



**Agreement Between
THE UNIVERSITY OF VERMONT MEDICAL CENTER**

And

**VERMONT FEDERATION OF NURSES AND HEALTH
PROFESSIONALS,
AFT Vermont, AFL-CIO Local 5221**

July 9, 2022 to July 9, 2024

Table of Contents

Article 1 – Preamble 1

Article 2 – Recognition 1

Article 3 – Check-Off / Union Security 3

Article 4 – Union Access 4

Article 5 - Information..... 6

Article 6 – Management Rights 10

Article 7 – Non-Discrimination..... 11

Article 8 – Employment Status 11

Article 9 – Per Diem Employment..... 12

Article 10 – Probationary Period..... 14

Article 10A – Orientation..... 14

Article 11 – Seniority 15

Article 12 – Vacancy / Job Posting 16

Article 12A - Internal Posting Shift/Schedule Preference..... 17

Article 13 – Job Share..... 18

Article 14 – Job Security 19

Article 15 – Work Preference 20

Article 16 – Layoff / Furlough / Reduction in Hours..... 20

Article 17 – Recall 25

Article 18 - Hours of Work / Staff Schedules 25

Article 18A – Scheduling Vacations/CTO 31

Article 18B – Summer CTO..... 34

Article 19 - Overtime 35

Side Letter on Overtime Status 37

Article 20 – Staffing 38

Article 20A - Staffing Adjustments 40

Article 20B – Unit Staffing Collaboratives 43

Article 21 – Floating..... 46

Article 22 – Wages	49
LPN Credit Implementation Side Letter	52
Pay Band Adjustments Side Letter	53
APRN Steps Side Letter	53
Article 23 – Shift Differentials	53
Article 24 – On-Call / Call-In.....	57
Article 25 – Holiday Pay	59
Article 26 – Bereavement Leave	60
Article 27– Jury Duty	61
Article 28 – Certification	61
Article 29 – Educational Reimbursement.....	63
Article 30– Flexible Benefits	69
Article 31 – Retirement	73
Article 32 – Combined Time Off	74
Article 33 – Extended Sick Bank	78
Article 34– Family and Medical Leave (FMLA).....	78
Article 35 – Supplemental Family and Medical Leave.....	82
Article 36 – Short-Term Family Leave	84
Article 37 – Military Leave	85
Article 38 – Short Term Leaves of Absence	87
Article 39 – Discipline & Discharge	89
Article 40 – Grievance & Arbitration	90
Article 41– No Strike / No Lockout	92
Article 42 – Personnel Files	93
Article 43 – Health and Safety	93
Article 44 – Planning for the Future	95
Article 45 – Parking.....	95
Article 46 – Labor Management Committee.....	96
Article 46A - Advance Practice Provider Committee.....	97
Article 47 - Clothing.....	98
Article 48 – Maintenance of Standards.....	98

Article 49 – Separability	98
Article 50 – Duration of Contract.....	98
LPN Clinical Ladder Side Letter.....	99
Nurse Educator Side Letter	99
De-Escalation and Workplace Safety Trainers Side Letter	99
Community Health Nurses Side Letter	99
ED Safety Side Letter	99
Election Procedures Agreement	101
Exhibit A - Ratification Bonus.....	104
Appendix 1 – FY 2022-2024 Wage Scales	
Appendix 2 - Benefit and Employment Status During Family and Medical Leaves	
Appendix 3 – Chart of Benefits and Employment Status During Leaves of Absence	
Appendix 4 - Nursing Clinical Divisions	
Appendix 5 - Benefits Memo.....	
Execution of Contract.....	

Article 1 – Preamble

This agreement is made and entered into as of July 9, 2022 by and between University of Vermont Medical Center (UVMMC), hereinafter referred to as the “Hospital,” and the Vermont Federation of Nurses and Health Professionals, AFT Vermont, AFL-CIO Local 5221, hereinafter referred to as the “VFNHP”. The Hospital and VFNHP recognize that the Hospital’s first responsibility is to provide safe, quality patient care. It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to promote and further harmonious and productive labor-management relations, to act in a manner to assure mutual respect and dignity.

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; UVMMC 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; UVMMC 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, 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 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; 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; Pain Management, Tilley Drive, South Burlington; Surgery, Plattsburgh; Plastic Surgery, Water Tower Hill, Colchester; UVMMC 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.

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

Article 3 – Check-Off / Union Security

- A. The Hospital and the VFNHP recognize the right of any nurse to become and remain a member of the VFNHP or to refrain from becoming and/or remaining a member of the VFNHP, and neither party will interfere with any nurse in the exercise of that right.
- B. Each Nurse shall, as a condition of employment, beginning on the thirtieth (30) calendar day following either the commencement of employment or the effective date of this agreement, whichever is later, either be a dues- paying member of the VFNHP or pay a service fee to the VFNHP . A bargaining unit employee who fails to maintain membership in good standing or pay service fees as required by this Article shall, within ten (10) business days, following receipt of a written notice from the VFNHP requesting her/his discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered .
- C. The Hospital agrees to deduct VFNHP Dues, Initiation Fees and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the VFNHP bank account by wire transfer on a monthly basis, subject to the provisions of this Article.
- D. The VFNHP shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for VFNHP Dues, Initiation Fees and/or Agency Service Fees in writing to the Hospital on an annual basis prior to December 1 of each year. The designations cannot be changed during the calendar year for which they apply.
- E. Upon receipt of a written authorization signed and dated by a bargaining unit employee on a form approved by the Hospital, the Hospital shall deduct, from the bargaining unit employee's pay, the appropriate VFNHP Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to the VFNHP during the period provided for in the authorization. The dues check-off authorization may be revoked by the bargaining unit employee at any time by submitting a written revocation to the VFNHP and/or Hospital. Said revocation shall be in effect on the date of receipt by the VFNHP or

Hospital or the day after the revocation is mailed to the VFNHP or Hospital, whichever is sooner.

- F. Deductions shall be made based on the bargaining unit employee's pay cycle.
- G. The Hospital shall not be required to make deductions with respect to any bargaining unit employee for a payroll period in which the bargaining unit employee:
 - 1. Is in an unpaid leave status for the pay period;
 - 2. Is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period; or
 - 3. Has a net pay before any voluntary deductions other than for benefits such as health, life, dental, vision, disability insurance, or retirement benefits, which is less than the amount of VFNHP Dues, Agency Service Fees or Initiation Fees to be deducted.

Regardless of the above, it is understood that all CTO payments are subject to VFNHP dues deductions, including CTO cash outs, just as dues are normally taken from paid CTO.

It is also understood that bargaining unit employees on partial disability will pay dues on all hours actually worked and on all other paid non-disability hours.

- H. This Article and any check-off authorization covered by this Agreement will become null and void upon expiration of this Agreement unless the Hospital and the VFNHP agree in writing to extend this provision.
- I. The VFNHP will hold the Hospital harmless and indemnify the Hospital for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the Hospital as a result of this Article.

Article 4 – Union Access

- A. The Hospital will provide the VFNHP with access to McClure Lobby Conference Room one day a month, on mutually agreed upon dates and times. The VFNHP may hold meetings only in the designated room provided: VFNHP meetings are not open to non-bargaining unit employees.

Such on-site meetings will not address the organizing of additional units, the expansion of the current unit, or strike issues.

No one shall attend such VFNHP meetings on work time. Bargaining unit employees may attend during their break time.

- B. VFNHP representatives, not UVMMC employees, who want access to any UVMMC area other than this meeting room will get prior approval from the Manager of Employee & Labor Relations, or his/her designee, which will not be unreasonably denied.
- 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
 - c. UHC Campus: Arnold Hallway

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

Unused hours in any year will be added to the total of the next year up to a maximum of 1200 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 UVMHC Labor Relations. Union Time is not considered work time for any purpose including calculation of overtime, night, or weekend incentive payments.

- F. The union may request that a bargaining unit employee may take unpaid time off to participate in an arbitration related to this agreement. Such requests will not be unreasonably denied.
- G. The Hospital shall allow the Union President and Vice President to reduce their hours or change status to part time 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.

Article 5 - Information

1. The Hospital shall electronically provide the VFNHP at least quarterly a working Excel file with the following information on all bargaining unit employees and positions:

- UVMHC ID
- Name (Last Name, First Name)
- Company Dt
- Birthdate
- Address 1
- Address 2
- City
- State
- Postal
- Max Phone
- UVMHC Email address
- Sum StdHrs
- Empl Record
- Job Code
- Job Title
- Dept ID

- Dept
- Dept Date
- Pay Status
- Full/Part
- Std Hrs/Wk
- Shift
- Hrly Rate
- Step
- Supervisor Code Number
- Supervisor
- Location Descr
- Location Address, Municipality, State and Zip Code
- Union Code
- FLSA Stat

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 .

- UVMCM 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

3. The Hospital shall electronically provide the VFNHP on a monthly basis, working Excel files with:

a. Dues report(s):

- Separate Lists for RN and LPN Bargaining Units
- UVMCM ID #
- Name (Last Name, First Name)
- Total Hours worked
- Pay Period End
- Deduction Code
- Sum Current Deductions
- Year to Date Dues Paid
- Year to Date Income (by individual)

b. Change Information:

I. New Hires and employees transferring into the Bargaining Unit

- UVMHC ID
- Name (Last Name, First Name)
- Company Dt
- Birthdate
- Address 1
- Address 2
- City
- State
- Postal
- Max Phone
- UVMHC Email address
- Sum StdHrs
- Empl Record
- Job Code
- Job Title
- Dept ID
- Dept
- Dept Date
- Pay Status
- Full/Part
- Std Hrs/Wk
- Shift
- Hrly Rate
- Step
- Supervisor Code Number
- Supervisor
- Location Descr
- Location Address, Municipality, State and Zip Code
- Union Code
- FLSA Stat

II. Change to any of the above fields:

- Separate Lists for RN and LPN Bargaining Units
- Last Name changes (i.e., marriage and divorce)
- Cost center changes
- Effective date of all changes and sequence indicators for individuals with multiple same day/field changes
- Pay Status Changes
- Changes to Authorized Hours
- Job Title Changes (staff nurse I to staff nurse II)
- Change of primary or secondary bargaining department
- Hired into an additional job
- Unit Hire Date (date change is effective)
- Authorized Hours

- Full/Part/Other Status
- Shift
- Job Code/Job Title
- Department/Cost Center
- Location/Location Address, Municipality, State and Zip
- Hourly rate
- Hourly or Salaried
- Change of Address/Phone/UVMMC Email
- Change of shift
- Change in hourly rate
- Change in Step
- Change of job title and corresponding change in exempt vs. non-exempt status if necessary

III. Leaving the bargaining unit (i.e., took non-bargaining unit job)

- Old info
- Effective Date

IV. Terminations

- Separate Lists for RN and LPN Bargaining Units
- Effective Date
- UVMMC ID #
- Name (Last Name, First Name)
- Job Title
- Status in that job title
- Department
- Cost Center
- Was this the primary job?

V. Retired

- Separate Lists for RN and LPN Bargaining Units
- UVMMC ID #
- Name (Last Name, First Name)
- Effective Date
- Department
- Cost Center
- Hourly Pay Rate

VI. Leaves of Absence

- Separate Lists for RN and LPN bargaining units
- UVMMC ID #
- Name (Last Name, First Name)
- Type of Leave

- Effective date of Leave

VII. Short and Long Term Disability

- Separate lists for RN and LPN bargaining units
- UVMC ID #
- Name (Last Name, First Name)
- Type of Disability (short term- long term)
- Type of Disability (intermittent – fully out of work)

4. The Hospital will also provide the VFNHP with a hard copy of its annual audited financial statements.

Article 6 – Management Rights

The VFNHP agrees that, except as these rights may be otherwise specifically limited in this Agreement, the Employer has both legal responsibility and sole right to take any and all action as it may deem proper with respect to the management of its business, including, but not limited to, the right to determine mission and budget; to plan, direct and control its operation; to hire and to maintain efficiency of bargaining unit employees; and to discipline and discharge bargaining unit employees for just cause.

Except as limited by express provisions of this Agreement, the VFNHP and the Employer agree that all rights, powers or responsibilities of the Employer, existing before the execution of the Agreement, are retained by the Employer and that these rights, powers and responsibilities shall belong solely and exclusively to the Employer during the term of this Agreement including, but not limited to, the right to manage the Employer's business and property, the right to determine the standards of service to be provided and standards of productivity and performance of its bargaining unit employees, the right to determine nursing, teaching and other professional standards and methods, the right to determine the size and composition of the work force, including the utilization of contract/agency employees, to determine educational standards, to decide the number and location of offices, buildings, facilities and physical plant, to decide the quantity and type of equipment to be used in its operations, to determine the speed of such equipment and the content of job classifications, to promulgate rules and regulations, to select supervisory and managerial employees, to contract out work, to determine the time for work, staffing patterns and work areas, to determine the method and place of performing work including the introduction of improved production methods or facilities, to relocate work; to determine the scheduling of work and work breaks, to determine whether work shall be performed by bargaining unit employees or others, to establish standards of quality and quantity for work to be done, to determine whether any part of the whole of its operations shall continue to operate; to establish; change or abolish any classification or service, to maintain order and

efficiency in its facilities and operations, to discharge probationary employees, to determine the duties of bargaining unit employees, to hire, to lay off, to assign, to transfer, to determine the qualifications of bargaining unit employees, to promote bargaining unit employees, to discipline, demote, suspend or discharge bargaining unit employees for just cause, to determine the starting and quitting times, to require overtime, to determine the number of hours to be worked, and to subcontract work. The Hospital has the right to take whatever actions may be necessary to carry out the Hospital's mission during emergencies.

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.

Article 8 – Employment Status

A. Definitions

1. Full-time:
 - Bargaining Unit employees with authorized hours between seventy-two (72) and eighty (80) hours per two-week pay period.
 - Bargaining Unit employees who are hired under any alternative scheduling plan for full time employees that may be agreed to by the parties.
2. Part-time:
 - Bargaining Unit employees with authorized hours between forty (40) and seventy-one (71) hours per two-week pay period.
3. Regular Special:
 - Bargaining Unit employees with authorized hours between eight (8) hours and thirty-nine (39) hours per pay period.
4. Per diem:

- Bargaining Unit employees hired to work on an as needed basis in compliance with requirements outlined in Article 9 on per diem employment.
- B. A bargaining unit employee's employment status will not change more frequently than once every six (6) months absent approval of the Chief Nursing Officer, or designee. Adding, dropping or adjustments to a secondary position does not constitute a change in employment status for purposes of Section B of this Article.

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.
 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.

- B. Prescheduled shifts that are cancelled as a result of Article 20A staffing adjustments will count toward the work requirements outlined in A above.
- C. A per diem bargaining unit employee will not be subject to corrective action for failure to satisfy the scheduled work requirements for lack of available shifts throughout the year.
- D. All per diem bargaining unit employees will be required to attend mandatory in-service education courses and successfully complete unit competencies and mandatories. Failure to complete unit competencies and/or mandatories by the prescribed due date will result in a cancellation of scheduled hours and corrective action up to, and including, termination.
- E. All per diem bargaining unit employees must maintain knowledge and skills that are consistent with current practice standards, as determined by the nurse manager.
- F. Per Diem bargaining unit employees must find coverage if they are not able to work a scheduled shift (in accordance with Article 18, Section L). Per Diem bargaining unit employees who consistently cancel prescheduled shifts may be subject to disciplinary action.
- G. Compensation

- 1. All per diem bargaining unit employees are eligible for applicable differentials as per Articles 18 and 23.
- 2. Per diem bargaining unit employees will receive the following hourly differentials in addition to the differentials set forth in Section G.1., for all hours worked:

Holiday hours (see Article 25)	\$5.00 per hour
Night hours (11 pm to 7 am)	\$6.00 per hour
Weekend hours (Fri . 11 pm to Sun . 11 pm)	\$6.00 per hour
Evening hours (3 pm to 11 pm)	\$4.50 per hour
Day hours	\$2.00 per hour

The differentials in Section G.2. shall be combined when applicable for any single hour worked.

- 3. Per diem employees who work at least 300 night shift hours during a calendar year will be paid an annual lump sum equal to \$3 per hour for all hours worked in addition to all other applicable differentials, including the differentials in Section G.

- H. See Article 18B for summer bonus opportunity.
- 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 4 FTEs) and the preference card process is followed according to Article 12A. Each cost center with at least 10 bargaining unit FTEs shall have a minimum of one per diem position per 4 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 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 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.

Article 10 – Probationary Period

The first ninety (90) calendar days of employment at the Hospital for a bargaining unit employee will be considered a probationary period during which he/she may be disciplined or terminated without recourse to grievance and arbitration. Extensions beyond the probationary period shall be determined by mutual written agreement between the VFNHP, employee, and the Employer.

Article 10A – Orientation

A. Preceptor Training

All bargaining unit employees fulfilling the role of primary preceptor of an employee will be required to attend the established UVMMC Preceptor Workshop. The primary preceptor is defined as the bargaining unit employee assigned to oversee the full orientation of another employee. All bargaining unit employees scheduled as preceptors will have the opportunity, at their manager's discretion, to attend the established UVMMC Preceptor Workshop. The hours spent in the training program will be worked hours.

B. Unit Orientation

1. Each unit will collaborate with their manager to develop, their unit orientation, including provisions for orienting traveler nurses, new graduate nurses and experienced nurses.
2. The orientation plan for each bargaining unit employee will not be extended or shortened by the Manager without discussion with the employee in collaboration with the preceptor and the unit nurse educator or the unit council responsible for unit orientation if no nurse educator exists on the unit.

Article 11 – Seniority

A. Definition

1. Hospital Seniority shall be defined as stated on the seniority list as of July 10, 2006, or, if hired after July 10, 2006, as continuous employment from the date of hire.
2. Unit Seniority shall be defined as continuous employment on a unit/cost center in a bargaining unit position added to Hospital seniority. UVMHC will maintain the unit and hospital seniority lists. The VFNHP will have regular access to the lists.
3. Seniority shall mean Hospital seniority unless otherwise specified below:

<u>Article</u>		<u>Seniority Type Used</u>
12	Vacancy / Job Posting	Hospital Seniority
12A	Internal Posting Shift / Schedule Preference	Unit Seniority
16	Layoff	Hospital Seniority
17	Recall	Hospital Seniority
18	Hours of Work / Staff Schedules:	Unit Seniority
18A	Scheduling Vacations / CTO	Unit Seniority
18B	Summer CTO	Unit Seniority
19	Overtime	Unit Seniority
20A	Staffing Adjustments	Unit Seniority
37	Military Leave	Both are restored upon return from leave
38	Short Term Leave of Absence	Hospital Seniority
45	Parking	Hospital Seniority

B. Loss of Seniority

1. A bargaining unit employee will lose hospital and unit seniority when:
 - a. The employee is terminated (voluntary or involuntary).
 - b. The employee is laid off (see Article 17 – Recall).
2. A bargaining unit employee will lose unit seniority when:
 - a. A bargaining unit employee transfers from one unit to another unit.

C. Restoration of Unit Seniority

Bargaining unit employees who leave a bargaining unit position in a unit, but return to that unit in a bargaining unit position within one (1) year shall have her/his unit seniority restored. Seniority for this purpose will be seniority at the date of last separation from the bargaining unit. The parties may agree to extend the one-year time limit on a case-by-case basis.

D. Restoration of Hospital Seniority

Bargaining unit employees who return to work in a bargaining unit position within one year shall have hospital seniority restored. Seniority for this purpose will be seniority at the date of termination. The parties may agree to extend the one-year time limit on a case-by-case basis.

The provisions of this Section D shall not reduce or otherwise adversely affect unit seniority as calculated on July 10, 2006.

Article 12 – Vacancy / Job Posting

A. Definition

A vacancy is defined as a newly created position or a position that becomes vacant due to an employee leaving the position.

B. Preference

Qualified bargaining unit employees shall have first consideration for filling bargaining unit vacancies, including promotions. A bargaining unit employee will work at least six (6) months in a position before being eligible to transfer to another position, unless the Chief Nursing Officer or her/his designee grants an exception. “Position” is defined as a given job code in a given inpatient unit or outpatient healthcare service. A change in hours or shift within the same cost center or adding or dropping a secondary position does not constitute a

change of position. The six (6) month requirement does not apply to movement between levels of the same job title (e.g. Staff Nurse I to Staff Nurse II promotions). The requirement to work at least six (6) months in a position will not apply in cases where the bargaining unit employee chooses to return to her/his original cost center, per Section D of this Article.

C. Selection

Selection for vacant positions will be based on the qualifications necessary to meet the position's requirements. Such qualifications include but are not limited to whether orientation in the unit or department has already been completed, experience, competencies, and performance, including quality of practice, training, and education. Bargaining unit employees who have active discipline in their file will not be blocked from having their applications forwarded to the hiring manager when they meet the other qualifying criteria set forth in this article. Where skill, training, ability, prior performance and experience are relatively equal, the bargaining unit employee with the greatest seniority shall be selected.

D. Trial Period

At any point during the ninety (90) day Trial Period, the bargaining unit employee may choose to return to her/his original cost center if a vacant position in the same job code is available.

E. Job Posting

At the conclusion of the internal posting process (Article 12A) in the event the Hospital decides to fill a vacant bargaining unit position, a notice of such vacant position shall be posted on the Hospital's website. Positions shall be posted for a minimum of seven (7) consecutive days. A bargaining unit employee desiring to apply for a posted position in a different cost center may do so by filing an online application with Human Resources. The Hospital may begin interviewing for the position immediately. The Hospital will notify the VFNHP if there is an elimination of any FTE's and/ or bargaining unit hours.

Article 12A - Internal Posting Shift/Schedule Preference

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

1. The bargaining unit employee requesting a change has submitted a signed Preference Card.

2. The bargaining unit employee has been assigned to his/her current shift for more than ninety (90) days.

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

The Preference Card shall include:

- Increase/decrease number of hours
- Preferred shift
- Preferred block time
- Weekend scheduling
- Other preference

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

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

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

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

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

Article 13 – Job Share

A. The Hospital and the VFNHP see the utilization of job sharing as an opportunity to enhance recruitment of new staff and at the same time retain current staff. While both parties realize that this new program may not be applicable for all departments, the guidelines set forth below will serve as the method of administration for this program.

B. Job sharing will be available, with respect to full-time bargaining unit positions in which the current occupant wishes to share or that have been posted but remain unfilled, on the following terms:

1. Positions are subject to sharing between two (2) bargaining unit employees (employees must create their own job sharing teams) who must each have at least one (1) year experience (within the last three (3) years) in the position and work group involved;
2. Members of the job sharing team must have comparable skills and experiences (see guidelines Article 12, paragraph C);
3. Members of the job sharing team will be responsible for dividing the hours between them, and covering for each other's scheduled time off;
4. Each member of the team will accrue paid benefits on the same basis as part-time bargaining unit employees based on their agreement provided that the division of hours can only be changed once per year on the anniversary date of the agreement unless approved by the manager;
5. Members of the job sharing team cannot bid out of this position for at least six (6) months;
6. If one member of the job sharing team leaves the position for any reason, at any time, the other team member will make every attempt to cover the schedule for up to thirty (30) days, during which time he/ she may either (a) find a replacement for the departed bargaining unit employee (b) bid on an available part-time position or (c) choose to fill it as a regular full-timer. However, if this situation arises more than six (6) months after a shared job was originally posted for bid, it will be re-posted. If the remaining bargaining unit employee successfully bids on a part-time position, the full-time position will be re-posted;
7. Members of the job sharing team must execute the Hospital's Job Sharing Agreement.

C. For temporary vacancies such as members on Family Medical Leave, one or more bargaining unit employees can share a position for the duration of the vacancy.

Article 14 – Job Security

A. Job Erosion

The Employer agrees not to utilize supervisors, agency employees, and/or other non-bargaining unit employees to perform bargaining unit work in such a manner that may result in layoffs of the bargaining unit or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.

B. New Facilities – for newly created positions, see Article 12 - Job Posting. C.

C. Non-Nursing Functions

The Hospital and the VFNHP recognize the performance of non-nursing functions by bargaining unit employees impedes their ability to deliver the highest quality, cost-effective patient care and are not intended to be part of their responsibilities. Therefore, bargaining unit employees will not be regularly required to do the functions of the ancillary departments and the Hospital shall provide sufficient ancillary staff so as to ensure that such duties do not fall to bargaining unit employees.

Article 15 – Work Preference

Preference for available bargaining unit work shall be given to bargaining unit employees over Agency nurses. Bargaining unit work shall not include preference for individual patient assignments. Agency nurses may be utilized (i) for covering a leave of absence, (ii) for posted, unfilled vacancies until the new candidate has completed unit orientation, or (iii) for unanticipated staffing fluctuations on a temporary basis not to exceed ninety-one (91) days. Agency contracts may be renewed so long as one of the above restrictions remains satisfied. Agency nurses shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions. Prior to utilizing an Agency nurse, the Medical Center will offer the temporary assignment, including leaves of absence, first to per diems as provided in Article 9.

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 UVMHC 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 UVMHC is requesting a return from furlough prior to the employee's recall date, the following will occur:
 - a. UVMHC shall first ask for volunteers. Volunteers must respond within 48 hours, and will be selected in order of seniority (most to least).
 - 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

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 UVMHC Employee ID number. The employee with the highest number shall be laid off or furloughed first, and so on from highest to lowest ID number.

C. RN Layoffs / 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 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 UVMMC Employee ID number. The employee with the highest number shall be laid off or furloughed first, and so on from highest to lowest ID number.

D. LPN Layoffs / 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 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 UVMMC Employee ID number. The employee with the highest number shall be laid off or furloughed first, and so on from highest to lowest ID number.

E. Procedure

1. The use of Travel 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,
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 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.F. If a bargaining unit employee laid off under this provision has their 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,

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 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 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 bumping rights, and
 - b. The bargaining unit employee is qualified for that position.
4. If no such position exists, they must bump the bargaining unit employee with the least hospital seniority in their Job Group outside of their nursing clinical division on their shift first, and then outside of their shift if they are qualified to perform in the position.
5. If no such position exists, they must accept any vacant position in any Job Group within the bargaining unit where they are qualified to perform the position.

6. If no such position exists, they must bump the bargaining unit employee with the least hospital seniority in any Job Group and any nursing clinical division, providing the bargaining unit employee is qualified for that position.

For the purpose of this section, Nursing Clinical Divisions shall be (see Appendix 3):

- a. Outpatient Health Care Service
- b. Acute Inpatient Care
- c. Critical Care

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 position 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 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 a Travel nurse after the orientation typically given to a Travel nurse for that unit/department.

Article 17 – Recall

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

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

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

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

Bargaining unit employees laid-off per the suspension and final written warning clause in Article 16 “Layoff or Furlough” will have preferential right for an interview for any position they are competent to perform.

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.

1. 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.
2. 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.
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.) Travel 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.

2. Prior to any shift rotation, the hospital shall seek volunteers with necessary skill and ability first. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest seniority. If nobody volunteers, the least senior qualified bargaining unit employee will be rotated.
3. There will be a minimum of 48 hours between 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.
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.
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.

I. Canceling a scheduled shift

If a bargaining unit employee is not needed to work a shift, according to the procedure in Article 20A Staffing Adjustments, the Hospital will make every effort to notify the bargaining unit employee as quickly as possible. If the bargaining unit employee does not receive any notification and shows up for work and is not needed, the bargaining unit employee will be paid two (2) hours of courtesy pay at the rate the employee would have been paid.

J. Advance Practice Nurse Scheduling Practices

APRNs will work with the physician leaders, other practitioners, practice supervisors and/or directors in their clinics and services to create their work schedule.

K. Outpatient/Clinic Scheduling Practices

Bargaining unit employees in outpatient practice sites will work collaboratively with APRNs, physician leaders, practice supervisors and directors to create work schedules in those areas.

If a non-exempt bargaining unit employee is required to work beyond their scheduled shift, the employee will not be required to reduce their scheduled time another day of the week unless it is done through down-staffing in accordance with Article 20A, Section B.

L. Time Changes/Shift Coverage

1. Time changes will be recorded on a time change form, or in the manner that is currently in place in each unit/worksite.
2. The CTO Request book will be made available to bargaining unit employees in each unit or service site at all times.
3. Once the schedule is posted, it is the responsibility of the bargaining unit employees to find coverage for her/his shift, and such coverage must be approved in advance by the Nurse Manager, Assistant Nurse Manager or Practice Supervisor. Requests for time off will not be unreasonably denied.
4. A shift can only be covered by a bargaining unit employee who has skill and ability to work on the unit.
5. After the schedule is posted, a bargaining unit employee may utilize a bargaining unit per diem to take time off using CTO, in accordance with Section 3 above.
6. Coverage that creates overtime must be pre-approved.
7. A bargaining unit employee who takes additional, approved CTO time during the months of June, July and August will not affect their pre-scheduled CTO requests.

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.

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:

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

- 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 31st, 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 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 7th and April 7th. No changes will be made to the original sign-up sheets; the original sign-up sheets must remain in the sign-up book.
- c. Additional requests may be signed up for on a “first come, first served” basis after the CTO book is placed back on the unit and until the schedule is taken by the scheduler to create the next schedule.
- d. The Hospital holidays of Thanksgiving, December 24th, Christmas and New Year’s will not be included in the CTO request book. The procedure for holiday requests is outlined in section 5 of this article.
- e. 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.

2. 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.
3. After the Seniority Sign-Up Procedure
- a. The CTO request book will be reviewed by the Nurse Manager by the date 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.

4. APRN Vacation/CTO Requests

Advanced Practice Nurses will work with the physician leaders, practice supervisors and directors, and/or other practitioners in their clinics and services to arrange coverage for their CTO requests. CTO requests will not be unreasonably denied.

5. Holiday Rotation

- a. Holidays off will be rotated as equally as possible to afford each bargaining unit employee a fair share of the holidays off.
 - b. No bargaining unit employee will be required to work more than two (2) of the Hospital holidays during the November-January time period in any given year.
6. The processes outlined above may be done electronically, where the appropriate platform exists.

Article 18B – Summer CTO

Bonus for Not Taking CTO Vacations During June, July & August

1. Bargaining unit employees who are interested in being considered for the Summer CTO bonus program must notify their manager by August 15th of the prior year. Before the beginning of Seniority Sign-Up, managers will inform bargaining unit employees if they will be eligible to participate in the Summer CTO bonus program.

2. A bargaining unit employee who meets the following requirements will receive a bonus up to \$1500. The bargaining unit employee must:

- Have been informed by their manager that they are eligible to participate in the Summer CTO bonus program
- Not take more than two (2) consecutive scheduled shifts as CTO in June, July and August
- Not take more than a total of three (3) days of CTO in June, July and August. The Summer CTO Bonus will not be denied as a result of a single absence which does not exceed 4 hours.

3. In addition:

- This \$1500 bonus is based on bargaining unit employees who have worked 72 or more hours per pay period during June, July and August.
- Bargaining unit employees who work less than 72 hours per pay period during June, July and August will have the CTO Bonus payout pro-rated, based on an 80-hour pay period.
- CTO hours taken in compliance with Section 2 above will count as hours worked for purposes of bullet 1 and 2 in section 3.
- For every ten (10) bargaining unit FTEs in an inpatient unit or every 8 bargaining unit FTEs in a clinic, the Hospital will offer a minimum of one (1) FTE for summer CTO bonus eligibility; however, based on unusual circumstances, the Hospital and the VFNHP can mutually agree to increase the number of bargaining unit employees of a particular unit or clinic who are eligible for the CTO Bonus program. Examples of unusual circumstances include but are not limited to high unit vacancy rate, large number of nurses needing precepting on a unit, and/or nurses out on leave on a unit.

4. Per Article 20A of this agreement, during periods of low census during June, July and August, a nurse may be asked to take time off. If a nurse manager or designee sends a bargaining unit employee home, and that bargaining unit employee is on the CTO summer bonus program, those lost hours will not be counted against the total CTO taken during these months.

5. The payment for the vacation time will be made in the check following the first full pay period after the program is concluded.

6. Per Diem Summer Bonus

Per Diem bargaining unit employees will be eligible for a summer bonus of \$1500 if they meet all of the following requirements:

- Indicate a desire to participate in this program to their manager, and the manager confirms there is a need, on or before April 1 of each year.
- Sign up for shifts before the posted schedule is up (see Article 18.D.2) for at least 416 hours of time during the months of June, July and August.
- Actually work 416 hours during the months of June, July and August. Credit will be given for any hours not worked because of staffing adjustments made in accordance with Article 20A, Section B.

Credit for Per Diem Summer Bonus Hours will run concurrent with credit for the per diem requirements in Article 9.

7. Night and/or Weekend Shift Work. Any bargaining unit employee who is participating in the Summer CTO bonus will receive an additional \$1000 if they meet all of the relevant above qualifications and a majority of their hours worked during the months of June, July and August are on a night shift and/or a weekend shift.

Article 19 - Overtime

A. Overtime cannot be worked without prior supervisory approval, except in an occasional situation when the bargaining unit employee is involved in direct patient care and is unable to notify their supervisor but will do so as soon as practicable or on the Exception Sheet .

B. Eligibility for Overtime

1. Exempt Bargaining Unit Employees
Individual employees, who meet the definition of exempt bargaining unit employee under the Fair Labor Standards Act (FLSA), are not eligible to receive overtime pay.

2. Non-Exempt (Hourly) Bargaining Unit Employees

All bargaining unit employees who do not meet the requirements for an exemption to the FLSA, are eligible for overtime pay.

C. Overtime Provisions

1. The Hospital shall pay non-exempt bargaining unit employees according to one of the following methods:

a. Forty (40) Hour Provision - Overtime must be paid when a bargaining unit employee's total worked hours exceed forty (40) in a seven (7) day period beginning with the arrival of the day shift on Monday and ending seven (7) days later with the close of Sunday's night shift. There are two (2) such periods in each of the designated pay periods.

b. Extended Forty (40) Hour Provision - Overtime will be paid in either of the following circumstances:

When a bargaining unit employee's total hours worked on a single continuous shift exceed the scheduled shift (minimum of eight (8) hours)

and/or

When a bargaining unit employee's total worked hours exceed forty (40) in a seven (7) day period beginning with the arrival of the day shift on Monday and ending seven (7) days later with the close of Sunday's night shift. There are two (2) such periods in each of the designated pay periods.

c. Eight/Eighty (8/80) Provision - Overtime will be paid in either of the following circumstances:

When a bargaining unit employee's total hours worked on a single continuous shift exceed eight (8) hours

and/or

When a bargaining unit employee's total hours worked exceed eighty (80) hours in the designated fourteen (14) day pay period.

D. Calculating Overtime

1. For the purposes of calculating overtime, worked hours will include: all hours worked, time spent attending an approved class, meeting, or conference or Hospital orientation. All other paid and unpaid hours, including CTO and union time, will be excluded. Worked hours will be recorded by the quarter (1/4) hour. A bargaining unit employee working less than eight (8) minutes in any additional quarter (1/4) hour will not be paid for that quarter hour. Overtime

hours will be paid at a rate of one and one half (1-1/2) times the bargaining unit employee's base rate. Calculation of the base rate will include remuneration for worked hours and applicable shift differentials, as required in the FLSA.

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, count towards 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.

F. Scheduling Overtime

Overtime shifts shall be distributed to bargaining unit employees desiring such shifts on a rotating seniority basis provided that bargaining unit employees desiring such overtime work opportunities provide notice to the Manager that they have made themselves available. Each unit or department shall establish a mechanism to enable bargaining unit employees to make themselves available for overtime opportunities. There shall be no mandatory overtime except in an emergency.

Side Letter on Overtime Status

The Hospital agrees that existing bargaining unit employees will not be moved from the 40 Liberal overtime rule to the 40 Strict overtime rule when changing status within the same cost center or to a department that regularly utilizes 40 Liberal.

Article 20 – Staffing

High quality patient care is the shared goal of the Hospital and VFNHP. The Hospital and VFNHP agree that staffing the Hospital with the appropriate number of skilled, reliable nursing and ancillary employees is an essential element for the provision of quality patient care. Additionally, the Registered Nurses, Licensed Practical Nurses and the administration working in the only academic health center in Vermont recognize their societal obligation to provide safe, high quality care to patients who seek care at the Hospital.

The Hospital and the VFNHP agree that patient care should be patient centered, always according the patient the highest respect and acknowledging the individual as an informed, discriminating consumer. Care is competent, effective and collaborative. It respects the patient's values, preferences and needs. The Hospital and the VFNHP also agree that units staffing must consider the importance of ensuring that the quality of the nurse's work life is appropriate, based on the American Nurses Association findings that it has been shown that the quality of work life has an impact on the quality of care delivered.

The Staffing Committee established by the July 10, 2003 Collective Bargaining Agreement shall be continued. The membership shall be comprised of three (3) RN Bargaining Unit employees chosen by the VFNHP, one (1) LPN Bargaining Unit employee chosen by the VFNHP and four (4) nurse administrators chosen by the Hospital. The Committee shall foster group participation through cooperative relationships and a consensus decision making process. The Committee will serve as an advisory resource to the Unit Staffing Collaboratives (see Article 20B) by providing unit teams with research and data from national nursing specialty organizations as well as findings from national nursing research regarding nurse staffing and patient outcomes. The Staffing Committee will meet at least 10 times per year. The topics for agenda and discussions will include, but are not limited to:

1. Review of written nurse staffing plans and grids from the Staffing Collaboratives.
2. Review / dissemination of current nurse staffing research, best practices and benchmarks to the Staffing Collaboratives.
3. Review of nurse staffing effectiveness for each unit including but not limited to actual vs. budgeted average daily census, budgeted versus actual staffing levels (Nursing Hours Per Patient Day (NHPPD) or other staffing metrics/UOS), acuity (Case Mix Index/Severity of Illness), comparison to current benchmarks (NDNQI/LMI) and nursing sensitive outcomes.
4. Other nurse staffing issues brought forward by the Staffing Collaboratives.
5. Review of written policies, procedures and protocols affecting nurse staffing.
6. Development of a process for analysis/trending of "concern forms."
7. Review of "concern form" reports from Staffing Collaboratives and development of action plan for issues identified.

8. Regular review actual unit of service measurement for each unit.

The Staffing committee will make recommendations to the Labor/Management committee, as it deems necessary. Staffing Committee members will be paid for all time spent in Staffing Committee meetings.

The Hospital will ensure that organizational policies and procedures, job descriptions and standards of nursing conform to the Vermont State Board of Nursing regulations and advisory opinions and all other state laws and regulations related to the practice of nursing. The Hospital shall promulgate and enforce policies, rules and regulations to ensure that applicable professional standards, including applicable specialty standards of nursing practice are established and carried out so that safe and effective nursing care is provided to patients.

The Hospital shall continue to work with the VFNHP to ensure that written policies, procedures and protocols affecting nurse staffing are reviewed with the VFNHP and are readily available to nursing staff.

The Hospital will make good faith efforts to maintain RN and LPN staffing consistent with staffing plans developed through the Unit Staffing Collaboratives (see Article 20B). Good faith efforts shall include the dedication of reasonably necessary resources to implement appropriate nurse recruiting and retention practices and a commitment to hire every qualified nursing applicant whenever there are nursing vacancies. Similarly, the Hospital agrees to make good faith efforts through the dedication of reasonably necessary resources to recruit and retain staff that support nurses in the provision of clinical care. The Hospital reserves the right to exercise its reasonable discretion in establishing and determining the qualifications to be required of nursing applicants.

Any LPN currently employed by the Hospital who is either grandfathered or enrolled in a nursing program and actively pursuing a Registered Nurse degree may be counted equally with an RN for the purpose of staffing on the unit where they currently practice.

Staffing Guidelines

The Hospital shall abide by all staffing guidelines promulgated by agencies, accrediting institutions, professional nurse organizations and by the Unit Staff Collaboratives – See Article 20B. Daily staffing levels in all units will include the appropriate number of patient care staff, including RNs and ancillary staff where appropriate, and will be managed according to changes in volume, acuity and skill level in addition to established staffing grids.

Staffing grids shall include the appropriate number of patient care staff, and ancillary staff where appropriate. A patient assigned 1:1 patient observation shall not be deducted or excluded from any census or staffing grid.

Charge Nurses (excluding Vascular Access), Care Coordinators, Nurse Educators, CAT Nurses, and Lactation Consultants will not count toward primary RN staffing assignments in grids. Additionally, Charge Nurses (excluding Vascular Access) shall not be assigned patients, except in urgent situations, and will continue to be included in the overall Direct Care Hours.

In the event that any RN or LPN, including Charge Nurses, believes in her or his professional opinion she or he has been given an assignment that is unsafe, or that in her or his opinion endangers patient care, she or he will immediately notify her or his supervisor or designee. The supervisor or designee will review the assignment at that time. If the RN or LPN disagrees with the review of the assignment, she or he will work as directed and may do so under protest. A “Concern Form” will be provided by the VFNHP. It will reflect the bargaining unit employee’s name, shift, unit/department, supervisor she or he submitted the form to, the date and description of the incident and the supervisor’s response. Nothing in this paragraph shall limit the rights of nurses under the Healthcare Whistleblower’s Protection Act, 21 VSA *507.

Charge RNs

Employees eligible to be assigned as charge nurses shall receive no less than 60 hours of training, including on-the-job training, in appropriate staffing standards, protocols, policies, and software programs prior to first charge assignment.

In the event that any charge nurse believes that the staffing grid requires additional nurses or staff, the charge nurse will ask the supervisor or designee to authorize. If the supervisor denies the request and the charge nurse disagrees, the charge nurse may complete a “Concern Form” to be provided to the VFNHP as detailed in this Article.

Article 20A - Staffing Adjustments

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

1. Resource Department bargaining unit employees;
2. Bargaining unit employees with the necessary skill and ability may volunteer to float after considering the needs of the unit to which the volunteer was originally assigned. Such volunteers will receive the “float differential” if they qualify in accordance with the requirements of Article 23 Differentials. If there is more than one volunteer, the bargaining unit employee with the greatest unit seniority will be chosen;

3. Travelers with the necessary skill and ability will be floated after considering the needs of the unit to which the traveler was originally assigned;
4. Available per diem and/or part-time bargaining unit employees will be asked to work additional shifts;
5.
 - a. Available bargaining unit volunteers from within the home unit who are currently working will be asked to work overtime/premium pay on a seniority basis.
 - b. If no one volunteers, overtime/premium pay will be offered to others within the home unit on a first come, first served basis.
 - c. If, within a reasonable amount of time following recruitment calls, no one from the home unit volunteers, overtime/premium pay will be offered to the resource department and other bargaining unit employees with the appropriate skill and ability, with preference going to a resource nurse currently working on the unit and then a float nurse currently working on the unit.

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

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

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

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

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

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

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

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

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

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

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

12. **Per Diem Cancelled:**

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

13. Committed Hours Shifts Mandated:

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

Article 20B – Unit Staffing Collaboratives

The parties agree that the VFNHP and Hospital will develop a partnership so that the VFNHP will become integrated and involved in decisions related to the staffing model of each nursing unit/department. Therefore, the parties agree that they will facilitate the Unit Staffing Collaboratives (USC) Project with the intent of creating a collaborative culture, reducing financial impact and building a systems-wide approach to staffing. The Hospital and the VFNHP will hire a mutually agreed upon neutral facilitator to work with the Hospital and the VFNHP to refine the design and implementation of the USC Projects, with costs of the consultant shared equally between the Hospital and VFNHP. Each unit committee will be staffed by four (4) RNs selected by RNs on the unit and two (2) nursing administrators. For ambulatory committees, the areas will be designated between two groups, Primary Care Clinics and Specialty Care Clinics, and the staffing will be a minimum of six (6) RNs selected by RNs within the clinical groupings

and two (2) administrators, including a minimum of one (1) administrator with an active RN license.

The following factors will be considered in each USC Project and the results of the USC Project will be summarized in each final report:

- Unit profile
- Minimum staffing levels
- Analysis of time spent by nurses on nursing and non-nursing activities
- Analysis and recommendation of acuity process and/or tool
- Analysis and determination for Circulating RN(s) to enable Circulating RN(s) to facilitate meal/break coverage and assist in transfers/discharges in all critical, procedural and acute care units
- Staffing effectiveness data (see Article 20), including unit specific quality data and NDNQI RN satisfaction and Practice Environment results
- Unit-specific quality data, including unit-based improvement initiatives
- Staffing plan (grid) that includes patient care staffing of RNs and ancillary staff where appropriate
- Staffing data, including the unit budget
- Financial impact of the proposal
- Metrics to be used to measure the effectiveness of the USC Project

All units will have staffing grid plans within 18 months of execution. Units with an existing MUP grid will abide by that until revised or superseded to this process. Areas of focus to be prioritized include units/departments without established staffing plans/guidelines, the operating room, the emergency department, NICU (focus on Lactation Consultant) and the Ambulatory Specialty Clinic group.

The USC Project plan must be completed and submitted to the Chief Nursing Officer of the Hospital and President the VFNHP within three (3) months of completion of project. The manager will make reasonable time available for the committee to work on the written plan. Staffing plans developed under this Article 20B shall require approval by both the Chief Nursing Officer of the Hospital and President of the VFNHP. A decision on the memorandum of agreement shall be made within three (3) months of the submission of the final report. A failure to reject the plan or provide specific reasons for the rejection by either party within three (3) months of submission shall be considered acceptance. Where a final USC Project plan is rejected in good faith by either party, the USC committee shall reconvene and submit a new final report within three (3) months. Either party may initiate mediation following the rejection of a report.

During the USC Project plan process, at a time determined by all parties, each unit will create a timeline for implementation of their plan. During the USC Project plan process, at a time determined by the facilitator, each unit will perform a “transparency check” from which to gauge the feasibility of the project as planned to date, and make adjustments as deemed necessary by

the group (inclusive of Hospital and Union). Most current budget and staffing related data will be available for the “transparency check”. Except for extreme circumstances, each USC Project plan will be implemented no later than three (3) months after the implementation date identified in the timeline, subject to approval of the memorandum of agreement.

Each unit upon completion of the process will have its USC Project plan as a side letter to the collective-bargaining agreement. The budgets for each unit will promptly be conformed to the standards and staffing developed in the USC Project plan.

Following the implementation of USC Project plan, the USC, consisting of four (4) clinical staff and two (2) administrators for IP/procedural/Peri-op and a minimum of six (6) clinical staff and two (2) administrators, including a minimum of one (1) administrator with an active RN license for ambulatory groupings, will continue to meet monthly, unless there is mutual agreement to meet every other month. The Committee shall review progress of the staffing grid, submit changes to Staffing Committee for approval, review any Concern Forms filed, prepare quarterly reports to Staffing Committee.

If a unit experiences changes that necessitate modifications in the USC Project plan, the VFNHP and the Hospital agree to meet and confer about re-opening the USC Project plan process as outlined in this article. Criteria for re-opening a USC Project process:

- Substantial changes in acuity, type of patient, service, or facilities.
- Significant new evidence related to research used in the USC Project process on staffing models potentially impacting patient outcomes, or significant evidence indicating changes in patient treatments and care.

The hospital will provide a bulletin board in a public area to showcase the work of the USC Project process. Material for the bulletin board will be provided by the units that most recently have completed a USC Project process or other units as agreed upon by the USC Project process. Materials must be approved by both the hospital and the VFNHP.

For non-ambulatory units, if the schedule is posted for six (6) or more consecutive scheduling postings with an open shift that is not the result of a planned or unplanned leave of absence or the position is posted, the hospital agrees to post and recruit for the position. For ambulatory, if a clinic’s visit volume variance exceeds budget by greater than 10% for six (6) or more consecutive months, a volume adjusted position will be posted unless the short staffing is a result of a planned or unplanned leave of absence or a position is already posted.

Compliance with agreed-upon USC Project plan is subject to Article 40, Grievance & Arbitration, except that the parties agree to participate in non-binding mediation before proceeding to arbitration.

Nurses assigned to Nursing Professional Governance, Committee and Task force meetings (either at unit/clinic, department, or Hospital-wide levels) shall be paid to attend such meetings, and the Hospital shall attempt to schedule replacements for all attendees, including in ambulatory settings.

Article 21 – Floating

The parties agree that in the interest of patient care all bargaining unit employees assigned to a particular department or unit are properly trained, oriented, and familiar with the general policies and procedures of that department or unit. Therefore, the hospital agrees to restrict the use of floating.

A. Closed Units

Bargaining unit employees from the following units or combination of units will not be expected to involuntarily float out of those units or combination of units:

- Rehab 1 & Rehab 2
- Psychiatry (Shep 3 South & Shep 6)
- OR and Special Procedures (FA)
- OR (MCHV)
- Surgical Procedures (ACC)
- PACU (FA & MCHV)
- Pre-Op-(F A & MCHV)
- Endoscopy
- PPR
- CVU
- Radiation Oncology
- Shepardson 3
- Shepardson 4
- Mother Baby Unit (Baird 7)
- Baird 3
- Baird 4
- Baird 5
- Baird 6

- GCRC (Shepardson 2)
- SICU/PICU
- MICU
- NICU/NNTS
- McClure 5
- McClure 6
- Birthing Center
- ED
- Dialysis Units (each unit closed)
- Echo Lab
- Stress Lab
- Cath Lab
- EPS Lab
- Interventional Radiology
- IV therapy team
- Advance Practice (in their specialty)
- Community Health Improvement/Wellness
- Miller 3
- Miller 4
- Miller 5
- Miller 6
- Cardiac Research
- Clinics: Practices are closed between Health Care Services (HCS): Medicine, Surgery, Neurology, Women's, Children's, PCIM, Family Medicine, Anesthesia, Radiology and Orthopedic.
- Where clinics involve multiple health care services, bargaining unit members may be required to work in a different service at the same site if they have the qualifications, proper training and current orientation including competencies, to perform the duties.
- The following are exempt from sharing staff within their HCS: Walk-In Care, Children's Specialty, Cardiac Rehab, Outpatient Cardiology (Tilley Drive) and Hematology/Oncology.
- The following locations are exempt from sharing the staff who have been hired prior to July 17, 2006 within their HCS: Aesculapius. For staff hired after July 17, 2006, they may be shared within their respective HCS.
- Employer Health Management & Employee Health

B. Filling Staffing Needs

See Article 20A Staffing Adjustments

C. Travel

Where assignments include travel between sites, the bargaining unit employee will be paid worked time and mileage costs for such travel between sites (per the standard UVM Medical Center mileage reimbursement rate at the time).

D. Assignments

Any bargaining unit employee who floats will take a full patient assignment with an identified resource assigned. No bargaining unit employee shall be given a patient assignment in a department/unit where he/she does not have the qualifications, proper training and current orientation, including competencies, to perform the duties. Before accepting, the bargaining unit employee shall be told what the assignment would entail. If uncomfortable with floating and accepting an assignment the bargaining unit employee may still volunteer to float as a pair of “helping hands”.

See Article 23 Differentials for floating differential.

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 the differential set forth in Article 23.
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.

F. Restructuring

If, as a result of restructuring or renaming of units occurs, the closed units will remain as described in section A above, unless agreed to in writing by both the VFNHP and the Hospital.

G. Ambulatory Resource Pool

1. Bargaining unit employees from the Ambulatory Resource Pool will take a full patient assignment where qualified and assigned.
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.

Article 22 – Wages

A. Pay – RN/LPN/APRN

1. FY2023. Effective the first 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 payroll period in FY 2024, RN/LPN/APRN bargaining unit employees, will receive a three percent (3%) 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 2022 and October 2023.

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.

C. Lateral Job Change

A lateral change is when a bargaining unit employee moves from one job to another in the same pay range. A lateral transfer will result in no salary change.

D. Promotion

Except as provided in Section D and I below, a promotion occurs when a bargaining unit employee accepts a position in a higher salary range. To determine her/his new salary, the bargaining unit employee will be placed in the new range based on the same step he/she maintained in the lower range.

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 LPN experience. LPN's who have attained their RN licensure since July 2003 will receive similar treatment.

F. Demotion

A demotion occurs when a bargaining unit employee voluntarily or involuntarily accepts a position in a lower salary range. To determine her/his new salary, the bargaining unit employee will be placed in the new range based on the same step she/he maintained in the higher range. This provision does not apply to layoffs under Article 16.

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

- 1. 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.
- 2. 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 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.
- h. LPN experience for RN positions will be based on the formula in Section E above.
- 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.

H. New Registered Nurse Bonus Program

Annually the Hospital and VFNHP shall meet and negotiate over a New Registered Nurse Bonus Program (External Hires). No such program will be implemented without agreement by the VFNHP.

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.)
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.

J. Internal Promotion from RN to NP/NNP/CNM

For purposes of being placed on a step in the salary range, bargaining unit RNs who are promoted to an NP, NNP, or CNM position will be credited with one-half year of credit for each year of RN experience. If the salary of the resulting step is less than the bargaining unit employee was earning as an RN, then the bargaining unit employee will be placed into a step in the NP, NNP, or CNM salary range which is closest to his/her current rate of pay as an RN without decreasing the current rate.

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 UVMMC within three months of ratification if they believe their years of service needs to be adjusted.
- UVMMC shall have one month to respond.

- The increase will take effect prospectively, in the first full pay period after UVMMC 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. UVMMC 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.

Article 23 – Shift Differentials

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

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

Shift Definitions:

1. Evenings:

All worked hours between 3:00 p.m. and 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-five 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 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-five cents (\$2.75).

4. Weekend Shift Incentive:

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

5. Resource Department:

All bargaining unit employees within the Resource Department will be paid an hourly differential of 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).

6. Floating:

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

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.

8. RN Student Precepting:

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

9. APRN 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 an hourly rate of six dollars and twenty-five (\$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.

10. End of the day in Ambulatory Clinics and non-24/7 Procedural Areas:

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

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.

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 emergencies. The incentive amount is \$100 per weekend session (4 hours) or \$300 per full weekend day.

13. 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. 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 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.

15. 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.

Article 24 – On-Call / Call-In

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

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

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

B. On-Call Stipend

1. Compensation in the form of a stipend will be paid for the entire on-call period at six dollars (\$6.00) 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 following the end of the quarter.

2. Preference for on-call shifts will be given to bargaining unit employees over travel nurses.
3. If a bargaining unit employee who is scheduled to be on-call is asked to remain at work immediately following his/her regular shift, he/she will be compensated at a rate equal to one and one half (1 ½) times the bargaining unit employee's base hourly rate and the on-call stipend will be paid. The time will be considered "Called In-On Call." It will not be counted as overtime compensation, but the hours will count towards eligibility for overtime compensation. In this situation, the bargaining unit employee will not receive any travel time, and there is no two hour minimum.
4. Bargaining unit employees who fail to meet any of the requirements of section A above will not be compensated for the assigned period of on-call and may be subject to disciplinary action.

C. Call-In Premium

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

1. A bargaining unit employee will receive call-in premium pay equal to one and one half (1 ½) times the bargaining unit employee's base hourly rate for a minimum of two (2) hours to a maximum of actual hours worked.
2. If a bargaining unit employee is called in prior to the start of her/his regular shift both the on-call stipend and premium pay will cease at the start of the bargaining unit employee's regular shift.
3. If a bargaining unit employee is on call for a scheduled holiday, CTO may be used for that scheduled shift. CTO hours will not be used for any hours that the bargaining unit employee is called in to work.
4. Bargaining unit employees called in are eligible for applicable differentials, without application of the four hour minimum requirement.

D. Called In-On Call 2X

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

E. Called-In, Not On-Call

Bargaining unit employees called in while not designated as on call will receive hourly pay equivalent to twice their hourly rate for a minimum of two (2) hours, travel pay as outlined above, and all applicable differentials. Bargaining unit employees will be expected to remain working on site for the entire two-hour period.

F. Travel Time

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

G. Rest Period

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

H. Sleep Rooms

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

Article 25 – Holiday Pay

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

A. Bargaining unit employees shall be entitled to premium pay if required to work on any of the following holidays:

January 1 (New Year's Day)

Memorial Day (National)

July 4 (Independence Day)

Labor Day

Thanksgiving Day

December 24

December 25 (Christmas Day)

B. Departments are responsible for ensuring patient care needs are met; thus, when possible, bargaining unit employee preference will be taken into account when granting time off during holidays. (See Article 18 Scheduling for more information).

C. For hourly bargaining unit employees, holiday premium pay will be paid for all worked hours between 11:00 pm on the day preceding the holiday through 11:30 p.m. on the day of the holiday. New Year's Day is an exception, with premium pay being paid for all worked hours between 7:00 p.m. on the day preceding the holiday through 7:30 p.m. on the day of the holiday. December 24th and December 25th are also an exception, with premium pay being paid for all hours worked beginning December 24th at 7:00 a.m. through December 26th at 7:30 a.m.

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

D. There will be no pyramiding of overtime pay.

E. For CTO use, refer to Article 32 - Combined Time Off, Section B.3. which includes the ability to elect to take up to three (3) unpaid holidays without using CTO.

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.

Article 26 – Bereavement Leave

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

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

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

Article 27– Jury Duty

Bargaining unit employees will be given time off to fulfill their civic responsibility to serve on a jury. Bargaining unit employees should present a notice of jury duty to their practice supervisor/manager as soon as possible so that any staffing changes can be arranged. While on jury duty, full-time and part-time bargaining unit employees shall receive regular pay for authorized hours and retain any court pay and reimbursement for travel. If the needs of the court do not require the full workday, the bargaining unit employee should contact their supervisor about returning to work.

For bargaining unit employees who work schedules other than Monday to Friday day shift, reasonable accommodation will be made.

Article 28 – Certification

A. Certification

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

B. Eligibility

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

C. Procedures for Reimbursement

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

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

1. Staff Nurse II and III pursuing their initial certification 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.

Article 29 – Educational Reimbursement

A. RN to BSN Program:

The Western Governors University (WGU) RN to BSN program will be extended for fiscal years 2023 and 2024:

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.

B. Tuition Assistance:

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

C. Eligibility:

1. Full, part time and per diem bargaining unit employees are eligible for tuition reimbursement after 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) per fiscal year upon meeting procedural criteria (see “procedures” below). 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 hundred dollars (\$1,800.00) per fiscal year. 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.
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.

D. Course Criteria:

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

E. Application Procedures:

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

F. Course Completion/Reimbursement Procedures:

1. A grade of "C" or better and/or "Pass" for undergraduates is required for reimbursement.

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

G. Compensation for Training and Education:

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

H. Continuing Education:

All bargaining unit employees who are not APRNs (and, effective FY24, nurse educators). For each of FY23 and FY24, 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 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. The budget items under this section will not be frozen and will be available during the fiscal year.

I. 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.

J. 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.

K. Nursing Scholarship Program

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

Criteria

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

- a. Employment by the Hospital for one year or more.
- b. Acceptance or ongoing enrollment in an Associate's, Bachelor's, Master's or Doctorate Degree in Nursing, or Advanced Practice Concentration.
- c. A history of solid job performance.
- d. A completed application with two professional letters of recommendation, one from the bargaining unit employee's immediate supervisor.
- e. Review of a personal written essay.

Recipient Commitments

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

1. Bargaining unit employees would be required to sign an agreement to work at the Hospital for a minimum of three (3) years following course completion. Should the employee voluntarily terminate employment for any reason other than incapacitating ill health before the three (3) year commitment is met, they would be required to pay the Hospital a prorated portion of the tuition.
2. Bargaining unit employees must be continually enrolled during the scholarship award period, taking a minimum of six (6) credits per semester.

3. Bargaining unit employees would be ineligible for any future scholarship dollars if commitments were not met.
4. Grades of C or better would be required each semester for undergraduate courses and a B or better for graduate courses.
5. Bargaining unit employees would be required to work a minimum of twenty (20) hours per week and would be required to work with their manager for any proposed reduction in hours.

Scholarship Funding

Scholarship dollars would be determined annually based on the annual fiscal budget review and approval. The scholarship awards will be given to the recipient in two (2) installments, one at the beginning of the fall semester and one at the beginning of the winter/spring semester. Administration of the scholarship funds will be administered by the Nursing Education Department. Applications for the UVMNC Nursing Scholarship dollars would be available from Nursing Education.

Side Letter

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

Article 29A – **Clinical Advancement Recognition Program (CARP)** 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. 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 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.

CARP Requirements:

	RN I	RN II	RN III	RN IV
Initial Application	No	No	Yes	Yes
Renewal Process	No	No	Yes, at annual evaluation	Yes, at annual evaluation
Peer Review Committee	No	No	Yes, for initial application only	Yes, for initial application only
Letters of Recommendation	No	No	Yes, manager at initial application only	Yes, manager at initial application only
Application	Upon hire	Upon hire	Yes	Yes

No Performance Issues	N/A	N/A	Employee in Good Standing: An employee who is not currently under corrective action greater than verbal counseling and is currently meeting their job accountabilities.	Employee in Good Standing: An employee who is not currently under corrective action greater than verbal counseling and is currently meeting their job accountabilities.
Evidence of Work at Each Level	Domains	Domains	Domains	Domains
Meet with Manager	No (other than check in)	Yes	Yes (review application form)	Yes (review application form)
Level of Practice	Advanced Beginner	Competent	Proficient	Expert
Minimum Hours Worked	No	No	1000 hours worked with 60% of scheduled hours on unit (excludes call) OR .5 FTE	.8 FTE
Years of Experience	1	Greater than 1	3 years of experience in area of specialty	5 years of experience in area of specialty
Certification	Not required	Not required	Yes	Yes
Degree	AND or BSN	AND or BSN	BSN or BSN enrolled, with 5 years to complete; or ADN with certification and a Bachelor's degree of any focus.	BSN

Article 30– Flexible Benefits

A. The Hospital will provide a flexible benefit plan in accordance with Section 125 of the Internal Revenue Code called the FlexCare Benefit Program. All plan provisions under the FlexCare Benefit Program are subject to change, provided that such changes are uniformly applied to all Hospital employees participating in the FlexCare Benefit Program. The Hospital

will meet and negotiate with the VFNHP at least sixty (60) days prior to the implementation of any changes to the FlexCare Benefit Program. Any benefit improvements provided to other Hospital employees during the term of this Agreement will be provided to bargaining unit employees.

B. Group medical, dental and vision plans are available to all full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period.

C. Dependents eligible for coverage under the medical, dental and vision plans include the bargaining unit employee’s lawful spouse, civil union partner and dependent children, including legally adopted children, stepchildren and any child placed in the employee’s home for legal adoption or guardianship. Dependent children must be unmarried and:

1. Under age 19, or
2. Under age 25 if a full-time student, or
3. Incapable of self-sustaining employment because of a mental or physical disability that began before age 19.

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

Preferred and Preferred Plus Plans		
Employment Status	Hospital Pays	Employee Pays
Full-Time (72-80 hours)	80%	20%
Part-Time (60-71 hours)	70%	30%
Part-Time (40-59 hours)	60%	40%

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

Dental Plan		
Employment Status	Hospital Pays	Employee Pays
Full-Time (72-80 hours)	75%	25%
Part-Time (60-71 hours)	65%	35%
Part-Time (40-59 hours)	25%	75%

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

G. Health Care and Dependent Care Reimbursement Accounts

All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible to participate in both accounts.

H. Basic Life Insurance

All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible to receive basic life insurance in the amount of two times (2x) annual base salary paid for by the Hospital. This is a core benefit and is fully paid for by the Hospital.

I. Optional Life Insurance and Voluntary Benefit Programs

All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period have the option to purchase additional life insurance, as well as other voluntary benefit offerings at their own expense. The programs currently offered include but are not limited to:

- Employee Life and Accidental Death and Dismemberment (AD&D) insurance
- Spouse/civil union partner life insurance
- Child life insurance
- Individual whole life insurance
- Critical illness insurance
- Voluntary accident insurance
- Long-term care insurance

Note: Individual whole life, critical illness and voluntary accident insurance are group products that can only be underwritten by licensed insurance agents approved to sell the products in the State of Vermont. Therefore, these products are available for purchase only during the annual open enrollment period.

Per IRS guidelines, all benefit elections must remain in effect for the full calendar year (January 1 through December 31) unless there is a qualified change in employment or family status that warrants a change to be made during the year. Examples of qualified status changes include marriage, divorce, birth or adoption of a child, change in full time to part time status or vice versa, spouse losing a job, etc.

In addition, the IRS requires all paperwork be completed and submitted to the Benefits Department within thirty-one (31) days of the effective date of coverage; otherwise the

bargaining unit employees must wait until the next open enrollment period to enroll or make any changes to their current elections.

J. Short Term Disability Benefits

All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible for Short Term Disability (STD) benefits paid for by the Hospital.

K. Long Term Disability Benefits

All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period receive a basic long term disability benefit equal to sixty percent (60%) of pay paid for by the Hospital. Bargaining unit employees may elect to purchase additional LTD coverage at their own expense.

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

Years of Service	Annual Benefit Dollars		
	Full-Time (72-80 hours)	Part-Time (60-71 hours)	Part-Time (40-59 hours)
10 to 14	\$200	\$150	\$100
15 to 19	\$300	\$225	\$150
20 to 24	\$400	\$300	\$200
25 or more	\$500	\$375	\$250

M. Flex Time Off (FTO)

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

N. Combined Time Off (CTO) Sell

Full-time and part-time bargaining unit employees may elect to sell up to a maximum of forty (40) hours of their accrued Combined Time Off (CTO) in eight (8) hour increments to help offset the cost of benefits or to purchase other benefits through the FlexCare Benefit Program.

O. CTO Cash-In Program

During open enrollment, bargaining unit employees are also eligible to make CTO Cash-In elections for the upcoming calendar year. The CTO Cash-In program provides the opportunity to convert unused and available CTO hours to cash—paid out in the next calendar year and taxed at supplemental rates, per IRS regulations.

P. Medical and dental plan cost information will be shared with the VFNHP semiannually. Information to be reviewed shall include incurred and projected claims information and all other information used to establish year-to-year cost projections and employee contribution rates. The VFNHP shall have access to all plan cost information, including but not limited to administrative cost factors and out-of-pocket costs paid by bargaining unit employees (e.g. employee payment for claims filed but not paid, employee payments for deductibles and employee co-payments). The Hospital and VFNHP representatives will meet in April of each year to discuss medical and dental care cost changes before bargaining unit employee benefit payment rates are established for each calendar year.

Article 31 – Retirement

A. The Hospital will continue to maintain the pension plan in effect and 403 (b) retirement plan during the term of this Agreement, so long as none of the provisions in these plans violate applicable laws or regulations. In the event that any benefit provided under these programs violates applicable law or regulations, the Hospital will meet and negotiate with the VFNHP at least sixty (60) days prior to changing the benefit. If the Hospital improves the pension plan in effect and/or the 403(b) retirement plan for non-bargaining unit employees during the term of the Agreement, such improvements shall also be applied to the retirement benefits for bargaining unit employees. The Hospital agrees that there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement.

B. Pension Plan

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

C. 403(b) Retirement Plan

1. All full-time, part-time, and per diem bargaining unit employees are eligible to make personal contributions into the 403(b) Retirement Plan as of the effective date of hire.

2. All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible to receive basic and matching contributions from the Hospital.

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

Article 32 – Combined Time Off

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

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

UNIVERSITY OF VERMONT MEDICAL CENTER CTO ACCRUAL CHART*					
Tier 1	Auth. Hrs Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
208 CTO Accrual Plan	80	7.978	26	208	312
	75	7.479	24	194	291
	72	7.18	23	187	281
	64	6.382	21	166	249
	56	5.585	18	145	218
	48	4.787	16	124	186
	40	3.989	13	104	156
	32	3.191	10	83	125
	24	2.393	8	62	93
	16	1.596	5	41	62
	8	0.798	3	21	32
0-5 yrs service					
Hourly Accrual Factor = .099726					

UNIVERSITY OF VERMONT MEDICAL CENTER CTO ACCRUAL CHART*					
Tier 2	Auth. Hrs Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
248 CTO Accrual Plan	80	9.512	31	248	372
	75	8.918	29	232	348
	72	8.561	28	223	335
	64	7.61	25	198	297
Non-Exempt 5+-10 yrs service	56	6.659	22	173	260
	48	5.707	19	148	222
	40	4.756	15	124	186
Exempt 0-5 yrs service	32	3.805	12	99	149
	24	2.854	9	74	111
	16	1.902	6	49	74
	8	.0951	3	25	38
Hourly Accrual Factor = 1.118904					

UNIVERSITY OF VERMONT MEDICAL CENTER CTO ACCRUAL CHART*

Tier 3	Auth. Hrs Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
288 CTO	80	11.047	36	288	432
Accrual Plan	75	10.356	34	268	404
	72	9.942	32	258	387
Non-Exempt 10+ yrs service	64	8.837	29	230	345
	56	7.733	25	201	302
Exempt	48	6.628	22	172	258
5+ yrs service	40	5.523	18	144	216
Hourly Accrual Factor = 1.38084					

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 UVMC 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) unpaid holiday days without using CTO. None of these requirements shall decrease an existing practice.

4. New Bargaining Unit Employees:

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

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

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

C. CTO Cash-In

Each December, a full or part-time bargaining unit employee can elect to cash-in accrued CTO hours during the following calendar year based on UVMMC's Combined Time Off (CTO) Cash-In Program. This program allows bargaining unit employees to cash in unused CTO hours based on the program parameters.

1. To elect CTO cash-in for the following calendar year the bargaining unit employee must make an election to do so during the Open Enrollment period. This election will include the cash-in date (selected from pre-established quarterly dates) on which the payment will be made.
2. In a calendar year, the bargaining unit employee may cash in no more than her/his biweekly-authorized hours, (as indicated in the HR database on January 1).
3. The election is binding for the full calendar year and cannot be changed. The elected CTO hours will be deducted from the bargaining unit employee's accrued CTO bank January 1st, regardless of when the actual cash-in occurs. Any hours to be cashed in must be available on January 1.
4. In order to take advantage of this Cash-In feature, the bargaining unit employee must have a minimum of forty (40) hours of accrued CTO remaining in her/his bank after the elected and approved CTO hours have been deducted. In determining if the forty (40) hours minimum will be remaining in the bargaining unit employee's bank, the bargaining unit employee must take into account any CTO sold through the FlexCare Benefit Program and any CTO hours taken during the holiday time at the end of each year.
5. The value of the bargaining unit employee's CTO hours will be set as of January 1st, regardless of when the actual cash in occurs.

6. If the bargaining unit employee terminates employment prior to receiving all the approved elected cash-in hours, the hours will be paid out in conjunction with the final paycheck.

D. If the Hospital improves the CTO benefits for non-bargaining unit employees during the term of this Agreement, such improvements shall also be applied to the CTO benefits for bargaining unit employees.

Article 33 – Extended Sick Bank

Extended Sick Bank (ESB) is sick time accrued by bargaining unit employees for illness, established prior to the implementation of Combined Time Off (CTO) programs by the founding organizations. No new accounts will be created or additional accruals added to current ESB accounts. All full-time and part-time bargaining unit employees who have ESB hours are eligible to use them in the following circumstances:

1. When a bargaining unit employee has an absence due to an illness, ESB hours can be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to her/his authorized hours' salary without using CTO hours.
2. To supplement time not covered by short-term disability (STD) or to supplement reduced wages while on STD, or while an application for long-term disability (LTD) is pending approval, to bring total pay to authorized hours. Upon approval of LTD, the CTO used while pending LTD will be offset by any benefits forthcoming from the Insurance Company.
3. Bargaining unit employees in a benefits eligible status who change to a non-benefits eligible status will retain their ESB hours while in this ineligible status. However, these hours may only be used after the bargaining unit employee has returned to a benefits eligible status.
4. At termination there is no pay out for remaining hours. ESB hours are not reinstated even if rehire occurs within the year.

Article 34– Family and Medical Leave (FMLA)

A. Eligibility:

To be eligible for family/medical leave, a bargaining unit employee must have worked the Hospital for at least twelve (12) months and have worked at least one thousand two hundred fifty (1250) hours over the twelve (12) month period immediately preceding when the leave is taken. All approved leaves will be re-evaluated for eligibility at 12-months from the first date approved leave is taken. Those leaves not meeting eligibility requirements at that time will be denied.

B. Family and Medical Leave Period:

Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee will be granted an unpaid leave of absence up to twelve (12) weeks during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave.

C. Use:

Leave will be granted for the following purposes:

1. The bargaining unit employee's own serious illness or injury as defined by State and federal leave laws.
2. A serious illness of the bargaining unit employee's child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the bargaining unit employee.
3. The birth, adoption or foster placement of a child.

D. Notification Process:

1. If the need for family/medical leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally thirty (30) days). If the leave was foreseeable and the bargaining unit employee fails to provide appropriate notice, commencement of the leave may be delayed.
2. If the need for leave, including intermittent leave, is not foreseeable, the bargaining unit employee must formally request protection under family/medical leave within ten (10) business days of when the leave, including intermittent leave, becomes known to the bargaining unit employee. Otherwise, the bargaining unit employee will not be considered to have complied with the notice requirement.
3. The bargaining unit employee should make any requests for a change or extension to the dates of leave within ten (10) business days of when the extension or change becomes known to the bargaining unit employee. If the bargaining unit employee fails to provide appropriate notice, the change or extension of the leave dates may be delayed.

E. Medical Certification:

If the bargaining unit employee is requesting leave because of her/his own serious health condition, the bargaining unit employee must supply the appropriate medical certification as requested. Medical certification will be required if a bargaining unit employee is requesting leave due to a covered relation's serious health condition. When the bargaining unit employee requests leave, the bargaining unit employee will be notified of the requirement for medical certification and when it is due (within fifteen (15) days after the bargaining unit employee requests the leave). Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Hospital, at its expense, may require an examination by a second health care provider designated by the Hospital. If the second health care provider's opinion conflicts with the original medical certification, the Hospital, at its expense, may require a third mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. Periodic reports and/ or recertification of the employee's status and intent to return to work may be required during the leave period at least every thirty (30) days. Failure to provide requested recertification within fifteen (15) days, if such is practicable, may result in delay or denial of additional leave.

F. Unpaid Leave:

Family/medical leave is unpaid. However, a bargaining unit employee with CTO hours may use them to provide the equivalent of regular pay. It is the bargaining unit employee's responsibility to inform the Employee Health Department whether to use CTO time. If Employee Health is not informed, available CTO will not be used.

G. Intermittent and Reduced Schedule Leave:

Leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule during family/medical leave for a bargaining unit employee's own serious illness or for a seriously ill member of the bargaining unit employee's immediate family if medically necessary. Intermittent leave is not available during family leave for the birth, adoption or foster placement of a child, unless the mother has a serious health condition in conjunction with the birth of a child or the child has a serious health condition.

However, a reduced leave schedule may be taken under these circumstances, with the manager's approval. A reduced leave schedule occurs when the number of hours or days a bargaining unit employee works is reduced on a daily or weekly basis; e.g., a bargaining unit employee reduces schedule from full-time to part-time. A reduced leave schedule must be coordinated and approved in advance by the bargaining unit employee's manager. The bargaining unit employee will be paid based on the amount of time actually worked. In addition, while the bargaining unit employee is on an intermittent or reduced schedule leave, the bargaining unit employee may be temporarily transferred to an available alternative position which better accommodates the bargaining unit employee's recurring leave and which has equivalent pay and benefits.

H. On-the-Job Injuries:

Time off for on-the-job injuries that meet eligibility requirements under State of Vermont Workers' Compensation Laws will be charged to time off allowed under family/medical leave. Family/medical leave will run concurrently with Workers' Compensation leave. Bargaining unit employees claiming Workers' Compensation benefits will have the family/ medical leave reported on their behalf by the Employee Health Department.

I. Benefits (Refer to chart in Appendix 1):

During an approved family/medical leave, the Hospital will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the bargaining unit employee's portion of the benefit cost is not received as instructed. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on approved family/medical leave. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the family/medical leave.

J. Job Protection:

As required by law, a bargaining unit employee, whose family/medical leave does not exceed the family/medical leave allotment, will return to an equivalent or former position upon completion of the leave. The bargaining unit employee will return with equivalent pay, benefits and other terms and conditions of employment existing on the day the leave began as long as such benefits are still provided by the Hospital.

K. Return to Work:

A bargaining unit employee should contact her/his manager and the Employee Health Department at least two (2) weeks or as soon as practicable prior to the scheduled return date. Annual performance planning and performance appraisals that are scheduled to occur while the bargaining unit employee is on family/medical leave will be rescheduled by the bargaining unit employee's manager within thirty (30) days of the bargaining unit employee's return.

L. Failure to Return:

If a bargaining unit employee fails to return to work upon completion of family/medical leave, she/he will be considered as having voluntarily terminated. In the event that a bargaining unit employee elects not to return to work upon completion of family/medical leave, the Hospital may recover from the bargaining unit employee the cost of any payments made to maintain the bargaining unit employee's benefits except where the bargaining unit employee does not return because of the continuance, recurrence or onset of a serious health condition or other circumstances beyond the bargaining unit employee's control.

Article 35 – Supplemental Family and Medical Leave

A. Eligibility:

To be eligible for supplemental family/medical leave, bargaining unit employees must meet all eligibility requirements under Article 34 – Family and Medical Leave and must have been approved for family/medical leave under the provisions of that article for the full twelve (12)-week period.

B. Supplemental Family and Medical Leave Period:

Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee may be granted an additional four (4) weeks of unpaid leave of absence during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave as provided under Article 34.

C. Reason:

Leave will be granted for the following purposes:

1. The bargaining unit employee's own serious illness or injury as defined by State and federal leave laws.
2. A serious illness of the bargaining unit employee's child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the bargaining unit employee.
3. The birth, adoption or foster placement of a child.

D. Notification Process:

If the need for supplemental family/medical leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally thirty (30) days). If the leave was foreseeable and the bargaining unit employee fails to provide appropriate notice, commencement of the leave may be delayed. If the need for supplemental leave is not foreseeable, the bargaining unit employee is expected to give notice within one (1) to two (2) business days of learning of the need for leave except in extraordinary circumstances.

E. Medical Certification:

Medical certification utilized to approve the family/medical leave under Article 34, in most circumstances, will be sufficient for review and approval of supplemental family/medical leave requests. Periodic reports of the bargaining unit employee's status and intent to return to work may be required during the supplemental leave period. Failure to provide requested

recertification within fifteen (15) days, if such is practicable, may result in delay or denial of further leave until it is provided.

F. Unpaid Leave:

Supplemental family/medical leave is unpaid. However, a bargaining unit employee with CTO hours may use them to provide the equivalent of regular pay. It is the bargaining unit employee's responsibility to inform the Employee Health Department whether to use CTO time. If the Employee Health Department is not informed, available CTO will not be used.

G. Intermittent Leave:

Supplemental family/medical leave may not be taken intermittently (in separate blocks of time).

H. On-the-Job Injuries.

Time off for on-the-job injuries that meet eligibility requirements under State of Vermont Workers' Compensation Laws will be charged to time off allowed under this policy.

Supplemental family/medical leave will run concurrently with Workers' Compensation leave.

Bargaining unit employees claiming Workers' Compensation benefits will have the supplemental family/medical leave coordinated on their behalf by the Employee Health Department.

I. Benefit (Refer to chart in Appendix 2):

During an approved supplemental family/medical leave, the Hospital will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the bargaining unit employee's portion of the benefit cost is not received as instructed. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on approved supplemental family/medical leave. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the supplemental family/ medical leave.

J. Job Protection:

With some exceptions, a bargaining unit employee, whose supplemental family/medical leave does not exceed the leave allotment, will return to an equivalent or former position upon completion of the leave. The bargaining unit employee will return with equivalent pay, benefits and other terms and conditions of employment existing on the day the leave began as long as such benefits are still provided by the Hospital.

K. Return to Work:

A bargaining unit employee should contact her/his manager and the Employee Health Department at least two (2) weeks or as soon as practicable prior to the scheduled return date. Annual performance planning and performance appraisals that are scheduled to occur while the bargaining unit employee is on supplemental family/medical leave will be rescheduled by the bargaining unit employee's manager within thirty (30) days of the bargaining unit employee's return.

L. Failure to Return:

If a bargaining unit employee fails to return to work upon completion of supplemental family/medical leave, she/he will be considered as having voluntarily terminated. In the event that a bargaining unit employee fails to return to work upon completion of supplemental family/medical leave, the Hospital may recover from the bargaining unit employee the cost of any payments made to maintain the bargaining unit employee's benefits except where the bargaining unit employee does not return because of the continuance, recurrence or onset of a serious health condition or other circumstances beyond the bargaining unit employee's control.

Article 36 – Short-Term Family Leave

A. Eligibility:

To be eligible for Short Term Family Leave, a bargaining unit employee must have been continuously employed by the Hospital for a period of one (1) year for an average of thirty (30) hours per week.

B. Notification Period:

Provided that notice requirements are met, eligible bargaining unit employees may be granted a leave of up to four (4) hours in any thirty (30)-day period not to exceed twenty-four (24) hours within a rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any Short Term Family Leave .

C. Use:

Leave may be provided for the following purposes:

1. To participate in preschool or school activities directly related to the academic advancement of the bargaining unit employee's child, step- child, foster child or ward who lives with the bargaining unit employee, such as a parent-teacher conference.

2. To attend or accompany the bargaining unit employee's child, step- child, foster child or the bargaining unit employee's parent, spouse or civil union partner, or parent of the bargaining unit employee's spouse or civil union partner or ward who lives with the bargaining unit employee ("immediate family") to routine medical or dental appointments.
3. To accompany the bargaining unit employee's parent, spouse or civil union partner, or parent of the bargaining unit employee's spouse or civil union partner to other appointments for professional services to their care and well-being.
4. To respond to a medical emergency involving the bargaining unit employee's immediate family.

D. Notification Process:

If the need for Short Term Family Leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally seven (7) days). Bargaining unit employees may give less than seven (7) days notice only in the case of an emergency. It is considered an emergency if waiting seven (7) days could have a significant adverse impact on the bargaining unit employee's family member. Bargaining unit employees are required to take at least two (2) hours of leave at any one time. The bargaining unit employee should first inform her/his manager regarding the Short Term Family Leave request, if possible.

E. Paid Leave:

A bargaining unit employee may elect to use CTO time or be unpaid during their Short Term Family Leave. Due to the nature of Short Term Family Leave, benefits are not affected with the exception of CTO accrual should the bargaining unit employee choose to be unpaid during Short Term Family Leave.

Article 37 – Military Leave

A. Eligibility:

As required by law, regular bargaining unit employees ordered to military/ uniform duty will be granted a leave of absence for the period of service time, including a reasonable period between leaving her/his job and entering military service and a reasonable period between her/his release from service and her/his return to work.

B. Notification:

A bargaining unit employee with active reserve commitments must inform her/his manager of the anticipated period of service as early as it is known and not later than at the time she/he receives military orders.

C. CTO:

A bargaining unit employee who has an annual reserve commitment may elect to be paid Combined Time Off (CTO) hours during the period of active duty or take an excused absence without pay, or a combination of both. It is the bargaining unit employee's responsibility to inform the Hospital whether to use CTO time. If the Hospital is not informed, available CTO will not be used.

D. Benefits (Refer to chart in Appendix 2):

1. For the first thirty (30) days of military leave, the Hospital will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the bargaining unit employee's portion of the benefit cost is not received as instructed.
2. On the thirty-first (31st) day of military leave, Hospital sponsored life insurance and short and long-term disability programs cease. If the bargaining unit employee wishes to retain coverage, she/he can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of military leave, the bargaining unit employee can maintain medical, dental, vision and healthcare reimbursement account through COBRA as for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the bargaining unit employee's payment for the benefit cost is not received as instructed.
3. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on military leave. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the military leave.

E. Seniority:

As required by law, a bargaining unit employee returning from completion of active duty shall be reinstated with preservation of seniority the bargaining unit employee had accrued when the military leave commenced.

F. Pay Increases:

Upon a bargaining unit employee's return from military leave, the bargaining unit employee will receive any general pay increases that may have been implemented while on leave.

G. Reinstatement:

As required by law, the bargaining unit employee, upon completion of active duty, will be returned to her/his previous position or to another comparable position if her/his application has been received within ninety (90) days after completion of military/uniform service; or within thirty-one (31) days after completion of initial active duty for training of not less than three (3) months; or release from service-connected hospitalization continuing after discharge for a period of not more than two (2) years.

Article 38 – Short Term Leaves of Absence

A. Reasons:

Short Term Leaves of Absence may be granted to regular full and part-time bargaining unit employees who have completed one year of service for the following:

1. **Volunteering:** A bargaining unit employee may request a leave of absence, up to ten (10) consecutive days per calendar year, to volunteer in support of any charitable organization as defined in Section 501(c) (3) of the IRS Code. To be eligible for this program, time must be taken in full day increments. Bargaining unit employees may choose to use CTO or be unpaid.
2. **Election to the State Legislature:** Any bargaining unit employee who, in order to serve as a member of the Vermont General Assembly, must leave a full-time or part-time position will be granted an unpaid leave of absence to perform any official duty in connection with her/his elected office. To be eligible for re-employment, the bargaining unit employee must return to work immediately following the completion of her/his legislative session. A bargaining unit employee who is elected to the General Assembly must notify Human Resources and her/his manager in writing within ten (10) days of winning the election.
3. **Educational Leave of Absence:** An unpaid leave of absence for educational opportunities that promote a bargaining unit employee's growth and development at the Hospital may be granted for up to twenty-four (24) months at accredited educational institutions. Prior to the leave of absence and at the start of each academic semester of the leave, the bargaining unit employee must provide proof of enrollment.
4. **Health Service: Underdeveloped Areas or Disadvantaged People:** An unpaid leave of absence for up to twelve (12) months may be granted to participate in health services for

the benefit of underdeveloped areas or disadvantaged people. Only one leave of up to twelve (12) months is permitted every three (3) years.

5. Professional Work Experience/Expertise: An unpaid leave of absence of up to twelve (12) months may be granted to a bargaining unit employee with five (5) or more years of consecutive full-time or part-time service, upon proof of employment in a health care related position to gain additional professional expertise. Only one (1) leave of up to twelve (12) months is permitted every five (5) years.
6. Personal Leave of Absence: Up to six (6) months of unpaid leave may be granted in the event of personal circumstances and personal emergencies. Unpaid absence will not be allowed unless all CTO has been used, except in cases of approved medical and/or family leave.

B. Process:

A bargaining unit employee requesting a leave of absence will complete a Request for a Leave of Absence Form. A bargaining unit employee's direct supervisor will consider each request on an individual basis using criteria in section A of this article as a guideline, then forward the request to the Department Manager for final approval. Requests will be evaluated based on a number of criteria, including past work performance, seniority, needs of the Department and the nature of the request. When applicable, the bargaining unit employee must provide proof of participation in a sanctioned program. Request for a leave of absence will not be unreasonably denied.

C. Benefit Provisions (Refer to chart in Appendix 2):

1. For the first thirty (30) days of an approved leave of absence, the Hospital will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay his or her portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the bargaining unit employee's portion of the benefit cost is not received as instructed.
2. On the thirty-first (31st) day of an approved leave of absence, Hospital sponsored life insurance and short and long-term disability programs cease. If the bargaining unit employee wishes to retain coverage, she/ he can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of leave, the bargaining unit employee can maintain medical, dental, vision and healthcare reimbursement accounts through COBRA as instructed by the Hospital. The bargaining unit employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the bargaining unit employee's payment for the benefit cost is not received as instructed.

3. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on approved leave of absence. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the leave of absence.

D. Employment Status:

(Refer to chart in Appendix 2)

E. Return:

If the bargaining unit employee is unable to return to work within the approved leave time, she/he must request an extension in writing to the Chief Human Resources Officer. Each request will be considered on an individual basis. Requests for an extension for unpaid leave of absence will not be unreasonably denied. Bargaining unit employees not returning within the approved leave time will be considered as having voluntarily terminated from the Hospital.

Article 39 – Discipline & Discharge

A. No bargaining unit employee, except for bargaining unit employees in a probationary period, shall be disciplined or discharged except for just cause.

B. The Hospital will permit a VFNHP steward to be present during an investigatory interview according to Weingarten standards developed by the National Labor Relations Board. The manager or supervisor shall notify the bargaining unit employee that they may have a VFNHP representative present prior to or during any conversation, interview, or investigation that, in the reasonable opinion of the manager/supervisor, could result in progressive discipline or necessitate some form of disciplinary documentation in a personnel file.

C. A bargaining unit employee shall be informed of the right to have a VFNHP steward or a VFNHP representative present whenever the employee is to be informed of a decision to issue a written warning, suspension or termination. In the event no VFNHP steward is available, the Hospital may impose the discipline but must meet with the bargaining unit employee and a steward as soon as practicable. Meetings shall be conducted in the spirit of mutual respect. A copy of the disciplinary action shall be given to the VFNHP steward at the end of the conference.

D. Disciplinary actions involving written warning, suspension and termination only are subject to arbitration.

E. The Hospital will provide the VFNHP with a courtesy copy of written discipline.

Article 40 – Grievance & Arbitration

A. Scope and Process

1. Any disagreement or dispute between the VFNHP and the Hospital involving the application or interpretation of this Agreement shall be defined as a grievance and processed according to the procedures contained in this Article.
2. It is the intention of the parties to attempt to resolve grievances at the lowest level. Issues should be presented as quickly as possible in order to try to resolve the problem. When an issue remains unresolved after verbal discussions (Step 1), it is reduced to writing.
3. The VFNHP and the Hospital agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of the Hospital.
4. Grievance meetings or other conferences to discuss settling disputes, which require the attendance of bargaining unit employees, shall be scheduled immediately before, during or after the bargaining unit employees' scheduled shift.

B. Time Limits

1. The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing.
2. Failure of the grievant to abide by the time limitations of this Article shall preclude any subsequent filing or processing of the grievance. Failure of the party against which the grievance was filed to meet one deadline under this Article shall be considered a denial of the grievance that permits the grievant to appeal to the next step as appropriate. Failure of the party against which the grievance was filed to meet a second deadline shall be deemed granting of the grievance.

C. Format

All grievances that are reduced to writing shall be presented on a completed grievance form, which shall contain:

1. The date of the Step 1 verbal grievance and the name of the manager/VFNHP Officer to whom it was presented.

2. Attached statement of the facts upon which the grievance is based.
3. The section or sections of this Agreement that may have been violated.
4. The remedy or correction which is desired to be made; and the aggrieved party may not add to the sections of the Agreement, which were allegedly violated or the remedy after the request for arbitration. Similarly, the Arbitrator may not find contract violations or impose a remedy in excess of that which was set forth in the aggrieved party's written presentation at Step 3.

D. Steps

Step 1

Verbal grievances filed by the VFNHP shall be presented to the grieving bargaining unit employee's immediate supervisor. If no settlement is reached at Step 1, the grievance must be reduced to writing.

Step 2

Written grievances filed by the VFNHP will be presented to the supervisor of the bargaining unit employee's immediate supervisor. Written grievances filed by the Hospital shall be presented to the Chief Steward or designee. Written grievances must be presented within ten (10) business days (business days are defined as Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays as outlined in Article 25) of when the grieving party knew or should have known of the occurrence giving rise to the grievance. A meeting will be held and a response given within seven (7) business days after the grievance was filed.

Step 3

If no settlement is reached at Step 2, grievances filed by the VFNHP shall be presented to the Chief Nursing Officer or designee. Grievances filed by the Hospital will be presented to the VFNHP President or designee. A meeting will be held and a response given within seven (7) business days after receiving a response from Step 2.

Step 4

If the response to Step 3 is unsatisfactory, the grievance must be filed for arbitration within thirty (30) business days of the response from Step 3. Unless agreed to by the parties, each grievance will be arbitrated separately.

Arbitration will be conducted in accordance with American Arbitration Association procedures. If both parties agree, The Labor Relations Connection may be used to select an arbitrator for any individual arbitration.

The Arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law.

The decision or award of the Arbitrator shall be final and binding.

The parties shall share all fees and expenses of the arbitrator equally. Each side shall pay the cost of preparation and presentation of its own case, including attorneys' fees.

A grievance concerning a discharge must be filed initially at Step 2, or, if either party so requests, it will be heard initially at Step 3.

The Hospital will pay for time spent by one (1) VFNHP Steward at Step 2 and Step 3 grievance meetings.

A grievance, which the representatives designated in Steps 1 or 2 lack authority to settle, may be initially filed at the next step.

Article 41– No Strike / No Lockout

A. There shall be no strikes or lockouts during the term of this Agreement unless negotiated as part of individual articles of this agreement.

B. The VFNHP will not call or sanction any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work, or engage in any picketing at any facility where the Hospital employees work during the period of this Agreement. The Hospital agrees that there will not be a lockout of bargaining unit employees during the period of this Agreement.

C. Should a strike, sympathy strike, slowdown, or other concerted stoppage of work occur, whether or not called or sanctioned directly or indirectly by the VFNHP, the VFNHP, acting through all of its officials, within twenty- four (24) hours of a request by the Hospital shall:

1. Publicly disavow such action by the bargaining unit employees.
2. Advise the Hospital in writing that such action by bargaining unit employees has not been called or sanctioned by the VFNHP.

3. Post notices on VFNHP bulletin boards that the VFNHP disapproves such action and instructs bargaining unit employees to return to work immediately.

D. The Hospital shall have the right to discharge for cause any or all bargaining unit employees who incite, induce or participate in a violation of any of the provisions of this Article, subject to the grievance or arbitration procedures for the sole purpose of ascertaining whether the bargaining unit employee incited, induced or participated in a conduct prohibited by this Article.

Article 42 – Personnel Files

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

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

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

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.
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.

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 Committee.

The Safe Mobility Program 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. 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.

Article 44 – Planning for the Future

In the instance of a change in status of the Hospital, and to the extent not otherwise addressed in this Agreement, the Hospital agrees to bargain all effects of the impact of potential sales, mergers, acquisitions, consolidations, future facilities, expansion, and employer initiatives through PPOs or HMOs on bargaining unit employees.

The Hospital agrees to act lawfully under the obligations prescribed under the WARN Act. When the employer considers a plan with respect to any of the foregoing issues, the Hospital shall inform the VFNHP at least ninety (90) days prior to the implementation of the plan and offer to discuss promptly the potential impact on the bargaining unit. Failure to complete discussions prior to implementation shall not prohibit the Hospital from implementation. However, the VFNHP shall have the right to negotiate all effects retroactive to the implementation.

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.

Article 46 – Labor Management Committee

The Hospital recognizes that, due to their specialized education and experience, the bargaining unit employees covered by this Agreement have a unique contribution to make towards maintaining and improving nursing care at the Hospital, and that, therefore, procedures should be developed whereby the views and recommendations of the bargaining unit employees are sought.

Labor-Management Committee

A joint Labor-Management Committee shall meet and confer on issues of mutual concern related to patient care and to facilitate an ongoing collaborative relationship between the parties. These issues shall include, but are not limited to, floating requirements, professional development, performance improvement, staffing, health and safety, and non-nursing duties. It shall be comprised of up to three (3) RN representatives designated by the VFNHP, two (2) LPN bargaining unit employees designated by the VFNHP, one (1) APRN designated by the VFNHP and six (6) management representatives designated by the Chief Nursing Officer. Representatives may designate an alternate for meetings they are unable to attend.

The committee shall meet every month, unless otherwise agreed, at a standing time that the committee members select.

Unless otherwise mutually agreed, each meeting shall last no more than ninety (90) minutes and shall be considered work time.

Items for the agenda for each meeting shall be prepared in advance and sent to the co-chairs of the committee, who will finalize the agenda and send out to all members of the committee at least seven (7) days before the meeting.

VFNHP and Management teams shall each designate one chairperson. The minutes will be jointly approved and forwarded within seven (7) days of each meeting and shall be posted.

Joint Labor Relations Training

The parties agree to collaborate on providing joint labor relations training for managers and union stewards on days and times agreed upon by the parties. The goal will be to provide training every 6 months with one session for new manager/stewards and a second session for new and existing managers to discuss specific articles in detail. Prior to such trainings, the parties will work together to develop the content and organize the presentation. Both parties will agree to the content and presentation prior to each session.

Article 46A - Advance Practice Provider Committee

The parties agree that the VFNHP and Hospital will maintain a committee to facilitate discussion and address items which impact and relate to APRN clinical practice. The Advanced Practice Provider Committee will be populated by 6 APRNs, 6 PAs and 3 members of Hospital management. The Hospital will select the PA and management representation; the VFNHP will select APRN representation. Committee membership will be rotated on a 2 year alternating basis. This committee will meet no less than monthly with the objective and purpose of providing input and recommendations on:

- Support of work at clinic/unit based level
- Collaboration of clinical practice
- Link to Nursing hierarchy
- OPPE/Clinical Evaluation
- Scheduling Process
- Precepting students
- Allocation of administrative time
- Providing education and communication on current topics
- Planning/Facilitation of Quarterly APP Forum
- APP Lead Roles/Structure
- Collaboration agreements

APRNs participating in the committee will be released from clinical duties to attend committee meetings and will not be required to make up such time. Recommendations will be mutually decided upon by the committee members.

Article 47 - Clothing

If uniforms are required for bargaining unit employees, which includes apparel of distinctive design or color, and are not useable or suitable in other healthcare or business settings, the Hospital will provide reasonable uniforms at no cost to the employee. Bargaining unit employees may be required to clean and maintain uniforms consistent with current practice.

Article 48 – Maintenance of Standards

The Parties recognize that not all matters can be covered by this collective bargaining agreement and if any issues arise affecting the wages, hours, or working conditions of the bargaining unit employees that is not covered by this agreement, the parties agree to meet and bargain over the matter within five (5) business days of notice to either party of the issue not covered and the party's intention to bargain over the matter.

Article 49 – Separability

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

In the event that any article or section of this Collective Bargaining Agreement is held invalid or the enforcement of or compliance with any article or section of the Agreement has been restrained under the above paragraph, upon mutual agreement of the parties to this Collective Bargaining Agreement, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

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. 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.

LPN Clinical Ladder Side Letter

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

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).

De-Escalation and Workplace Safety Trainers Side Letter

UVMMC 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.

Community Health Nurses Side Letter

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.

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 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.

Election Procedures Agreement

The University of Vermont Medical Center (UVMMC, or Employer) and the Vermont Federation 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 UVMMC employees. VFNHP shall serve a copy of the petition on UVMMC 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.

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 agreement between VFNHP and the Employer. This provision shall survive termination of this Agreement.

Exhibit A - 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.

Appendix 2 - Benefit and Employment Status During Family and Medical Leaves

	Family/Medical Leave (FMLA)	Supplemental Family/Medical Leave	Short Term Family Leave
Duration Of Leave	Up to 12 weeks during the rolling twelve (12)-month period measured backward from the date the employee begins any family/medical leave	Up to 4 weeks during the rolling twelve (12)-month period measured backward from the date the employee begins any family/medical leave	Up to four (4) hours in any thirty (30)-day period not to exceed twenty- four (24) hours within a rolling twelve (12)-month period measured backward from the date the employee begins any Short Term Family Leave
Years Of Service (Seniority) Retained	Yes	Yes	Yes
Required To Use CTO During Leave	No	No	No
Required CTO Cash Out While On Leave	No	No	No
Retain ESB Bank While On Leave	Yes	Yes	Yes
Retain Life And Short Term And Long Term Disability Coverage While On Leave	Yes	Yes	Yes
Retain Medical, Dental, Vision And Reimbursement Accounts While On Leave	Yes	Yes	Yes
COBRA Benefits While On Leave	No	No	No

Personal And/Or Employer Contributions In 403(b) Plan Continue While On Leave	Yes, if CTO, ESB or Short term disability payments are made through Payroll. No, if leave is unpaid or payments are made through LTD or Workers' Compensation.	Yes, if CTO, ESB or Short term disability payments are made through Payroll. No, if leave is unpaid or payments are made through LTD or Workers' Compensation.	Yes if CTO is used
Job Held While On Leave	Yes	Yes	Not Applicable
Returned To Equivalent Or Former Position Upon Return	Yes	Yes	Not Applicable
Go Through Re-Hire Process To Return To Work	No, required to return to former or equivalent position upon return from FMLA	No	Not Applicable

Appendix 3 – Chart of Benefits and Employment Status During Leaves of Absence

	Volunteering	Military Leave	Unpaid Personal Leave	Health Service Leave	Educational Leave	Professional Work Experience	Election To State Legislature
Duration of Leave	Up to 10 consecutive days per calendar year	Based on duration of active duty.	Up to 6 months	Up to 12 months	Up to 24 months	Up to 12 months	Completion of legislative session
Years of Service (Seniority) retained	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Required to use CTO during Leave	No	No	CTO must be used before taking leave	No	No	No	No
Required CTO Cash Out while on Leave	No	No	CTO must be used before taking leave	Yes, if leave is more than 30 days	Yes, if leave is more than 30 days	Yes, if leave is more than 30 days	No
Retain ESB Bank while on Leave	Yes	Yes	Yes, if leave is 30 days or less. Bank is lost on 31st day.	Yes, if leave is 30 days or less. Bank is lost on 31st day.	Yes, if leave is 30 days or less. Bank is lost on 31st day.	Yes, if leave is 30 days or less. Bank is lost on 31st day.	Yes
Retain Life and Short Term and Long Term Disability coverage while on Leave	Yes	Yes, if leave is 30 days or less. Coverage end on 31st day.	Yes, if leave is 30 days or less. Coverage end on 31st day.	Yes, if leave is 30 days or less. Coverage end on 31st day.	Yes, if leave is 30 days or less. Coverage end on 31st day.	Yes, if leave is 30 days or less. Coverage end on 31st day.	Yes
Retain Medical, Dental, Vision and Reimbursement Accounts while on Leave	Yes	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30 day leave period.	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30- day leave period	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30- day leave period	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30- day leave period.	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30- day leave period.	Yes
Retain 403(b) contributions while on leave	Yes	Yes, only if CTO is used.	No	Yes only if CTO is used.	Yes only if CTO is used.	Yes only if CTO is used.	Yes only if CTO is used.
COBRA Benefits while on leave	No	Yes, beginning first of month following 30 day leave	Yes, beginning first of month following end of 30-day leave period.	Yes, beginning first of month following end of 30-day leave period	Yes, beginning first of month following end of 30-day leave period	Yes, beginning first of month following end of 30-day leave period	No

		period.					
Job Held while on leave	Yes	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, same or comparable job within cost center
Job Re-filled while on leave	No	Yes, if leave is 30 days or more.	Yes, if leave is 31 days or more.	Yes, if leave is 31 days or more.	Yes, if leave is 31 days or more.	Yes, if leave is 31 days or more.	No
Returned to same or comparable position upon return	Not Applicable	Yes	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, in same cost center
Go through re-hire process to return to work	Not applicable	No, required to place in same or comparable job within 5 years.	Yes. If leave is 31 days or more first preference for vacant positions for which the employee is qualified.	Yes. If leave is 31 days or more first preference for vacant positions for which the employee is qualified.	Yes. If leave is 31 days or more first preference for vacant positions for which the employee is qualified.	Yes. If leave is 31 days or more first preference for vacant positions for which the employee is qualified.	Not Applicable

Appendix 4 - Nursing Clinical Divisions

Division A	Division B	Division C
Primary Care Internal Medicine Health Care Service	Rehab 1 & Rehab 2	OR (ACC – MCHV)
Family Medicine Health Care Service	Psychiatry Shep 3 South & Shep 6	Surgical Procedures (ACC – MCHV)
Children’s Health Care Service	Shep 3	OR/Special Procedures (FA)
Medicine Health Care Service	Shep 4	PACU (MCHV & FA)
Neurology Health Care Service	Shep 5	Interventional Radiology
Surgery Health Care Service	Baird 3	SICU / PICU
Orthopedics & Rehabilitation Health Care Service	Baird 4	MICU
Women’s Health Care Service	Baird 5	NICU
Cancer Services	Baird 6	Emergency Department
Hospital Based Health Care Service	McClure 5	Cath Lab
Vermont Dept of Health	McClure 6	EPS Lab
Community Health Improvement	IV Team	McClure 7 Birthing Center
	Dialysis	PPR / Cardio Vascular Unit
	Resource	Echo Lab
	Pre Op	Cardiac Stress Lab
	Endoscopy	
	Office of Clinical Trials	
	Baird 7	
	Research Nurses in Individual Health Care Services	

Appendix 5 – Benefits Memo

Mari Cordes, RN, President
Vermont Federation of Nurses and Health Professionals
UP AFT VT, AFL-CIO, Local No.5221
308 Pine Street
Burlington, VT 05402

Re: FlexCare Benefit Program and Retirement Plan

Dear Mari:

The following changes will be made to the FlexCare Benefit Program referred to in Article 30 of the collective bargaining agreement between FAHC and the union. Unless otherwise noted, changes will become effective on January 1, 2013.

Staff-paid optional life insurance rates will be reduced by 42.4%

In the group medical plan, the following changes will be made to the prescription drug coverage:

- At FAHC OP Pharmacies, reduce the generic drug copay from \$10 to \$0 for 30 day supply; reduce copayment for generic 90 day supply from \$20 to \$0.
- At non-FAHC retail pharmacies, increase copayments for 30 day supplies of preferred and non-preferred drugs by \$5 to \$30 and \$50 respectively.
- At Cigna mail-order pharmacy, increase copayment for 90-day supply of preferred and non-preferred drugs by \$10 to \$60 and \$100.
- Implement Step Therapy for prescription drugs. Step Therapy would require the use of a generic drug and a preferred drug – when available and in either order – before moving to a tier 3 non-preferred drug.
- Reduce employee-rate benefit continuation from 24 months to 12 months when an employee is approved for long-term disability. This reduction would only be effective for disabilities beginning on or after October 1, 2012.

The following change will be made to the 403(b) retirement plan described in Article 31 of the collective bargaining agreement between FAHC and the union. Upon six months of employment, newly hired employees will be automatically enrolled for 3% personal salary deferrals, thereby qualifying for the maximum employer match of 2%, unless the bargaining unit employee signs a waiver indicating that they do not want to make the 3% deferral. Employees would have an additional 90 day “unwind” period in which to withdraw the money, without penalty, if they choose not to make the 3% deferral. This change will be effective on October 1, 2012.

Sincerely

Paul Macuga
Senior Vice President, Human Resources

I agree with and accept the terms of this letter.
Mari Cordes, RN President VFNHP

Execution of Contract

Peg Goggin MSN, RN CNO
University of Vermont Medical Center

09.29.2022
Date

Deb Snell, President
Vermont Federation of Nurses and Health Professionals

9/29/2022
Date