

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 all of its facilities, located in the State of Vermont at: ~~Medical Center Campus, 111 Colechester Avenue, Burlington; University Health Center, 1 South Prospect Street, Burlington; Fanny Allen Campus, 790 College Parkway, Colechester; Colechester Family Practice, 883 Blakely Road, Colechester; Given Health Care Center at the Brickyard, 87 Main Street, Essex Junction; Milton Family Practice, 28 Center Drive, Milton; UVMHC Cardiology, Tilley Drive, South Burlington; Vermont Department of Health at Cherry Street; Cardiac Rehabilitation at Tilley Drive, South Burlington; Williston Satellite Primary Care, Pediatrics, OB/GYN, 353 Blair Park Road, Williston; CVH Renal Dialysis Unit, Central Vermont Hospital, Fisher Road, Berlin; Community Health Improvement, 128 Lakeside Avenue, Burlington; Aesculapius, 1 Timber Lane, South Burlington; Rutland Satellite Dialysis, Rutland Hospital, 190 Allen Street, Rutland; Urology Associates at St. Albans, 6 Crest Drive, St. Albans; Renal Services at St. Albans, Crest Drive, St. Albans; South Burlington Family Practice, 1 Timberlane, South Burlington; Berlin Family Practice, 130 Fisher Road, Berlin; Radiology at Aesculapius, 3 Timber Lane, South Burlington; Renal Dialysis at Bennington, Southwest Medical Center; Renal Dialysis Services, Joy Drive, Burlington; Green Mountain Eye Center, Courthouse Plaza, Burlington; Pain Management, Tilley Drive, South Burlington; Surgery, Plattsburgh; Plastic Surgery, Water Tower Hill, Colechester; UVMHC ENT, Central Vermont Hospital, Berlin; Berlin Eye Center, Airport Road, Berlin; Cardiology, Cobblestone Health Commons, St. Albans; Hinesburg Family Practice; Orthopedic Specialty Center, 192 Tilley Drive, South Burlington; Genetics, 112-114 Colechester 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 all of its facilities, located in the State of Vermont at: Medical Center Campus, 111 Colechester 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; UVMHC ENT, Central Vermont Hospital, Berlin; Berlin Eye Center, Airport Road, Berlin; Cardiology, Cobblestone Health Commons, St. Albans; Hinesburg Family Practice; Orthopedic Specialty Center, 192 Tilley Drive, South Burlington; Genetics, 112-114 Colechester Avenue, Burlington; but excluding all other employees, confidential employees, casual employees, guards and supervisors as defined in the Act.

UVMHC will notify VFNHP within 30 days of any additional clinics or practices they may acquire in which bargaining unit members are employed.

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

Vicki Stegel TA
4/17/24

TA

UVMMC Proposal 4/3/2024

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. To the extent permitted by applicable law, eEach 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.

UVMMC
Vicki Stetzel
6/26/24

VFNHP
Deb Sull
6/26/24

TA

UVMMC Proposal 4/3/2024

Article 5 - Information

2. The Hospital shall electronically provide the VFNHP on the Wednesday before the following Monday's New Employee Orientation, an initial-working Excel file with the following information on all New Hires and employees transferring into the Bargaining Unit-. In addition, on the day of New Employee Orientation, UVMMC will provide an updated file intended to capture all Employee Work Email Addresses and other last minute additions.

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

UVMMC
Vicki Stetzel
4/26/24

VFN AP
Dwb Snell
4/26/24

TA

UVMMC Proposal, 4/3/2024, 6/28/2024, 7/8/24

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, sexual orientation, gender, gender identity or expression, pregnancy, ancestry, place of birth or age, disability, physical or mental condition, HIV status, military service or status as a military veteran as defined under applicable law, marital status, ~~sexual orientation,~~ political views, or protected union/VFNHP activities/membership, genetic information, health coverage status, assertion of or attempt to assert a claim for workers' compensation benefits, exercise of rights under parental and family leave laws, citizenship status, or crime victim status, as these terms are defined under applicable law or on any other characteristic protected by law. The parties further agree that if any State, federal, or local law applicable to bargaining unit employees is amended to include additional protected characteristics, those additional protected characteristics shall be considered incorporated into this Article.

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.

UVMMC
Vivki Stetzel
7/8/24

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TA

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 canceled 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.

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:
3. 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.

4. 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.

J. Minimum Per Diem Positions

- A. Except as provided below, 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.
- B. Each ambulatory clinic, including dialysis locations, shall have a minimum of one (1) per diem bargaining unit RN position. Ambulatory clinics with at least 10 bargaining unit LPN/RN FTEs per cost center shall have a minimum of two (2) per diem bargaining unit RN positions. Each of the above ambulatory cost centers with more than ten (10) bargaining unit LPN/RN FTEs will have an additional bargaining unit RN per diem position for every four (4) additional bargaining unit LPN/RN FTEs above 10. This language will not diminish existing practice.

K. 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.

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TA

UVMC 6.26.24 Counter to VFNHP 5.29.24 counter to UVMC 5.29.24 (given verbally 5/29)

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 UVMC Preceptor Workshop.~~ The assigned primary preceptor is defined as the bargaining unit employee assigned to oversee the ~~full~~ orientation of another employee; including an employee on orientation, a new traveler in the department, or a new charge nurse. When available, bargaining unit employees will be prioritized over travelers to fulfill the preceptor role. All bargaining unit employees scheduled as preceptors will have the opportunity, at their manager's discretion, to attend the established UVMC Preceptor Workshop. If a bargaining unit employee is asked or assigned to fill the role of the assigned primary preceptor, but has not yet taken the preceptor class, the differential will still be paid. Hours spent in the training program will be worked hours.

The Preceptor Differential does not apply for existing employees getting training, nursing students or a refresher period for an existing employee.

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.

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6/27/24

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 at UVM Medical Center~~ 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:
 - c. 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.~~

TA
Vicki Stegel
4/17/24

TA

UVMMC Proposal, 5-15-2024, 6-12-2024, 6-26-2024, 6-27-2024

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 with individual Agency nurses may be renewed so long as one of the above restrictions remains satisfied, for not more than four (4) consecutive contracts or one calendar year, whichever is less. If needed, UVMMC may extend the Agency nurse for one more contract not to exceed 16 weeks after consulting with the Union. Any further extensions must be agreed to by the Union. Agency nurses who have met their maximum allowed consecutive contracts may return as contracted staff after a nine-month hiatus. 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, then to part time employees per Article 23, Section XX.

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6/27/24

UVMMC
Duke Smith
7/8/24

TA
UVMHC
Vicki Stetzel
7/3/24

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 [reject changes, keep status quo]

1. When workload permits, ~~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, ~~may, if workload permits~~, must receive a thirty (30) minute unpaid meal period, without work responsibility, as UVMHC may assign ~~as the Hospital may assign~~.
3. A bargaining unit employee will be compensated at two-times (2x) ~~the~~ bargaining unit employee's regular rate ~~regular rate~~ hourly base rate if a bargaining unit employee isn't offered a meal break within the first seventy-five percent (75%) of his/her shift OR must forgo a meal period due to the Hospital's operating requirements. If a bargaining unit employee has not been offered a meal break within the first seventy-five percent (75%) of their shift, they will have the choice whether to take an unpaid meal break or to continue working and get paid. 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.

VFNHP
7/8/24
D. B. S. M.

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. Ambulatory clinics with committed Per Diems will offer open shifts to committed Per Diem staff first. 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,
6. Bargaining unit employees will not be scheduled for four (4)-hour shifts without consulting the bargaining unit employee their consent.

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. APRNs will have a minimum of twenty percent (20%) of committed hours for indirect patient care and/or administrative tasks.

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.

UVMHC Counter to VFNHP 4/3/2024, 5-15-2024, 6-27-2024, 7-1-2024

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.

N. APRN Weekend clinic coverage:

- ~~1. APRNs employed in the UVMHC family medicine group will contribute to the staffing of the weekend clinic, which serves patients at 1 South Prospect St from 8a-4p on Saturdays, and 8a-12p on Sundays.~~
- ~~2. New hires will be exempt from this requirement for 18 months from the date of hire. Additionally, an orientation will commence at one year in order to prepare providers to staff the clinic.~~
- ~~3. Each APRN will be responsible for weekend session coverage proportional to their standard weekday workload. Ex: an APRN that is 1.0 FTE sees patients in clinic for eight, 4-hour sessions per week and would be responsible for eight weekend sessions per calendar year.~~
- ~~4. Differentials will be applied to each APRNs pay for weekend sessions per Article 23. In order to maintain established weekly work hours, a compensatory ("comp") session away from usual clinic responsibilities will be offered in the current or adjacent pay period for each weekend session worked. Advance notice and coordination with site supervisors will be necessary to accommodate this.~~
- ~~5. Adequate support staff (rooming, RNs, admin/scheduling) will be provided as determined by the work of the Ambulatory Weekend Clinic Side letter (below)~~
- ~~6. As the weekend clinic introduces variables including unfamiliar resources, staff, patients, and facilities, any visit quantity beyond 3 per hour will require provider approval to ensure safe patient care.~~

UVMMC Counter to VFNHP 4/3/2024, 5-15-2024, 6-27-2024, 7-1-2024

O. Clinical Nurse Leaders

A Clinical Nurse Leader will be allowed to work remotely one day per pay period

P. Remote Ambulatory RN Triage Side Letter:

1. The parties agree to work together to create a joint committee, consisting of an equal number of Ambulatory Triage RN's, Ambulatory Resource Pool RN's, and Hospital representatives, to revise the Remote Ambulatory RN Triage Project Workgroup Recommendations.
- ~~2. Agreeing to this side letter shall also include a review of the structure and implementation of the Ambulatory Resource Pool by the same appointed committee.~~
- ~~3.2.~~ This committee shall have its first meeting be identified, organized, and implemented no later than three months after ratification of this contract.

Q. Ambulatory Primary Care Weekend Clinic Side Letter:

1. The parties agree to work together to create a joint committee, consisting of an equal number of Primary Care APRNs, ~~Ambulatory Triage~~ RN's, ~~Ambulatory~~ LPN's, Ambulatory Resource RN's, and Hospital representatives to:
 - Create a Primary Care Ambulatory Combined Weekend Clinic Unit Staffing Collaborative
 - ~~■ Review and revise the Ambulatory Weekend Clinic~~
2. This committee shall be identified, organized, and have its first meeting implemented no later than three months after ratification of this contract.

TA

UVMMC
Vicki Stogel
7/8/24

VFUHO
Debra Sneed
7/8/24

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.
- a. The unit seniority sign-up period will begin September 1st and conclude on October 31st. The CTO request book will have a calendar from January 1st through December 31st that will be made available for requests for vacations/CTO.

CTO requests previously granted under the former two book trial system shall not be rescinded or altered in any way by management or bargaining unit employees, except where members are permitted to rescind previously approved time off.

No additional CTO seniority sign up requests will be granted for the period covered by the most recent sign up: 9/1/2024 - 2/29/2025.

The remainder of 2025 Seniority sign-up will begin on 9/1/2024 and conclude on 10/31/2024. The CTO request book will have a calendar from 3/1/2025 through 12/31/2025. The Nurse Manager will review the entries and the CTO book will be available on the unit no later than November 7th, 2024.

The seniority sign up for 2026 and 2027 will follow the process outlined above in 1.a

reject changes in this paragraph; keep all existing language! 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 ~~at least one nurse per shift to receive approved time off. a minimum of 1-2 nurses per shift to receive approved time off.~~ Inpatient and peri-op units with at least ~~50 committed hours nurses~~ 25 FTEs will approve ~~one~~ one two (2) additional nurses off per ~~day~~ day shift. Outpatient and procedural areas shall permit at least one nurse per day to receive approved time off ~~at least one nurse per day to receive approved time off. a minimum of two (2) nurses 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. 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.

TA

UVMHC
Vicki Stegel
7/8/24

Article 18B – Summer Hours CTO Bonus Program – Effective for Summer 2025

Summer Hours Bonus Program for to incentivize employees who agree to work a minimum number of regular scheduled or overtime hours Not Taking CTO Vacations during the program pay periods in June, July and August (based on a 14-week or 7 pay period program duration).

1. Bargaining unit employees who are interested in being considered for the Summer CTO Hours Bonus Program must notify their manager in writing by August 15th of the prior year. ~~Before the beginning of Seniority Sign-Up, m~~ Managers will inform bargaining unit employees if they will be eligible to participate in the Summer CTO Hours Bonus Program by August 31st of the prior year.

- A minimum of one (1) participation opportunity will be offered for every ten (10) bargaining unit FTEs in an inpatient unit cost center or every eight (8) bargaining unit FTEs in a clinic cost center, 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.

1.2. Managers may also offer additional participation opportunities to bargaining unit employees at their discretion. Managers shall notify staff of additional bonus participation opportunities at any time between September 1st of the prior year and April 1st. Upon offering an additional participation opportunity, managers will provide bargaining unit employees a period of no less than 15 days to express their interest in participating in the program. Managers will inform bargaining unit employees if they will be eligible to participate within 15 days after the end of the additional sign-up period.

2.3. Participating A bargaining unit employees must meet the ~~who meets the~~ following eligibility requirements ~~to receive the bonus; 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 Hours Bonus Program prior to the program's start date.
- Are active employees for the duration of the program period.
- Not take more than two (2) consecutive scheduled shifts as CTO in June, July and August Work the predetermined minimum eligible hours based on the employee's FTE Status at the start of the program for each eligible position as detailed in the schedule below.

Program Dates for Summer Hours Bonus Program (2025 – 2027): 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.

VFNHP
7/8/24
Deb Snee

UVMMC Summer Hours Bonus Program Dates

Calendar Year	Program Dates *	Bonus Payout Date *
2025	5/26/2025 to 8/31/2025	10/3/2025
2026	5/25/2026 to 8/30/2026	10/2/2026
2027	5/24/2027 to 8/29/2027	10/1/2027

** projected*

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.~~

Summer Hours Bonus Program Eligibility Schedule
based on 14 week (7 full pay period) program duration

Status	FTE Status in eligible position	Minimum required hours worked */**	Bonus Proration Pct.	Total Bonus Amt
Full Time	1.00	512.0	100.0%	\$ 1,500.00
	0.95	484.0	100.0%	\$ 1,500.00
	0.90	456.0	100.0%	\$ 1,500.00
Part Time	0.85	435.0	85.0%	\$ 1,275.00
	0.80	409.0	80.0%	\$ 1,200.00
	0.75	384.0	75.0%	\$ 1,125.00
	0.70	358.0	70.0%	\$ 1,050.00
	0.65	332.0	65.0%	\$ 975.00
	0.60	307.0	60.0%	\$ 900.00
	0.55	281.0	55.0%	\$ 825.00
	0.50	256.0	50.0%	\$ 750.00
	0.45	230.0	45.0%	\$ 675.00
	0.40	204.0	40.0%	\$ 600.00
	0.35	180.0	35.0%	\$ 525.00
	0.30	153.0	30.0%	\$ 450.00
	0.25	128.0	25.0%	\$ 375.00
0.2 or lower	100.0	20.0%	\$ 300.00	
Per Diem	0.00	416.0	100.0%	\$ 1,500.00

* Worked hours includes all regular scheduled shift and overtime hours

** Additional Incentive Pay based shifts/hours (i.e., SSP, Urgent Pay, Called In, etc.) do not count towards hours

3. worked requirement

~~4. 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.~~

~~5. 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.~~

~~6. 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.~~

~~7.4. Employees meeting all eligibility requirements will receive the bonus amount as outlined in the schedule above. The payment for the Summer Hours ~~B~~vacation time ~~onus~~ will be made in the check following the ~~first-second~~ full pay period after the program is concluded.~~

~~8.5. Per Diem Summer Bonus. Per Diem bargaining unit employees will be eligible for a summer bonus of \$1,500 if they meet ~~all-of~~all 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 1st-of ~~each-the~~ program 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 ~~program pay periods in months of~~ June, ~~July~~July and August (~~based on a 14-week or 7 pay period program duration~~).~~
- ~~• ~~Actually w~~Work 416 ~~regular and OT~~ hours during the months of June, ~~July~~July and August. Credit will be given for any hours not worked because of staffing adjustments made in accordance with Article 20A, Section B. ~~Hours worked on incentive shifts (e.g., SSP, Urgent) or on call shifts will not count towards this total.~~~~

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

~~9.6. Additional Bonus for Night and/or Weekend Shift Work. Any bargaining unit employee who is participating in the Summer ~~CTO-Hours B~~bonus ~~Program~~ will receive an additional \$1,000 ~~bonus~~ if they meet all of the relevant ~~eligibility requirements above-qualifications~~ and a majority (~~greater than 50%~~) of their hours worked during the ~~months of June, July and August~~program period are ~~worked on hours eligible for a night or weekend differential, per the schedule set forth in the Differentials article in this agreement on a night shift and/or a weekend shift.~~~~

TA

UVMVMC
Vicki Stebel
7/8/24

UFWHO
Orla Suen
7/8/27

[NEW] Article 18C

Supplemental Schedule Pay

1. At the discretion of a department leader, Scheduling Supplement Pay ("SSP") can be offered for open holes at the time of schedule posting.
2. SSP will be paid at two (2) times the bargaining unit employee's base rate, but does not include the doubling of any differentials.
3. Committed hour bargaining unit employees will be eligible after meeting their committed hours with a combination of worked or Scheduled CTO. (SSP hours cannot be used to get to committed hours).
4. Per Diem bargaining unit employees must have worked at least 24 non-SSP hours in a pay period to be eligible for SSP. Hours worked as an APRN, or other salaried positions, count towards the 24-hour minimum.
5. Any bargaining unit employee who misses scheduled work is not eligible for SSP pay during that same pay period. However, SSP pay will not be denied for any pay period for up to two absences-a single absence, which does not exceed four and one-half hours in total.
6. If entire shift is identified as SSP then entire shift will be paid as SSP if the requirements above are met.
7. SSP cannot be used to cover vacations or leave of absences that occur after posting of the initial schedule.
8. The awarding of SSP shifts will be on a first come-first serve basis.
9. This will be effective with the next schedule post after contract ratification.

TA

UVMMC
Vicki Steg
7/8/24

UVU HD
Deb Sauer

UVMMC Proposal, ~~5-1-2024~~5-29-2024

Article 19 – Overtime

* * * *

E. Urgent Pay

Urgent pay is specifically designed to provide additional compensation for non-exempt bargaining unit employees who work additional hours when unusual circumstances occur.

Full-time and part-time bargaining unit employees will be paid urgent pay hours at a rate of two (2) times the bargaining unit employee's base rate.

If the unit needs additional bargaining unit employees within ~~twelve (12)~~twenty-four (24) 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 up to two absences a single absence which does not exceed four and one-half hours in total.

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 ~~twenty-four (24)~~twelve (12) hours before the shift.

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

* * * *

Article 20 – Staffing

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 unit's 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.~~
2. Review of nurse staffing effectiveness for each unit/clinic 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.
3. Other nurse staffing issues brought forward by the Staffing Collaboratives.
4. Review of written policies, procedures and protocols affecting nurse staffing.
5. Development of a process for analysis/trending of "concern forms."

6. Review of “concern form” reports from Staffing Collaboratives and development of action plan for issues identified.
7. Regular review actual unit of service measurement for each unit.

The Staffing committee will make recommendations to the ~~Labor/Management committee~~ the CNO and President, VFNHP, 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.

TA.
Vicki Stetzel
4/17/24

TIA

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 Staffing Collaborative committee will be staffed by four (4) RNs nurses selected by RNs nurses 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. Committee composition can be changed with mutual agreement.

The following factors will be considered in each USC Project Plan (initial or revised) 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 **if applicable and available (in Epic or related national organization).**
- Analysis and determination for
 Circulating RN(s) to enable Circulating
 RN(s) to facilitate meal/break
 coverage, **help with increased acuity**
 and assist in transfers/discharges. **in**
all critical, procedural and acute care
units
- Review of staffing benchmarks from professional organizations, NDNQI, Labor Management Institute and other sources.

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. Six (6) months after the agreed upon implementation date, the unit will report the status of their USC project to the Staffing Committee, including any incompleting/unfulfilled portions and/or any identified barriers to fully implementing the agreed upon USC project plan. If barriers are identified the Staffing Committee will notify/meet with the CNO and VFNHP President to discuss a resolution

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 nurses~~ 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 gridplan, ~~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 volume, acuity, type of patient, service, or facilities.

VFNHP Proposal 6.12.24

attend such meetings, and the Hospital shall attempt to schedule replacements for all attendees, including in ambulatory settings.

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LIVMMC
Vicki Stetzel
6/26/24

VFNHP
Dob Smed
6/24/24

TA

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

Article 22 – Wages

Vicki Stojel
7/3/24

Jessica Kuparich
7/3/24

A. Pay – RN/LPN/APRN

1. Effective the second full payroll period after ratification of this Agreement, RN/LPN/APRN bargaining unit employees will receive a five percent (5%) increase.
- ~~1.2.~~ FY2025FY2023. Effective the first payroll period in FY2025FY2023, RN/LPN/APRN bargaining unit employees will receive a four percent (4%)three percent (3%) pay range increase and will be eligible for a step increase. In addition, UVMHC will add one step to the top of the wage range.
- ~~2.3.~~ FY2026FY2024. Effective the first payroll period in FY2026FY-2024, RN/LPN/APRN bargaining unit employees, will receive a three percent (3%) increase and will be eligible for a step increase. In addition, UVMHC will add one step to the top of the wage range.
 - 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%.~~
4. FY2027. Effective the first payroll period in FY2027, RN/LPN/APRN bargaining unit employees, will receive a five percent (5%) increase and will be eligible for a step increase. In addition, UVMHC will add one step to the top of the wage range.
- ~~0. 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.~~

C.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—~~

TA

Article 22 – Wages

UVMHC
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7/8/24

UVMHC
Debra Sauer
7/8/24

D. Promotion

Except as provided in Section ~~ED~~ and ~~J~~ below, a promotion occurs when a bargaining unit employee accepts a position in a higher salary range. To determine ~~their~~~~her~~~~his~~ new salary, the bargaining unit employee will be placed in the new range based on the same step ~~they~~~~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 ~~their~~~~her~~~~his~~ new salary, the bargaining unit employee will be placed in the new range based on the same step ~~they~~~~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.
- ~~i.~~ Effective for any new hires after July 9, 2024: Except as otherwise provided herein, each year of prior direct patient care experience that is relevant in clinical content will receive 50% credit. The number of steps credited will be no greater than 3. In addition, new hires who are current UVMMC employees and moving into a position with a higher pay range will be placed on a step where the hourly rate is not less than their current UVMMC rate of pay.

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.

APRN Side Letter

The parties agree to meet within 4 months of ratification to review wage compression for APRNs. The parties agree to review the APRN hiring guidelines and APRN step progression, and make adjustments of existing APRNs consistent with new guidelines, retroactive to effective date of CBA. In addition, UVMMC agrees that APRN on call considerations will be added to the discussions outlined in Article 46A.

CNL Side Letter

Effective the first payroll period upon ratification, UVMMC agrees to move bargaining unit employees in the CNL position to pay band U24.

Hiring Guidelines Section 22.G.j. Implementation Side Letter

UVMMC agrees to apply Section 22.G.j. and adjust the step as appropriate to any existing bargaining unit employees hired after January 1, 2024, according to the following procedure. 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 up to three months to respond. If an increase in steps is warranted, the increase will take effect prospectively, in the first full pay period after UVMMC confirmation.

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.~~

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TA

UVMVMC
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7/8/24

VFNHP
Duke Snell
2/8/24

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 LPNs and 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 LPNs and 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 LPNs and 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. Charge Differential:

Beginning in FY25, all bargaining unit employees working in the role of charge nurse will be paid an hourly differential of three dollars (\$3.00) for all hours worked in the charge role. Good faith efforts will be made to ensure an equitable rotation of all eligible bargaining unit employee to fulfill the role of charge nurse. UVMHC will select charge nurses based on skill and ability. Agency nurses will be assigned charge only if no qualified bargaining unit members are available.

5.6. Resource Department:

All bargaining unit employees within the Resource Department will be paid an hourly differential of ~~seven dollars (\$7.00)~~~~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)~~.

6.7. 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 ~~six~~~~five~~ dollars (~~\$6.00~~~~\$5.00~~) for all hours worked while floating, if they work at least four (4) consecutive hours on the other unit.

7.8. 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.

8.9. 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.

9.10. APRN Student, New APRN and/or Medical 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 ~~seventy~~twenty-five (\$6.75\$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.

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

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

11.12. 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.

12.13. 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.

13.14. RN/LPN Preceptor Differential:

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

14.15. Committed Hour Temporary Assignment:

Any part time employee who agrees to a temporary full time assignment for a limited, pre-determined, pre-scheduled duration of at least 8 weeks will be eligible for a bonus. The bonus will be paid at a lump sum of \$750 a pay period 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.

15.16. Nursing Professional Development Practitioner and Clinical Nurse Leader Nurse Educator Patient Assignment Differential:

If a ~~nurse~~ nursing professional development practitioner ~~educator~~ or clinical nurse leader 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.

TA

UVMMC Proposal, 5-1-2024, 6-27-2024, 6-28-2024

UVMMC
Vicki Stogel
7/8/24

VEN HP
Deb Small
2/8/24

Article 25 – Holiday Pay

In the event that a 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~~

for cost centers that are closed on holidays

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.

G. Floating Holiday Time Off

UVMMC further honors and respects that its employees represent diverse communities that do not all celebrate the same holidays. In recognition of this, effective 2024 and on January 1 in each calendar year thereafter, all current full-time bargaining unit employees will receive eight (8) hours of Floating Holiday Time Off and all part-time employees will receive an amount of hours prorated to their FTE status. Any hours not covered by floating holiday in one shift can take the remaining hours unpaid or as CTO.

Floating Holiday Time Off may be applied to one (1) floating holiday each year which must take place on a date different than the dates of the above-listed holidays. Floating Holiday Time Off may only be used for scheduled time off and must be requested in accordance with the CTO scheduling practices of the employee's cost center. Employees may not use Floating Holiday Time Off for unscheduled time off or low census. Floating Holiday Time Off will be forfeited if not used by December 31.

If an employee is approved for Floating Holiday Time Off and, due to unavoidable hardship is required to work on the day scheduled for Floating Holiday Time Off, the employee will be paid a premium rate of one and one-half (1 1/2) times their base hourly rate.

Floating Holiday Time Off will be paid at the employee's base hourly rate. Floating Holiday Time Off will not be paid out at separation from employment, cannot be cashed in or sold like CTO, and will not otherwise be treated as CTO. Employees also will not accrue CTO on Floating Holiday Time Off. Floating Holiday Time Off is 403(b)-eligible.

TA

UVMMC Proposal, 4/3/2024 6-28-24

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Article 26 – Bereavement Leave

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

Bereavement leave is offered to provide paid time off from work for a death in the family (including instances of miscarriages and fetal demise).

All full-time and part-time bargaining unit employees will be granted paid Bereavement Leave of up to three (3) scheduled workdays if there has been a death in the immediate family, which do not have to be taken consecutively.

Immediate family is defined as spouse or 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 partner, or any other relative or co-habitant (designated in advance of death) who was a member of the employee’s household. For purposes of this section only, a “partner” is an individual, regardless of gender or gender identity, with whom the employee resides and shares an emotional commitment and common necessities of life, or to whom the employee is engaged to be married.

Up to three (3) scheduled workdays of paid Bereavement Leave may also be granted at the discretion of the manager for the death of other close family members not listed in this Article.

If time beyond the paid Bereavement Leave provided in this Article is needed, including for related religious or cultural observances, the bargaining unit employee can request additional time using scheduled CTO or excused unpaid time off.

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

~~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.

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UVMHC 6/27/2024 counter to VFNHP 6.26.24

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 2025-2027 through one or more UVMHC program options:

1. Eligibility:
All Full Time University of Vermont Medical Center RNs with 6 or more months of service will receive (i) 100% tuition assistance with no maximum time period at institutions that charge per credit, or (ii) 100% tuition credit for up to four terms at institutions that charge per term.
Part time and per diem employees may participate but payment will be prorated based on paid hours from the preceding 12 months prior to acceptance.
2. Enrollment:
Employee enrolls directly with ~~WGU~~ the program and provides documentation of acceptance, how many credits are needed and a copy of their learning plan to the Director, Nursing Education and Professional Development.
3. Employee must contact Director, Clinical Education and Professional Development for facilitation of clinical practicum hours, sites and preceptors UVMHC will identify approved clinical sites and preceptors for completing clinical hours required by WGU.
4. If WGU denies an application due to not accepting educational credits earned outside the United States, bargaining unit employees will be allowed to enroll in a similar program that accepts international credits without an additional cost to the member.

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 prorated based on paid hours from the preceding twelve (12) months prior to the approval date.
3. Bargaining unit employees who have been employed for more than five (5) years are eligible for additional tuition reimbursement up to one thousand eight hundred dollars (\$1,800.00) per fiscal year. Reimbursement for part time and per diem bargaining unit employees is prorated based on paid hours from the preceding twelve (12) months prior to the approval date.
4. Bargaining unit employees who meet the eligibility requirements for the standard tuition reimbursement, but have been employed for less than five (5) years may become eligible for the additional tuition reimbursement amount above, provided they sign an

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

D. Course Criteria:

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

UVMMC 6/27/2024 counter to VFNHP 6.26.24

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:

A ~~bimonthly~~ monthly report will be made available to UVMMC's sharepoint site detailing the previous bimonthly's month's education funds requests for all bargaining unit members. Details will include:

- Starting balance of funds available as of October 1st of that FY and monthly thereafter
- Reason for request
- Amount requested
- What the request covered (i.e. hotel, conference registration etc.)
- Any amount denied
- Reason for amount denied

~~A joint continuing education funds finance committee shall meet and confer on issues related to LPN/RN/APRN continuing education fund management, distribution, and maintenance. There will be three committees, which will meet quarterly (minimum), and will have a minimum of three bargaining unit members and three nurse leaders. The committee shall be comprised of up to three (3) RN bargaining unit members designated by VFNHP, two (2) LPN bargaining unit members designated by VFNHP, one (1) APRN designated by VFNHP, and six (6) UVMMC representative designated by the Chief Nursing Officer. Members of the committee may designate an alternate for meetings they are unable to attend. This committee will meet quarterly.~~

~~a. Ambulatory Nursing Continuing Education Funds Committee~~

~~b. Inpatient/Procedural Continuing Education Funds Committee~~

~~c. Nursing Professional Development Practitioner / Clinician Continuing Education Funds Committee consisting of 2 NPDPractioners/Specialists and 2 Clinical Nurse Leaders~~

All bargaining unit employees, excluding those in sections I, J, and K below (including nurse educators) who are not APRNs (and, effective FY24, nurse educators):

For each of FY25 UVMMC the Hospital will budget three hundred thousand dollars (\$300,000) to cover the cost of conferences and training. For FY26 UVMMC the Hospital will budget three hundred fifty thousand dollars (\$350,000) to cover the cost of conferences and training. For FY27 UVMMC the Hospital will budget three hundred seventy fivefour hundred thousand dollars (\$375,000400,000) 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, UVMMC the Hospital will budget one thousand two hundred eighty seven (1,287) conference days of for a maximum of twelve (12) hours/day (prorated to

UVMMC 6/27/2024 counter to VFNHP 6.26.24

the member's regular shift length of 8/10/12 hours) 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 for APRNs:

All bargaining unit employees who are APRNs. Annually the Hospital will budget ~~three thousand dollars (\$3,000)~~ four five thousand dollars (\$4,000/5,000) for each Advanced Practice Nurse to cover the cost of conferences, training, certification and licensure. In addition, UVMMC will provide up to an additional one thousand dollars (\$1,000) on a pro-rated basis (e.g., \$1000 for a 1.0 FTE and \$500 for a 0.5 FTE). 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)~~ seven (7) 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.

Side Letter

Within three (3) months of ratification of this Agreement, an Advanced Practice Provider Council sub-committee consisting of an equal number of representatives appointed by VFNHP and UVMMC will meet to bargain a Professional Advancement Model for APRNs and to discuss specific percentages of non-patient-facing time.

Within three (3) months of ratification of this agreement, VFNHP and UVMMC will meet to negotiate a Clinical Ladder for APRNs

J. Continuing Education For Nursing Professional Development Specialists/Practitioners and Stroke Coordinator:

All bargaining unit employees who are ~~Nurse Educators~~ Nursing Professional Development Specialists/Practitioners and Stroke Coordinators. Effective the first full pay period in FY24, the Hospital will budget ~~seventy thousand dollars (\$70,000)~~ eighty-three thousand two hundred dollars (\$83,200) one hundred thousand (\$100,000) 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. Clinical Nurse Leaders and Nurse Clinicians Continuing Education:

All bargaining unit employees who are Clinical Nurse Leaders (CNL) and Nurse Clinicians. Effective the first full pay period in FY25, the Hospital will budget nineteen thousand two hundred dollars (\$19,200) to cover three thousand dollars (\$3,000.00) per CNL to the cost of conferences, and training, certification, continuing education requirements and licensure. Any unused dollars will roll-over to the next year but must be spent in that subsequent year. In addition, each CNL and Nurse Clinician 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.

L. 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~~ Twelve (12) 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~~ equal consideration for scholarship distribution will be given to APRNs, RNs and LPNs. 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 UVMHC 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.~~

TA

UVMHC
Vicki Stekel
7/8/24

VFNHP 4/3/2024, UVMHC Counter 4-17-2024, 6-26-24, 6-27-2024, 6-28-2024

VFNHP
Deb Saell
7/8/24

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.

SNRN IV Time Definition - SNRN IV's shall have 20% of their FTE dedicated to engaging in Non-Patient Care Work This includes all work outside patient care delivery except attendance at required trainings (ACLS/BLS/MOAB/NRP) and non-patient care work expected of all team members.

Examples-

- Staff meeting Attendance at a staff meeting – not SNRN IV time
- Presenting work at a series of staff meetings – SN IV time

Required Trainings

- Attending ACLS – not SNRN IV time
- Teaching ACLS – SNRN IV time

Meeting the demand for patient care is a primary priority; therefore, working together, SN IVs and their leaders may need to flex SN IV time and workload to maintain patient care delivery. UVMHC agrees that an SNIV will not be asked to reduce their Non-Patient Care Work more than once per quarter, unless there are no other viable options.

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	<u>Committed Hours: 0.5 or higher.</u> <u>Per Diem: 1,000</u>	<u>Committed Hours: 0.75 or higher.</u> <u>Per Diem: 780/664 hours</u>

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			hours worked with 60% of scheduled hours on unit (excludes call) OR .5 FTE	worked each six months with 100% <u>worked each six months with 100% of scheduled hours on unit (excludes call) OR .8 FTE</u>
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	ADN or BSN	ADN or BSN	BSN or BSN enrolled, with 5 years to complete; or ADN with certification and a Bachelor's degree of any focus	BSN

TA

UVMHC
Vicki Stegel
7/8/24

VFWHD
Ab Sna
2/8/20

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 at UVMHC or the effective date of entering an eligible status at UVMHC. If a bargaining unit employee transfers to UVMHC from another position within the University of Vermont Health Network (UVMHN), they may carryover eighty (80) unused CTO hours from their previous position; and, for any person hired after 10/1/2024, they will accrue CTO at a level that includes their consecutive time worked at another position within UVMHN. New bargaining unit employees without any CTO may borrow up to 24 hours of CTO during their first six months of employment for holidays or other unscheduled events (like an illness).
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, floating holiday, 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, their/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 0-5 yrs service	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
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	.951	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 theirhis/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 theyshe/he get paid out of the union bank of hours instead of theirhis/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 four hoursfull-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 UVMMC 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 work independently with prior supervisor approval or may take it unpaid 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. Unless a bargaining unit employee is transferring to a new position within the UVMHN, then, upon termination, a bargaining unit employee will be paid for all CTO remaining in their/~~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. If a bargaining unit employee transfers to a new UVMHN position, they will carryover up to eighty (80) unused CTO hours and any hours in excess of eighty (80) will be paid to the employee pursuant to this section.

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 their/~~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 their/~~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 ~~Plan~~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 ~~UVMMC~~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.

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VFNHP
Orb Small
7/8/24

UVMHC
Vicki Stetzel
7/8/24

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.
5. Bargaining unit employees attending grievance or investigatory meetings as a Union steward or representative will be paid by UVMHC for up to 30 minutes to attend such meetings. Any time above 30 minutes can be paid using hours from the Union bank of hours (Article 4)

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 in a meeting with the grieving bargaining unit employee's immediate supervisor. If a reasonable attempt to meet has been unsuccessful, an email containing the details of the grievance, including the supervisor's response, if any, will be accepted in place of a meeting. 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 sent electronically to the UVMHC Manager of Labor Relations, or their designee, ~~presented to the supervisor of the bargaining unit employee's immediate supervisor.~~ Written grievances filed by the Hospital shall be presented to the VFNHP Grievance Chair, Chief Steward or designee. Written grievances must be presented filed 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.

The parties will hold a Step 2 meeting on a mutually agreeable date and time, but no later than 30 calendar days of Step 2 being filed unless both parties agree otherwise. Following the Step 2 meeting, A meeting will be held and a written response will be given within seven (7) business days, after the grievance was filed.

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

Step 3

If no settlement is reached at Step 2, the grievance may be advanced to Step 3. Step 3 grievances brought by the Union will be sent electronically to the UVMHC Labor Relations Manager, or their designee. Step 3 grievances brought by UVMHC will be sent to a VFNHP Grievance Chair.

The parties will hold a Step 3 meeting on a mutually agreeable date and time, but no later than 30 calendar days of Step 3 being filed unless both parties agree otherwise. Following the Step 3 meeting, a written response will be given within seven (7) business days.

Grievances concerning termination of employment will be filed 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.~~

~~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~~no settlement is reached at ~~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.

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

~~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.~~

SIDE LETTER: UVMHC will agree to use the Labor Relations Connection for the next arbitration to assess whether it makes sense to use the LRC going forward.

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VFNHP 4/3/2024

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UVMCC
Vicki Stetel
7/8/24

VFNHP
Deb Sweet
7/8/24

Election Procedures Agreement

The University of Vermont Medical Center (UVMCC, 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.~~

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 UVMCC employees. VFNHP shall serve a copy of the petition on UVMCC 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.

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.

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.

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.

VFNHP 4/3/2024

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.

TA

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 UVMMC APRNs will select APRN representation. Committee membership will be rotated per established charter 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 issues of concern to the APP workforce and keeping all members of the APP workforce informed of the work and actions being taken by the APP council.

- ~~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.

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UVMMC
Vicki Stojzel
6/26/24

VFNHP
Deb Sneed
6/24/24

TA

UVMHC
Vicki Stezel
7/8/24

VFNHP
Dab Snell
7/8/24

VFNHP 6.26.24

UVMHC Counter 6-28-2024, to VFNHP 6-27-2024

A

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 and~~ ~~Data safety~~ Safety Data 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. ~~The Hospital agrees to provide notice to the Union and an opportunity to bargain prior to implementing any changes to Hospital policies and procedures affecting health and safety.~~

Commented [1]: accept; covered under article 48

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

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Committee, ~~and one (1) member each to the ED Practice Council Workplace Violence and Hospital Violence Prevention committee.~~

Commented [2]: Accept

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.

H. Visitor Safety

4. ~~UVMHC will require visitors to be credentialed based on the requirements established by the Workplace Violence Committee on or prior to 1/1/25, with the method of their choosing, prior to visiting a patient on an inpatient unit.~~
2. ~~UVMHC will institute a strict one (1) strike policy for visitors intimidating staff. Visitors who can successfully be de-escalated may will be allowed to stay with the patient, but will be trespassed on the 2nd violation and not allowed to return during the same patient visit.~~
- 3-2. ~~UVMHC, in collaboration with VFNHP, will develop a visitation policy, within ninety (90) days six (6) months of ratification. The goals of the visitation policy will be to ensure optimal outcomes for our patients and the health and well-being of staff caring for the patients, particularly in patient areas serving children and critical care.~~

Commented [3]: unintentional strike through, won't delete, please ignore

I. Off Unit Policy

~~Recognizing the autonomy of patients, nurses will not be held responsible for the actions of patients who misuse off unit policies. Nurses are responsible for following the off-unit policy, including documenting non-adherence and Nurses shall still be responsible for documenting off-unit abuse and informing patients of hospital policies and procedures.~~

J. Workplace Violence

~~UVMHC shall take all necessary steps to protect its employees from assault, verbal abuse, or physical harm on property. To protect its employees from such harm:~~

1. ~~A nurse assaulted or injured in the course of their job will receive paid leave without loss of pay, minus any deductions for workers' compensation, in addition to indemnification for medical costs associated with the injury and leave.~~
2. ~~UVMHC will establish a warning system, similar to the notices for blood bank shortages or honor walks, to alert staff across the hospital and/or ambulatory settings of increased security concerns. These will be used for incident(s) identified as a risk or potential risk to the safety of staff and patients on UVMHC property or the surrounding community.~~

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1. Nurse name badges, except where required by law, will not include the staff member's full last name, if the bargaining unit employee makes that request.
2. For an injury relating to an assault, including physical contact by a person, an employee will be paid the difference between Average Weekly Wages under Workers Compensation and Workers Compensation benefits.
- 3.2. If a bargaining unit employee is will be required to work in any work area without another staff member present in their direct vicinity, they can request to have another staff member present when there is a reasonable concern related to personal safety. Such requests will granted. Additional staff member does not need to be a nurse but must be familiar with area safety protocols, and able to report a safety/violent incident through the proper channels.
- 4.3. UVMHC will establish a warning system, similar to the notices for blood bank shortages or honor walks, to alert staff across the hospital and/or ambulatory settings of increased security concerns. These will be used for incident(s) identified as a risk or potential risk to the safety of staff and patients on UVMHC property or the surrounding community.—UVMHC will continue to notify all employees by email of heightened security situations, as is the current practice.
5. Hospital security staff will secure all weaponry from patients, visitors and vendors outside of patient care areas (hospital security and law enforcement excluded). The hospital will also report to VFNHP President or designee of any workplace event resulting in moderate a loss time injury to any bargaining unit employee.
- 6.4. De-escalating trainings MOAB Educational offerings related to de-escalation, trauma informed care and work place violence and prevention courses are made will be made available to any nurse requesting the course starting on or before March 31, 2025. Such trainings MOAB will continue to be made available to any nurse who requests to take the course on an ongoing basis.
7. UVMHC will institute hospital-wide weapons scanning and a clear bag policy, at all public entrances and the McClure entrance, on or before March 1, 2025 December 31, 2024.
8. UVMHC will increase staff security by four (4) personnel per shift (3 on night shift) two (2) personnel per shift to ensure adequate Hospital coverage. This is in exclusion of additional staff needed to staff weapons scanning at entrances.

K. Workplace Violence Fund

In recognition of the fact that bargaining unit staff across the Hospital work with patients who sometimes become violent, the Hospital will agree to contribute, on a quarterly basis to a non-profit group (chosen by VFNHP) that will assist bargaining unit employees who miss work due to workplace violence. The Hospital's contribution to the Fund shall be a sum equal to one-fourth of a percent (.25%) of the quarterly gross payroll of employees in the bargaining unit, exclusive of amounts earned by employees who have not completed their probationary period. UVMHC shall contribute the sum of \$150,000 annually to the LaRoyer fund in addition to any other contributions the hospital may make. These funds shall be specifically earmarked for the purposes of making bargaining unit staff who are affected by workplace violence whole. Should this fund grow exceptionally large, the VFNHP board may be consulted to authorize non-earmarked distributions. Fund balances, and distributions, will be reported to VFNHP at least quarterly.

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L. Ongoing Safety Processes

1. UVMMC will continue to prioritize staff safety. At regular (at least quarterly) meetings of the Workplace Violence Committee, UVMMC will collaborate with bargaining unit employees and the VFNHP on, among other issues, policy development and review related to workplace safety, enhanced security, appropriate screening of patients and families, personal protective equipment and other safety devices available to bargaining unit employees.
2. UVMMC shall maintain an updated policy on workplace violence, establishing a goal of zero harm to all UVMMC patients, employees, and visitors and zero tolerance for workplace violence. The policy shall include, but will not be limited to, processes for responding to, reporting, and documenting violent or threatening situations.
3. If a bargaining unit employee is a victim of or witness to a workplace violence incident, as defined by UVMMC policy, and the employee requests time off from work to recover from physical or mental injuries caused by the violence, such requests shall not be unreasonably unreasonably denied. Employees who take time off pursuant to this section will be placed on paid administrative leave for any missed scheduled hours on the day of the employee's injury. For any time off after the day of the injury, the employee may elect to take the time as scheduled CTO or excused unpaid time.
4. If a bargaining unit employee is assaulted at work and receives an injury covered by workers' compensation, UVMMC will provide paid leave of absence at the employee's base rate for any scheduled shifts during the workers compensation elimination period that the employee is unable to work to the extent that such paid leave is not provided by workers' compensation.

H. — UVMMC will continue to prioritize staff safety. At regular meetings of the Workplace Violence Committee, UVMMC will collaborate with bargaining unit employees and the VFNHP on, among other issues, policy development and review related to workplace safety, enhanced security, appropriate screening of patients and families, personal protective equipment and other safety devices available to bargaining unit employees.

I. — UVMMC shall maintain an updated policy on workplace violence, establishing a goal of zero harm to all UVMMC patients, employees, and visitors and zero tolerance for workplace violence. The policy shall include, but will not be limited to, processes for responding to, reporting, and documenting violent or threatening situations.

J. — If a bargaining unit employee is a victim of or witness to a workplace violence incident, as defined by UVMMC policy, and the employee requests time off from work to recover from physical or mental injuries caused by the violence, such requests shall not be unreasonably denied. Employees who take time off pursuant to this section will be placed on paid administrative leave for any missed scheduled hours on the day of the employee's injury. For any time off after the day of the injury, the employee may elect to take the time as scheduled CTO or excused unpaid time

TA

Article 50 – Duration of Contract

This agreement shall become effective as of the first day following ratification, and shall terminate at 12:01 a.m. on July 9, 2024, and shall terminate at 12:01 a.m. on July 9, 2027. 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.

LIVMMC
Vicki Stegel
7/8/24