

Article Number	Article Title	Notes
2	Recognition	only change is add any new sites; ask Vicki if there are any new sites
3	Check-Off / Union Security	strikes language allowing hospital to stop dues deduction; adds COPE language
4	Union Access	Bulletin Boards at UHC, Fanny Increase bank of hours;
5	Information	p8. 2 home, work email, home cell, home address
7	Non-Discrimination	add gender identity
9	Per Diem Employment	double the differentials, keep the same minimum, Quarterly bonuses for nights and for certain # of hours per quarter
12A	Internal Posting Shift/Schedule Preference	8 hour shifts not unreasonably denied
16	Layoff	lots of language around furlough
17	Recall	delete language about written warning, suspension
18	Hours of Work/Staff Schedules	Travellers aren't the priority; block/prefered; SEction G;c. Unless otherwise agreed there will be 48 hours between consecutive days;
18A	Scheduling Vacation/Summer CTO	Sept: Mar-Aug; Feb: Sept-Sept-Feb ; first year Jan-Aug;
19	Overtime	Make clear that 24 hours for urgent is for any work (APRN or RN)
20	Staffing	min. \$20/hour for all staff
20A	Staffing Adjustments	p.40 b3; After urgent, Incentive shifts are cancelled; nurse to patient ratios will be changed to accomodate acuity prior to downstaffing; Per Diems can move to straight pay
22	Wages	
23	Differentials and Incentives	Work 72 hour nights, get paid for 80; Bailer, work both weekend days, get paid for 36 hours; Differential for floors with high level of travellers
24	On Call/Call In	Increase pay, available to salaried employees
25	Holiday Pay	Holiday pay= 8 hours for everyone for every . If you work get time and a half and can take the 8 hours of CTO. Stacking Holiday pay with urgent; Thanksgiving extended through 7a Friday
26	Bereavement	Spouse, parent or child get additional 3 days; Can use for comfort care
28	Certification	Pay for licenses; Studying can be done outside of the hospital. Add Mandatories may be done at home if can't get done at work.

29	Educational Reimbursement	Free tuition for nurses and dependents at UVM. Take end dates off of WGU. Incr everything in H; \$500/month of loan forgiveness; \$1000/month APRNs
29A	CARP	Add 2 Union reps to the Board; take out "including making programtic change" If a manager refuses to a sign a letter of recommendation, the committee shall consider the application anyway.
30	Flexible Benefits	Free insurance for FT; better for PT
31	Retirement	Improved benefits
32	CTO	morel CTO on all hours worked, Ability to take vacation if approved and if CTO was used to cover illness.
34	FMLA	6 paid weeks for the birth or adoption of a child (don't have to use CTO);
42	Personnel Files	Evals done by clinical person
43	Health and Safety	put Porter language in; MOAB training for all employees; PPE Committee;
45	Parking	no permanent ban on the garage/carpool; Free monthly bus passes
50	Duration of Contract	Expires Spring/Summer 2024
Appendix		Update/add all staffing grids
Side Letter	CNM Admitting Priveleges	
Side Letter	Right to Organize	Gives unorganized staff the right to join via majority sign up process
Side Letter	Contract Expirations	allows Techs to line up contract expiration with nurses
Side Letter	APRN Step Placement	
Side Letter	LPN Career Ladder	

### Article 3 – Check-Off / Union Security

Sections A-G & I: *no change*

~~H. This Article and any check-off authorization covered by this Agreement will become null and void upon expiration of this Agreement unless the Hospital and the VFNHP agree in writing to extend this provision.~~

J. The Hospital shall also allow employees to authorize additional Union-related deductions, including for the Union's COPE fund.



## Article 4 – Union Access

Sections A-B: *no change*

C. The VFNHP will be provided one bulletin board per inpatient or outpatient unit in the employee lounge/locker room area, or in a location to be mutually determined by the VFNHP and the Hospital.

The Hospital will provide the VFNHP with three (3) locked bulletin boards on which to post:

1. Official VFNHP notices (i.e. VFNHP meetings, workshops, elections of officers, and VFNHP outings).
2. Notices required by law.
3. Bulletin boards will be located at the following locations:
  - a. MCHV Campus: hallway next to the entrance of the McClure Lobby Coffee Shop
  - b. Fanny Allen Campus: Next to Outpatient Pharmacy ~~hallway on the ground floor near the Dunbar Cafeteria~~
  - c. UHC Campus: Arnold Hallway ~~ground floor near the cafeteria~~

A courtesy copy of all posted material shall be submitted to Manager of Employee & Labor Relations, or his/her designee, prior to, or at the same time as, posting. These bulletin boards will at all times carry a label clearly identifying them as VFNHP space for use and disclaiming any Hospital responsibility for any matter posted on them. No notices or other materials may violate law or be personally derogatory or demonstrably untrue. These bulletin boards shall be locked with keys held by the VFNHP.

D. A VFNHP steward shall have up to thirty (30) minutes to orient newly hired bargaining unit employees to the VFNHP during nursing orientation at a time designated by the Hospital. The bargaining unit employee shall be paid for the time spent in orientation with a VFNHP Representative. The VFNHP will provide the Hospital with copies of all materials presented to bargaining unit employees during orientation. The VFNHP will be notified at least one (1) week in advance of the date, time and place of orientation.

E. Beginning on October 1 of each year this Agreement is in effect, the Hospital will reimburse bargaining unit employees up to a combined total hours at the bargaining unit employee's base pay rate (not including other payments such as differentials) for VFNHP activities related to this bargaining unit, such as investigation of grievances, training for grievance representation, collective bargaining, and Weingarten representation, in the following amounts:

- 1000 hours (October 1, 2021 through September 30, 2022).
- 560 hours (October 1, 2022 through September 30, 2023).
- 1000 hours (October 1, 2023 through September 30, 2024).

- ◆ ~~560 hours (October 1, 2018 through September 30, 2019);~~
- ◆ ~~800 hours (October 1, 2020 through September 30, 2021);~~

Unused hours in any year will be added to the total of the next year up to a maximum of 1400 ~~1000~~-total hours. The time must be coded as Union Time for payroll purposes and will not be used to calculate the overtime rate. All requests for Union Time must be submitted by the VFNHP to the UVMHC Labor Relations. Union Time is not considered work time for any purpose including calculation of overtime, night, or weekend incentive payments.

F. The union may request that a bargaining unit employee may take unpaid time off to participate in an arbitration related to this agreement. Such requests will not be unreasonably denied.

G. The Hospital shall allow the Union President, Vice President and Grievance Chair, to reduce their hours or change status to part time or per diem status ~~of no less than 0.5 FTE~~. The Hospital will restore the officials to the same position and schedule/shift upon completion of the union leave without loss of Unit or Hospital Seniority, so long as they work in an area with at least 10 committed hours bargaining unit employees. If the work area has less than 10 committed hours bargaining unit employees, the union official shall be offered the next vacancy within the area, subject to any other legal obligations.

## **Article 5 - Information**

Sections 1, 3 & 4: *no change*

2. The Hospital shall electronically provide the VFNHP on the Wednesday before the following Monday's New Employee Orientation, a working Excel file with the following information on all New Hires and employees transferring into the Bargaining Unit .
  - UVMHC ID
  - Name (Last Name, First Name)
  - Job Code
  - Job Title
  - Dept ID
  - Location Descr
  - Union Code
  - Work email
  - Home email
  - Mobile phone (or home phone if no mobile phone)
  - Home address



### **Article 7 – Non-Discrimination**

The Hospital and the VFNHP agree not to harass or discriminate against bargaining unit employees because of race, color, religion, national origin, sex, gender identity, place of birth or age, disability, military service or status as a military veteran as defined under applicable law, marital status, sexual orientation, political views, or protected VFNHP activities/membership.

The Hospital will provide training for all employees (including non-bargaining unit employees) on responding to discriminatory acts or statements made by patients or other employees.



## Article 9 – Per Diem Employment

*Sections B-F, H-I no change*

*Section A no change except:*

1. A minimum of three-hundred (300) hours per calendar year. The minimum number of hours will be prorated if a per diem is medically unavailable (including maternity leave or other leaves) during the year.

### G. Compensation

1. All per diem bargaining unit employees are eligible for applicable differentials as per Articles 18 and 23.
2. Per diem bargaining unit employees will receive the following hourly differentials in addition to the differentials set forth in Section G.1., for all hours worked:  
 Holiday hours (see Article 25) . . . . . ~~\$5.00~~ \$10.00 per hour  
 Night hours (11 pm to 7 am) . . . . . ~~\$6.00~~ \$12.00 per hour  
 Weekend hours (Fri . 11 pm to Sun . 11 pm) . . . . . ~~\$6.00~~ \$12.00 per hour  
 Evening hours (3 pm to 11 pm) . . . . . ~~\$4.50~~ \$9.00 per hour  
 Day hours . . . . . ~~\$2.00~~ \$4.00 per hour  
 The differentials in Section G.2. shall be combined when applicable for any single hour worked.
3. Per diem employees who work at least 300 night shift hours during a calendar year will be paid an annual lump sum equal to ~~\$6.00~~ \$3 per hour for all hours worked in addition to all other applicable differentials, including the differentials in Section G.
4. Per diem employees who work the following number of hours during a quarter will be paid a quarterly lump sum equal to the following amount for all hours worked in addition to all other applicable differentials, including the differentials in Section G.

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200-299 hours:	<u>\$3.00 per hour</u>
300-399 hours:	<u>\$4.00 per hour</u>
400-499 hours	<u>\$5.00 per hour</u>

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- J. **Temporary Assignment.** Any per diem employee who agrees to a temporary full-time assignment for a limited, pre-determined, pre-scheduled duration of at least 8 weeks, will receive an additional payment of ~~\$1000~~ 500 per pay period, to be paid as a lump sum bonus at the conclusion of the temporary assignment. Any per diem employee who agrees to a temporary part-time assignment for a limited, pre-determined, pre-scheduled duration of at least 8 weeks, will receive an additional

payment of ~~\$1000~~ 500 per pay period, to be paid as a lump sum bonus at the conclusion of the temporary assignment. To receive the lump sum bonus, the employee must not miss more than three (3) scheduled days during the assignment. Unit Seniority shall determine selection among qualified per diem applicants for temporary assignments. Hours worked during a temporary assignment shall count towards the hours in Section A.1 and G.3.

I. Each unit shall have a minimum of one per diem position for every 3 FTEs.

### **Article 12A - Internal Posting Shift/Schedule Preference**

To facilitate the opportunity for the hospital to fill shifts and/or schedules within a unit cost center in the employee's job classification, bargaining unit employees in the classification in the unit may be granted the opportunity to apply for such shift/schedule if:

1. The bargaining unit employee requesting a change has submitted a signed Preference Card.
2. The bargaining unit employee has been assigned to his/her current shift for more than ninety (90) days.

When a bargaining unit employee wishes to increase or decrease her/his committed hours or change the shift or days she/he regularly works; she/he will notify the employer on a Preference Card, including the specific hours and/or the specific shifts.

The Preference Card shall include:

- Increase/decrease number of hours
- Preferred shift
- Preferred block time
- Weekend scheduling
- 12 or 8 hour shifts (8 hour shifts shall not be unreasonably denied)
- Other preference

Per diem bargaining unit employees may use the preference card only for the purpose of changing to committed hours.

A list of the preferences of the bargaining unit members will be maintained on the unit and readily available to bargaining unit employees. The list will be updated after each submission to the manager.

Preference Cards will be honored on the basis of Unit Seniority, the highest unit seniority will be offered the change and then the second highest, until the change is complete. In order for a bargaining unit employee's preference card to be considered, it must have been submitted at least 8 weeks before the manager is notified in writing of the impending vacancy.

If following this process the vacancy is filled, a status change form can be processed.

If following this process does not fill the vacancy and if the manager chooses to fill the vacancy it may be submitted to HR for posting for candidates outside the unit as described in Article 12 Vacancy & Job Posting. The Hospital will notify the VFNHP if there is an elimination of any bargaining unit FTE's and/or bargaining unit hours.

Prior to a traveler being assigned to fill a vacancy (and following compliance with Article 9.J), an employee with Preference Card on file will be given, in order of unit seniority, the opportunity to assume the temporary shift/schedule for which the traveler is hired and the traveler then will be assigned to backfill the employee's shift/schedule. At the end of the traveler's contract, unless renewed, the employee will be returned to their previous shift/schedule unless the temporary shift/schedule becomes permanent per the preference card process.

## **Article 16 – Layoff or Furlough**

### **A. Decision to Effect – Layoff or Reduced Hours**

The Hospital recognizes that layoffs, furloughs, or reduction in hours have a significant impact on employees. Accordingly, the Hospital will exercise its right to layoff, furlough, or reduce bargaining unit employee hours only where there are no other reasonable alternatives.

For purposes of this article, a layoff is a full separation of employment or permanent reduction in hours; and a furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their prior level of health care benefits, employment status and seniority, together with an actual or anticipated return to work date. Furloughs shall not exceed twelve weeks, unless agreed to by the employee, or every employee in the unit or department has had a twelve- week furlough.

In cases where circumstances necessitate a layoff or furlough of bargaining unit employees or a reduction of hours, the Hospital shall, except in unforeseen emergency or disaster circumstances, notify the VFNHP in writing a minimum of fifteen (15) calendar days in advance and specify the positions so affected.

At the request of the VFNHP, the Hospital shall meet to discuss the layoff, furlough, and/or the reduction, and explore alternatives.

### **B. APRN Layoffs**

The Hospital shall determine the cost center, Job Group, shift and number of FTEs or portion thereof. In such units or departments, sites or offices, any layoff, furlough, or reduction in hours shall be done in reverse order of Hospital seniority. In cases where two (2) or more individuals who are affected by a layoff or furlough in a particular unit or department, site or office, have the identical Hospital seniority dates the bargaining unit employee with the least Hospital seniority shall be the next to be laid off or furloughed. If two (2) or more bargaining unit employees have exactly the same Hospital seniority, the selection shall be made using the UVMHC Employee ID number. The employee with the highest number shall be laid off, or furloughed, first, and so on from highest to lowest ID number.

### **C. RN Layoffs**

The Hospital shall determine the cost center, Job Group ~~(highest degree required for Job i.e. RN, NP, CNM)~~, shift and number of FTEs or portion thereof. In such units or departments, sites or offices, any layoff, or furlough, or reduction in hours shall be done in reverse order of Hospital seniority. In cases where two (2) or more individuals who are affected by a layoff, or furlough, in a particular unit or department, site or office, have the identical Hospital seniority dates the bargaining unit employee with the least Hospital seniority shall be the next

to be laid off, or furloughed. If two (2) or more bargaining unit employees have exactly the same Hospital seniority, the selection shall be made using the UVMHC Employee ID number. The employee with the highest number shall be laid off, or furloughed, first, and so on from highest to lowest ID number.

#### D. LPN Layoffs

The Hospital shall determine the cost center, Job Group, shift and number of FTEs or portion thereof. In such units or departments, sites or offices, any layoff, or furlough, or reduction in hours shall be done in reverse order of Hospital seniority. In cases where two (2) or more individuals who are affected by a layoff, or furlough, in a particular unit or department, site or office, have the identical Hospital seniority dates the bargaining unit employee with the least Hospital seniority shall be the next to be laid off, or furloughed. If two (2) or more bargaining unit employees have exactly the same Hospital seniority, the selection shall be made using the UVMHC Employee ID number. The employee with the highest number shall be laid off, or furloughed, first, and so on from highest to lowest ID number.

#### E. Procedure

1. The use of ~~Agency~~ Travel Nurses in a cost center selected for layoff, furlough or reduction of hours shall first be discontinued. (See Article 15.)
2. Then the Hospital will seek relevant/applicable volunteers for layoff, furlough, or reduction. Volunteers shall be eligible for all vacant positions that they are qualified to perform. Employees by department or unit may propose a rotation or sharing of temporarily reduced hours and such proposals shall not be unreasonably denied. If there are not enough volunteers then,
3. All Probationary employees (new hires to the Hospital not veteran bargaining unit employees who are “probationary” or “orienting” to the unit, department, site or office) or within the affected unit or department, site or office in the affected Job Groups shall then be laid-off, or furloughed, first, then,
4. Bargaining unit employees with a suspension within the previous one (1) year will be laid off, or involuntarily furloughed. selected first, then bargaining unit employees with a written warning within the previous one (1) year will be selected. Bargaining unit employees laid off under this provision will not be eligible for the bumping procedure outlined in Article 16.E. If a bargaining unit employee laid off under this provision has his/her suspension ~~or written warning~~ overturned in the grievance process, the layoff/furlough will be rescinded.
5. Bargaining unit employees are selected in the reverse order of Hospital seniority.
6. In the event layoffs, furloughs, or reduction of hours are necessary, then,
7. No employee shall be required to be furloughed for longer than twelve weeks, unless the employee agrees to a longer furlough, or until every employee in the unit or department has had a twelve-week furlough.

8. Furloughed employees may use accrued CTO during their furlough, but shall not be required to use any CTO. Laid-off employees will receive their CTO payout at the time of separation.

#### **F. Bumping Procedure**

1. The most senior bargaining unit employee who is laid off, furloughed, or reduced in hours shall be offered any available vacant positions, excluding per diem, in their Job Group in all Nursing Clinical Divisions on all shifts for which the bargaining unit employee is qualified. (At this point or any point up to #5, the bargaining unit employee may voluntarily accept any vacant position in any bargaining unit position and any Job Group where they are qualified.)
  2. If no such comparable position (Job Group and shift) exists, then the bargaining unit employee must bump the bargaining unit employee with the least hospital seniority in their Job Group in his/her nursing clinical division and shift, provided that the following conditions are all satisfied:
    - a. It is in a different unit, department, site or office
      - b. Such individual has a lower hospital seniority than the bargaining unit employee exercising her/his bumping rights, and
      - c. That the bargaining unit employee is qualified for the position.
  3. If there is no such least senior bargaining unit employee (for example, the bargaining unit employee targeted for layoff, or furlough, is the bargaining unit employee with the least hospital seniority in their Job Group, nursing clinical division and shift) the bargaining unit employee must bump the bargaining unit employee with the least hospital seniority in their Job Group on any shift in their nursing clinical division, provided that the following conditions are all satisfied:
    - a. Such individual has a lower hospital seniority than the bargaining unit employee exercising his/her bumping rights, and
    - b. The bargaining unit employee is qualified for that position.
  4. If no such position exists, they must bump the bargaining unit employee with the least hospital seniority in their Job Group outside of their nursing clinical division on their shift first, and then outside of their shift if they are qualified to perform in the position.
  5. If no such position exists, they must accept any vacant position in any Job Group within the bargaining unit where they are qualified to perform the position.
  6. If no such position exists, they must bump the bargaining unit employee with the least hospital seniority in any Job Group and any nursing clinical division, providing the bargaining unit employee is qualified for that position.
- For the purpose of this section, Nursing Clinical Divisions shall be (see Appendix 3):
- a. Outpatient Health Care Service

- b. Acute Inpatient Care
- c. Critical Care
- d.

NPs and Nurse Educators shall follow their respective units.

Any bargaining unit employee who, via the above procedure, accepts a position either vacant or by bumping shall be reimbursed at the same or new hourly rate and CTO accrual level, whichever is greater.

In case of multiple layoffs or reduction in hours the bargaining unit employee with the highest Hospital Seniority shall exhaust the procedure first.

A bargaining unit employee affected by a bump will enter the bumping procedure outlined above.

If a bargaining unit employee refuses a position at any stage of the procedure, the bargaining unit employee waives all rights to bumping and shall be laid off, or furloughed, and placed on a recall list.

Those bargaining unit employees having bumping rights or rights to vacant positions shall exercise such rights within forty-eight (48) hours upon being notified in writing of their options. A full-time bargaining unit employee may, but shall not be required to, bump a less senior part-time bargaining unit employee or vice versa. In bumping, the bargaining unit employee must accept the number of hours and/or shift held by the least senior bargaining unit employee. Laid-off or furloughed, bargaining unit employees may join the Per Diem pool and shall be offered work as needed. Such bargaining unit employees shall be treated like other per diem bargaining unit employees. However, laid-off bargaining or furloughed, unit employees joining the Pool shall return to their position upon recall. Bargaining unit employees on a recall list may enter Pool status while awaiting recall.

In the case of a reduction in hours, bumping rights shall apply as for lay-offs or furloughs.

For the purposes of bumping or filling a vacant position, a bargaining unit employee shall not be deemed qualified if they would not also be able to perform independently in the position within ninety (90) days.

**Article 17 – Recall**

Recall rights shall be granted to bargaining unit employees as follows:

YEARS OF SERVICE	RECALL RIGHTS
60 Days to 1 Year	Equal to time worked
1 to 2 Years	12 Months
2 to 3 Years	18 Months
Over 3 Years	30 Months

Such bargaining unit employees shall have first preference for vacant bargaining unit positions that become available for which they are qualified. Bargaining unit employees shall be recalled in order of seniority. If such bargaining unit employees have full time employment elsewhere, they shall have up to fourteen (14) calendar days to report to work. Such time limit may be extended with the mutual consent of the bargaining unit employee and the Hospital.

A bargaining unit employee who accepts a recall opportunity to a position with fewer hours or via the bumping procedure accepts a job in a different Job Group than previously held by that employee, shall remain eligible to take the first posted vacancy in the position they had previously held prior to the layoff. It is understood that it is the obligation of the affected employee to keep track of such openings and to alert the Human Resources Department when a position in their department, with the same number of hours that they previously held, is posted for recruitment.

~~Bargaining unit employees laid-off per the suspension and written warning clause above will have preferential right for an interview for a position for which they are competent to perform.~~



## Article 18 - Hours of Work - Staff Schedules

No Change; Sections A, B, C, G, I, K

### D. Scheduling Practices

The following priority will be used:

1. Bargaining unit employees with committed hours will be scheduled first. A bargaining unit employee may have a temporary change in shift/schedule as per Article 12A. Bargaining unit Per Diems will be offered the ability to pre-schedule shifts/hours according to the skill needs of that unit for that shift. If two or more bargaining unit Per Diems with the same skill and ability request the same shift/hours, the bargaining unit Per Diem with the most unit seniority will be given that shift/hours. Bargaining unit Per Diems may fill out an "availability form" to assist the scheduler. (See Article 9 – Per Diem for additional information.) ~~Agency nurses~~ Travelers will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process.
2. The schedule will be posted and will include a posting of the vacant shifts/hours. The schedule will have the date it was posted.
3. Any remaining vacant shifts will be offered to bargaining unit employees employed on the unit. If the additional shift/hours creates overtime or premium pay, prior management approval is required.
  5. Once the schedule is posted, bargaining unit employees from other units may sign up for vacant shifts/hours. Bargaining unit employees signing up for shifts on other units must have:
    - Demonstrated skill and ability to work on the unit
    - Performed the unit competencies
    - And are familiar with the service and its procedures.

Bargaining unit employees who work shifts on other units are eligible for the Float Differential, as described in Article 23.
6. Voluntary unit on-call may be available on units that do not have on-call as a condition of employment as of the effective date of this agreement. Unit on-call will follow the on-call Article 24 and be voluntary. If a unit utilizes voluntary on-call, a system will be developed by the unit to fairly distribute on-call shifts.

### E. Shift Rotation

1. The Hospital will make every attempt to minimize shift rotation.
2. Prior to any shift rotation, the hospital shall seek volunteers with necessary skill and ability first. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest seniority. If nobody volunteers, the least senior qualified bargaining unit employee will be rotated.

3. There will be a minimum of 48 hours between any shift rotation, unless agreed to by the employee.

F. Time Lapse Between Scheduled Shifts

1. There will be a ten (10) hour time lapse between shifts. Less than a ten (10) hour time lapse requires the consent of the bargaining unit employee and the manager or Practice Supervisor. Employees shall not lose pay because of the ten (10) hour lapse (and will not be required to use CTO).
2. Two (2) days off will be scheduled following ~~night~~ a shift rotation, unless the employee agrees otherwise. Less than two (2) days off requires consultation with.
3. Following three consecutive shifts, there will be a minimum of 48 hours before the employee's next scheduled shift, unless the employee agrees otherwise.

4. Weekends

1. The normal weekend work requirement for all full and part-time bargaining unit employees is every other weekend.
2. A weekend, for purposes of defining a weekend off and/or a weekend worked is defined as two (2) days: Saturday and Sunday for day and evening staff; Friday and Saturday for night staff.
3. For units where staffing permits, a weekend rotation greater than every other weekend (i.e. every 3rd weekend) is permissible. Bargaining unit employees wishing to work more than their normal weekend rotation will be permitted and not unreasonably denied.
4. Weekend schedules will not be changed without consulting the bargaining unit employee. If weekend schedules have to be changed, the Hospital will seek volunteers first. If no bargaining unit employee volunteers, the least senior bargaining unit employee will be chosen to change weekends. If the least senior bargaining unit employee is not qualified, the least senior qualified bargaining unit employee will be chosen until the least senior bargaining unit employee is qualified. The Hospital agrees to provide training and education to help all bargaining unit employees become qualified within a reasonable timeframe.
5. Implementation of the Holiday guidelines may require a temporary change of weekend schedules. The Hospital will seek volunteers first. If no bargaining unit employee volunteers, the least senior qualified bargaining unit employee will be chosen to accommodate the required change.

**J. Advance Practice Nurse Scheduling Practices**

APRNs will work with the physician leaders, other practitioners, practice supervisors and/or directors in their clinics and services to create their work schedule. APRNs will have a minimum of twenty percent (20%) of committed hours for indirect patient care and/or administrative tasks.

**SIDE LETTER:**

The Medical Center and the Union agree to create an ad hoc committee of the APP Council on the subject of APRN weekend clinic staffing. If an agreement is not reached within 6 months following the execution of the Agreement, either party may request to re-open negotiations on the topic of weekend scheduling for APRNs. The ad hoc committee will be composed of 2 Medical Center representatives and 2 APRNs chosen by the VFNHP. Monthly reports on the progress of the committee will be provided to the APP Council, the Director of APPs and shared with all APRNs in Primary Care, Family Medicine and Pediatrics.



## Article 18A – Scheduling Vacations-CTO

*Sections 2-6: no change*

The Nurse Manager on each unit will work collaboratively with the bargaining unit employees on the unit to facilitate each bargaining unit employee's ability to take time off.

The bargaining unit employee and the manager on each unit must mutually agree upon the seniority list as written and posted. The Hospital will provide the unit seniority lists to each unit and the Nurse Manager and the unit steward will work together to ensure the accuracy of the list.

### 1. Seniority Sign-Up

#### a. The unit seniority sign-up period will have two periods:

- The first will start September 1 and conclude on October 31. The CTO request book will have a calendar from January 1st through August 31, 2023 ~~December 31st~~ and March 1 through August 31 in subsequent years, and will be made available for requests for vacations/CTO.
- The second will start February 1 and conclude March 30. The CTO request book will be for September 1 through February 28.
- The procedure for unit seniority sign up is outlined in section 2 of this article. Inpatient and peri-op units shall permit at least one nurse per shift to receive approved time off. Inpatient and peri-op units and with at least 50 committed hours nurses will approve one additional nurse off per shift, per day. Outpatient and procedural areas shall permit at least one nurse per day to receive approved time off. None of these requirements shall decrease existing practice.

b. The Nurse Manager will review the entries and the CTO book will be available on the unit no later than November 7 and April 7. No changes will be made to the original sign-up sheets; the original sign-up sheets must remain in the sign-up book.

c. Additional requests may be signed up for on a "first come, first served" basis after the CTO book is placed back on the unit and until the schedule is taken by the scheduler to create the next schedule.

d. The Hospital holidays of Thanksgiving, December 24th, Christmas and New Year's will not be included in the CTO request book. The procedure for holiday requests is outlined in section 5 of this article.

e. If an employee with an approved vacation does not or is unable to take that vacation (e.g., separation of employment, another form of leave, such as family medical or sick, etc), then that approved vacation will be removed from the schedule. Then, those days will be made available to the next most senior employee who had requested the time, but had been denied. If there is no employee who requested the same time, the time will become available to the first employee who requests it.

F. An employee with an approved vacation will not have their vacation denied because of a change in shift/schedule.

**Article 19 - Overtime**

*Sections A-D, F & Side Letter: no change*

**E. Urgent Pay**

Urgent pay is specifically designed to provide additional compensation for ~~non-exempt~~ bargaining unit employees who work additional hours when unusual circumstances occur. Full-time and part-time bargaining unit employees will be paid urgent pay hours at a rate of two (2) times the bargaining unit employee's base rate, or a rate of one and one half (1 ½) the bargaining unit employee's base rate and half (½) an hour of CTO for every hour worked, whichever the bargaining unit employee chooses. If the unit needs additional bargaining unit employees within twelve (12) hours from the start of the shift, urgent pay must be offered except in the following situations:

1. Per Diem bargaining unit employees must have worked at least 24 non-urgent hours in a pay period to be eligible for urgent pay (hours worked as an APRN, or other salaried position, count toward the 24 hour minimum).
2. Any bargaining unit employee who misses scheduled work is not eligible for urgent pay during that same pay period. However, urgent pay will not be denied in any pay period for a single absence which does not exceed four and a half hours.
3. Any bargaining unit employee is ineligible for urgent pay if the manager has attempted to offer the work to the bargaining unit employee prior to the twelve (12) hours before the shift.

If a shift is identified as eligible for urgent pay, the entire shift will be paid as urgent pay.



## **Article 20 Staffing**

*No change to article, except insert the following after the first paragraph:*

In order to address staffing issues, the Hospital agrees to pay all employees of UVM Medical Center an increase of 10% or the following minimum wage (whichever is higher)

- \$20 per hour beginning the pay period after ratification of this agreement.
- \$21 per hour beginning in the first pay period of October 2023

The Technical Professionals shall be offered the same increase subject to ratification by the members of the Technical Professional bargaining unit.



### Article 20A - Staffing Adjustments

A. The Hospital and VFNHP recognize that variations in census and acuity occur daily in response to health needs of patients in our community and region. Daily staffing levels in all units will be managed according to changes in volume, acuity and nurse skill level in addition to established unit nurse/patient ratios. During periods of high census and/or high acuity and when there is a need for additional bargaining unit RN and/or LPN staffing, the following priority will be used:

1. Resource Department bargaining unit employees;
2. Bargaining unit employees with the necessary skill and ability may volunteer to float after considering the needs of the unit to which the volunteer was originally assigned. Such volunteers will receive the "float differential" if they qualify in accordance with the requirements of Article 23 Differentials. If there is more than one volunteer, the bargaining unit employee with the greatest unit seniority will be chosen;
3. Travelers with the necessary skill and ability will be floated after considering the needs of the unit to which the traveler was originally assigned;
4. Available per diem and/or part-time bargaining unit employees will be asked to work additional shifts;
5.
  - a. Available bargaining unit volunteers from within the home unit who are currently working will be asked to work overtime/premium pay on a seniority basis.
  - b. If no one volunteers, overtime/premium pay will be offered to others within the home unit on a first come, first served basis.
  - c. If, within a reasonable amount of time following recruitment calls, no one from the home unit volunteers, overtime/premium pay will be offered to the resource department and other bargaining unit employees with the appropriate skill and ability, with preference going to a resource nurse currently working on the unit and then a float nurse currently working on the unit.

Any unit with an existing process in place for purposes of continuity of care may continue to utilize their process.

6. Temporary staff from external agencies with skill and ability may be recruited.

B. During periods of low census, the normal workday and/or workweek may be decreased. The following priority will be used.

1. **Volunteers to Float:** Bargaining unit employees with skill and ability may volunteer to float to another unit to take a full patient assignment. Such volunteers will receive "float differential" if they qualify in accordance with the requirements of Article 23 Differentials. If there is more than one volunteer, the bargaining unit employee with the greatest unit seniority will be chosen.
2. **Travelers Required to Float:** Travelers will be floated if a need has been identified and the traveler has the necessary skill and ability.

3. **Urgent Shifts Canceled:** Bargaining unit employees working urgent pay shifts will be canceled. Order of cancellation will be: (1.) Float nurses, (2.) Resource nurses, (3.) Home Unit nurses. If more than one float nurse is working for urgent, cancellation will be by seniority. If more than one Resource nurse is working for urgent, cancellation will be by seniority. If more than one home unit nurse is working for urgent, cancellation will be by seniority. Any nurse canceled may check in with the staffing office to see if there are other work opportunities available where the RN has skill and ability. An employee may choose to move to straight time instead of being canceled but will be subject to sections below. Employees who do not receive a cancellation notice and show up to work the urgent shift will be paid two (2) hours of courtesy urgent pay.

4. Incentive Pay Shifts Canceled. Bargaining unit employees working incentive pay shifts will be canceled. Order of cancellation will be: (1.) Float nurses, (2.) Resource nurses, (3.) Home Unit nurses. If more than one float nurse is working for incentive pay, cancellation will be by seniority. If more than one Resource nurse is working for incentive pay, cancellation will be by seniority. If more than one home unit nurse is working for incentive pay, cancellation will be by seniority. Any nurse canceled may check in with the staffing office to see if there are other work opportunities available where the RN has skill and ability.

Employees who do not receive a cancellation notice and show up to work the urgent shift will be paid two (2) hours of courtesy incentive pay. An employee may choose to move to straight time instead of being canceled under this section but will be subject to sections below.

5. **Called In-On Call and Called in- Not On Call Canceled:** Bargaining unit employees working on call shifts will be canceled, but shall remain on call. Order of cancellation will be as described in 20A.B.3. Bargaining unit employees working a Called In-On Call shift for double time may be canceled before one working for time and a half.

6. **Extra Shift at OT Canceled:** Staff working an extra shift other than scheduled committed hours and who will be paid at the overtime rate during that shift will be canceled. Order of cancellation will be as described in 20A.B.3.

7. **Volunteers – Committed Hours:** Committed hours bargaining unit volunteers will be asked to take time off. Volunteers will have the opportunity to use CTO or take time off without pay. If there is more than one volunteer, selection will be by unit seniority. Time off will not affect benefit status. Before any committed hours employees are canceled, employees will be offered the opportunity to complete non clinical work, including but not limited to NPG task force/council work, studying for first time specialty certifications, competencies, and mandatories.

8. **Volunteers – Per Diem:** Per Diem bargaining unit volunteers will be asked to take time off. If there is more than one volunteer, selection will be by unit seniority.

**9. Travelers Mandated:** Travelers will be mandated to take time off.

**10. Committed Hours Shift at OT Canceled:** Staff working a committed-hours shift who are also incurring overtime will be canceled. Order of cancellation will be as described in 20A.B.3.

**11. Extra Shifts Not in OT Canceled:** Extra shifts greater than committed hours will be canceled. Order of cancellation will be as described in 20A.B.3.

**12. Per Diem Canceled:**

- a. Per Diem bargaining unit employees will be canceled as determined by unit seniority. The lowest seniority per diem will be canceled first. A rotation will then be established in reverse order of seniority.
- b. If a per diem employee is canceled after reporting to work, she or he will be canceled for the entire shift, but may volunteer to return if needed. If a per diem employee is canceled prior to reporting to work, the hours of cancellation will be determined by management at the time of the notification.

**13. Committed Hours Shifts Mandated:**

- a. Bargaining unit employees will be mandated to take time off as determined by unit seniority.
- b. If an employee is mandated after reporting to work, she or he will be mandated for the entire shift, but may volunteer to return if needed. If an employee is mandated prior to reporting to work, the hours of mandation will be determined by management at the time of the notification.
- c. The lowest unit seniority bargaining unit employee will be assigned to take time off first. A rotation will then be established in reverse order of seniority.
- d. Bargaining unit employees have the option of using CTO time, or taking time off without pay. Mandated time off will not affect benefit status.
- e. No individual bargaining unit employee will be mandated off more than twice per calendar month.



**Article 22 – Wages**

*No Changes: Sections: C-J*

**A. Pay – RN/LPN/APRN**

1. Effective with the first payroll period in FY 2023, bargaining unit employees will receive a three percent (3%) increase and will be eligible for a step increase.
2. Effective with the first payroll period in FY 2024 bargaining unit employees will receive a three percent (3%) increase and will be eligible for a step increase.
3. In October 2022 and October 2023, bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a bonus equal to two percent (2%) of the employee's total compensation for the prior fiscal year. The employee can choose to take the bonus in one lump sum or broken into 26 pay periods. If an employee who chose the bonus in 26 pay periods terminates employment, they shall receive the remainder of their bonus in their final pay check. An employee may choose to put their bonus into their retirement account to avoid being taxed at the gift rate.
4. At the request of either the VFNHP or UVMMC, the parties shall meet to negotiate the components of a specific nursing structure in any department or cost center within the bargaining unit.

**B. APRN Step Placement: See Side Letter**



### **Article 23 - Differentials and Incentives**

- A. Hourly bargaining unit employees will receive differential pay in addition to their base rate for all hours worked on evening, night, or weekend shifts.

Exempt bargaining unit employees will receive differential pay in addition to their base rate for regularly scheduled evening, night or weekend shifts based on scheduled shift length, regardless of the hours actually worked.

#### **Shift Definitions:**

1. Evenings:

All worked hours between 3:00 p.m. and 7:00 p.m., if the shift includes at least four (4) hours between 3:00 p.m. and 11:00 p.m. or the entire shift is within the designated shift time period. Bargaining unit employees RNs will be paid an hourly differential of five dollars \$5.00, ~~two dollars and fifty cents (\$2.50)~~. Bargaining unit LPNs will be paid an hourly differential of one dollar and ninety cents (\$1.90).

2. Nights:

All worked hours between ~~11:00 p.m.~~ 7:00pm and 7:30am ~~7:00 a.m.~~, if the shift includes at least four (4) hours between 11:00 p.m. and 7:00 a.m., or the entire shift is within the designated shift time period. Bargaining unit employees RNs will be paid an hourly differential of ten dollars and fifty cents (\$10.50) ~~five dollars and twenty-five cents (\$5.25)~~. Bargaining unit LPNs will be paid an hourly differential of ~~three dollars and eighty-five cents (\$3.85)~~. The appropriate night differential will continue to be paid for hours beyond 7:30am.

3. Weekends:

Worked hours between the beginning of the night shift (~~7:00pm~~) (~~11:00 p.m.~~) on Friday until Monday at 7:30am and the conclusion of the evening shift (~~11:00 p.m.~~) on Sunday; bargaining unit employees RNs will be paid an hourly differential of five dollars and ninety cents (\$5.90) ~~two dollars and ninety-five cents (\$2.95)~~. Bargaining unit LPNs will be paid an hourly differential of ~~two dollars and thirty cents (\$2.30)~~.

4. Weekend Shift Incentive:

When an evening or night shift is worked during the period designated as eligible for weekend differential, both applicable differentials will be paid.

5. Resource Department:

All bargaining unit employees within the Resource Department will be paid an hourly differential of twelve dollars (\$12.00) ~~six dollars (\$6.00)~~ for all hours worked, per Article 21.

6. Floating:

All bargaining unit employees who make a commitment to volunteer to float to a different unit and are qualified to do so will be paid an hourly differential of ~~ten dollars (\$10)~~ five dollars (\$5.00) for all hours worked while floating, if they work at least four (4) consecutive hours on the other unit. Nurses who care for patients from their unit on another floor, shall be paid the float differential.

**7. Transport Differential:**

NICU transport team staff RNs and APRNs will receive a transport differential equal to 100% of the employee's base hourly rate of pay. This differential will begin to apply when the employee either arrives at the hospital for the transport or ends their current assignment, and it will end when they complete all transport duties. ~~they return to the NICU.~~

**8. Preceptor Differential:** A \$5.00 differential will be paid on all hours spent precepting senior practicum students, travellers or new hires to the unit. Nurses who are interested in precepting will notify the unit Educator. The unit Educator will rotate precepting equitably based on skill and ability.

~~RNs who precept a senior practicum nursing student will be paid a lump sum of \$400 for spending 120 hours or more precepting a student for a semester. If the RN spends fewer hours, the lump sum will be reduced on a prorated basis, so long as the RN spends at least a minimum of 40 hours during the semester on student precepting duties.~~

**9. APRN Preceptor Differential Student Precepting.** APRNs who precept an APRN student, new APRNs, medical students, or house staff will be paid \$5.00/hour for all hours spent precepting. ~~a lump sum of \$750 for spending 120 hours or more precepting a student for a semester. If the APRN spends fewer hours, the lump sum will be reduced on a prorated basis, so long as the APRN spends at least a minimum of 40 hours during the semester on student precepting duties.~~ ~~APRNs will also have 30 minutes of time available per four (4) hour session for teaching and case review.~~

**10. APRN Primary Care Weekend Clinic Differential: \$20/hour** ~~\$10/hour~~

**11. End of the day in Ambulatory Clinics and non-24/7 Procedural Areas.** When an RN or LPN in an ambulatory clinic or a non-24/7 procedural area is required to work past their regularly scheduled shift for a direct patient care issue that requires the scope and skill of an RN or LPN, which cannot reasonably be reassigned, the RN or LPN will be paid a differential that is 100% of their base hourly rate for all hours worked past their scheduled shift.

**12. Charge Differential:** A \$5.00 differential will be paid for all hours while in the charge role. Nurses interested in Charge will notify the manager. A nurse may opt out of the charge rotation. A VFNHP representative and the manager will work with scheduling to create a fair rotation based on skill and ability.

**13. Non-nursing functions:** If a nurse is required to do non-nursing functions for more than an hour of consecutive time during their shift, the nurse will receive a differential of \$5.00/hour for the entire shift.

**14. Traveler Differential:**

If any of the following are met, then employees will receive the following differentials for all hours worked:

- A. \$10/hour: Shift is 20% or more staffed by travelers, or the staffing is below the grid.
- B. \$15/hour: Shift is 30% or more staffed by travelers.
- C. \$20/hour: Shift is 40% or more staffed by travelers

**15. Night Incentive:** If an employee works 72 hours of night shift (or more) in a pay period, the employee will receive an incentive of 8 additional hours of pay. (pro-rated for less than 72 hours)

**16. Weekend Incentive:** If an employee works a minimum of 48 hours of weekend shifts in a pay period (as defined in Article 18, Section H) the employee will receive an incentive of 24 hours of pay.

**17. Member Safety Differential:** All staff working in the Emergency Department (including non-bargaining unit staff), will receive a differential \$12 per hour for all hours worked until the following conditions are met:

- a. There is a 24-7 police or highly trained security presence in the Emergency Department, and
- b. The metal detector is running and staffed all hour that the Emergency Department is open. Any member of the public unable to go through the metal detector will be screened with the metal detecting wand.



## Article 24 – On-Call / Call-In

- A. ~~An hourly~~ bargaining unit employee who is designated as on-call receives the on-call stipend and call-in premium when the policy guidelines are met. Pagers will be made available to bargaining unit employees designated as on-call and is the preferred mode of contact.

To receive the on-call stipend and call-in premium compensation, an hourly bargaining unit employee must:

1. Be employed in a department with an approved on-call program;
2. Be officially designated as on-call;
3. Be reachable by telephone or pager during the assigned on-call period;
4. Restrict personal travel to permit immediate availability;
5. Respond by phone within ten (10) minutes when notified by pager;
6. Arrive within thirty (30) minutes after receiving the call unless the department specifies a different timeframe in its On-Call Management Plan.

### B. On-Call Stipend

1. Compensation in the form of a stipend will be paid for the entire on-call period at twelve (\$12) ~~four dollars and fifty cents (\$4.50)~~ per hour. The stipend will be paid even when a bargaining unit employee is called in to the work site.
2. If a bargaining unit employee who is scheduled to be on-call is asked to remain at work immediately following his/her regular shift, he/she will be compensated at a rate equal to one and one half (1 ½) times the bargaining unit employee's base hourly rate and the on-call stipend will be paid. The time will be considered "Called In-On Call." It will not be counted as overtime compensation, but the hours will count towards eligibility for overtime compensation. In this situation, the bargaining unit employee will not receive any travel time, and there is no two hour minimum.
3. Bargaining unit employees who fail to meet any of the requirements of section A above will not be compensated for the assigned period of on-call and may be subject to disciplinary action.

### C. Call-In Premium

When a bargaining unit employee is called to the work site to perform required procedures, compensation in the form of a premium rate will be paid under the following guidelines:

1. A bargaining unit employee will receive call-in premium pay equal to one and one half (1 ½) times the bargaining unit employee's base hourly rate for a minimum of two (2) hours to a maximum of actual hours worked.
2. If a bargaining unit employee is called in prior to the start of her/his regular shift both the on-call stipend and premium pay will cease at the start of the bargaining unit employee's regular shift.

3. If a bargaining unit employee is on call for a scheduled holiday, CTO may be used for that scheduled shift (but will not impact or reduce the eight (8) hours of holiday pay). CTO hours will not be used for any hours that the bargaining unit employee is called in to work.
4. Bargaining unit employees called in are eligible for applicable differentials, without application of the four hour minimum requirement.

#### **D. Called In-On Call 2X**

When a bargaining unit employee agrees within four hours of the start of the shift to sign up for an open on-call shift that has been converted from a hole for a regular shift posted in the initial schedule, the employee will be paid a call-in premium if called in to work of two times the bargaining unit employee's base hourly rate for a minimum of two to a maximum of actual hours worked.

#### **E. Called-In, Not On-Call**

Bargaining unit employees called in while not designated as on-call will receive hourly pay equivalent to twice their hourly rate for a minimum of two (2) hours, travel pay as outlined above, and all applicable differentials. Bargaining unit employees will be expected to remain working on site for the entire two-hour period. When the requirement for a called-in, not on-call shift is established, preference is given to bargaining unit employees with a regularly scheduled call requirement on a first come, first serve basis.

#### **F. Travel Time**

There will be a one-half (1/2) hour credit for travel time for each call-in occurrence. This credit is added to the actual on-call hours worked for each occurrence to establish the total on-call paid hours. If the actual hours worked plus the one-half (1/2) hour travel credit is less than two (2) hours, only the two (2) hour minimum will be paid.

#### **G. Rest Period**

1. A ten (10) hour time lapse will be scheduled between shifts.
2. A less than ten (10) hour time lapse between shifts requires consent of the bargaining unit employee.
3. Whenever possible, call may not be scheduled directly after or immediately before a bargaining employee's scheduled shift.
4. ~~An employee shall be permitted to use either CTO or VA when using rest time in lieu of scheduled work time.~~ An employee shall not lose pay and shall not be required to use CTO because of the ten hour time lapse.

#### **H. Sleep Rooms**

Sleep rooms will be provided, if available, free of charge, for bargaining unit employees who are on call.

## Article 25 – Holiday Pay

~~In the event that bargaining unit employee is required to work on any of the following holidays, she/he will be paid a premium rate of one and one-half (1.5) times her/his regular hourly rate.~~

- A. All full-time employees will receive eight (8) hours of pay on each of the following holidays (pro-rated for part-time employees). Employees who work the holiday, may bank CTO for every hour worked (up to 8 hours). Bargaining unit employees shall be entitled to double pay (in addition to the eight hours of pay) premium pay if required to work when the employee works on any of the following holidays:

January 1 (New Year's Day)

Memorial Day (National)

July 4 (Independence Day)

Labor Day

Thanksgiving Day

December 24

December 25 (Christmas Day)

- B. Departments are responsible for ensuring patient care needs are met; thus, when possible, bargaining unit employee preference will be taken into account when granting time off during holidays. (See Article 18 Scheduling for more information).
- C. For hourly bargaining unit employees, holiday premium pay will be paid for all worked hours between 11:00 pm on the day preceding the holiday through 11:30 p.m. on the day of the holiday. New Year's Day is an exception, with premium pay being paid for all hours worked between 7:00 a.m. ~~p.m.~~ on the day preceding the holiday through 7:30 p.m. on the day of the holiday. Thanksgiving Day is an exception, with premium pay being paid for all hours worked between 11pm on the day preceding Thanksgiving through Friday at 7:30a. December 24th and December 25th are also an exception, with premium pay being paid for all hours worked beginning December 24th at 7:00 a.m. through December 26th at 7:30 a.m.

Exempt bargaining unit employees who work a regularly scheduled shift on a holiday will receive holiday premium pay for eligible hours based on the scheduled shift, regardless of the actual hours worked. Eligible hours are between 11:00 pm on the day preceding the holiday through 11:30 p.m. on the day of the holiday. New Year's Day is an exception, with premium pay being paid for all scheduled hours between 7:00 p.m. on the day preceding the holiday through 7:30 p.m. on the day of the holiday. December 24<sup>th</sup> and December 25th are also an exception, with premium pay being paid for all scheduled hours beginning December 24th at 7:00 a.m. through December 26th at 7:30 a.m.

- D. There will be no pyramiding of overtime pay, however, an employee who agrees to work on a holiday for which the employee was not previously scheduled, will be paid two and a half times their base hourly pay.
- E. Employees who do not work on a holiday because of unit closure, but miss more than eight (8) hours of committed hours, can make up the missed hours by using CTO, but are not required to.
- ~~E. For CTO use, refer to Article 32 – Combined Time Off, Section B.3. which includes the ability to elect to take up to three (3) unpaid holidays without using CTO.~~

## Article 26 – Bereavement Leave

Bereavement leave is offered to provide paid time off from work for a death in the family.

All full-time and part-time bargaining unit employees will be granted an absence of up to five (5) ~~three (3)~~ scheduled workdays with pay to provide comfort care, or if there has been a death in the immediate family. Immediate family is defined as spouse, civil union partner, parent, step-parent, children, step-children, sibling, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and corresponding relatives of a civil union partner. All full-time and part-time bargaining unit employees will be granted an absence of one (1) day for the death of another relative or close friend. Additional paid absence for the death of other members of the bargaining unit employee's household or close family members may be granted at the discretion of the manager. If additional time is needed after a death in the family or relatives not mentioned above or close friends, the bargaining unit employee can discuss the situation with her/his manager to request additional time off using CTO time or VA.

A death in a family or of a close friend can be a stressful, emotional time for the bargaining unit employee. Requests for Bereavement Leave under this section, including additional bereavement leave, shall not be unreasonably denied.



## **Article 28 – Certification, Mandatories & Licensure**

### **A. Certification**

After the effective date of this Agreement, eligible bargaining unit employees who earn a certification from a national nursing association, or at the discretion of management, another recognized association, shall receive reimbursement for certification exam costs and re-certification fees and a four hundred dollar (\$400) ~~two hundred dollars (\$200.00)~~ cash bonus.

### **B. Eligibility**

1. Full-time, part-time and per diem bargaining unit employees are eligible for certification exam fee reimbursement and cash bonus after six (6) months of employment.
2. Reimbursement is limited to seven-hundred fifty dollars (\$750.00) per bargaining unit employee per fiscal year. Per Diem bargaining unit employees will be reimbursed on a prorated basis, determined by the bargaining unit employee's paid hours during the preceding twelve (12) months prior to the exam date. This amount includes certification exam costs and re-certification fees, review courses, study materials/books and CEUs, including online CEUs, so long as these items are directly related to certification or recertification.
3. The certification must be in a current practice area and be approved by the bargaining unit employee's practice supervisor/manager. Reimbursement and bonus will not be unreasonably denied.

### **C. Procedures for Reimbursement**

The bargaining unit employee must submit an approved tuition/ certification application and a copy of the certificate and documentation as to the cost of the exam or re-certification to the Director Nursing Education and Research for reimbursement (a courtesy copy must also be given to the bargaining unit employee's manager). All paperwork must be submitted in the same fiscal year in which the exam was taken.

### **D. Certification Provisions Relating to Clinical Advancement and Recognition Program (CARP)**

1. Staff Nurse II and III pursuing their initial certification for meeting the CARP certification requirement will be provided a total of 24 paid hours of study time. Work time for study will be granted with manager approval. Hours may be inclusive of, but not limited to, approved review courses that may be held on or off site. Study time may be done at home.
2. UVMHC will pre-pay for two certification exam attempts for Staff Nurse II and III pursuing their initial certification to meet the CARP certification requirements.

E. Employees shall be fully reimbursed for all required licenses, including, but not limited to Vermont licenses, New York licenses and DEA licensure (without being deducted from CME monies).

**F. Mandatories.** Employees, if not given unproductive time at work, may complete mandatories off-site and such time will be compensable.

## **Article 29– Educational Reimbursement, Free Tuition at UVM and Loan Forgiveness**

### **A. RN to BSN Program**

The Western Governors University (WGU) RN to BSN ~~program will be extended for fiscal year 2019 (October 1, 2018 – September 30, 2019):~~

#### **1. Eligibility:**

All Full Time University of Vermont Medical Center RNs with 6 or more months of service will receive 100% tuition assistance.

Part time and per diem employees may participate but payment will be pro-rated based on paid hours from the preceding 12 months prior to acceptance.

#### **2. Enrollment:**

Employee enrolls directly with WGU and provides documentation of acceptance, how many credits are needed and a copy of their learning plan.

3. FY20 and FY21, UVMHC will either extend the WGU program or maintain a similar financial commitment with other organizations.

**B. Tuition Assistance:** To assist bargaining unit employees in their efforts to increase their effectiveness in their current jobs and/or help them establish eligibility for additional responsibility for positions at the Hospital by helping them to defray the costs of higher education.

### **C. Eligibility:**

1. Full, part time and per diem bargaining unit employees are eligible for tuition reimbursement after six (6) months of service. ~~Effective FY2020, this time will change to one (1) year of service.~~

2. Bargaining unit employees are eligible to receive standard tuition reimbursement of ~~five thousand, two hundred (\$5200)~~ two thousand six hundred dollars (\$2,600.00) per fiscal year upon meeting procedural criteria (see “procedures” below). ~~Effective FY2020, this amount shall increase to three thousand two hundred dollars (\$3,200.00).~~ Reimbursement for part time and per diem bargaining unit employees is prorated based on paid hours from the preceding twelve (12) months prior to the approval date.

3. Bargaining unit employees who have been employed for more than five (5) years are eligible for additional tuition reimbursement up to two thousand, seven hundred (\$2700) ~~one thousand three hundred fifty dollars (\$1,350.00)~~ per fiscal year. ~~Effective FY2020, this amount shall increase to one thousand eight hundred dollars (\$1,800.00).~~ Reimbursement for part time and per diem bargaining unit employees is prorated based on paid hours from the preceding twelve (12) months prior to the approval date.

4. Bargaining unit employees who meet the eligibility requirements for the standard tuition reimbursement, but have been employed for less than five (5) years may become eligible for the additional tuition reimbursement amount above, provided

they sign an agreement to provide prorated reimbursement if they leave their employment within three (3) years.

D. Course Criteria:

1. Course(s) only at an accredited post-secondary institution:
  - a. Courses that are required to attain an Associates, Bachelor's, Master's or Doctoral level degree (for bargaining unit employees with a terminal degree, e.g., APRN, this criterion shall not apply).
  - b. College Level Examination Program (CLEP) offering credits may be approved. Each exam may count as one course.
  - c. Courses must:
    - i. maintain or improve the employee's skills in their present position or
    - ii. directly relate to the attainment of another position in the department to which the employee may reasonably aspire or
    - iii. provide requisite training for the employee to reasonably expect promotion or transfer to another department or type of work to the end that the employee and the Hospital may mutually benefit.
2. An organizationally sanctioned study program that prepares a bargaining unit employee for nationally recognized certification/ licensure exams. The Director of Nursing Education and Research must approve the program.
3. Workshops, seminars and programs with CEU's attached are not reimbursable under the tuition policy.

E. Application Procedures

1. Applications must be originated by the bargaining unit employee prior to the course start date and the bargaining unit employee must obtain practice supervisor/manager signature approval and Director of Nursing Ed & Research signature approval prior to submitting the form to Education and Organizational Development.
2. Notification of approval will occur within two (2) weeks of receipt of all required paperwork.

F. Course Completion/Reimbursement Procedures

1. A grade of "C" or better and/or "Pass" for undergraduates is required for reimbursement.
2. A grade of "B" or better and/or "Pass" for graduate courses is required for reimbursement.
3. Reimbursement is on a fiscal year basis (October 1st - September 30th). Grades must be received in E&OD prior to September 25 in order to receive reimbursement. Requests for extension of the September 25 deadline, which are due to reasons beyond the control of the bargaining unit employee, will not be

unreasonably denied. Tuition reimbursements will not be carried over from one fiscal year to another.

**G. Compensation for Training and Education**

Any hourly paid bargaining unit employee required by the Hospital to participate in or attend training or educational programs which are held at times other than during a bargaining unit employee's scheduled work hours shall be paid the applicable hourly rate of pay.

**H. Continuing Education** - All bargaining unit employees who are not APRNs. For FY23, the Hospital will budget \$300,000 and 1,500 ~~one hundred seventy-five thousand dollars (\$175,000) and one thousand two hundred eighty seven (1,287)~~ conference days of eight (8), ten (10), or twelve (12) hours to cover the cost of conferences and training reasonably related to bargaining unit employee's area of practice. For FY 24 the budgeted amount will increase to \$325,000 for FY24. The budget items under this section will not be frozen and will be available during the fiscal year.

**I. APRN Continuing Education** - All bargaining unit employees who are APRNs, Annually the Hospital will budget eight thousand (\$8,000) ~~three thousand dollars (\$3,000)~~ for each Advanced Practice Nurse to cover the cost of conferences and training, ~~certification and licensure~~. Any unused dollars may roll-over to the next year, but they must be spent in that subsequent year. In addition, each Advanced Practice Nurse will receive ten (10) five (5) paid days annually to attend these educational or certification courses. The budget items under this section will not be frozen and will be available during the fiscal year.

**J. Nursing Scholarship Program**

The Hospital and the VFNHP agree that the retention of nursing bargaining unit employees is an important goal of the parties. The Nursing Scholarship Program is intended to support career development at the Hospital. Scholarship funds may be used toward the cost of tuition, books, applications and other academic expenses for those pursuing degrees in nursing. Ten scholarships would be awarded for \$10,000 ~~seven thousand, two hundred and fifty dollars (\$7,250)~~ each and four ~~two (2) of the ten (10)~~ scholarships would be awarded to bargaining unit employees currently in LPN positions (unless there are less than four applicants.) Bargaining unit employees who participate in the Nursing Scholarship Program will be required to sign a Work Agreement and agree to the following commitments:

**Criteria**

Bargaining unit employees would apply on an annual basis, and all qualified applicants would be reviewed by the Nursing Awards and Scholarship Committee. Nursing scholarships would be awarded on the following criteria:

- a. Employment by the Hospital for one year or more.
- b. Acceptance or ongoing enrollment in an Associate's, Bachelor's, Master's or Doctorate Degree in Nursing, or Advanced Practice Concentration.
- c. A history of solid job performance.

- d. A completed application with two professional letters of recommendation, one from the bargaining unit employee's immediate supervisor.
- e. Review of a personal written essay.

#### **Recipient Commitments**

Any bargaining unit employee receiving the nursing scholarships would make the following commitments:

1. Bargaining unit employees would be required to sign an agreement to work at the Hospital for a minimum of three (3) years following course completion. Should the employee voluntarily terminate employment for any reason other than incapacitating ill health before the three (3) year commitment is met, they would be required to pay the Hospital a prorated portion of the tuition.
2. Bargaining unit employees must be continually enrolled during the scholarship award period, taking a minimum of six (6) credits per semester.
3. Bargaining unit employees would be ineligible for any future scholarship dollars if commitments were not met.
4. Grades of C or better would be required each semester for undergraduate courses and a B or better for graduate courses.
5. Bargaining unit employees would be required to work a minimum of twenty (20) hours per week and would be required to work with their manager for any proposed reduction in hours.

#### **Scholarship Funding**

Scholarship dollars would be determined annually based on the annual fiscal budget review and approval. The scholarship awards will be given to the recipient in two (2) installments, one at the beginning of the fall semester and one at the beginning of the winter/spring semester.

Administration of the scholarship funds will be administered by the Nursing Education Department. Applications for the UVMNC Nursing Scholarship dollars would be available from Nursing Education.

**K. Free Tuition at UVM.** All employees and their children shall be offered free tuition at UVM

**L. Loan Forgiveness.** The hospital shall provide each LPN or RN with education debt \$500 per month in loan forgiveness, and each APRN with \$1,000 per month in loan forgiveness.

#### **Side Letter**

The parties agree to work together to explore the opportunity to work with different Vermont higher education establishments to provide favorable terms for educational programs for bargaining unit members.

**ARTICLE 29A****Clinical Advancement Recognition Program (CARP)**

- A. The Clinical Advancement Recognition Program (CARP) recognizes, acknowledges, and aligns experience, and ongoing professional development.

The Clinical Advancement Recognition Program (CARP) consists of four levels:

1. Staff Nurse I
2. Staff Nurse II
3. Staff Nurse III
4. Staff Nurse IV

- B. Application deadlines for promotion to SN III or SN IV position are:

- \* January 1
- \* April 1
- \* July 1
- \* October 1

All applications should be submitted to CARP Committee at

CARPCommittee@UVMHealth.org. Any submissions received after the due date will be considered during the following quarter.

- C. There shall be no limit to the number of SN IIIs or SN IVs, providing the nurse meets the requirements.

- D. Staff nurse III and IV when transferring positions will carry job title forward to new position. Staff nurse and new manager will begin the process to onboard the nurse and have a plan to meet all expectations in the future. The staff nurse transitioning to new area actively participates and presents plan for self-directed learning and transition to new specialty in collaboration with new manager.

- E. Certifications benefits for nurses pursuing their initial certification are covered in Article 28. Education support provide to nurses pursuing their BSN are covered in Article 29.

UVMHC will reimburse new Staff Nurse III and IVs for a first year membership to a specialty nurses association, not to exceed \$250.00.

- F. The CARP Committee, made up of leaders and staff nurses, including the President of VFNHP or designee, will provide oversight to the CARP Program by performing ongoing review and assessment of the program's effectiveness, ~~including making programmatic changes~~. The committee is responsible for the quarterly review of SN III and SN IV applications and for making the promotional decisions. At the request of any RN, the committee will identify a resource to provide mentoring and support to the nurse seeking promotion to SN III or IV. The CARP Committee will review the process of integrating ambulatory RNs into CARP.

- G. All meeting minutes will be posted within one week of the meeting.

- H. An employee's supervisor will notify an employee during the employee's evaluation if they are eligible to apply for RN III or RN IV.

CARP Requirements:

	RN I	RN II	RN III	RN IV
<b>Initial Application</b>	No	No	Yes	Yes
<b>Renewal Process</b>	No	No	Yes, at annual evaluation	Yes, at annual evaluation
<b>Peer Review Committee</b>	No	No	Yes, for initial application only	Yes, for initial application only
<b>Letters of Recommendation</b>	No	No	Yes, manager, <u>or</u> peer RN III or RN IV at initial application only.	Yes, manager, <u>or</u> peer RN III or RN IV at initial application only.
<b>Application</b>	Upon hire	Upon hire	Yes	Yes
<b>No Performance Issues</b>	N/A	N/A	Employee in Good Standing: An employee who is not currently under corrective action greater than verbal counseling and is currently meeting their job accountabilities.	Employee in Good Standing: An employee who is not currently under corrective action greater than verbal counseling and is currently meeting their job accountabilities.
<b>Evidence of Work at Each Level</b>	Domains	Domains	Domains	Domains
<b>Meet with Manager</b>	No (other than check in)	Yes	Yes (review application form)	Yes (review application form)
<b>Level of Practice</b>	Advanced Beginner	Competent	Proficient	Expert
<b>Minimum Hours Worked</b>	No	No	1000 hours worked with 60% of scheduled hours on unit (excludes call) OR .5 FTE	.8 FTE

<b>Years of Experience</b>		Greater than 1	3 years of experience in area of specialty	5 years of experience in area of specialty
<b>Certification</b>	Not required	Not required	Yes	Yes
<b>Degree</b>	ADN or BSN	ADN or BSN	BSN or BSN enrolled, with 5 years to complete, or ADN with <u>certification and a Bachelor's degree of any focus.</u>	BSN



### Article 30– Flexible Benefits

Sections A-C, G-K, N-P: no change

D. The Hospital and bargaining unit employee will contribute to the full cost of the medical coverage for the Preferred and Preferred Plus Plans according to the following schedule:

E. The Hospital and bargaining unit employee will contribute to the full cost of the dental and vision coverage according to the following schedule:

#### Full-time (72-80 Hours Bi-Weekly)

Medical	
Premier 250	Employee Cost
1 Person	\$5.02
2 Person	\$10.04
Family	\$13.30
Premier 400	Employee Cost
1 Person	\$0.00
2 Person	\$0.00
Family	\$0.00
HDHP 1500	Employee Cost
1 Person	-\$15.84
2 Person	-\$31.69
Family	-\$41.98
HDHP 3000	Employee Cost
1 Person	-\$22.66
2 Person	-\$45.33
Family	-\$60.04
Dental	
Buy-up	Employee Cost
1 Person	\$1.00
2 Person	\$1.88
Family	\$3.43
Core	Employee Cost
1 Person	\$0.65
2 Person	\$1.18
Family	\$2.15
Basic	Employee Cost
1 Person	\$0.00
2 Person	\$0.00
Family	\$0.00
Vision	
Buy-up	Employee Cost
1 Person	\$1.41
2 Person	\$2.81
Family	\$4.18
Core	Employee Cost
1 Person	\$0.00
2 Person	\$0.00
Family	\$0.00

#### Part-time (60-71 Hours Bi-Weekly)

Medical	
Premier 250	Employee Cost
1 Person	\$38.73
2 Person	\$77.48
Family	\$102.65
Premier 400	Employee Cost
1 Person	\$37.06
2 Person	\$74.13
Family	\$98.22
HDHP 1500	Employee Cost
1 Person	\$34.05
2 Person	\$68.11
Family	\$90.24
HDHP 3000	Employee Cost
1 Person	\$31.61
2 Person	\$63.24
Family	\$83.78
Dental	
Buy-up	Employee Cost
1 Person	\$2.14
2 Person	\$3.91
Family	\$7.13
Core	Employee Cost
1 Person	\$2.00
2 Person	\$3.63
Family	\$6.62
Basic	Employee Cost
1 Person	\$1.74
2 Person	\$3.16
Family	\$5.75
Vision	
Buy-up	Employee Cost
1 Person	\$0.36
2 Person	\$0.72
Family	\$1.12
Core	Employee Cost
1 Person	\$0.22
2 Person	\$0.44
Family	\$0.70

#### Part-time (40-59 Hours Bi-Weekly)

Medical	
Premier 250	Employee Cost
1 Person	\$77.46
2 Person	\$154.96
Family	\$205.30
Premier 400	Employee Cost
1 Person	\$74.12
2 Person	\$148.27
Family	\$196.43
HDHP 1500	Employee Cost
1 Person	\$68.09
2 Person	\$136.22
Family	\$180.48
HDHP 3000	Employee Cost
1 Person	\$63.22
2 Person	\$126.48
Family	\$167.57
Dental	
Buy-up	Employee Cost
1 Person	\$4.28
2 Person	\$7.82
Family	\$14.25
Core	Employee Cost
1 Person	\$4.01
2 Person	\$7.27
Family	\$13.23
Basic	Employee Cost
1 Person	\$3.48
2 Person	\$6.32
Family	\$11.51
Vision	
Buy-up	Employee Cost
1 Person	\$0.72
2 Person	\$1.44
Family	\$2.25
Core	Employee Cost
1 Person	\$0.44
2 Person	\$0.88
Family	\$1.41

~~F. The vision plan is fully paid for by the bargaining unit employee. The Hospital does not contribute to the full cost of the employee's vision coverage.~~

F. Deductibles and co-pays shall not increase and Hospital funding of FSA and HSA shall not decrease. If the Hospital provides better deductible co-pay, FSA and HSA benefits to non-unit employees, then the Hospital will apply same to employees under this agreement

L. Service Credits - The Hospital provides service credits as part of the FlexCare Benefit Program to full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period, and who have worked for the Hospital for the following length of time ~~ten or more years~~. The amount of service credits will vary depending on an employee's length of service as of each year, as follows:

Years of Service	Annual Benefit Dollars		
	Full-Time (72-80 hours)	Part-Time (60-71 hours)	Part-Time (40-59 hours)
<u>5 to 9</u>	<u>\$200</u>	<u>\$150</u>	<u>\$100</u>
10 to 14	<u>\$400</u> <del>\$200</del>	<u>\$300</u> <del>\$150</del>	<u>\$200</u> <del>\$100</del>
15 to 19	<u>\$600</u> <del>\$300</del>	<u>\$500</u> <del>\$225</del>	<u>\$300</u> <del>\$150</del>
20 to 24	<u>\$800</u> <del>\$400</del>	<u>\$600</u> <del>\$300</del>	<u>\$400</u> <del>\$200</del>
25 or more	<u>\$1000</u> <del>\$500</del>	<u>\$750</u> <del>\$375</del>	<u>\$500</u> <del>\$250</del>

M. Flex Time Off (FTO)

~~Full-time~~ Bargaining unit employees receive additional paid time off called Flex Time Off (FTO) through the FlexCare Benefit Program. This benefit is only available to bargaining unit employees during the annual open enrollment period and can be used to help offset the cost of benefits or take as additional paid time off.

## Article 31 – Retirement

### A. 403 (b) Retirement Plan.

1. **Plan.** The Hospital will continue to maintain the pension plan in effect and 403 (b) retirement plan during the term of this Agreement, so long as none of the provisions in these plans violate applicable laws or regulations. In the event that any benefit provided under these programs violates applicable law or regulations, the Hospital will meet and negotiate with the VFNHP at least sixty (60) days prior to changing the benefit. If the Hospital improves the pension plan in effect and/or the 403(b) retirement plan for non-bargaining unit employees during the term of the Agreement, such improvements shall also be applied to the retirement benefits for bargaining unit employees. ~~The Hospital agrees that there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement.~~
2. **Contribution.** The Hospital will contribute the following amounts based on points (years of service plus age of employee). All employees, including per diem employees are eligible for this contribution.

<u>Points</u>	<u>Hospital Contribution</u>	
<u>&gt;40</u>	<u>8%</u>	<u>3%</u>
<u>40-59</u>	<u>10%</u>	<u>5%</u>
<u>60-79</u>	<u>12%</u>	<u>7%</u>
<u>80+</u>	<u>14%</u>	<u>10%</u>

3. **Matching Contribution.** All full-time, part-time, and per diem bargaining unit employees are eligible to make personal contributions into the 403(b) Retirement Plan as of the effective date of hire. The Hospital will match 100% of an employee's contribution to their 403(b) up to 5% of the employee's salary. Upon six months of employment, newly hired employees will be automatically enrolled for 5% personal salary deferrals, thereby qualifying for the maximum employer match of 5%, unless the employee signs a waiver indicating that they do not want to make the 5% deferral. Employees would have an additional 90 day "unwind" period in which to withdraw the money, without penalty, if they choose not to make the 5% deferral.
4. **Vesting.** An employee is always 100% vested in their personal contributions (including rollover contributions and investment earning on those contributions). An employee becomes vested in UVMHC contributions according to the following schedule:

Less than 1 year: 0%

Less than 2 years, but more than 1 year: 50%

More than 2 years: 100%

If an employee terminates employment after reaching age 65 or dies while still an employee, the employee will be vested in all UVMHC contributions and investment earnings on those contributions regardless of the number of years of service.

**5. Withdrawals while employed at the hospital.**

**Before age 59 ½:** In return for the Plan's tax advantages, the IRS restricts an employee's ability to withdraw contributions from the plan. However, under certain circumstances, an employee may receive a distribution while employed by UVMHC by applying for a hardship withdrawal, if you meet the requirements, or when you become disabled. You may also receive a distribution from all accounts under the Plan if you become disabled.

**After age 59 ½:** An employee may receive payment of all or a portion of the employee's account (called a distribution) when at age 59 ½.

**B. Pension Plan**

To be eligible for a retirement benefit from the University of Vermont Medical Center Pension Plan, a bargaining unit employee must have been eligible to receive either an accruing or frozen monthly benefit payment from the former Medical Center Hospital of Vermont (MCHV). This defined benefit plan is currently "frozen" which means that new participants are not permitted to enroll. Bargaining unit employees must be at least age fifty-five (55) and have a minimum ten (10) years of service to be eligible to begin receiving their retirement benefits.

C. The Hospital will hold a retirement education meeting a minimum of two times per year.

**~~C. 403(b) Retirement Plan~~**

- ~~1. All full-time, part-time, and per diem bargaining unit employees are eligible to make personal contributions into the 403(b) Retirement Plan as of the effective date of hire.~~
- ~~2. All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible to receive basic and matching contributions from the Hospital.~~

## Article 32 – Combined Time Off

### *Sections C-D: no change*

A. The Combined Time Off (CTO) program provides bargaining unit employees with paid time off consistent with their position and length of service and encourages flexibility in usage of paid time off through scheduled and unscheduled absences, as well as a cash-in provision. All full-time, part-time and regularly scheduled special bargaining unit employees are eligible to accrue CTO hours.

1. Eligible bargaining unit employees will begin accruing CTO from the start of employment or the effective date of entering an eligible status.
2. Eligible bargaining unit employees accrue CTO each pay period on the basis of paid hours. ~~The maximum number of paid hours on which CTO is accrued is eighty (80) hours per pay period.~~
3. CTO is not accrued on workers' compensation, CTO cash-in, Flex Time Off (FTO), short-term disability, long-term disability, leaves of absences or during an unpaid absence.
4. The accrual rates for eligible bargaining unit employees are based on length of continuous eligible service and position classification.
5. The maximum amount of CTO hours that can be accrued in a bargaining unit employee's CTO bank is two (2) ~~one and one half (1.5)~~ times the individual bargaining unit employee's annual accrual. Once this amount is reached, no more CTO hours will be accrued until the CTO hours in the bank are below this maximum amount, unless the employee is unable to take time off due to staffing needs. The maximum allowed accrual is prorated for part-time bargaining unit employees based on their standard hours.
6. When a bargaining unit employee's authorized hours are reduced, her/his CTO bank will be compared to the new maximum CTO allowed. If the CTO hours bank is over the new maximum, the excess CTO hours plus two (2) pay periods' worth of CTO accrual hours (based on the new accrual rate) will automatically be cashed out to make the bargaining unit employee's CTO bank below the new maximum. This will allow the bargaining unit employee to continue to accrue CTO hours. This payment will be included in the next paycheck. This cash out does not affect the bargaining unit employee's eligibility for the CTO cash-in (see CTO Cash-in Section).

**7. CTO Accrual shall be as follows:**

A. Non-Exempt

- 0 to 5 years: Hourly Accrual Factor = .12 ~~.099726~~
- 5+ to 10 years: Hourly Accrual Factor = .14 ~~.118904~~
- 10+ to 15 years: Hourly Accrual Factor = .16 ~~.138084~~
- 15+ to 20 years: Hourly Accrual Factor = .18
- 20+ years: Hourly Accrual Factor = .2

B. Exempt

0 to 5 years: Hourly Accrual Factor = ~~.14~~ ~~1.118904~~

5+ to 10 years: Hourly Accrual Factor = ~~.16~~ ~~1.38084~~

10+ to 15 years: Hourly Accrual Factor = .18

15+ years: Hourly Accrual Factor = .2

**B. Use of Combined Time Off (CTO)**

1. Paid Time Off for hourly bargaining unit employees:

CTO will be used for scheduled absences including holidays (subject to Section 3), planned personal days and all unscheduled absences. CTO must be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to his/her authorized hours, except in cases required by law. CTO hours may not be used to cover canceled extra shifts. If a bargaining unit member has a scheduled absence due to union related work, the Union may request that she/he get paid out of the union bank of hours instead of his/her CTO bank. Such requests shall not be unreasonably denied.

2. Paid Time Off for Exempts:

CTO will be used for all scheduled and unscheduled absences in increments of full days. CTO must be used to supplement a bargaining unit employee's worked days so that the paid days in any pay period are equal to authorized hours, except in cases permitted by law. Notwithstanding the above, exempt bargaining unit employees shall be paid their guaranteed weekly salary except where otherwise permitted by law.

3. Holidays & Closures: Employees who are unable to work committed hours because of a holiday may use CTO to fill hours not covered by holiday pay, but are not required to do so. Employees who are unable to work committed hours because of a non-holiday closure may use CTO, but are not required to do so. CTO will be used when a bargaining unit employee's regularly scheduled workday falls on a UVMHC designated holiday. CTO is not used when a bargaining unit employee is not regularly scheduled to work the holiday. Each calendar year, bargaining unit employees who work in a cost center that is closed for a holiday may elect to take up to three (3) unpaid holiday days without using CTO. None of these requirements shall decrease an existing practice.

4. New Bargaining Unit Employees:

Eligible bargaining unit employees will accrue CTO hours from the date of hire.

5. Upon termination a bargaining unit employee will be paid for all CTO remaining in her/his CTO bank at one hundred percent (100%) of its value, and in accordance with tax laws and IRS regulations. The value is calculated using the bargaining unit employee's base rate.

6. For use of CTO time when bargaining unit employees are sent home during periods of low census, see Article 20A.

**Article 34– Family and Medical Leave (FMLA)**

*Section A, C-L: no change*

**B. Family and Medical Leave Period:**

Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee will be granted an unpaid leave of absence up to twelve (12) weeks during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave. For the birth or adoption, or loss of a child, the Hospital will provide up to six weeks of paid leave prior to the birth or adoption, or within a year of birth, adoption or loss of a child without charging the employee's CTO bank. This leave is in addition to the twelve (12) weeks of FMLA, not a replacement for it.



**Article 42 – Personnel Files & Evaluations**

Before placing any documentation into a bargaining unit employee's personnel file, the bargaining unit employee shall be informed of or given a copy of the documentation. Bargaining unit employees may submit a timely rebuttal to any corrective action, which shall be placed in the personnel file with the corrective action.

Bargaining unit employees shall be granted access to and provided relevant copies of documents in their personnel file. Bargaining unit employees will schedule a mutually convenient time with Human Resources in order to view their personnel file.

For purposes of corrective action, after one (1) year, all written and oral memoranda shall not be admissible to establish an element of progressive discipline. Exceptions to this include corrective actions for Harassment, Substance Abuse, Confidentiality (including HIPAA), Medication or Drug Diversion, Patient Abuse or Mistreatment and Billing Compliance Violations, which will remain in effect for as long as the bargaining unit employee is employed.

All evaluations will be conducted by a clinical nurse supervisor or nurse manager.



### Article 43 – Health and Safety

A. The Hospital and the VFNHP recognize that bargaining unit employees may be exposed to workplace situations that pose risks to health. Consistent with hospital policies and the requirements of state and federal law, the Hospital agrees to protect the health of the bargaining unit employees and provide a safe work environment. To that end, the Hospital agrees to provide:

1. A program of infectious and communicable disease control as required by state and federal law.
2. Physical examination health tests and immunizations as required by the Hospital, state and federal law at no cost to the employee.
3. Material data safety sheets as required by state or federal law.
4. Needle protection systems as required by state or federal law.
5. All safety equipment as required by Hospital policies and procedures, state and federal law.
6. If there has been a workplace exposure or contact that places the employee at risk, the Hospital shall provide governmentally required or recommended treatment at no cost to the employee.

7. Should a bargaining unit employee be at risk due to potential exposure to an infectious agent and unable to perform the duties of their job upon recommendation of their health care provider, they may request a special accommodation for an alternative assignment, which may include a temporary transfer, telecommute options, alternative positions or assignments, or time spent completing mandatory education requirements. The Hospital shall make every effort to grant the request, provided it does not require the Hospital to violate the CBA or past practice. In the event the Hospital is unable to grant the request, the Hospital will offer a reasonable accommodation. If no such accommodation may be made, the employee may utilize their CTO, disability insurance and/or be granted a leave of absence.

8. The Hospital shall provide to all employees the necessary safety equipment to perform their duties, including the appropriate level of PPE needed to protect bargaining unit employees and the patients as recommended by the CDC guidelines and/or the Vermont Department of Health. The Hospital shall provide and maintain scrubs for any bargaining unit employee who makes such a request. The Hospital shall provide appropriate health and safety training to employees, including annual N95 fit testing per NIOSH & OSHA standards, which shall be paid work time. The employee is responsible for using appropriate safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or in disrepair. The employer shall replenish or repair such supplies and equipment when notified. Employees are responsible for taking good care of all safety equipment.

B. Only bargaining unit employees trained to work with hazardous materials shall do so . The Hospital shall pay for the cost of appropriate training.

C. Bargaining unit employees may raise safety complaints/concerns at any time without fear of reprisal for making the safety complaint/concern consistent with the Healthcare Whistleblower's Protection Act, 21 V.S.A., Section 507.

- D. Bargaining unit employees and the Hospital will be required to follow all written Hospital policies and procedures affecting health and safety.
- E. The Hospital shall continue to work with the VFNHP to ensure that written policies, procedures and protocols affecting health and safety are reviewed with the VFNHP, are readily available to bargaining unit employees and updates are brought to the attention of the bargaining unit employees in a timely fashion.
- F. The VFNHP may select two (2) members of the Environment of Care Committee, two (2) members of the Biobranh/PPE Committee, and two (2) members of the Safe Patient Handling Committee. The Safe Patient Handling Committee will review any current policies and programs and develop a comprehensive program to teach and support correct patient handling. The committee will make recommendations addressing equipment, training, protocols and procedures.
- G. The Hospital and the Union agree to develop and recommend a Safe Patient Handling/Hospital Worker Back and Musculoskeletal Injury Prevention Plan within nine months from the date of execution of the agreement. The development and implementation of the plan will be guided by state and national guidelines, including but not limited to Beyond Getting Started: A Resource Guide for Implementing a Safe Patient Handling Program in the Acute Care setting.
  - a. A component and initial priority of this plan will include the evaluation, assessment, planning, purchase and implementation of the SLIP sheets, or agreed upon slide sheet equivalent, for patient transfers and/or repositioning within six months from the date of execution of the agreement.
  - b. Installation of a ceiling lift in CT Radiology and ED CT.
- H. For the protection and safety of employees, patients and families, and confidential medical information, the hospital will update and implement a behavioral warning process for patients and/or families photographing, audio recording, and video recording staff.
- I. All employees will be trained in MOAB, or the equivalent, within twelve months of ratification. New employees will be trained within twelve months of hire.
- J. Employees with workplace security concerns should contact their manager, nursing supervisor, and/or the security officer on duty.
- K. Additional Safety Measures: Within three months of ratification of this agreement the Hospital will install a working and staffed metal detector in the Emergency Department. The Hospital will develop a procedure for Security to remove and safely secure any weapons. Large "no weapons" signs will be installed at all entrances.

**Article 45 – Parking**

- A. The Hospital shall guarantee free on-site parking at the Hospital facilities for all bargaining unit employees working at all sites other than MCHV and UHC. The Hospital shall maintain a regular, convenient and free shuttle service to all outlying parking sites.
- B. A security escort will be provided upon bargaining unit employee request. The parking lot will be physically lit and well maintained, including snow and ice removal.
- C. Bargaining unit employees working evening, night, and weekends will be guaranteed free on-site parking in the ACC parking garage while at work with the potential exception of an emergency situation such as a mass casualty. Bargaining unit employees who are on-call will be guaranteed emergency access parking when called into work.
- D. Bargaining unit employees will be guaranteed free onsite parking in the ACC parking garage on the days they are pre-scheduled for on-call immediately following a scheduled shift.
- E. Bargaining unit employees with fifteen (15) years seniority will have the option to choose preferred parking based on availability.
- F. Bargaining unit employees registered for carpooling will be permitted to park on-site, subject to availability and the Hospital's carpooling policy.
- G. The maximum penalty for violation of a parking rule is a six (6) month suspension of parking privileges. Suspensions of parking privileges will be considered discipline, subject to just cause and grievance arbitration procedure, Article 40, of this agreement.
- H. Employees working an urgent shift are allowed to park in the garage. Bargaining unit employees assigned on-call are guaranteed free on-site parking in the ACC parking lot, subject to availability.
- I. Employees who leave and return within one year shall have their parking location restored.
- J. The Hospital will provide free monthly bus passes to all employees who request them.



**Side Letter CNM Admitting Privileges & APRN Collaborative Agreements.**

- A. Certified Nurse Midwives will be granted admitting privileges.
- B. **Collaborative agreement** – follow state's requirements/recommendations: The Hospital may require a collaborative agreement only for the first 24 months of an APRN's initial role and or population focus. A collaborating provider may be a physician or an APRN with four or more years' experience on the particular population focus.



**Side Letter Respecting Right of Hospital Employees to Organize and Engage in  
Concerted, Protected Activity**

The Hospital and VFNHP recognize the right of all eligible Hospital employees to organize a union without interference from the employer. To that end, the Hospital agrees to recognize and negotiate with any group of employees after they have proven that a majority have signed cards authorizing VFNHP and/or AFT Vermont to be their exclusive bargaining representative. The Hospital agrees to remain neutral about any activity or organizing of employees to be represented by an exclusive bargaining agent and will not suggest, encourage or solicit employees to reject exclusive bargaining representation.



**Side Letter Contract Expirations**

The Hospital will agree to any proposal by the Technical Professionals represented by VFNHP to set their contract expiration date to be the same as the contract expiration date of this agreement.



**Side Letter: APRN Step Placement**

On the first payroll following ratification of this agreement, all APRNs shall be placed on the chart below based on experience, but in no event shall any APRN suffer a reduction in hourly rate. New hires will be placed according to this chart.

Current Step	New Step	U10	U11	U12	Years of Experience
10	1	55.26	55.23	58.76	Less than 1 year
11	2	56.33	56.33	59.94	1-1.99 years
12	3	54.70	57.46	61.14	2-2.99 years
13	4	55.79	58.61	62.36	3-3.99 years
14	5	56.90	59.78	63.61	4-6.99 years
15	6	58.04	60.97	64.88	7-9.99 years
16	7	59.20	62.19	66.18	10-12.99
17	8	60.39	63.44	67.50	13-15.99
18	9	61.60	64.71	68.85	16-17.99
19	10	62.83	66.00	70.23	18-18.99
20	11	64.09	67.32	71.63	19-19.99
21	12	65.37	68.67	73.07	20-20.99
22	13	66.68	70.04	74.53	21-21.99
23	14	68.01	71.44	76.02	22-22.99
24	15	69.38	72.87	77.54	23-23.99
	16	71.46	74.33	79.09	24 years or more

On the first payroll of October 2022, all APRNs shall advance one step, or be placed on the chart below based on experience, whichever is greater. New hires will be placed according to this chart.

Step	U10	U11	U12	Years of Experience
1	\$56.92	\$56.89	\$60.52	1 year or less
2	\$58.02	\$58.02	\$61.74	1-1.99 years
3	\$56.34	\$59.18	\$62.97	2-2.99 years
4	\$57.46	\$60.36	\$64.23	3-3.99 years
5	\$58.61	\$61.57	\$65.52	4-4.99 years
6	\$59.78	\$62.80	\$66.83	5-5.99 years
7	\$60.98	\$64.06	\$68.16	6-6.99
8	\$62.20	\$65.34	\$69.53	7-7.99
9	\$63.45	\$66.65	\$70.92	8-8.99
10	\$64.71	\$67.98	\$72.34	9-9.99
11	\$66.01	\$69.34	\$73.78	10-12.99
12	\$67.33	\$70.73	\$75.26	13-15.99
13	\$68.68	\$72.14	\$76.76	16-18.99
14	\$70.05	\$73.58	\$78.30	19-20.99
15	\$71.46	\$75.05	\$79.86	21-22.99
16	\$73.60	\$76.56	\$81.46	23-23.99
17	\$75.08	\$78.09	\$83.09	24 years or more

On the first payroll of October 2023, all APRNs shall advance one step, or be placed on the chart below based on experience, whichever is greater. New hires will be placed according to this chart.

Step	U10	U11	U12	Years of Experience
1	\$58.63	\$58.59	\$62.34	1 year or less
2	\$58.03	\$60.96	\$64.86	1-1.99 years
3	\$59.19	\$62.17	\$66.16	2-2.99 years
4	\$60.37	\$63.42	\$67.48	3-3.99 years
5	\$61.57	\$64.69	\$68.83	4-4.99 years
6	\$62.81	\$65.98	\$70.21	5-5.99 years
7	\$64.07	\$67.30	\$71.61	6-6.99 years
8	\$65.35	\$68.65	\$73.05	7-7.99
9	\$66.66	\$70.02	\$74.51	8-8.99
10	\$67.99	\$71.42	\$76.00	9-9.99
11	\$69.35	\$72.85	\$77.52	10-11.99
12	\$70.74	\$74.30	\$79.07	12-13.99
13	\$72.15	\$75.79	\$80.65	14-15.99
14	\$73.61	\$77.31	\$82.26	16-17.99
15	\$75.81	\$78.85	\$83.91	18-19.99
16	\$77.33	\$80.43	\$85.58	20-21.99
17	\$78.87	\$82.04	\$87.30	22-23.99
18	\$80.45	\$83.68	\$89.04	24 years or more



### **Side Letter LPN Clinical Ladder**

Within three months of ratification of this agreement, VFNHP and the Hospital will meet to negotiate a Clinical Ladder for LPNs.

