

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Ratification Bonus**

In the first full pay period that starts at least fifteen (15) business days after ratification of the CBA, UVMMC will pay a lump sum bonus to all bargaining unit employees employed on the date of payment as follows:

36 – 40 hours per week: \$1,000.00 minus applicable withholdings and deductions

21 – 35 hours per week: \$750.00 minus applicable withholdings and deductions

0 – 20 hours per week (includes per diem): \$500.00 minus applicable withholdings and deductions

Payments will be made off payroll cycle.

**Retention Bonus**

UVMMC will pay a lump sum retention bonus to all bargaining unit employees hired before 10/1/2022 who remain employed through 4/1/2024 as follows:

36 – 40 hours per week: \$1,500.00 minus applicable withholdings and deductions

21 – 35 hours per week: \$1,125.00 minus applicable withholdings and deductions

0 – 20 hours per week (includes per diem): \$750.00 minus applicable withholdings and deductions

Payments will be made off payroll cycle.

VFNHP

*Debi Snel*

Date: 7/5/22

UVMMC

*Vicki Stegall*

Date: 7/5/2022

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### **Article 2 – Recognition**

The Hospital recognizes VFNHP as the sole and exclusive bargaining representative with respect to the terms and conditions of employment for the following units:

All full-time, regular part-time and per diem registered nurses (RNs) who work an average of four (4) hours per week in a continuous thirteen week period employed by the Employer at its facilities located in the State of Vermont at: Medical Center Campus, 111 Colchester Avenue, Burlington; University Health Center, 1 South Prospect Street, Burlington; Fanny Allen Campus, 790 College Parkway, Colchester; Colchester Family Practice, 883 Blakely Road, Colchester; Given Health Care Center at the Brickyard, 87 Main Street, Essex Junction; Milton Family Practice, 28 Center Drive, Milton; UVMHC Cardiology, Tilley Drive, South Burlington; Vermont Department of Health at Cherry Street; Cardiac Rehabilitation at Tilley Drive, South Burlington; Williston Satellite Primary Care, Pediatrics, OB/GYN, 353 Blair Park Road, Williston; CVH Renal Dialysis Unit, Central Vermont Hospital, Fisher Road, Berlin; Community Health Improvement, 128 Lakeside Avenue, Burlington; Aesculapius, 1 Timber Lane, South Burlington; Rutland Satellite Dialysis, Rutland Hospital, 190 Allen Street, Rutland; Urology Associates at St. Albans, 6 Crest Drive, St. Albans; Renal Services at St. Albans, Crest Drive, St. Albans; South Burlington Family Practice, 1 Timberlane, South Burlington; Berlin Family Practice, 130 Fisher Road, Berlin; Radiology at Aesculapius, 3 Timber Lane, South Burlington; Renal Dialysis at Bennington, Southwest Medical Center; Renal Dialysis Services, Joy Drive, Burlington; Green Mountain Eye Center, Courthouse Plaza, Burlington; Pain Management, Tilley Drive, South Burlington; Surgery, Plattsburgh; Plastic Surgery, Water Tower Hill, Colchester; UVMHC ENT, Central Vermont Hospital, Berlin; Berlin Eye Center, Airport Road, Berlin; Cardiology, Cobblestone Health Commons, St. Albans; Hinesburg Family Practice; Orthopedic Specialty Center, 192 Tilley Drive, South Burlington; Genetics, 112-114 Colchester Avenue, Burlington but excluding other Professional employees, Managerial employees, Administrative Director Cardiology Services, Administrative Director of Nursing, Administrative Director of Nursing-Care Coordination, Administrative Nurse Coordinator, Assistant Nurse Manager, Clinical Case Manager, Clinical Case Manager PD, Clinical Case Manager-Employee Health, Clinical Case Manager-Worker's Compensation, Clinical Practice Nurse Manager, Community Health Coordinator, Director of Community Health Improvement, Director of Clinical Services, Home Care Nurse Coordinator, Home Dialysis Coordinator, Inpatient Coordinator, Interim Director, Interim Manager Exempt, Interim Supervisor Exempt, JCAHO Chart Audit Nurse, Manager Nursing Clinical Systems, Nurse Manager, Nurse Manager Acute/Ped/NICU, Nurse Manager Critical Care Services, Nurse Manager Maternity Services, Nurse Manager Radiology, Nurse Manager/Educator, Nurse Practitioner/Manager Interventional Radiology, ~~Occupational Health Nurse/NON~~, Outpatient Dialysis Coordinator, Patient Relations Representative, Patient Relations Representative PD, Practice Supervisor-Adv Practice, Practice Supervisor-Professional, Recruiter-RN, Resource Coordination Nurse, Resource Coordination Nurse PD, Assistant Research Nurse Manager, Senior Cath Lab Specialist-RN, Senior Nurse

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Educator, Service Coordinator Nurse, Service Coordinator Nurse PD, Supervisor of Employee Health, Vice President of Nursing Operations, Vice President of Quality and Care Management, Quality Improvement Consultant- Nurse, Clinical Informatics Special Assoc., Clinical Informatics Special Staff, Community Outreach Educator, Coordinator Statewide Smoking Cessation, Critical Care Measurement Specialist, Director of Volunteer Services, Infection Control Practitioner I, FACT RN, FACT RN-Copley, FACT RN-Lifeflight, FACT RN-Transport Coordinator, Certified Registered Nurse Anesthetists (CRNAs), Confidential Employees, Casual Employees, Guards and Supervisors as defined in the Act and all other employees.

All full-time, regular part-time and per diem Licensed Practical Nurses (LPNs) who work an average of four (4) hours per week in a continuous thirteen week period, including LPN I, LPN II, LPN III, Dialysis LPN II, Dialysis LPN III, Precertification Specialist, Ambulatory Licensed Nurse II, Ambulatory Licensed Nurse III, Cath Lab Specialist LPN, Employee Health LPN and Senior Cath Lab Specialist LPN employed by the Employer at its facilities located in the State of Vermont at: Medical Center Campus, 111 Colchester Avenue, Burlington; University Health Center, 1 South Prospect Street, Burlington; Fanny Allen Campus, 790 College Parkway, Colchester; Colchester Family Practice, 883 Blakely Road, Colchester; Given Health Care Center at the Brickyard, 87 Main Street, Essex Junction; Milton Family Practice, 28 Center Drive, Milton; UVMC Cardiology, Tilley Drive, South Burlington; Vermont Department of Health at Cherry Street; Cardiac Rehabilitation at Tilley Drive, South Burlington; Williston Satellite Primary Care, Pediatrics, OB/GYN, 353 Blair Park Road, Williston; CVH Renal Dialysis Unit, Central Vermont Hospital, Fisher Road, Berlin; Community Health Improvement, 128 Lakeside Avenue, Burlington; Aesculapius, 1 Timber Lane, South Burlington; Rutland Satellite Dialysis, Rutland Hospital, 190 Allen Street, Rutland; Urology Associates at St. Albans, 6 Crest Drive, St. Albans; Renal Services at St. Albans, Crest Drive, St. Albans; South Burlington Family Practice, 1 Timberlane, South Burlington; Berlin Family Practice, 130 Fisher Road, Berlin; Radiology at Aesculapius, 3 Timber Lane, South Burlington; Renal Dialysis at Bennington, Southwest Medical Center; Renal Dialysis Services, Joy Drive, Burlington; Pain Management, Tilley Drive, South Burlington; Surgery, Plattsburgh; Plastic Surgery, Water Tower Hill, Colchester; UVMC ENT, Central Vermont Hospital, Berlin; Berlin Eye Center, Airport Road, Berlin; Cardiology, Cobblestone Health Commons, St. Albans; Hinesburg Family Practice; Orthopedic Specialty Center, 192 Tilley Drive, South Burlington; Genetics, 112-114 Colchester Avenue, Burlington; but excluding all other employees, confidential employees, casual employees, guards and supervisors as defined in the Act.

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References to VFNHP or President throughout this agreement refer only to the bargaining units described in this agreement.

VFNHP

*Dub Snow*

Date: 7/5/2022

UVMHC

*Vicki Stotel*

Date: 7/5/2022

## Tentative Agreement

### Article 4 – Union Access

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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:

560 hours (October 1, ~~2022~~2018 through September 30, ~~2023~~2019).

## Tentative Agreement

~~560 hours (October 1, 2019 through September 30, 2020).~~

1000800 hours (October 1, ~~20232020~~ through September 30, ~~20242021~~).

Unused hours in any year will be added to the total of the next year up to a maximum of ~~12001000~~ total hours. The time must be coded as Union Time for payroll purposes and will not be used to calculate overtime rate. All requests for Union Time must be submitted by the VFNHP to the UVMMC 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 and, Vice President ~~and~~ Grievance Chair, to reduce their hours or change status to part time of no less than 0.5 FTE or per diem. The Hospital shall allow the Grievance Chair to reduce their hours or change status to part time 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.

21407965.1

VFNHP:  
Deb Sall  
6/1/22

UVMMC  
Vicki Stegel  
6/1/22

## **Tentative Agreement 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

For VFNHP:

*Deb Snell*

For UVMHC:

*Vicki Stetzel*  
*6/1/22*

## **Tentative Agreement**

### **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 or expression, 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 bargaining unit employees on responding to discriminatory acts or statements made by patients or other employees. In person or remote interactive sessions will be available for these trainings.

VFNHP:  
Deb Snell  
6/1/22

UVMHC  
Vicki Stezel  
6/1/22



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**Article 9 – Per Diem Employment**

A. To be a per diem bargaining unit employee, the following minimum scheduled work commitments must be met:

1. A minimum of three-hundred (300) hours per calendar year.
2. The total hours must include a minimum of one (1) eight-hour holiday shift per calendar year. For purposes of this article, holidays are identified as Thanksgiving, December 24, Christmas, New Year's, Memorial Day, July 4th and Labor Day.
- 2.3. For Per Diem employees hired after July 9, 2022, the total hours must include a minimum of 36 hours on one or more of the following shifts: evening, nights, weekends or on-call.

For bargaining unit employees who work in multiple cost centers, the requirements of this provision can be met in any combination of the cost centers in which the bargaining unit employee holds a per diem position. Hours worked in regularly scheduled special, part-time or full-time positions will not count towards the above work commitments. Full time clinical nursing faculty may use up to one hundred and fifty (150) hours of faculty-led clinical rotations at UVMHC to satisfy the requirement in A.1., so long as they work in an area that has the same clinical focus (i.e., general med/surg, stepdown, critical care) as their clinical rotation hours.

All hours worked in per diem positions shall count towards the minimum requirements. Bargaining unit per diem employees, who work in units or departments that do not staff or do not have an on-call system on holidays, will not have to comply with those related requirements in section A.

On call hours will count towards the requirements of this section.

These requirements will be pro-rated during the first calendar year in the per diem position.

At the time of the annual calendar year review, if a per diem employee had a substantial amount of legally protected time away from work in one year that impacted their ability to work 300 hours, no separation of employment will occur for not reaching the 300-hour requirement.

Termination of not meeting hourly requirements requires a meeting that includes a union steward.

\* \* \* \*

- I. Any committed hours nurse, who requests to become a per diem in the unit that they are currently employed in may do so and shall not be unreasonably denied, so long as there is a vacancy (or the cost center does not have at least 1 per diem per 45 FTEs) and the

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preference card process is followed according to Article 12. Each cost center with at least 10 bargaining unit FTEs shall have a minimum of one per diem position per 45 FTEs. Clinical nursing faculty per diems will not be included in this calculation.

- 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 ~~\$750~~\$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 a pro-rated payment of ~~\$750~~\$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.

\* \* \* \*

VFNHR

Dick Snell

Date: 7/5/2022

UVMMC

Viki Stegel

Date: 7/5/2022

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**JULY 5, 2022**

**Article 16 – Layoff / Furlough / Reduction in Hours**

**A. Decision to Effect – Layoff, Furlough or Reduced Hours**

1. 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.
2. For purposes of this article, a layoff is a full separation of employment or permanent reduction in hours. A furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their employment status, benefits and seniority, together with an actual or anticipated return to work date.
3. Furloughed employees may use accrued CTO during their furlough, but shall not be required to use any CTO. CTO may also be used to cover the employee's benefits costs. If CTO is not available, or if the employee chooses not to use it, the employee will make arrangements with UVMMC to repay the amount when the employee returns to work.
4. Furloughs shall not exceed twelve weeks, unless agreed to by the employee, or every employee in the same job classification in the same Cost Center has had a twelve-week furlough, while maintaining necessary skill and ability.
5. In cases where UVMMC is requesting a return from furlough prior to the employee's recall date, the following will occur:
  - a. UVMMC shall first ask for volunteers. Volunteers must respond within 48 hours, and will be selected in order of seniority (most to least).
  - a.b. If no one agrees to return sooner than their return date, the Hospital may request the least senior person to return to work within fourteen (14) calendar days from the request. Employees with extenuating circumstances (like employees who are on travel assignment, are out of the country, have child care needs, or other similar circumstances) may discuss other options with their leader. No employee will be unreasonably denied additional time to return to work. Article 17 does not apply to furloughs.

In cases where circumstances necessitate a layoff of bargaining unit employees or a furlough 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 / Furloughs**

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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 unit seniority shall be the next to be laid off or furloughed. If two (2) or more bargaining unit employees have exactly the same unit seniority, the selection shall be made using the UVMC 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.

**B.C. RN Layoffs / Furloughs**

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, 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 unitHospital seniority shall be the next to be laid off or furloughed. If two (2) or more bargaining unit employees have exactly the same unitHospital seniority, the selection shall be made using the UVMC 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.D. LPN Layoffs / Furloughs**

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 unitHospital seniority shall be the next to be laid off or furloughed. If two (2) or more bargaining unit employees have exactly the same unitHospital seniority, the selection shall be made using the UVMC 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.E. Procedure**

1. The use of TravelAgency Nurses in a cost center selected for layoff or furlough or reduction of hours shall first be discontinued. (See Article 15.)
2. Then seek relevant/applicable volunteers for layoff, furlough or reduction. If there are multiple volunteers, selection will be in seniority order (most senior to least senior), and considering skill and ability to meet the patient care needs of the unit. 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,

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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, furloughed or reduced~~selected~~ first, then bargaining unit employees with a final 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.~~FE~~. If a bargaining unit employee laid off under this provision has their~~his/her~~ suspension or final written warning overturned in the grievance process, the layoff will be rescinded.
5. Bargaining unit employees are selected in the reverse order of Hospital seniority.
6. In the event layoffs or reduction of hours are necessary, then,

E.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 their~~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 their~~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 their~~his/her~~ bumping rights, and
  - b. The bargaining unit employee is qualified for that position.

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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

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, furloughs, 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 and placed on a recall list or furloughed.

In a lay-off, 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. In a furlough, those bargaining unit employees having bumping rights or rights to vacant positions shall exercise such rights within twenty-four (24) 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 or furloughed bargaining unit employees joining

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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 in a layoff, 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. For the purposes of bumping or filling a vacant position in a furlough, a bargaining unit employee shall not be deemed qualified if they would not be able to perform to the level of an Agency nurse after the orientation typically given to an Agency nurse for that unit/department.

VFNHR

*Dale Smith*

Date:

7/5/22

UVMHC

*Vicki Stojel*

Date:

7/5/2022

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### **Article 18 - Hours of Work / Staff Schedules**

- A. For payroll purposes, the workweek shall begin at 7:00 a.m. on Monday and end at 6:59 a.m. on the following Monday. Pay periods are two workweeks.
7. In departments where bargaining unit employees are required by Hospital policy to change clothing on site prior to commencing work, bargaining unit employees will swipe in prior to changing clothes, and then swipe out at the end of their shift after changing.
  8. When a bargaining unit employee obtains permission from her/his manager to clock out early because of low census, lack of work, or for early release from scheduled training time, the bargaining unit employee may decide whether to use CTO or take time off without pay.
- B. Meal and Break Periods
1. When workload permits, bargaining unit employees may receive one (1) consecutive fifteen (15) minute break for each four (4) consecutive hours of work. Bargaining unit employees will not be paid extra for breaks not taken.
  2. Bargaining unit employees working at least six and one half (6.5) consecutive hours may, if workload permits, receive a thirty (30) minute unpaid meal period, without work responsibility, as the Hospital may assign.
  3. A bargaining unit employee will be compensated at the bargaining unit employee's regular rate if a bargaining unit employee must forgo a meal period due to the Hospital's operating requirements. Bargaining unit employees will notify their Manager or designee prior to forgoing their meal period.
  4. Breaks and/or meal times may not be used to report to work late or leave work early.
  5. Breaks may not be combined with meal periods or other breaks. If workload permits, bargaining unit employees working more than eight (8) consecutive hours will be permitted to combine their breaks, without work responsibility.
- C. Schedules
1. Schedules will be posted at least four (4) weeks before the start of a four (4) week schedule. Eight (8) weeks is the maximum number of weeks that can be posted. The Hospital is responsible for overseeing the scheduling process.
  2. Eight (8) weeks should be posted before the CTO request time is pulled to build the next schedule.



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3. The four (4) week work schedule for the Nurse Educators will be posted on the unit(s) where they work.
4. Block schedules for bargaining unit employees will not be changed without consulting the employee.

**D. Scheduling Practices**

The following priority will be used:

1. Bargaining unit employees with committed hours will be scheduled first.
2. 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 will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process.
3. The schedule will be posted and will include a posting of the vacant shifts/hours. The schedule will have the date it was posted.
4. 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.

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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.

2.3. There will be a minimum of 48 hours between shift rotation (days to nights or nights to days). Less than 48 hours requires consultation with the bargaining unit 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.

2. Two (2) days off will be scheduled following a night rotation. Less than two (2) days off requires consultation with the bargaining unit employee.

2.3. Following three consecutive 12-hour shifts, there will be a minimum of 48 hours before the employee's next scheduled shift. Less than 48 hours off requires consultation with the bargaining unit employee.

**G. Maximum and minimum consecutive shifts**

1. 8 Hour Shifts

a. Bargaining unit employees will not be scheduled for work stretches of more than five (5) consecutive days.

b. Bargaining unit employees who work fifty-six (56) hours per pay period or more will not be scheduled for work stretches of less than two (2) consecutive days.

2. Shifts of more than 8 hours

a. Bargaining unit employees will not be scheduled for work stretches of more than four (4) consecutive days.

b. Bargaining unit employees who work sixty (60) hours per pay period or more will not be scheduled for work stretches of less than two (2) consecutive days.

3. Bargaining unit employees may consent to work more or fewer shifts. Bargaining unit employees with approved block schedules that do not comply with these requirements do not need re-approval for each schedule.

4. The provisions of this section G do not apply to bargaining unit Per Diems.

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

5. Bargaining unit employees will not be required to work more than 12 hours in a row.

**H. 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, Saturday and Sunday 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 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.

\* \* \* \*

- M. Primary Care APPs. Newly hired APPs will be scheduled to independently function in the weekend clinic 6 months after date of hire for experienced APPs and 12 months after date of hire for new APPs. For purposes of this requirement, a new APP is one who has less than one year of experience in primary care practices and an experienced APP is one who has one year or more of experience in primary care practice. [NOTE: this adopts the 2/1/2019 MOA language]

[ delete SIDE LETTER ]

VFNHP

Deb Snare

Date: 7/5/22

UVMMC

Vicki Stegel

Date: 7/5/2022

## Tentative Agreement

### Article 18A – Scheduling Vacations/CTO

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 will have two periods each year:

	<u>Sign Up Time</u>	<u>Proposed Dates</u>
<u>First Sign Up</u>	<u>9/1 to 10/31</u>	<u>FY23: 1/1 to 8/31</u> <u>After FY23: 3/1 to 8/31</u>
<u>Second Sign Up</u>	<u>2/1 to 3/30</u>	<u>9/1 to 2/29</u>

- The first period will begin September 1st and conclude on October 31st. The CTO request book will have a calendar from January 1st through August 31, 2023, and March 1 through August 31st in subsequent years that will be made available for requests for vacations/CTO.
  - The second period will start February 1 and conclude March 30. The CTO request book will have a calendar from September 1 through the end of February.
  - The parties agree that this two-period sign-up will be done this way for a trial period. Unless there is agreement by both parties to continue with a two-period sign-up, the process will revert to an annual sign-up period beginning 9/1/2024.
  - 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 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<sup>th</sup> and April 7<sup>th</sup>. No changes will be made to the original sign-up sheets; the original sign-up sheets must remain in the sign-up book.

## Tentative Agreement

- 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. An employee with an approved vacation will not have their vacation denied because of a change in their shift/schedule.
- f. When creating the schedule, designated seniority sign up requests will be guaranteed over first-come, first serve time off requests submitted after the seniority sign up period. For example, if a bargaining unit employee with approved vacation time is unable to take that vacation (e.g., separation of employment, another form of leave, such as family medical or sick, etc.), and such inability is known prior to posting of the schedule, then the next most senior employee who had requested the time during seniority sign up will be able to take that time as vacation.

### 1. Seniority Sign-Up Procedure

- a. The CTO book will circulate beginning with the most senior bargaining unit employee and will be handed off to the next bargaining unit employee on the seniority list until all bargaining unit employees have signed up or until the final sign-up date, whichever comes first.
- b. This process must occur in a timely manner to ensure all bargaining unit employees are able to sign up for CTO during the sign-up periods .
- c. During the seniority sign-up period, bargaining unit employees may sign up for their authorized hours to work in four weeks (two pay periods) with only the authorized hours in two weeks (one pay period) during the months of June, July and August.
- d. The CTO request book may not leave the unit.
- e. It is the responsibility of each bargaining unit employee to be ready to sign up during the sign-up period.
- f. A bargaining unit employee may contact another bargaining unit employee by phone to complete the sign up. The person signing the book must initial and date the entry.
- g. If there are extenuating circumstances that require special consideration, it is recommended that the bargaining unit employee contact her/his Nurse Manager and VFNHP steward to review available options.

## Tentative Agreement

### 2. After the Seniority Sign-Up Procedure

- a. The CTO request book will be reviewed by the Nurse Manager by the dates outlined in section 1 of this article. Requests that are deemed granted will be marked as such in the CTO request book. No request for time off will be unreasonably denied. Requests will not be altered or removed.
- b. The book will then be placed on the unit for bargaining unit employees to sign up for additional scheduled CTO hours/days on a "first come, first serve" basis.
- c. Additional days may be requested and granted during the calendar year and until the scheduler takes these requests to create the schedule.
- d. Any bargaining unit employee who finds appropriate coverage for her/his shift may take CTO within the parameters of Article 18 Scheduling, section L. Use of such coverage will not be denied because of posted holes.

\*\*\*\*

VFWHP:  
Debi Smith  
4/1/22

UVMHC  
Vicki Stetzel  
4/1/22

**TENTATIVE AGREEMENTS  
JULY 5, 2022**

**Article 19 – Overtime**

\* \* \* \*

**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.

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 positions, counts<sup>VS</sup> 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 one-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.

\* \* \* \*

VFNHP

Dub Snell

Date: 7/8/22

UVMMC

Vicki Stegel

Date: 7/5/2022

## Tentative Agreement

### Article 20A - Staffing Adjustments

\* \* \* \*

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 Cancelled:** Bargaining unit employees working urgent pay shifts will be cancelled. 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. Prior to being cancelled, any home unit nurse may choose to forego urgent pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below. Any nurse cancelled 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 urgent pay.

4. **Other Incentive Shifts (if in effect):** Bargaining unit employees working any other incentive shift will be cancelled. Order of cancellation will be as described in 20A.B.3. Prior to being cancelled, any home unit nurse may choose to forego incentive pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below.

Employees who do not receive a cancellation notice and show up to work the incentive shift will be paid two (2) hours of courtesy incentive pay.

Sections 5-13 – no change.

21407379.1

VFWH  
Deb Snel  
6/1/22

UVMHC  
Vicki Stogel  
6/1/22



**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 21 – Floating**

\* \* \* \*

**A. Closed Units**

[[Add bullet for Employer Health Management & Employee Health as a closed unit]]

\* \* \* \*

**E. Resource Department**

1. Bargaining unit employees from the Resource Department will take a full patient assignment where qualified and assigned.
2. Compensation: All bargaining unit employees who are employed in the Resource Department will be paid thea differential set forth in Article 23 ~~of six dollars (\$6.00) per hour for all hours worked.~~
3. Resource Department bargaining unit members will have the ability to receive orientation and training in units, department and clinics in which there is a need.

\* \* \* \*

**G. Ambulatory Resource Pool**

1. Bargaining unit employees from the Ambulatory Resource Pool will take a full patient assignment where qualified and assigned. The Hospital and VFNHP will meet to bargain and negotiate the terms and conditions of an expanded ambulatory resource pool. Included in the discussion will be determination of appropriate number of nursing resources and the process for allocating to individual clinics. The team will collaborate with inpatient resource orientation task force to define appropriate orientation and ongoing education to support effective coverage across clinics. We will work together to address specific challenges for resource nurses so they can effectively perform to the full scope of an RN in primary and specialty care clinics to allow for appropriate coverage. The parties agree to schedule the first meeting within 30 days of ratification and work toward full implementation within 12 months of the first meeting.
2. Compensation: All bargaining unit employees who are employed in the Ambulatory Resource Pool will be paid the differential set forth in Article 23.
3. Ambulatory Resource Pool bargaining unit members will have the ability to receive orientation and training in clinics who utilize the resource pool.

VFNHP

*Deb Sney*

Date: 7/5/22

UVMHC

*Vicki Stetzel*

Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 22 – Wages**

**A. Pay – RN/LPN/APRN**

1. FY2023. Effective the first full payroll period in FY2023, RN/LPN/APRN bargaining unit employees will receive a three percent (3%) pay range increase and will be eligible for a step increase.
2. FY2024. Effective the first full payroll period in FY2024, RN/LPN/APRN bargaining unit employees, will receive a three percent (3%) pay range increase and will be eligible for a step increase.
  - a. If the average wage increase for non-bargaining unit staff positions for FY2024 is more than 5% (excluding job specific market adjustments), bargaining unit employees will receive an additional increase to the range that is equal to the difference between the average wage increase for staff and 5%.
3. FY2023 and FY2024. Employees not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to two percent (2%) of the employee's total compensation for the prior fiscal year, payable in the first payroll of October 2023 and October 2024.

**B. Pay – Nurses covered by the Operating Room Agreements, dated 7/8/2021.**

1. FY2022. Effective on June 27, 2022, bargaining unit employees covered by the Operating Room Agreement will have an hourly rate that is the greater of the following two options:
  - a. The hourly rate based on the wage table in effect on December 1, 2021, plus six dollars (\$6) an hour;

OR -

  - b. The hourly rate based on the current applicable wage table for all other nurses, incorporating the general increases in Section 22(A), above.
2. FY2023 – FY2024. Effective with the first full payroll period in the new fiscal year.  
Bargaining unit employees covered by the Operating Room Agreement will have an hourly rate that is the greater of the following two options:
  - a. The hourly rate based on the wage table in effect on December 1, 2021, plus six dollars (\$6), in addition to any applicable annual step increases;

OR -

  - b. The hourly rate based on the current applicable wage table for all other nurses, incorporating the general increases in Section 22(A), above.

**TENTATIVE AGREEMENTS**  
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\* \* \* \*

E. LPN to RN Promotions

For purposes of being placed on a step in the salary range, bargaining unit LPN's who attain RN licensure will be credited with one-half year of credit for each year of ~~UVMMC~~ LPN experience. LPN's who have attained their RN licensure since July 2003 will receive similar treatment.

\* \* \* \*

G. Hiring Guidelines (External Hires; Internal see Sections B, C, D, E, and I)

6. Criteria

- a. Each step equals one (1) year of experience
- b. Step 1=<1 year experience, Step 2=1 year experience, Step 3=2 years, etc.

7. Criteria Definitions

- a. All work experience in a position requiring Registered Nurse or LPN licensure will count toward experience crediting.
- b. Experience credit is determined by adding up all the years and months of applicable experience.
- c. Any time less than six months is rounded down to the step, and time = to or over is rounded up to the next step. Previous step or salary is not a consideration to step placement.
- d. An individual rehired who has been gone from the organization for more than 12 months will be considered a new hire unless s/he is a recall from a layoff.
- e. Only previous RN and ~~UVMMC~~ LPN experience will be considered for RN positions.
- f. All previous RN and LPN experience will be considered for Clinical Nurse Specialist positions.
- g. All previous RN and LPN experience will be considered for Nurse Educator positions.
- g.h. LPN experience for RN positions will be based on the formula in Section E above.

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

~~h.i.~~ Nurse Practitioner (NP), Neonatal Nurse Practitioner (NNP) and Certified Nurse Midwife (CNM) will have previous RN experience credited as follows: one step for every two years of previous RN experience.

\* \* \* \*

**I. Special Pay Practices for Exempt Nurses**

An exempt nurse is eligible for additional compensation when he/she works an approved extra shift in his/her primary job or as a staff nurse. Extra shifts will be compensated according to the following Exempt Special Pay (ESP) rules:

1. For purposes of this Section, Hours Worked includes all hours scheduled and actually worked. It includes all regularly scheduled and ESP hours, but it does not include CTO hours and other non- worked hours such as Jury Duty or Bereavement Leave. It also does not include hours worked beyond a regularly scheduled, exempt shift.
2. If the Hours Worked (as defined by H(1) above) total 80 hours or less in a pay period, the pay for any ESP hours will be at the employee's regular rate of pay.
3. If the Hours Worked (as defined by H(1) above) exceeds 80 hours in a pay period, the pay for the ESP hours in excess of 80 hours will be paid at one and one half times the employee's regular rate of pay.
4. Compensation for ESP extra shift(s) will be based on actual hours worked. Hours worked will be recorded by the employee in a unit- based Kronos exception log book.
5. ESP shifts will be eligible for all shift differentials as noted in Article 23 of the CBA, with the exception of float and resource differentials.
6. Exempt nurses are eligible for on-call pay and holiday pay (if required to work on the holiday) in accordance with the CBA.
7. A non-bargaining unit, non-management exempt employee who wishes to pick up a shift as a staff nurse may do so under the provisions of the Exempt Special Pay practices. For purposes of calculating the rate of pay, the employee will be assigned a secondary position (an RNII, bargaining unit position) and will be placed on the appropriate step based on his/her years of experience. (Following the rules for step placement in the CBA .)
- 7.8. Effective with the first full payroll period in FY23, exempt RNs are eligible for urgent pay if they satisfy all of the other requirements in Article 19.

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

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**LPN Credit Implementation Side Letter**

The change to allowing credit for all LPN years of service will be implemented as follows for any existing bargaining unit employees who have prior years of service as an LPN with another organization:

- Bargaining unit employees shall notify UVMC within three months of ratification if they believe their years of service needs to be adjusted.
- UVMC shall have one month to respond.
- The increase will take effect prospectively, in the first full pay period after UVMC confirmation.

**Pay Band Adjustments Side Letter**

All job titles currently listed under U01, U02, U04 as well as the job title Employee Health/Wellness RN will be moved to the U06 pay band. The Employee Health LPN will be placed on the L06 pay band. If placement results in a lower pay rate, the employee will be placed on a step which is closest to their current rate of pay without any decrease.

**APRN Steps Side Letter**

The parties agree that the current step systems for APRNs needs to be revised to account for the impact of consolidating the first 10 steps into one step in 2018. Within three months of ratification, the parties agree to meet to explore options to correct this problem. UVMC agrees that it will budget and spend up to \$150,000 towards addressing this issue in FY24, on the terms agreed to by the parties.

The union agrees to withdraw any grievances related to this issue.

VFNHP



Date: 7/5/2022

UVMC



Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 23 - Shift Differentials**

B. 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 11:00 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 RNs will be paid an hourly differential of two dollars and fifty cents (\$2.50). Effective the first full payroll period in FY24, the differential will increase to three dollars (\$3.00). Bargaining unit LPNs will be paid an hourly differential of one dollar and ninety cents (\$1.90). Effective the first full payroll period in FY24, the differential will increase to two dollars and thirty cents (\$2.30).

**2. Nights:**

All worked hours between 11:00 p.m. and 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 RNs will be paid an hourly differential of five dollars and twenty-five cents (\$5.25). Effective the first full pay period in FY23, bargaining unit RNs will be paid an hourly differential of six dollars (\$6.00). Effective the first full pay period in FY24, bargaining unit RNs will be paid an hourly differential of six dollars and fifty cents (\$6.50). Bargaining unit LPNs will be paid an hourly differential of three dollars and eighty-five cents (\$3.85). Effective the first full pay period in FY23, bargaining unit LPNs will be paid an hourly differential of four dollars and forty cents (\$4.40). Effective the first full pay period in FY24, bargaining unit LPNs will be paid an hourly differential of four dollars and seventy-seven cents (\$4.75). The appropriate night differential will continue to be paid for hours beyond 7:00am.

**3. Weekends:**

Worked hours between the beginning of the night shift (11:00 p.m.) on Friday and the conclusion of the evening shift (11:00 p.m.) on Sunday, bargaining unit RNs will be paid an hourly differential of two dollars and ninety-five cents (\$2.95). Effective the first full pay period in FY23, bargaining unit RNs will be paid an hourly differential of three dollars and fifty cents (\$3.50). Bargaining unit LPNs will be paid an hourly differential of

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

two dollars and thirty cents (\$2.30). Effective the first full pay period in FY23, bargaining unit LPNs will be paid an hourly differential of two dollars and seventy-three cents (\$2.75).

\* \* \* \*

5. Resource Department: All bargaining unit employees within the Resource Department will be paid an hourly differential of six dollars (\$6.00) for all hours worked, per Article 21. Effective the first full pay period in FY24, the differential will increase to seven dollars (\$7.00)

\* \* \* \*

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 return to the NICU. Nurses will be granted up to one additional hour to complete their duties related to the transport.

\* \* \* \*

9. APRN Student Precepting. APRNs who precept an APRN student will be paid 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. Effective in the first full payroll period in FY24, APRNs who are scheduled to precept an APRN student, new APRNs, and medical students, will be paid a hourly rate of six dollars and twenty five cents (\$6.25) for all hours spent precepting, and the lump sum mentioned in the previous sentence will be eliminated. APRNs will also have 30 minutes of time available per four (4) hour session for teaching and case review.

\* \* \* \*

11. APRN Weekend Clinic Differential. APRNs working in the weekend clinics will be paid a weekend differential of \$10.00 per hour for all hours worked during weekend clinic hours of operation. [NOTE: this adopts the 2/1/2019 MOA language]
12. APRN Weekend Clinic Shift Incentive. A weekend shift incentive can be offered to APRNs, at the discretion of the weekend practice supervisor, to fill schedule openings occurring as a result of loss of provider staffing or call outs due to sickness or family



**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

emergencies. The incentive amount is \$100 per weekend session (4 hours) or \$300 per full weekend day. [NOTE: this adopts the 2/1/2019 MOA language]

~~13. RN Charge Differential. UVMMC shall pay an RN assigned by UVMMC to work in the charge role three dollars (\$3.00) per hour for all hours worked in the charge role. UVMMC will select RNs for the charge role based on skill and ability. RNs assigned the charge role shall be provided training required by Article 20.~~

13 ~~14. RN/LPN Preceptor Differential. Effective the first full payroll period in FY23, UVMMC shall pay a nurse assigned by UVMMC to act as the assigned preceptor for a shift for a new department employee during that employee's orientation period or for a traveler. The differential shall be two dollars (\$2.00) per hour for all hours worked while performing this role. Effective the first full payroll period in FY24, the differential will increase to two dollars and fifty cents (\$2.50). This differential will not apply to precepting nursing students (see RN Student Precepting differentials). This differential will also apply when a charge nurse is precepting another nurse to take on the charge role. UVMMC will select preceptors based on skill and ability. Nurses may be required to attend an approved preceptor class in order to qualify for preceptor pay.~~

14 ~~15. Committed Hour Temporary Assignment. Any part time employee who agrees to a temporary full time assignment for a limited, pre-determined, pre-scheduled duration of at least 8 weeks will be eligible for a bonus. The bonus will be paid at a lump sum of \$750 a pay period paid every 8 weeks until completion of the assignment. To receive the lump sum bonus the employee must not miss more than their weekly scheduled hours for the duration of the assignment. Unit seniority shall determine selection among qualified part time applicants for temporary assignments.~~

- Must commit to terms of need, including hours and schedule
- Will be offered to part time RNs within the home unit.
- Minimum of 8 week commitment
- Will be offered following the offer of per diem temporary assignment (Article 9 3.J.)
- Manager must go through position management review process, approved for open posting and would be seeking to employ a traveler.
- The temporary full time assignment would be offered to prioritize our nurses over agency nurses and would be initiated as vacancies trigger requests for travel nurses.
- The incentive applies to all registered nurses across care divisions that are seeking travel nurses to fill vacancies.
- The unit manager will honor any staff vacations that were pre-approved prior to starting the temporary assignment. The lump sum bonus will be pro-rated to reflect approved vacation time.
- When the temporary assignment is completed the RN will return to their previous shifts and schedule.



**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

16. Nurse Educator Patient Assignment Differential. If a nurse educator is pulled from their regular work into a designated staff nurse assignment for at least four hours, they will receive an hourly differential of \$20.00 an hour.

VFNHP

Deb Smith

Date: 7/5/2022

UVMHC

Vicki Stezel

Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 24 – On-Call / Call-In**

\* \* \* \*

**B. On-Call Stipend**

1. Compensation in the form of a stipend will be paid for the entire on-call period at ~~six~~four dollars and fifty cents (~~\$6.00~~4.50) per hour. Effective in the first full payroll period in FY24, the amount will increase from \$6.00 to \$7.00. The stipend will be paid even when a bargaining unit employee is called in to the work site. Bargaining unit employees who are required and scheduled to be on call for at least one hundred fifty hours in a calendar quarter will be paid a premium of an additional three dollars (\$3.00) per hour, to be paid in the first full pay period the following the end of the quarter.
2. Preference for on-call shifts will be given to bargaining unit employees over agency nurses.

[renumber . . .]

\* \* \* \*

VFNHR

*Deb Sneed*

Date: 7/8/22

UVMHC

*Vicki Stezel*

Date: 7/5/2023

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 25 – Holiday Pay**

\* \* \* \*

F. Employees who cannot work on a holiday because of a closure or lack of work (including Educators, etc) may volunteer to work a holiday where qualified or as helping hands.

VFNHP



Date: 7/5/22

UVMMC



Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 28 – Certification**

\* \* \* \*

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

1. Staff Nurse II and III pursuing their initial certification to 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 pre-approval. Study time may be done at home. Hours may be inclusive of, but not limited to, approved review courses that may be held on or off site.
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. Off-Site Work on Mandatories. With prior approval for scheduled time from their manager, bargaining unit employees may complete mandatories off-site and such scheduled time will be paid.

F. APRNs may be reimbursed from non-operating funds for required licenses and certifications, including but not limited to state DEA licensure, without being deducted from CME monies at the discretion of their clinic supervisors. Denial of reimbursement is not grievable.

VFNHP

Dub Snel

Date: 7/8/22

UVMHC

Vicki Stezel

Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 29– Educational Reimbursement**

**B. RN to BSN Program**

The Western Governors University (WGU) RN to BSN program will be extended for fiscal years 2023 and 2024-2019 (~~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.**

**C. 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.

**D. 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 three thousand two hundred dollars (\$3,200.00)~~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 pro-rated 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 one thousand eight~~three~~ hundred fifty dollars (\$1,800.00)~~(\$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

**TENTATIVE AGREEMENTS**  
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and per diem bargaining unit employees is pro-rated 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 pro-rated reimbursement if they leave their employment within three (3) years.

**E. 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.

**F. 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.

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**G. 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.

**H. 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.

I. Continuing Education - All bargaining unit employees who are not APRNs (and, effective FY24, nurse educators). For each of FY23 and FY24~~For FY19~~, the Hospital will budget three hundred thousand dollars (\$300,000) to cover the cost of conferences and training. Beginning in FY23, any unused dollars may roll-over to the next year, but they must be spent in that subsequent year. ~~In addition, the Hospital will budget one hundred seventy-five thousand dollars (\$175,000) and one thousand two hundred eighty seven (1,287) conference days of eight (8) hours to cover the cost of conferences and training reasonably related to bargaining unit employee's area of practice. If the percent of total bargaining unit employees who are specialty certified increases by two and one half percent (2.5%) from October 1, 2018 to September 30, 2019, this budgeted amount will increase to two hundred thousand dollars (\$200,000) for FY20. If the percent of total bargaining unit employees who are specialty certified increases by an additional two and one half percent (2.5%) from October 1, 2019 to September 30, 2020, this budgeted amount will increase to two hundred twenty-five thousand dollars (\$225,000) for FY21.~~ The budget items under this section will not be frozen and will be available during the fiscal year.

J. Continuing Education - All bargaining unit employees who are APRNs Annually the Hospital will budget three thousand dollars (\$3,000) for each Advanced Practice Nurse to cover the cost of conferences, 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 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.



**TENTATIVE AGREEMENTS**  
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K. Continuing Education - All bargaining unit employees who are Nurse Educators and Stroke Coordinators. Effective the first full pay period in FY24, the Hospital will budget seventy thousand dollars (\$70,000) to cover the cost of conferences and training. Any unused dollars may roll-over to the next year, but they must be spent in that subsequent year. In addition, each Nurse Educator and Stroke Coordinator will receive five (5) paid days annually to attend these educational or certification courses. This budget item will not be frozen and will be available during the fiscal year.

VFNHP

*Deb Smeu*

Date: 7/8/22

UVMHC

*Vicki Stezel*

Date: 7/5/2022

**TENTATIVE AGREEMENTS  
JULY 5, 2022**

**ARTICLE 29A**

**Clinical Advancement Recognition Program (CARP)**

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

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](mailto:CARPCommittee@UVMHealth.org). Any submissions received after the due date will be considered during the following quarter.

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

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.

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.

The CARP Committee, made up of leaders and staff nurses, will provide oversight to the CARP Program by performing ongoing review and assessment of the program's effectiveness, including making programmatic changes. The President of the VFNHP or designee shall be invited to all

**TENTATIVE AGREEMENTS**  
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CARP Committee Monthly Meetings. 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.~~

\* \* \* \*

For RN III, Degree:

BSN or BSN enrolled, with 5 years to complete, or ADN with certification and a Bachelor's degree of any focus.

VFNHP

*Deb Snell*

Date: 7/5/22

UVMHC

*Vicki Stegall*

Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**ARTICLE 31 – Retirement**

\* \* \* \*

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

VFNHP

Deb Snell

Date: 7/5/22

UVMMC

Vicki Stegel

Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 32 – Combined Time Off**

\* \* \* \*

**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 cancelled 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:**

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 four (4)~~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.**

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

VFNHR

*Deb Snee*

Date: 7/5/22

UVMMC

*Vicki Stekel*

Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**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 and related training necessary to perform the duties of the position including appropriate levels of PPE needed to protect bargaining unit employees as recommended by the CDC guidelines and/or the Vermont Department of Health and/or as required by Hospital policies and procedures, state and federal law.
  - 5.6. 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.

**TENTATIVE AGREEMENTS**  
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F. The VFNHP may select two (2) members of the Environment of Care Committee, one (1) member of the PPE Committee, one (1) member of the Biobranch Committee, one (1) member of the Workplace Violence Committee, and two (2) members of the Safe Mobility Program Patient Handling Committee. The Safe Mobility Program 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.G. \_\_\_\_\_ 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.

Side Letter

In order to facilitate safe patient handling from the effective date of this agreement until the agreed upon Safe Patient Handling program is fully implemented, UVMMC agrees to create a bridge that incorporates the purchase, deployment, and training for the use of non-friction transfer sheets in agreed upon areas. Additionally, the Safe Patient Handling Committee will (i) create a plan to deploy appropriate equipment per floor while considering space, and (ii) develop and implement a request-based safe patient handling assist team.

VFNHP



Date: 7/5/22

UVMMC



Date: 7/5/2022



**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 45 – Parking**

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.

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.

All 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. Labor and Delivery shall have badge access for the McClure Parking Garage for on-call LD/OR employees with access from 15:00-07:00 weekdays and 24 hour availability on weekends, with no more than two badges to be used at one time.

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.

Bargaining unit employees with fifteen (15) years seniority will have the option to choose preferred parking based on availability.

Bargaining unit employees registered for carpooling will be permitted to park on-site, subject to availability and the Hospital's carpooling policy.

VFNHP



Date: 7/5/2022

UVMHC



Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Article 50 – Duration of Contract**

This agreement shall become effective on the first day following ratification, and shall terminate at 12:01 a.m. on July 9, ~~2024~~2021. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least 7 business days after ratification, whichever is later, ~~except that the provisions of Article 22, Section A.6. shall be applied retroactively.~~

VFNHP

Dub Sner

Date: 7/5/2022

UVMHC

Vicki Stetzel

Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Nurse Educator Side Letter**

1. Within three months of ratification of this agreement, VFNHP and the Hospital will meet to negotiate a Clinical Ladder for Nurse Educators. The parties will also discuss the potential for creating additional positions for educators, including off-shift educators and a central education position.
2. Each nursing unit/department will schedule and plan for a minimum of 16 hours of training time for each staff nurse per year for staff education and competency maintenance (excludes time needed for resuscitation trainings such as PALS, ACLS, BLS, NRP, STABLE, mock code, MOAB, Pro Act, and Hospital mandatories).

VFNHP

*Deb Snell*

Date: 7/5/22

UVMHC

*Vicki Stegel*

Date: 7/5/2022

**De-Escalation and Workplace Safety Trainers Side Letter**

UVMHC agrees to increase the availability of de-escalation and workplace safety training by having two dedicated trainers to provide training to new and existing employees.

VFNHP

*Deb Snell*

Date: 7/5/2022

UVMHC

*Vicki Stegel*

Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Election Procedures Agreement**

The University of Vermont Medical Center (UVMHC, or Employer) and the Vermont Federal of Nurses and Health Professionals, AFT-Vermont, Local 5221, AFL-CIO (VFNHP, or Union) enter into the following Election Procedures Agreement. This Agreement will commence upon ratification of the collective-bargaining agreement between the parties for the LPNs/RNs/APRNs, and it will expire on July 9, 2024.

**1. Election Petition**

This Agreement shall apply to any petition filed by VFNHP with the National Labor Relations Board (NLRB) for the purpose of seeking to represent additional UVMHC employees. VFNHP shall serve a copy of the petition on UVMHC at the same time it files the petition with the NLRB. The parties agree to work together collaboratively to resolve any issues regarding the petition, in compliance with all applicable NLRB legal requirements.

**2. Standard of Conduct**

The parties agree that the question of whether workers should be represented by the Union or not is one that employees should answer for themselves.

The Union's organizing campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Employer and/or their representatives (e.g., officers, managers, and supervisors). The Union may convey its position fairly, and may provide workers with factual information to support an informed decision. Subject to the foregoing, the Union retains the right to communicate its opinion to workers about unionization.

The Employer's communications, if any, (oral and written) shall be factual, and shall not disparage either the motive or mission of the Union and/or their representatives (e.g., officers and representatives). The Employer may respond fairly, and may provide workers with factual information to support an informed decision. Subject to the foregoing, the Employer retains the right to communicate its opinion to workers about unionization.

Neither the Union nor the Employer shall use consultants or other representatives or surrogates to engage in activities inconsistent with these rules of conduct. No Employer officer, manager, supervisor, designee or agent shall provide assistance to any individual or group who may wish to pursue an anti- or pro-union campaign, including use of employer time, property or resources.

After execution of the Stipulated Election Agreement, the Employer agrees that it will not hold any captive audience meetings, defined as a meeting called by management with required employee attendance for a purpose of discussing issues relating to union organizing or the election. Nothing in this Agreement shall prevent supervisors, managers, or other employer representatives from responding in a manner consistent with the spirit and letter of this agreement to questions from employees.

Employer representatives will not inform or imply to eligible voters that they will lose benefits, wages, or be subject to less favorable working conditions by unionizing.

No worker shall have his/her right to determine whether or not to be represented by a Union abridged in any manner by reason of his/her citizenship or immigration status.

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

Neither party will engage in any conduct that is unlawful under the National Labor Relations Act. All activities by either party subject to these provisions shall be carried out in a manner so as to not disrupt patient care or otherwise interfere with the operations of the Employer.

**3. Orientation/Training**

All supervisors, managers, and Union organizers who are involved in an organizing campaign at the Employer's facility are expected to be familiar with the terms of this Agreement and the need for mutual respect, the importance of both parties' compliance with the Standards of Conduct provisions, and the goal of rapid, cooperative problem-solving where incidents of alleged violations occur.

**4. Rapid Response Team and Enforcement**

The Employer and the Union shall each designate a representative with decision-making authority to resolve complaints about alleged violations of the Agreement. Alleged violations may include, but are not limited to, cases where the Employer or Union engages in speech or activity that violates the spirit or letter of this agreement. If one party believes that the other party has violated these standards, within twelve (12) hours of the alleged violation, or as soon as reasonably possible thereafter if the fact of violation was not discoverable within that time period, the complaining party shall state the complaint in writing and submit it to the other party's designated representative. The parties shall have a direct conversation within twelve (12) hours to try to resolve the issue. When the parties agree that a violation has occurred, and it is possible to correct, the parties shall hold a joint meeting with the affected employee(s) to correct the problem immediately.

**5. Post-Certification Access and Communications**

In the event one or more units certify the Union as their representative at a facility, the Employer will recognize a reasonable number of duly designated delegates in each such unit and instruct supervisors to meet with them in a good faith effort to resolve grievances or disagreements, which may arise pending settlement of the contract. During this post-certification time period, Union access shall be governed by pertinent provisions of the existing collective bargaining agreements between VFNHP and the Employer. This provision shall survive termination of this Agreement.

**University of Vermont Medical Center**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Vermont Federation of Nurses and Health Professional, Local 5221, AFT-Vermont, AFL-CIO**

By: \_\_\_\_\_ Date: \_\_\_\_\_

VFNHP  


Date: 7/5/22

UVMHC  


Date: 7/5/2022

**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**Side Letter Regarding Community Health Nurses**

The parties agree to meet at a mutually agreeable time to discuss the proper status of Community Health Nurses. The parties agree that their positions taken during the 2022 contract renewal negotiations will not be used as evidence against the other side if the parties are unable to resolve the issue and there is subsequent litigation.

VFNHP

*Deb Snell*

Date: 7/5/22

UVMMC

*Vicki Stegel*

Date: 7/5/2022

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**TENTATIVE AGREEMENTS**  
**JULY 5, 2022**

**ED Safety Side Letter:** The parties share a commitment to ED workplace safety. UVMMC will continue to prioritize action items on the Emergency Department Workplace Safety Plan. The plan will be reviewed at monthly meetings with ED staff and the Union, and UVMMC will share specific progress updates towards plan implementation. At monthly meetings, the parties will collaborate on, but not limited to, enhanced security presence in the ED, implementation of a safe weapons removal and storage procedure, and screening all ED patients for weapons upon entry.

If UVMMC has not implemented enhanced security presence in the ED, a safe weapons removal and storage procedure, and screening all ED patients for weapons upon entry within 6 months of ratification VFNHP may reopen this side letter.

VFNHP



Date: 7/5/2022

UVMMC



Date: 7/5/2022

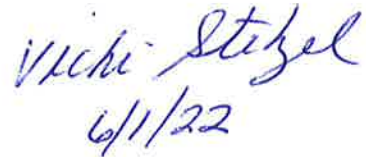
## **Tentative Agreement- Side Letter LPN Clinical Ladder**

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

For VFNHP:

A handwritten signature in black ink that reads "Deb Snell".

For UVMMC:

A handwritten signature in blue ink that reads "Vicki Stetzel" with the date "6/1/22" written below it.