescence thereto, and the Union may proceed to the next Step. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limit specified in Article 19.

20.3 Without waiving its statutory or other rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

20.4 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and holidays. The parties may extend the time limitations referenced in this Article by mutual written agreement.

20.5 A Grievance shall be deemed final and automatically closed unless a timely grievance is filed in accordance with this article. Any disposition of a grievance from which no timely appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

20.6 A grievance which affects a substantial number or class of Employees must be reduced to writing and filed within ten (10) days of the event giving rise to the grievance. Grievances of this nature, if timely, may initially be presented at Step 2 by the Union representative.

## **ARTICLE 21 – ARBITRATION**

21.1 A grievance, as defined in Article 20, which has not been resolved there under may, within ten (10) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Dispute Resolution Center. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Dispute Resolution Center.

21.2 The request for arbitration shall set forth the nature of the grievance and shall state what provisions of this Agreement are claimed to be involved.

21.3 Should a grievance involve the discipline or discharge of an employee resulting from conduct relating to a resident or a visitor and the resident or the visitor does not appear at the arbitration hearing, the Employer may submit any statements created by the resident or the visitor, and the Arbitrator shall not consider the failure to appear of the resident or visitor to be prejudicial to the Employer's case or position.

21.4 The fees and expenses of the American Dispute Resolution Center. and the arbitrator shall be borne equally by the parties. If the arbitration is mutually postponed then the fees and expenses will be equally



borne, otherwise the party that is postponing the arbitration shall be responsible for the entire cost of the postponement.

21.5 The opinion and award of an arbitrator hereunder shall be in writing and the award shall be final, conclusive, and binding upon the Employer, the Union, and the Employees.

21.6 The arbitrator shall have jurisdiction only over disputes concerning grievances as defined in Section 20.1 of Article 20 and shall have no power or authority to add to, subtract from, or modify in any way any of the terms of this Agreement.

## **ARTICLE 22 - NO STRIKE OR LOCKOUT**

No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, picketing, or other interference with the operations of the Home. This clause shall not prohibit an individual Employee or Employees from engaging in peaceful picketing off the property of the Home in regard to a matter which is not subject to the grievance and arbitration procedure of this Agreement. If an Employee or Employees engage in picketing which directly or indirectly concerns a grievance in which he or they are involved, such grievance shall not be subject to the grievance and arbitration procedure hereunder insofar as it pertains to such Employee or Employees.

The Union, its officers, agents, representatives, delegates and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, picketing (including without limitation picketing which is permitted by an individual Employee or Employees, but not the Union, as and to the extent provided in section 1 of this Article), or other interference with the operations of the Home, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law

or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, picketing, or other interference with the operations of the Home occur, the Union, within twenty-four (24) hours of a request by the Home, shall:

- a. Publicly disavow such action by the Employees.
- b. Advise the Home in writing that such action by Employees has not been called or sanctioned by the Union.
- c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
- d. Post notices at Union bulletin boards advising that it disapproves such action and instructing Employees to return to work immediately.

22.3 In the event of an alleged violation of this Article, the Employer may institute special arbitration proceedings regarding such violation by notice thereof to the other party and to the American Dispute Resolution Center which shall, immediately upon receipt of such notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours after his/her appointment, upon

notice to the Employer and the Union. Notice pursuant to this provision shall be by the most expeditious means available and may include notice by facsimile. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Employer and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he/she may deem appropriate to promptly terminate such violation. No opinion shall be required by the arbitrator, but only a written award and order which shall be issued at the hearing. Such award and order shall be final and binding on the Employer, the Union and the Employees and may be immediately confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application or petition of the aggrieved party.

### **ARTICLE 23 - MANAGEMENT RIGHTS**

Except as specifically limited by any of the express provisions of the Agreement, the Union agrees that the management of the Employer and the direction of the working force shall be in the sole discretion and is the sole responsibility of the Employer; that all management rights are reserved and retained exclusively by the Employer; that nothing herein shall in any way limit or abridge the Employer's authority to exercise the regular and customary functions necessary to manage its business; and that all rights, powers and authorities to manage its business, whether exercised or not, shall remain solely and exclusively in the Employer, including all such rights and authorities as existed prior to the execution of this Agreement. The management functions and responsibilities that are not expressly modified or restricted by a specific provision of this Agreement and that are retained and vested exclusively in the Employer include, but are not limited to, the rights to (1) establish, promulgate, administer, continue, change, modify, abolish and enforce policies, procedures, safety and security rules, rules of conduct, methods, processes practices and/or rules of any kind, including those related to patient care, operations, discipline, training, the conduct of the business, services, facilities and maintenance of the Employer and to enforce penalties for their violation; (2) determine the methods, processes and materials to be employed in operations and in maintaining the operations; (3) determine the standards of quality and production to be maintained and maintain the efficiency of employees; (4) determine the number, location and operation of divisions, departments and all other units of the Employer; (5) introduce new or improved methods, policies or facilities regardless of whether or not the same cause a reduction in the work force; (6) determine the scope of the Employer's activities and business to be transacted, work to be performed and methods pertaining thereto; (7) discontinue, reorganize or combine any department, branch or unit of operations with any consequent reduction or other changes in the work force; (8) continue, discontinue or re-locate the operation of any operation or facility; (9) terminate, merge, consolidate, relocate, sell or otherwise transfer its office or business; (10) exercise discretion and control over the Employer's organization; (11) determine, change, modify, alter, institute, replace, add, eliminate, control and regulate the use of supplies, equipment and other property owned or leased by the Employer; (12) allocate, assign and plan the work; (13) determine and set hours and schedules; (14) determine the number of hours per day or per week operations shall be carried on; (15) manage, direct and schedule the work force; (16) determine the duties to be performed by employees, which duties may include the assignment and responsible direction of other staff; (17) determine, manage and/or require overtime work and hours; (18) establish, modify and/or abolish jobs, job

descriptions and/or job classifications; (19) establish, expand, reduce, alter, consolidate or abolish any job classification, department, operation or service; (20) determine the assignment of work, the qualifications required and the size and composition of the workforce; (21) determine staffing patterns, staffing levels and areas worked; (22) select and determine the number, composition and type of employees required; (23) determine whether to train and what kind of training to provide to employees; (24) hire, promote, demote, layoff, transfer, assign, or reassign employees; (25) relieve employees from duty because of lack of work or other legitimate reasons as determined by the Employer; (26) reprimand, warn and otherwise maintain discipline; (27) suspend and discharge employees for cause; (28) use and implement monitoring systems, as well as promulgate, modify or abolish rules and regulations regarding such systems; (29) use any data from any monitoring system to make employment decisions, including, but not limited to, job assignments, layoffs, scheduling, economic incentives, discipline, suspension, and discharge; (30) hire temporary and/or seasonal employees; (31) continue, for clinical or operational reasons and on a temporary or short-term basis, to allow supervisors and non-unit employees to perform unit work and to assign employees to work as supervisors; (32) subcontract work to the extent previously performed without prior notice to the Union or any employee and otherwise subcontract with notice to the Union; (33) establish, administer, or change any bonus, incentive or merit plans; (34) use and implement technological changes regarding the Employer's operations, including, but not limited to, technological changes regarding the performance of patient care, human resources, or labor relations, whether or not the same cause a reduction in the work force; and (35) otherwise generally manage the Employer, attain and maintain full operating efficiency and optimum patient care, and direct the work force. The foregoing list of particular rights of the Employer does not limit the general rights of the Employer to manage its business and to operate its establishment with maximum efficiency to fulfill its obligation to its patients and preserve its competitive and financial position.

#### **ARTICLE 24 - PAST PRACTICE**

24.1 The Employer shall not be required to continue any prior policy, practice or procedure of the Employer, except for those specifically enumerated in this Agreement.

24.2 No act or omission of the Employer prior to the signing of this Agreement shall be used in any way to establish any "past practice" of the Employer.

24.3 It is agreed that the terms "policy, practice or procedure" shall specifically include both economic and non-economic matters.

#### **ARTICLE 25 - SUCCESSORSHIP**

If the Employer decides to sell or transfer any of its operations, it will advise the Union at least sixty (60) days prior to the effective date of such sale or transfer. Such notice shall include the name and address of the purchaser.

#### **ARTICLE 26 - EFFECT OF LEGISLATION - SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Connecticut, such provision shall be superseded by the appropriate provision of such law or regulation, so long as the same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect.

#### **ARTICLE 27 – LABOR MANAGEMENT COMMITTEE**

A committee designated by the Union of up to two (2) employees, will meet with Management once per fiscal quarter, upon request of either party to discuss issues or problems of staffing, safety and other terms and conditions of employment. The parties may schedule additional meetings by mutual agreement. The party requesting the meeting shall submit topics for discussion no later than forty-eight (48) hours prior to the meeting or the meeting will be rescheduled.

#### **ARTICLE 28 – PAYCHECKS & ACCESS TO RECORDS**

28.1. An employee may access their available paid time off and punch records through the Employer's human resources information system via employee self-service.

28.2. In the event of a paycheck error exceeding the equivalent of two (2) hours pay at the Employee's regular rate that is due to an error of the Employer, an Employee may elect to receive the funds in the next pay cycle or choose to receive the funds within two (2) business days by direct deposit (if the employee is already paid by direct deposit). To receive the funds within two (2) business days, the employee must submit the appropriate form to the Employer's Payroll Department before noon. For example, if an Employee submits the form before noon on Monday, the direct deposit payment will be made on Wednesday. If an Employee fails to properly punch in or out of work and does not immediately fill out and submit a Time Exception Form to the Employer's Payroll Department in a manner established by the Employer, the error shall be considered an Employee error will receive the funds in the next pay cycle.

#### **ARTICLE 29 – DURATION**

This Agreement shall be in full force and effect for the period commencing XX/XX/XXXX and ending at 12:01 a.m. on XX/XX/XXXX.

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 within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Home and the Union for the life of this Agreement each voluntarily waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is further agreed that this Agreement can only be added to,

detracted from, altered, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.