



**Agreement**

**Between**

**FLETCHER ALLEN HEALTH CARE**

**and**

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

**July 9, 2009 to July 9, 2012**

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## **Article 1 – Preamble**

This agreement is made and entered into as of July 9, 2009 by and between Fletcher Allen Health Care (FAHC), hereinafter referred to as the “Hospital,” and the Vermont Federation of Nurses and Health Professionals, UP AFT VT, AFL-CIO Local 5221, hereinafter referred to as the “VFNHP”. The Hospital and VFNHP recognize that the Hospital’s first responsibility is to provide safe, quality patient care. It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to promote and further harmonious and productive labor-management relations, to act in a manner to assure mutual respect and dignity.

## **Article 2 – Recognition**

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

All full-time, regular part-time and per diem registered nurses (RNs) who work an average of four (4) hours per week in a continuous thirteen week period employed by the Employer at its facilities located in the State of Vermont at: Medical Center Campus, 111 Colchester Avenue, Burlington; University Health Center, 1 South Prospect Street, Burlington; Fanny Allen Campus, 790 College Parkway, Colchester; Colchester Family Practice, 883 Blakely Road, Colchester; Given Health Care Center at the Brickyard, 87 Main Street, Essex Junction; Milton Family Practice, 28 Center Drive, Milton; FAHC Cardiology, Tilley Drive, South Burlington; Spine Institute of New England, 158 Hurricane Lane, Williston; 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, Courthouse Plaza, 199 Main Street, Burlington; Aesculapius, 1 Timber Lane, South Burlington; Rutland Satellite Dialysis, Rutland Hospital, 190 Allen Street, Rutland; Urology, 1775 Williston Road, South Burlington; Urology Associates at St. Albans, 6 Crest Drive, St. Albans; Renal Services at St. Albans, Crest Drive, St. Albans; South Burlington Family Practice, 1775 Williston Road, South Burlington; Berlin Family Practice, 130 Fisher Road, Berlin; Radiology at Aesculapius, 3 Timber Lane, South Burlington; Renal Dialysis at Bennington, Southwest Medical Center; Renal Dialysis Services, Joy Drive, Burlington; Green Mountain Eye Center, Courthouse Plaza, Burlington; Pain Management, Tilley Drive, South Burlington; Surgery, Plattsburgh; Plastic Surgery, Water Tower Hill, Colchester; FAHC

ENT, Central Vermont Hospital, Berlin; Berlin Eye Center, Airport Road, Berlin; Cardiology, Cobblestone Health Commons, St. Albans; but excluding other Professional employees, Managerial employees, Administrative Director Cardiology Services, Administrative Director of Nursing, Administrative Director of Nursing-Care Coordination, Administrative Nurse Coordinator, Assistant Nurse Manager, Clinical Case Manager, Clinical Case Manager PD, Clinical Case Manager-Employee Health, Clinical Case Manager-Worker's Compensation, Clinical Practice Nurse Manager, Community Health Coordinator, Director of Community Health Improvement, Director of Clinical Services, Home Care Nurse Coordinator, Home Dialysis Coordinator, Inpatient Coordinator, Interim Director, Interim Manager Exempt, Interim Supervisor Exempt, JCAHO Chart Audit Nurse, Manager Nursing Clinical Systems, Nurse Manager, Nurse Manager Acute/Ped/NICU, Nurse Manager Critical Care Services, Nurse Manager Maternity Services, Nurse Manager Radiology, Nurse Manager/Educator, Nurse Practitioner/Manager Interventional Radiology, Occupational Health Nurse/NON, Outpatient Dialysis Coordinator, Patient Relations Representative, Patient Relations Representative PD, Practice Supervisor-Adv Practice, Practice Supervisor-Professional, Recruiter-RN, Resource Coordination Nurse, Resource Coordination Nurse PD, Assistant Research Nurse Manager, Senior Cath Lab Specialist-RN, Senior Nurse 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, and Senior Cath Lab Specialist LPN employed by the Employer at its facilities located in the State of Vermont at: Medical Center Campus, 111 Colchester Avenue, Burlington; University Health Center, 1 South Prospect Street, Burlington; Fanny Allen Campus, 790 College Parkway, Colchester; Colchester Family Practice, 883 Blakely Road, Colchester; Given Health Care Center at the Brickyard, 87 Main Street, Essex Junction; Milton Family Practice, 28 Center Drive, Milton; FAHC Cardiology, Tilley Drive, South Burlington;

Spine Institute of New England, 158 Hurricane Lane, Williston; 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, Courthouse Plaza, 199 Main Street, Burlington; Aesculapius, 1 Timber Lane, South Burlington; Rutland Satellite Dialysis, Rutland Hospital, 190 Allen Street, Rutland; Urology, 1775 Williston Road, South Burlington; Urology Associates at St. Albans, 6 Crest Drive, St. Albans; Renal Services at St. Albans, Crest Drive, St. Albans; South Burlington Family Practice, 1775 Williston Road, South Burlington; Berlin Family Practice, 130 Fisher Road, Berlin; Radiology at Aesculapius, 3 Timber Lane, South Burlington; Renal Dialysis at Bennington, Southwest Medical Center; Renal Dialysis Services, Joy Drive, Burlington; Green Mountain Eye Center, Courthouse Plaza, Burlington; Pain Management, Tilley Drive, South Burlington; Surgery, Plattsburgh; Plastic Surgery, Water Tower Hill, Colchester; FAHC ENT, Central Vermont Hospital, Berlin; Berlin Eye Center, Airport Road, Berlin; Cardiology, Cobblestone Health Commons, St. Albans; but excluding all other employees, confidential employees, casual employees, guards and supervisors as defined in the Act.

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

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

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

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

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

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

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



## Article 4 –Union Access

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

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

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

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

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

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

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

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

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

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

- 560 hours (October 1, 2009 through September 30, 2010).
- 560 hours (October 1, 2010 through September 30, 2011).
- 800 hours (October 1, 2011 through September 30, 2012).

The time must be coded as Union Time for payroll purposes and will not be used to calculate overtime rate. Union Time is not considered work time for any purpose including calculation of overtime, night, or weekend incentive payments.

## **Article 5 - Information**

1. The Hospital shall electronically provide the VFNHP with the following information on all bargaining unit employees at least quarterly (separate list for RN and LPN bargaining units):

- FAHC ID #
- DOB
- First Name
- Last Name
- Street address
- City
- State
- Zip code
- Home phone
- Dues or service fee
- Hospital Seniority
- Status
- Primary Job Title (include code)
- Primary Department (include cost center)
- Location
- Manager
- Authorized hours
- Hourly or salaried
- Hourly rate
- Step
- Shift

Each additional job title:

- Job Title (include job code)
- Department (include cost center)
- Location
- Manager
- Authorized hours
- Hourly or salaried
- Hourly rate
- Step
- Shift

2. The Hospital shall electronically notify the VFNHP of the following on a monthly basis:
  - a. With Dues report:

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

b. Change Information:

I. New Hires

- Separate Lists for RN and LPN Bargaining Units
- FAHC ID #
- DOB
- First Name
- Last Name
- Street address
- City
- State
- Zip code
- Home phone
- Dues or service fee
- Hospital Seniority
- Status
- Primary Job Title (include code)
- Primary Department (include cost center)
- Location
- Manager
- Hire date (unit)
- Authorized hours
- Hourly or salaried
- Hourly rate
- Step
- Shift
- Each additional job title:
- Job Title (include code)
- Department (include cost center)
- Location
- Manager
- Authorized hours
- Hourly or salaried

- Hourly rate
- Step
- Shift

II. Change to any of the above fields

- Separate Lists for RN and LPN Bargaining Units
- Last Name changes (i.e., marriage and divorce)
- Cost center changes
- Effective date of all changes
- Status Changes
- Changes to Authorized Hours
- Job Title Changes (staff nurse I to staff nurse II)
- Change of primary department
- Hired into an additional job
- Unit Hire Date (date change is effective)
- Authorized Hours
- Status
- Shift
- Job Title
- Department/Cost Center
- Location
- Hourly rate
- Hourly or Salaried
- Change of Address/Phone
- Change of shift
- Change in hourly rate
- Change in Step
- Change of job title and corresponding change in exempt vs. non-exempt status if necessary

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

- Old info
- Effective Date

IV. Terminations

- Separate Lists for RN and LPN Bargaining Units
- Effective Date
- FAHC ID #
- First Name
- Last Name
- Job Title
- Status in that job title

- Department
- Cost Center
- Was this the primary job?

V. Retired

- Separate Lists for RN and LPN Bargaining Units
- FAHC ID #
- Effective Date
- Department
- Cost Center
- Hourly Pay Rate

VI. Leaves of Absence

- Separate Lists for RN and LPN bargaining units
- FAHC ID #
- Last Name
- First Name
- Type of Leave
- Effective date of Leave

VII. Short and Long Term Disability

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

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

## **Article 6 – Management Rights**

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

Except as limited by express provisions of this Agreement, the VFNHP and the Employer agree that all rights, powers or responsibilities of the Employer, existing before the execution of the Agreement, are retained by the Employer and that these rights, powers and responsibilities shall belong solely and exclusively to the Employer during the term of this Agreement including, but not limited to, the right to manage the Employer's business and property, the right to determine the standards of service to be provided and standards of productivity and performance of its bargaining unit employees, the right to determine nursing, teaching and other professional standards and methods, the right to determine the size and composition of the work force, including the utilization of contract/agency employees, to determine educational standards, to decide the number and location of offices, buildings, facilities and physical plant, to decide the quantity and type of equipment to be used in its operations, to determine the speed of such equipment and the content of job classifications, to promulgate rules and regulations, to select supervisory and managerial employees, to contract out work, to determine the time for work, staffing patterns and work areas, to determine the method and place of performing work including the introduction of improved production methods or facilities, to relocate work; to determine the scheduling of work and work breaks, to determine whether work shall be performed by bargaining unit employees or others, to establish standards of quality and quantity for work to be done, to determine whether any part of the whole of its operations shall continue to operate; to establish; change or abolish any classification or service, to maintain order and efficiency in its facilities and operations, to discharge probationary employees, to determine the duties of bargaining unit employees, to hire, to lay off, to assign, to transfer, to determine the qualifications of bargaining unit employees, to promote bargaining unit employees, to discipline, demote, suspend or discharge bargaining unit employees for just cause, to determine the starting and quitting times, to require overtime, to determine the number of hours to be worked, and to subcontract work. The Hospital has the right to take whatever actions may be necessary to carry out the Hospital's mission during emergencies.

## **Article 7 – Non-Discrimination**

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

## **Article 8 – Employment Status**

### **A. Definitions**

1. Full-time:
  - Bargaining Unit employees with authorized hours between seventy-two (72) and eighty (80) hours per two-week pay period.
  - Bargaining Unit employees who are hired under any alternative scheduling plan for full time employees that may be agreed to by the parties.
2. Part-time:
  - Bargaining Unit employees with authorized hours between forty (40) and seventy-one (71) hours per two-week pay period.
3. Regular Special:
  - Bargaining Unit employees with authorized hours between eight (8) hours and thirty-nine (39) hours per pay period.
4. Per diem:
  - Bargaining Unit employees hired to work on an as needed basis in compliance with requirements outlined in Article 9 on per diem employment.

B. A bargaining unit employee's employment status will not change more frequently than once every six (6) months absent approval of the Chief Nursing Officer, or designee. Adding, dropping or adjustments to a secondary position does not constitute a change in employment status for purposes of Section B of this Article.



## **Article 9 – Per Diem Employment**

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

1. A minimum of two-hundred eighty-eight (288) hours per rolling calendar year.
2. A minimum of one (1) eight-hour holiday shift per rolling calendar year. For purposes of this article, holidays are identified as Thanksgiving, December 24, Christmas, New Year's, Memorial Day, July 4<sup>th</sup> and Labor Day.

Except as set forth in Section D, all hours worked shall count towards the minimum requirements. Bargaining unit per diem employees who work in units or departments that do not staff on holidays will not have to comply with the requirements in section 2.

Prescheduled shifts that are cancelled as a result of Article 20A staffing adjustments will count toward the work requirements outlined in A above.

- B. 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.
- C. 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.
- D. All per diem bargaining unit employees must maintain knowledge and skills that are consistent with current practice standards, as determined by the nurse manager.
- E. 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.

F. Compensation

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

Holiday hours (see Article 25).....	\$5.00 per hour
Night hours (11pm to 7am).....	\$5.00 per hour
Weekend hours (Fri. 11 pm to Sun. 11 pm).....	\$5.00 per hour
Evening hours (3 pm to 11 pm).....	\$4.00 per hour
Day hours.....	\$2.00 per hour

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

**Article 10 – Probationary Period**

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

## **Article 10A – Orientation**

### **A. Preceptor Training**

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

### **B. Unit Orientation**

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

## **Article 11 – Seniority**

### **A. Definition**

1. Hospital Seniority shall be defined as stated on the seniority list as of July 10, 2006, or, if hired after July 10, 2006, as continuous employment from the date of hire.
2. Unit Seniority shall be defined as continuous employment on a unit/cost center in a bargaining unit position as appropriate. These years shall be added to the Hospital seniority for the purpose of determining seniority in scheduling practices. The Hospital 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.
- B. Loss of Seniority
1. A bargaining unit employee will lose hospital and unit seniority when:
    - a. The employee is terminated (voluntary or involuntary).
    - b. The employee is laid off (see Article 17 – Recall).
  2. A bargaining unit employee will lose unit seniority when:
    - a. A bargaining unit employee transfers from one unit to another unit.
- C. Restoration of Unit Seniority

Bargaining unit employees who leave a bargaining unit position in a unit, but return to that unit in a bargaining unit position within one (1) year shall have her/his unit seniority restored. Seniority for this purpose will be seniority at the date of last separation from the bargaining unit.

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

## **Article 12 – Vacancy / Job Posting**

- A. Definition  
A vacancy is defined as a newly created position or a position that becomes vacant due to an employee leaving the position.
- B. Preference  
Qualified bargaining unit employees shall have first consideration for filling bargaining unit vacancies, including promotions. A bargaining unit employee will work at least six (6) months in a position before being eligible to transfer to another position, unless

the Chief Nursing Officer or her/his designee grants an exception. "Position" is defined as a given job code in a given inpatient unit or outpatient healthcare service. A change in hours or shift within the same cost center or adding or dropping a secondary position does not constitute a change of position. The six (6) month requirement does not apply to movement between levels of the same job title (e.g. Staff Nurse I to Staff Nurse II promotions). The requirement to work at least six (6) months in a position will not apply in cases where the bargaining unit employee chooses to return to her/his original cost center, per Section D of this Article.

C. Selection

Selection for vacant positions will be based on the qualifications necessary to meet the position's requirements. Such qualifications include but are not limited to whether orientation in the unit or department has already been completed, experience, competencies, and performance, including quality of practice, training, and education. Where skill, training, ability, prior performance and experience are relatively equal, the bargaining unit employee with the greatest seniority shall be selected.

D. Trial Period

At any point during the ninety (90) day Trial Period, the bargaining unit employee may choose to return to her/his original cost center if a vacant position in the same job code is available. If a vacant position in her/his original cost center is not available, the bargaining unit employee may apply for any other vacant position for which she/he is qualified.

E. Job Posting

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

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

To facilitate the opportunity for the hospital to fill-shifts and/or schedules within a unit cost center when a vacancy exists in the employee's job classification.

- A. When a vacancy exists in a unit, bargaining unit employees in the classification in the unit may be granted the opportunity to apply for such shift/schedule if:
1. The bargaining unit employee requesting a change has submitted a signed Preference Card.
  2. The bargaining unit employee has been assigned to his/her current shift for more than ninety (90) days.

When a bargaining unit employee wishes to increase or decrease her/his committed hours; she/he will notify the employer on a Preference Card.

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

Preference Cards will be honored on the basis of Unit Seniority, the highest unit seniority will be offered the change and then the second highest, until the change is complete.

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

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

## **Article 13 – Job Share**

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

set forth below will serve as the method of administration for this program.

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

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

## **Article 14 – Job Security**

- A. **Job Erosion**  
The Employer agrees not to utilize supervisors, agency employees, and/or other non-bargaining unit employees to perform bargaining unit work in such a manner that may result in layoffs of the bargaining unit or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.
- B. **New Facilities –** for newly created positions, see Article 12 - Job Posting.
- C. **Non-Nursing Functions**  
The Hospital and the VFNHP recognize the performance of non-nursing functions by bargaining unit employees impedes their ability to deliver the highest quality, cost-effective patient care and are not intended to be part of their responsibilities. Therefore, bargaining unit employees will not be regularly required to do the functions of the ancillary departments and the Hospital shall provide sufficient ancillary staff so as to ensure that such duties do not fall to bargaining unit employees.

## **Article 15 – Work Preference**

Preference for available bargaining unit work shall be given to bargaining unit employees over Agency nurses. Bargaining unit work shall not include preference for individual patient assignments. Agency nurses may be utilized for posted, unfilled vacancies, if no qualified candidate has applied during the posting period, and for unanticipated staffing fluctuations on a temporary basis not to exceed ninety-one (91) days. Agency contracts may be renewed as long as the vacant position remains posted and there are no applicants at the time of the renewal. Agency nurses shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions.



## **Article 16 – Layoff**

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

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

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

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

### **B. RN Layoffs**

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

### **C. LPN Layoffs**

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

shall be made using the Fletcher Allen Employee ID number. The employee with the highest number shall be laid off first, and so on from highest to lowest ID number

D. Procedure

1. The use of Agency Nurses in a cost center selected for layoff shall first be discontinued. (See Article 15.)
2. Then seek relevant/applicable volunteers for layoff or reduction. Volunteers shall be eligible for all vacant positions that they are qualified to perform. If there are not enough volunteers then,
3. All Probationary employees (new hires to the Hospital not veteran bargaining unit employees who are “probationary” or “orienting” to the unit, department, site or office) or within the affected unit or department, site or office in the affected Job Groups shall then be laid-off first, then,
4. Bargaining unit employees with a suspension within the previous one (1) year will be selected first, then bargaining unit employees with a written warning within the previous one (1) year will be selected.
5. Bargaining unit employees are selected in the reverse order of Hospital seniority.
6. In the event layoffs or reduction of hours are necessary, then,

E. Bumping Procedure

1. The most senior bargaining unit employee who is laid off or reduced in hours shall be offered any available vacant positions, excluding per diem, in their Job Group in all Nursing Clinical Divisions on all shifts for which the bargaining unit employee is qualified. (At this point or any point up to #5, the bargaining unit employee may voluntarily accept any vacant position in any bargaining unit position and any Job Group where they are qualified.)
2. If no such comparable position (Job Group and shift) exists, then the bargaining unit employee must bump the bargaining unit employee with the least hospital seniority in their Job

Group in his/her nursing clinical division and shift, provided that the following conditions are all satisfied:

- a. It is in a different unit, department, site or office
  - b. Such individual has a lower hospital seniority than the bargaining unit employee exercising her/his bumping rights, and
  - c. That the bargaining unit employee is qualified for the position.
3. If there is no such least senior bargaining unit employee (for example, the bargaining unit employee targeted for layoff is the bargaining unit employee with the least hospital seniority in their Job Group, nursing clinical division and shift) the bargaining unit employee must bump the bargaining unit employee with the least hospital seniority in their Job Group on any shift in their nursing clinical division, provided that the following conditions are all satisfied:
- a. Such individual has a lower hospital seniority than the bargaining unit employee exercising his/her bumping rights, and
  - b. The bargaining unit employee is qualified for that position.
4. If no such position exists, they must bump the bargaining unit employee with the least hospital seniority in their Job Group outside of their nursing clinical division on their shift first, and then outside of their shift if they are qualified to perform in the position.
5. If no such position exists, they must accept any vacant position in any Job Group within the bargaining unit where they are qualified to perform the position.
6. If no such position exists, they must bump the bargaining unit employee with the least hospital seniority in any Job Group and any nursing clinical division, providing the bargaining unit employee is qualified for that position.

For the purpose of this section, Nursing Clinical Divisions shall be (see Appendix 4):

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

c. Critical Care

NPs and Nurse Educators shall follow their respective units.

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

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

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

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

Those bargaining unit employees having bumping rights or rights to vacant positions shall exercise such rights within forty-eight (48) hours upon being notified in writing of their options.

A full-time bargaining unit employee may, but shall not be required to, bump a less senior part-time bargaining unit employee or vice versa. In bumping, the bargaining unit employee must accept the number of hours and/or shift held by the least senior bargaining unit employee.

Laid-off bargaining unit employees may join the Per Diem pool and shall be offered work as needed. Such bargaining unit employees shall be treated like other per diem bargaining unit employees. However, laid-off bargaining unit employees joining the Pool shall return to their position upon recall. Bargaining unit employees on a recall list may enter Pool status while awaiting recall.

In the case of a reduction in hours, bumping rights shall apply as for layoffs.

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

## **Article 17 – Recall**

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

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

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

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

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

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

- 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 Fletcher Allen policy to change clothing on site prior to commencing work, bargaining unit employees will swipe in prior to changing clothes, and then swipe out at the end of their shift after changing.

2. When a bargaining unit employee obtains permission from her/his manager to clock out early because of low census, lack of work, or for early release from scheduled training time, the bargaining unit employee may decide whether to use CTO or take time off without pay.

#### B. Meal and Break Periods

1. When workload permits, bargaining unit employees may receive one (1) consecutive fifteen (15) minute break for each four (4) consecutive hours of work. Bargaining unit employees will not be paid extra for breaks not taken.
2. Bargaining unit employees working at least six and one half (6.5) consecutive hours may, if workload permits, receive a thirty (30) minute unpaid meal period, without work responsibility, as the Hospital may assign.
3. A bargaining unit employee will be compensated at the bargaining unit employee's regular rate if a bargaining unit employee must forgo a meal period due to the Hospital's operating requirements. Bargaining unit employees will notify their Manager or designee prior to forgoing their meal period.
4. Breaks and/or meal times may not be used to report to work late or leave work early.
5. Breaks may not be combined with meal periods or other breaks. If workload permits, bargaining unit employees working more than eight (8) consecutive hours will be permitted to combine their breaks, without work responsibility.

#### C. Schedules

1. Schedules will be posted at least four (4) weeks before the start of a four (4) week schedule. Eight (8) weeks is the maximum number of weeks that can be posted. The Hospital is responsible for overseeing the scheduling process.
2. Eight (8) weeks should be posted before the CTO request time is pulled to build the next schedule.
3. The four (4) week work schedule for the Nurse Educators will be posted on the unit(s) where they work.
4. Block schedules for bargaining unit employees will not be changed without consulting the employee.

## Scheduling Practices

The following priority will be used:

1. Bargaining unit employees with committed hours will be scheduled first.
2. Bargaining unit Per Diems will be offered the ability to pre-schedule shifts/hours according to the skill needs of that unit for that shift. If two or more bargaining unit Per Diems with the same skill and ability request the same shift/hours, the bargaining unit Per Diem with the most unit seniority will be given that shift/hours. Bargaining unit Per Diems may fill out an “availability form” to assist the scheduler. (See Article 9 – Per Diem for additional information.)
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.

### D. 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.

E. 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.

F. 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.

G. 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 or 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.

#### H. Canceling a scheduled shift

If a bargaining unit employee is not needed to work a scheduled 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 one (1) hour of worked time.

#### I. 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.

#### J. 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.

#### K. 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/worksites.
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.

## **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 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. The procedure for unit seniority sign up is outlined in section 2 of this article.
  - 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. FAHC holidays of Thanksgiving, December 24th, Christmas and New Years will not be included in the CTO request book. The procedure for holiday requests is outlined in section 5 of this article.
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.
  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 FAHC holidays during the November-January time period in any given year.

## **Article 18B – Summer CTO**

1. Bonus for Not Taking CTO Vacations During June, July and August

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

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

- Have been informed by their manager that they are eligible to participate in the Summer CTO bonus program
- Not take more than two (2) consecutive scheduled shifts as CTO in June, July and August
- Not take more than a total of three (3) days of CTO in June, July and August

In addition:

- This \$1500 bonus is based on bargaining unit employees who are authorized to work 72 or more hours per pay period
- Bargaining unit employees who are authorized to work less than 72 hours per pay period will have the CTO Bonus payout pro rated, based on an 80-hour pay period and their authorized hours per pay period as of June 1.
- For every ten (10) bargaining unit FTEs in a unit or clinic, the Hospital will offer 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.

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.

The payment for the vacation time will be made with the first pay period in September.

## **Article 19 – Overtime**

- A. Overtime cannot be worked without prior supervisory approval.
- B. Eligibility for Overtime
  - 1. Exempt Bargaining Unit Employees  
Individual employees, who meet the definition of exempt bargaining unit employee under the Fair Labor Standards Act (FLSA), as determined by Human Resources are not eligible to receive overtime pay.
  - 2. Non-Exempt (Hourly) Bargaining Unit Employees  
All bargaining unit employees who do not meet the requirements for an exemption to the FLSA, as determined by Human Resources, are eligible for overtime pay.
- C. Overtime Provisions
  - 1. The Hospital shall pay non-exempt bargaining unit employees according to one of the following methods:
    - a. Forty (40) Hour Provision – Overtime must be paid when a bargaining unit employee's total worked hours exceed forty (40) in a seven (7) day period beginning with the arrival of the day shift on Monday and ending seven (7) days later with the close of Sunday's night shift. There are two (2) such periods in each of the designated pay periods.

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

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

and/or

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

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

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

and/or

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

#### D. Calculating Overtime

1. For the purposes of calculating overtime, worked hours will include: all hours worked, time spent attending an approved class, meeting, or conference or Hospital orientation. All other paid and unpaid hours, including CTO and union time, will be excluded. Worked hours will be recorded by the quarter (1/4) hour. A bargaining unit employee working less than eight (8) minutes in any additional quarter (1/4) hour will not be paid for that quarter hour.
2. Overtime hours will be paid at a rate of one and one half (1-1/2) times the bargaining unit employee's base rate. Calculation of the base rate will include remuneration for worked hours and applicable shift differentials, as required in the FLSA.

E. Urgent Pay

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

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

If the unit needs additional bargaining unit employees within eight (8) 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 32 hours in a pay period to be eligible for urgent pay.
2. Any bargaining unit employee who misses scheduled work is not eligible for urgent pay during that same pay period.
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 eight (8) hours before the shift.

F. Scheduling Overtime

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

## 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 employees is an essential element for the provision of quality patient care. Additionally, the Registered Nurses, Licensed Practical Nurses and the administration working in the only academic health center in Vermont recognize their societal obligation to provide safe, high quality care to patients who seek care at the Hospital.

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

The Staffing Committee established by the July 10, 2003 Collective Bargaining Agreement shall be continued. The membership shall be comprised of three (3) RN Bargaining Unit employees chosen by the VFNHP, one (1) LPN Bargaining Unit employee chosen by the VFNHP and four (4) nurse administrators chosen by the Hospital. The Committee will serve as an advisory resource to the Model Unit Process 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: the investigation and review of "concern forms" (outlined below), the review of current research and information on staffing, and staffing issues on the units. The Staffing committee will make recommendations to the Labor/Management committee, as it deems necessary. Staffing Committee members will be paid for all time spent in Staffing Committee meetings.

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



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

The Hospital will make good faith efforts to maintain RN and LPN staffing consistent with staffing plans developed through the Model Unit Process (MUP) – 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. The Hospital reserves the right to exercise its reasonable discretion in establishing and determining the qualifications to be required of nursing applicants.

Daily staffing levels in all units will be managed according to changes in volume, acuity and nurse skill level in addition to established unit nurse/patient ratios.

Any LPN currently employed by the Hospital who is 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.

In the event that any Registered Nurse or Licensed Practical Nurse 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 Registered Nurse or Licensed Practical Nurse 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.

## Article 20A - Staffing Adjustments

- A. The Hospital and VFNHP recognize that variations in census and acuity occur daily in response to health needs of patients in our community and region. During periods of high census and/or high acuity and when there is a need for additional bargaining unit RN and/or LPN staffing, the following priority will be used:
1. Resource Department bargaining unit employees.
  2. Bargaining unit employees with the necessary skill and ability may volunteer to float after considering the needs of the unit to which the volunteer was originally assigned. Such volunteers will receive the “float differential” if they qualify in accordance with the requirements of Article 23 Differentials. If there is more than one volunteer, the bargaining unit employee with the greatest unit seniority will be chosen;
  3. Travelers with the necessary skill and ability will be floated after considering the needs of the unit to which the traveler was originally assigned.
  4. Available per diem and/or part-time bargaining unit employees will be asked to work additional shifts.
  5. Available bargaining unit volunteers from within the unit will be asked to work overtime/premium pay. (See Article 19 – Overtime.)
  6. Temporary staff from external agencies with skill and ability may be recruited.
- B. During periods of low census, the normal workday and/or workweek may be decreased. The following priority will be used.
1. Bargaining unit employees working premium pay shifts will be cancelled.
  2. Staff working overtime shifts will be cancelled.
  3. Bargaining unit employees with skill and ability may volunteer to float to another unit. Such volunteers will receive “float differential” if they qualify in accordance with the requirements of Article 23 Differentials. If there is more than one volunteer, the bargaining unit employee with the greatest unit seniority will be chosen.
  4. Travelers will be floated if a need has been identified and the traveler has the necessary skill and ability.
  5. Bargaining unit volunteers will be asked to take time off. Volunteers will have the opportunity to use CTO or take time off without pay. If there is more than one volunteer, selection

will be by unit seniority. Time off will not affect benefit status.

6. Travelers will be mandated to take time off.
7. Extra shifts greater than committed hours will be cancelled.
8. Per Diem bargaining unit employees will be cancelled.
9. Bargaining unit employees will be mandated to take time off as determined by unit seniority. The lowest unit seniority bargaining unit employee will be assigned to take time off first. A rotation will then be established in reverse order of seniority. Bargaining unit employees have the option of using CTO time, or taking time off without pay. Mandated time off will not affect benefit status. No individual bargaining unit employee will be mandated to take time off more than twice a month.

## **Article 20B – Model Unit Process**

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 model of care, including the staffing model. Therefore, the parties agree that they will facilitate the Model Unit Process (MUP) in every unit/department or healthcare service in which there are bargaining unit members with the intent of creating a collaborative culture, reducing financial impact and building a systems-wide approach to quality improvement. The Hospital and the VFNHP will hire Bonnie Walker, Quality Consultant (or if Bonnie is not available, another consultant mutually acceptable to the parties) as a neutral facilitator to work with the Hospital and the VFNHP to refine the design and implementation of the MUP project, with costs of the consultant shared equally between the Hospital and VFNHP.

The following factors will be required in each MUP and the results of the MUP will be summarized in each final report:

- Unit profile
- Unit surveys, including a Core Process Survey, Staff Satisfaction Survey and a Clinical Microsystems Assessment Survey
- Unit-specific quality data, including unit-based improvement initiatives
- Staffing plan (grid)
- Staffing data, including the unit budget
- Financial impact of the proposal
- Metrics to be used to measure the effectiveness of the MUP proposal

Staffing plans developed under this Article 20B shall require approval by both the Chief Nursing Officer of the Hospital and President of each affected bargaining unit of the VFNHP.

The VFNHP and the Hospital recognize that the healthcare industry is in a state of constant change. This environment of continuous change requires that we provide ongoing training and skills to help our staff prepare for, participate in and accept change with a positive, collaborative approach. In addition, our staff members need to understand strategies for promoting a positive environment for change, as well as strategies for handling resistance to change. These skills will help build a strong foundation for our continuous quality improvement efforts in the future.

The Hospital and the VFNHP recognize that patients are grouped by their need for specialty nursing care. The Hospital and the VFNHP will, through a collaborative process, ensure that all units reach the appropriate level of standards. The VFNHP and the Hospital will determine, with the facilitator, which groups of units/departments and healthcare services will participate in the collaborative model together and the timeline for the process to complete. The timeline and plan will be developed within 6 months after the effective date of the agreement.

Each unit upon completion of the process will have its MUP 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 MUP. If a unit experiences changes that necessitate changes in the MUP, the VFNHP and the Hospital agree to meet and confer about re-opening the process.

## **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
- Shepardson 2
- Shepardson 3
- Shepardson 4
- Shepardson 5
- Baird 3
- Baird 4
- Baird 5
- Baird 6
- GCRC Baird 7
- SICU/PICU
- MICU
- NICU/NNTS (status quo until JSMU Process)
- McClure 5
- McClure 6
- Birthing Center
- ED
- Dialysis Units (each unit closed)
- Echo Lab
- Stress Lab
- Cath Lab
- EPS Lab
- Interventional Radiology
- IV therapy team
- Advance Practice (in their specialty)
- Community Health Improvement/Wellness
- Cardiac Research
- Clinics: Practices are closed between Health Care Services (HCS):  
Medicine, Surgery, Neurology, Women's, Children's, PCIM,  
Family Medicine, Anesthesia, Radiology and Orthopedic.
  - Where clinics involve multiple health care services, bargaining unit members may be required to work in a different service at the same site if they have the qualifications, proper training and current orientation including competencies, to perform the duties.

- The following are exempt from sharing staff within their HCS: Walk-In Care, Children's Specialty, Cardiac Rehab, Outpatient Cardiology (Tilley Drive) and Hematology/Oncology.
- The following locations are exempt from sharing the staff who have been hired prior to July 17, 2006 within their HCS: Aesculapius. For staff hired after July 17, 2006, they may be shared within their respective HCS.

B. Filling Staffing Needs  
See Article 20A Staffing Adjustments

C. Travel

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

D. Assignments

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

See Article 23 Differentials for floating differential.

E. Resource Department

1. Bargaining unit employees from the Resource Department will take a full patient assignment where qualified and assigned.
2. Compensation: All bargaining unit employees who are employed in the Resource Department will be paid a differential of five (\$5.00) dollars per hour for all hours worked.

3. Resource Department bargaining unit members will have the ability to receive orientation and training in units, department and clinics in which there is a need.

#### F. Restructuring

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

### **Article 22 – Wages**

#### A. Pay

1. Effective the first payroll period in October 2009, bargaining unit employees will receive no regular or special wage adjustment and will be eligible for a step increase.
2. Effective the first payroll period in October 2010, bargaining unit employees will receive no regular or special wage adjustment and will be eligible for a step increase.
3. In October of 2009 and 2010, bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to two (2) percent of the employee's total compensation for the prior fiscal year, payable in the first payroll period of October.
4. Reopener. Between June 1 and June 30, 2011, either party may give written notice to the other party of its desire to reopen Article 22, Section A and Article 23, of the collective-bargaining agreement to negotiate wages and shift differentials effective the first payroll period in October 2011 and the parties shall meet and negotiate in good faith. After bargaining to good-faith impasse, either party may exercise its right to strike or lockout to convince the other party to accept its proposal on Article 22, Section A, and nothing in the collective-bargaining agreement shall prohibit such action.
5. Step Adjustment. To complete the step adjustment for bargaining unit employees determined to have been working below their appropriate step, the Hospital will place these employees on their appropriate step effective with the first payroll period in October 2009.

#### B. Lateral Job Change

A lateral change is when a bargaining unit employee moves

from one job to another in the same pay range. A lateral transfer will result in no salary change.

C. Promotion

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

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

E. Demotion

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

F. Hiring Guidelines (External Hires; Internal see Sections B, 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 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 FAHC LPN experience will be considered for RN positions.
- f. All previous RN experience will be considered for Clinical Nurse Specialist positions.
- g. All previous RN experience will be considered for Nurse Educator positions.
- h. 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.

G. 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.

H. 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. The exception to this rule is that a Staff Nurse Specialist will be paid float differential for extra shifts worked

- in inpatient units.
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.)
- I. 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.

## **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.

### 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 p.m. and 11:00 p.m. or the entire shift is within the designated shift time period. Bargaining unit RNs will be paid an hourly differential of two dollars and ten cents (\$2.10). Bargaining unit LPNs will be paid an hourly differential of one dollar and sixty cents (\$1.60).

2. Nights:

All worked hours between 11:00 p.m. and 7:00 a.m., if the shift includes at least four (4) hours between 11:00 p.m.

and 7:00 a.m., or the entire shift is within the designated shift time period. Bargaining unit RNs will be paid an hourly differential of four dollars and seventy-five cents (\$4.75). Bargaining unit LPNs will be paid an hourly differential of three dollars and eighty-five cents (\$3.85). The appropriate night differential will continue to be paid for hours beyond 7:00am.

3. Weekends:

Worked hours between the beginning of the night shift (11:00 p.m.) on Friday and the conclusion of the evening shift (11:00 p.m.) on Sunday, bargaining unit RNs will be paid an hourly differential of two dollars and ninety-five cents (\$2.95). Bargaining unit LPNs will be paid an hourly differential of two dollars and thirty cents (\$2.30).

4. Weekend Shift Incentive:

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

5. Resource Department:

All bargaining unit employees within the Resource Department will be paid an hourly differential of five (\$5.00) dollars for all hours worked, per Article 21.

6. Floating:

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

## **Article 24 – On-Call / Call-In**

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

unit employees designated as on-call and is the preferred mode of contact.

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

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

**B. On-Call Stipend**

1. Compensation in the form of a stipend will be paid for the entire on-call period at four dollars and fifty cents (\$4.50) per hour. The stipend will be paid even when a bargaining unit employee is called in to the work site.
2. If a bargaining unit employee is asked to remain at work immediately following his/her regular shift, compensation will be dictated by the applicable overtime rule and the on-call stipend will be paid.
3. Bargaining unit employees who fail to meet any of the requirements of section A above will not be compensated for the assigned period of on-call and may be subject to disciplinary action.

**C. Call-In Premium**

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

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

3. If a bargaining unit employee is on call for a scheduled holiday, CTO may be used for that scheduled shift. CTO hours will not be used for any hours that the bargaining unit employee is called in to work.
  4. Bargaining unit employees called in are eligible for applicable differentials.
- D. **Travel Time**  
There will be a one-half (1/2) hour credit for travel time for each call-in occurrence. This credit is added to the actual on-call hours worked for each occurrence to establish the total on-call paid hours. If the actual hours worked plus the one-half (1/2) hour travel credit is less than two (2) hours, only the two (2) hour minimum will be paid.
- E. **Rest Period**
1. A ten (10) hour time lapse will be scheduled between shifts.
  2. A less than ten (10) hour time lapse between shifts requires consent of the bargaining unit employee.
  3. Whenever possible, call may not be scheduled directly after or immediately before a bargaining employee's scheduled shift.
- F. **Called-In, Not On-Call**  
Bargaining unit employees called in while not designated as on call will receive hourly pay equivalent to twice their hourly rate for a minimum of two (2) hours, travel pay as outlined above, and all applicable differentials. Bargaining unit employees will be expected to remain working on site for the entire two-hour period.
- G. **Sleep Rooms**  
Sleep rooms may be provided, if available, free of charge, for bargaining unit employees who are on call.

## Article 25 – Holiday Pay

In the event that an hourly 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 1/2) times her/his regular hourly rate.

- A. Hourly 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. Holiday premium pay will be paid for all worked hours between 11:00 pm on the day proceeding 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.
- D. There will be no pyramiding of overtime pay.

## **Article 26 – Bereavement Leave**

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

All full-time and part-time bargaining unit employees will be granted an absence of up to three (3) scheduled workdays with pay if there has been a death in the immediate family.

Immediate family is defined as spouse, civil union partner, parent, step-parent, children, step-children, sibling, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and corresponding relatives of a civil union partner. Paid absence for the death of other members of the bargaining unit employee's household or close family members may be granted at the discretion of the manager. If additional time is needed after a death in the family or relatives not mentioned above or close friends, the bargaining unit employee can discuss the situation with her/his manager to request additional time off using CTO time or VA.

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

## **Article 27 – Jury Duty**

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

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

## Article 28 – Certification

### A. Certification

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

### B. Eligibility

1. Full-time, part-time and per diem bargaining unit employees are eligible for certification exam fee reimbursement and cash bonus after six (6) months of employment.
2. Reimbursement is limited to five hundred dollars (\$500.00) per bargaining unit employee per fiscal year. Per Diem bargaining unit employees will be reimbursed on a pro-rated basis, determined by the bargaining unit employee's paid hours during the preceding twelve (12) months prior to the exam date. This amount includes certification exam costs and re-certification fees.
3. The certification must be in a current practice area and be approved by the bargaining unit employee's practice supervisor/manager. Reimbursement and bonus will not be unreasonably denied.

### C. Procedures for Reimbursement

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



## Article 29 – Educational Reimbursement

- A. 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 Fletcher Allen by helping them to defray the costs of higher education.
- B. Eligibility:
1. Full, part time and per diem bargaining unit employees are eligible for tuition reimbursement after six (6) months of service.
  2. Bargaining unit employees are eligible to receive standard tuition reimbursement of two thousand six-hundred dollars (\$2,600.00) per fiscal year upon meeting procedural criteria (see "procedures" below). Reimbursement for part time and per diem bargaining unit employees is pro-rated based on paid hours from the preceding twelve (12) months prior to the approval date.
  3. Bargaining unit employees who have been employed for more than five (5) years are eligible for additional tuition reimbursement up to one thousand three hundred fifty dollars (\$1,350.00) per fiscal year. Reimbursement for part time and per diem bargaining unit employees is pro-rated based on paid hours from the preceding twelve (12) months prior to the approval date.
- C. 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.
    - 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 Fletcher Allen may mutually benefit.

2. An organizationally sanctioned study program that prepares a bargaining unit employee for nationally recognized certification/licensure exams. The Director of Nursing Education and Research must approve the program.
3. Workshops, seminars and programs with CEU's attached are not reimbursable under the tuition policy.

D. Application Procedures

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

E. 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.

F. Compensation for Training and Education

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

G. Continuing Education - All bargaining unit employees who are not APRNs

Annually the Hospital will budget one hundred thousand

dollars (\$100,000.00) and one thousand seventy three (1,073) conference days of eight (8) hours to cover the cost of conferences and training reasonably related to bargaining unit employee's area of practice. The budget items under this section will not be frozen and will be available during the fiscal year.

H. Continuing Education - All bargaining unit employees who are APRNs

Annually the Hospital will budget one thousand dollars (\$1,000) for each Advanced Practice Nurse to cover the cost of conferences, training, certification and licensure. In addition, each Advanced Practice Nurse will receive three 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.

I. Nursing Scholarship Program

Fletcher Allen 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 Fletcher Allen. Scholarship funds may be used toward the cost of tuition, books, applications and other academic expenses for those pursuing degrees in nursing. Ten scholarships would be awarded for seven-thousand, two hundred and fifty dollars (\$7,250) each and two (2) of the ten (10) scholarships would be awarded to bargaining unit employees currently in LPN positions. Bargaining unit employees who participate in the Nursing Scholarship Program will be required to sign a Work Agreement and agree to the following commitments:

Criteria

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

- a. Employment by Fletcher Allen for one year or more.
- b. Acceptance or ongoing enrollment in an Associate's,

Bachelor's, Master' 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 Fletcher Allen 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 Fletcher Allen 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 FAHC Nursing Scholarship dollars would be available from Nursing Education.

## Article 30 – Flexible Benefits

A. Fletcher Allen will provide a flexible benefit plan in accordance with Section 125 of the Internal Revenue Code called the *FlexCare* Benefit Program. All plan provisions under the *FlexCare* Benefit Program are subject to change, provided that such changes are uniformly applied to all Hospital employees participating in the *FlexCare* Benefit Program. The Hospital will meet and negotiate with the VFNHP at least sixty (60) days prior to the implementation of any changes to the *FlexCare* Benefit Program.

Any benefit improvements provided to other Hospital employees during the term of this Agreement will be provided to bargaining unit employees.

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

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

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

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

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

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

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

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

G. Health Care and Dependent Care Reimbursement Accounts

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

H. Basic Life Insurance

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

I. Optional Life Insurance and Voluntary Benefit Programs

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

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

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

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

In addition, the IRS requires all paperwork be completed and submitted to the Benefits Department within thirty-one (31) days of the effective date of coverage; otherwise the bargaining unit employees must wait until the next open enrollment period to enroll or make any changes to their current elections.

J. Short Term Disability Benefits

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

K. Long Term Disability Benefits

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

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

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

M. Flex Time Off (FTO)

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

N. Combined Time Off (CTO) Sell

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

O. CTO Cash-In Program

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

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



medical and dental care cost changes before bargaining unit employee benefit payment rates are established for each calendar year.

## **Article 31 – Retirement**

- A. Fletcher Allen will continue to maintain the pension plan in effect and 403 (b) retirement plan during the term of this Agreement, so long as none of the provisions in these plans violate applicable laws or regulations. In the event that any benefit provided under these programs violates applicable law or regulations, the Hospital will meet and negotiate with the VFNHP at least sixty (60) days prior to changing the benefit. If the Hospital improves the pension plan in effect and/or the 403(b) retirement plan for non-bargaining unit employees during the term of the Agreement, such improvements shall also be applied to the retirement benefits for bargaining unit employees. The Hospital agrees that there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement.
- B. Pension Plan  
To be eligible for a retirement benefit from the Fletcher Allen Health Care Pension Plan, a bargaining unit employee must have been eligible to receive either an accruing or frozen monthly benefit payment from the former Medical Center Hospital of Vermont (MCHV). This defined benefit plan is currently "frozen" which means that new participants are not permitted to enroll. Bargaining unit employees must be at least age fifty-five (55) and have a minimum ten (10) years of service to be eligible to begin receiving their retirement benefits.
- C. 403(b) Retirement Plan
1. All full-time, part-time, and per diem bargaining unit employees are eligible to make personal contributions into the 403(b) Retirement Plan as of the effective date of hire.
  2. All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible to receive basic and matching contributions from the Hospital.

## Article 32 – Combined Time Off

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

B. FLETCHER ALLEN HEALTH CARE CTO ACCRUAL CHART\*

	Auth Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
<b>Tier 1</b>	80	7.978	26	208	312
<b>208 CTO</b>	75	7.479	24	194	291
<b>Accrual Plan</b>	72	7.18	23	187	281
	64	6.382	21	166	249
<b>Non-Exempt</b>	56	5.585	18	145	218
<b>0-5 yrs service</b>	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
<b>Hourly Accrual Factor=.099726</b>					
	Auth Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
<b>Tier 2</b>	80	9.512	31	248	372
<b>248 CTO</b>	75	8.918	29	232	348
<b>Accrual Plan</b>	72	8.561	28	223	335
	64	7.61	25	198	297
<b>Non-Exempt</b>	56	6.659	22	173	260
<b>5+10 yrs service</b>	48	5.707	19	148	222
	40	4.756	15	124	186
<b>Exempt</b>	32	3.805	12	99	149
<b>0-5 yrs service</b>	24	2.854	9	74	111
	16	1.902	6	49	74
	8	0.951	3	25	38
<b>Hourly Accrual Factor=.118904</b>					
	Auth Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
<b>Tier 3</b>	80	11.047	36	288	432
<b>288 CTO</b>	75	10.356	34	268	404
<b>Accrual Plan</b>	72	9.942	32	258	387
	64	8.837	29	230	345
<b>Non-Exempt</b>	56	7.733	25	201	302
<b>10+ yrs service</b>	48	6.628	22	172	258
	40	5.523	18	144	216
<b>Exempt</b>					
<b>5+ yrs service</b>					
<b>Hourly Accrual Factor=.138084</b>					

C. Use of Combined Time Off (CTO)

1. Paid Time Off for hourly bargaining unit employees:  
 CTO will be used for scheduled absences including holidays (subject to Section 3), planned personal days and all unscheduled

- absences. CTO must be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to his/her authorized hours, except in cases required by law. CTO hours may not be used to cover cancelled extra shifts.
2. **Paid Time Off for Exempts:**  
CTO will be used for all scheduled and unscheduled absences in increments of full days. CTO must be used to supplement a bargaining unit employee's worked days so that the paid days in any pay period are equal to authorized hours, except in cases permitted by law. Notwithstanding the above, exempt bargaining unit employees shall be paid their guaranteed weekly salary except where otherwise permitted by law.
  3. **Holidays:**  
CTO will be used when a bargaining unit employee's regularly scheduled workday falls on a Fletcher Allen 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 may elect to take up to two (2) unpaid holiday days without using CTO.
  4. **New Bargaining Unit Employees:**  
Eligible bargaining unit employees will accrue CTO hours from the date of hire.
  5. Upon termination a bargaining unit employee will be paid for all CTO remaining in her/his CTO bank at one hundred percent (100%) of its value, and in accordance with tax laws and IRS regulations. The value is calculated using the bargaining unit employee's base rate.
  6. For use of CTO time when bargaining unit employees are sent home during periods of low census, see Article 20A.

#### D. 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 Fletcher Allen's Combined Time Off (CTO) Cash-In Program. This program allows bargaining unit employees to cash in unused CTO hours based on the program parameters.

1. To elect CTO cash-in for the following calendar year the bargaining unit employee must make an election to do so during the Open Enrollment period. This election will include the cash-in date (selected from pre-established quarterly dates) on which the payment will be made.

2. In a calendar year, the bargaining unit employee may cash in no more than her/his biweekly-authorized hours, (as indicated in the HR database on January 1).
  3. The election is binding for the full calendar year and cannot be changed. The elected CTO hours will be deducted from the bargaining unit employee's accrued CTO bank January 1st, regardless of when the actual cash-in occurs. Any hours to be cashed in must be available on January 1.
  4. In order to take advantage of this Cash-In feature, the bargaining unit employee must have a minimum of forty (40) hours of accrued CTO remaining in her/his bank after the elected and approved CTO hours have been deducted. In determining if the forty (40) hours minimum will be remaining in the bargaining unit employee's bank, the bargaining unit employee must take into account any CTO sold through the *FlexCare* Benefit Program and any CTO hours taken during the holiday time at the end of each year.
  5. The value of the bargaining unit employee's CTO hours will be set as of January 1st, regardless of when the actual cash in occurs.
  6. If the bargaining unit employee terminates employment prior to receiving all the approved elected cash-in hours, the hours will be paid out in conjunction with the final paycheck.
- E. If the Hospital improves the CTO benefits for non-bargaining unit employees during the term of this Agreement, such improvements shall also be applied to the CTO benefits for bargaining unit employees.

### **Article 33 – Extended Sick Bank**

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

1. When a bargaining unit employee has an absence due to an illness, ESB hours can be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to her/his authorized hours' salary without using CTO hours.

2. To supplement time not covered by short-term disability (STD) or to supplement reduced wages while on STD, or while an application for long-term disability (LTD) is pending approval, to bring total pay to authorized hours. Upon approval of LTD, the CTO used while pending LTD will be offset by any benefits forthcoming from the Insurance Company.
3. Bargaining unit employees in a benefits eligible status who change to a non-benefits eligible status will retain their ESB hours while in this ineligible status. However, these hours may only be used after the bargaining unit employee has returned to a benefits eligible status.
4. At termination there is no pay out for remaining hours. ESB hours are not reinstated even if rehire occurs within the year.

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

- A. Eligibility. To be eligible for family/medical leave, a bargaining unit employee must have worked at Fletcher Allen Health Care (Fletcher Allen) for at least twelve (12) months and have worked at least one thousand two hundred fifty (1250) hours over the twelve (12) month period immediately preceding when the leave is taken. All approved leaves will be re-evaluated for eligibility at 12-months from the first date approved leave is taken. Those leaves not meeting eligibility requirements at that time will be denied.
- B. Family and Medical Leave Period. Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee will be granted an unpaid leave of absence up to twelve (12) weeks during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave.
- C. Use: Leave will be granted for the following purposes:
  1. The bargaining unit employee's own serious illness or injury as defined by State and federal leave laws.
  2. A serious illness of the bargaining unit employee's child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the bargaining unit employee.
  3. The birth, adoption or foster placement of a child.

D. Notification Process.

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

E. Medical Certification:

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

- F. **Unpaid Leave:**  
Family/medical leave is unpaid. However, a bargaining unit employee with CTO hours may use them to provide the equivalent of regular pay. It is the bargaining unit employee's responsibility to inform the Employee Health Department whether to use CTO time. If Employee Health is not informed, available CTO will be not be used.
- G. **Intermittent and Reduced Schedule Leave:**  
Leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule during family/medical leave for a bargaining unit employee's own serious illness or for a seriously ill member of the bargaining unit employee's immediate family if medically necessary. Intermittent leave is not available during family leave for the birth, adoption or foster placement of a child, unless the mother has a serious health condition in conjunction with the birth of a child or the child has a serious health condition. However, a reduced leave schedule may be taken under these circumstances, with the manager's approval. A reduced leave schedule occurs when the number of hours or days a bargaining unit employee works is reduced on a daily or weekly basis; e.g., a bargaining unit employee reduces schedule from full-time to part-time. A reduced leave schedule must be coordinated and approved in advance by the bargaining unit employee's manager. The bargaining unit employee will be paid based on the amount of time actually worked. In addition, while the bargaining unit employee is on an intermittent or reduced schedule leave, the bargaining unit employee may be temporarily transferred to an available alternative position which better accommodates the bargaining unit employee's recurring leave and which has equivalent pay and benefits.
- H. **On-the-Job Injuries:**  
Time off for on-the-job injuries that meet eligibility requirements under State of Vermont Workers' Compensation Laws will be charged to time off allowed under family/medical leave. Family/medical leave will run concurrently with Workers' Compensation leave. Bargaining unit employees claiming Workers' Compensation benefits will have the family/medical leave reported on their behalf by the Employee Health Department.
- I. **Benefits (Refer to chart in Appendix 2):**  
During an approved family/medical leave, the Hospital will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision,



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

**J. Job Protection:**

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

**K. Return to Work:**

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

**L. Failure to Return:**

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

## **Article 35 – Supplemental Family and Medical Leave**

- A. **Eligibility:**  
To be eligible for supplemental family/medical leave, bargaining unit employees must meet all eligibility requirements under Article 34 – Family and Medical Leave and must have been approved for family/medical leave under the provisions of that article for the full twelve (12)-week period.
- B. **Supplemental Family and Medical Leave Period:**  
Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee may be granted an additional four (4) weeks of unpaid leave of absence during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave as provided under Article 34.
- C. **Reason:**  
Leave will be granted for the following purposes:
1. The bargaining unit employee’s own serious illness or injury as defined by State and federal leave laws.
  2. A serious illness of the bargaining unit employee’s child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the bargaining unit employee.
  3. The birth, adoption or foster placement of a child.
- D. **Notification Process:**  
If the need for supplemental family/medical leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally thirty (30) days). If the leave was foreseeable and the bargaining unit employee fails to provide appropriate notice, commencement of the leave may be delayed. If the need for supplemental leave is not foreseeable, the bargaining unit employee is expected to give notice within one (1) to two (2) business days of learning of the need for leave except in extraordinary circumstances.
- E. **Medical Certification:**  
Medical certification utilized to approve the family/medical leave under Article 34, in most circumstances, will be sufficient for review and approval of supplemental family/medical leave requests. Periodic reports of the bargaining unit employee’s status and intent to return to work may be required during the supplemental leave period. Failure to provide requested

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

F. Unpaid Leave:

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

G. Intermittent Leave:

Supplemental family/medical leave may not be taken intermittently (in separate blocks of time) or on a reduced leave schedule.

H. On-the-Job Injuries.

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

I. Benefit (Refer to chart in Appendix 3):

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

J. Job Protection:

With some exceptions, a bargaining unit employee, whose supplemental family/medical leave does not exceed the leave

allotment, will return to an equivalent or former position upon completion of the leave. The bargaining unit employee will return with equivalent pay, benefits and other terms and conditions of employment existing on the day the leave began as long as such benefits are still provided by the Hospital.

**K. Return to Work:**

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

**L. Failure to Return:**

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

## **Article 36 – Short-Term Family Leave**

**A. Eligibility:**

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

**B. Notification Period:**

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

C. Use:

Leave may be provided for the following purposes:

1. To participate in preschool or school activities directly related to the academic advancement of the bargaining unit employee's child, step-child, foster child or ward who lives with the bargaining unit employee, such as a parent-teacher conference.
2. To attend or accompany the bargaining unit employee's child, step-child, foster child or the bargaining unit employee's parent, spouse or civil union partner, or parent of the bargaining unit employee's spouse or civil union partner or ward who lives with the bargaining unit employee ("immediate family") to routine medical or dental appointments.
3. To accompany the bargaining unit employee's parent, spouse or civil union partner, or parent of the bargaining unit employee's spouse or civil union partner to other appointments for professional services to their care and well-being.
4. To respond to a medical emergency involving the bargaining unit employee's immediate family.

D. Notification Process:

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

E. Paid Leave:

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

## Article 37 – Military Leave

- A. Eligibility:  
As required by law, regular bargaining unit employees ordered to military/uniform duty will be granted a leave of absence for the period of service time, including a reasonable period between leaving her/his job and entering military service and a reasonable period between her/his release from service and her/his return to work.
- B. Notification:  
A bargaining unit employee with active reserve commitments must inform her/his manager of the anticipated period of service as early as it is known and not later than at the time she/he receives military orders.
- C. CTO:  
A bargaining unit employee who has an annual reserve commitment may elect to be paid Combined Time Off (CTO) hours during the period of active duty or take an excused absence without pay, or a combination of both. It is the bargaining unit employee's responsibility to inform the Hospital whether to use CTO time. If the Hospital is not informed, available CTO will not be used.
- D. Benefits (Refer to chart in Appendix 3):
1. For the first thirty (30) days of military leave, the Hospital will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the bargaining unit employee's portion of the benefit cost is not received as instructed.
  2. On the thirty-first (31st) day of military leave, Hospital sponsored life insurance and short and long-term disability programs cease. If the bargaining unit employee wishes to retain coverage, she/he can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of military leave, the bargaining unit employee can maintain medical, dental, vision and healthcare reimbursement account through COBRA as instructed by the Hospital. The bargaining unit employee is

responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the bargaining unit employee's payment for the benefit cost is not received as instructed.

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

E. Seniority:

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

F. Pay Increases:

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

G. Reinstatement:

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

## Article 38 – Short Term Leaves of Absence

### A. Reasons:

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

1. Volunteering: A bargaining unit employee may request a leave of absence, up to ten (10) consecutive days per calendar year, to volunteer in support of any charitable organization as defined in Section 501(c)(3) of the IRS Code. To be eligible for this program, time must be taken in full day increments. Bargaining unit employees may choose to use CTO or be unpaid.
2. Election to the State Legislature: Any bargaining unit employee who, in order to serve as a member of the Vermont General Assembly, must leave a full-time or part-time position will be granted an unpaid leave of absence to perform any official duty in connection with her/his elected office. To be eligible for re-employment, the bargaining unit employee must return to work immediately following the completion of her/his legislative session. A bargaining unit employee who is elected to the General Assembly must notify Human Resources and her/his manager in writing within ten (10) days of winning the election.
3. Educational Leave of Absence: An unpaid leave of absence for educational opportunities that promote a bargaining unit employee's growth and development at Fletcher Allen Health Care may be granted for up to twenty-four (24) months at accredited educational institutions. Prior to the leave of absence and at the start of each academic semester of the leave, the bargaining unit employee must provide proof of enrollment.
4. Health Service: Underdeveloped Areas or Disadvantaged People: An unpaid leave of absence for up to twelve (12) months may be granted to participate in health services for the benefit of underdeveloped areas or disadvantaged people. Only one leave of up to twelve (12) months is permitted every three (3) years.
5. Professional Work Experience/Expertise: An unpaid leave of absence of up to twelve (12) months may be granted to a bargaining unit employee with five (5) or more years of consecutive full-time or part-time service, upon proof of employment in a health care related position to gain additional



professional expertise. Only one (1) leave of up to twelve (12) months is permitted every five (5) years.

6. Personal Leave of Absence: Up to six (6) months of unpaid leave may be granted in the event of unusual circumstances and personal emergencies. Unpaid absence will not be allowed unless all CTO has been used, except in cases of approved medical and/or family leave.

B. Process:

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

C. Benefit Provisions (Refer to chart in Appendix 3):

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

3. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on approved leave of absence. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the leave of absence.
- D. Employment Status (Refer to chart in Appendix 3)
- E. Return:  
If the bargaining unit employee is unable to return to work within the approved leave time, she/he must request an extension in writing to the Chief Human Resources Officer. Each request will be considered on an individual basis. Requests for an extension for unpaid leave of absence will not be unreasonably denied. Bargaining unit employees not returning within the approved leave time will be considered as having voluntarily terminated from the Hospital.

### **Article 39 – Discipline & Discharge**

- A. No bargaining unit employee, except for bargaining unit employees in a probationary period, shall be disciplined or discharged except for just cause.
- B. The Hospital will permit a VFNHP steward to be present during an investigatory interview according to Weingarten standards developed by the National Labor Relations Board. The manager or supervisor shall notify the bargaining unit employee that they may have a VFNHP representative present prior to or during any conversation, interview, or investigation that, in the reasonable opinion of the manager/supervisor, could result in progressive discipline or necessitate some form of disciplinary documentation in a personnel file.
- C. A bargaining unit employee shall be informed of the right to have a VFNHP steward or a VFNHP representative present whenever the employee is to be informed of a decision to issue a written warning, suspension or termination. In the event no VFNHP steward is available, the Hospital may impose the discipline but must meet with the bargaining unit employee and a steward as soon as practicable. Meetings shall be conducted in the spirit of mutual respect. A copy of the disciplinary action shall be given to the VFNHP steward at the end of the conference.

- D. Disciplinary actions involving written warning, suspension and termination only are subject to arbitration.
- E. The Hospital will provide the VFNHP with a courtesy copy of written discipline.

## **Article 40 – Grievance & Arbitration**

### A. Scope and Process

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

### B. Time Limits

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

to appeal to the next step as appropriate. Failure of the party against which the grievance was filed to meet a second deadline shall be deemed granting of the grievance.

C. Format

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

1. The date of the Step 1 verbal grievance and the name of the manager/VFNHP Officer to whom it was presented.
2. Attached statement of the facts upon which the grievance is based.
3. The section or sections of this Agreement that may have been violated.
4. The remedy or correction which is desired to be made; and the aggrieved party may not add to the sections of the Agreement, which were allegedly violated or the remedy after the request for arbitration. Similarly, the Arbitrator may not find contract violations or impose a remedy in excess of that which was set forth in the aggrieved party's written presentation at Step 3.

D. Steps

**Step 1**

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

**Step 2**

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

### **Step 3**

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

### **Step 4**

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

Arbitration will be conducted in accordance with American Arbitration Association procedures.

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

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

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

A grievance concerning a discharge must be filed initially at Step 2.

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

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

## **Article 41 – No Strike / No Lockout**

- A. There shall be no strikes or lockouts during the term of this Agreement unless negotiated as part of individual articles of this agreement.
- B. The VFNHP will not call or sanction any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work, or engage in any picketing at any facility where FAHC employees work during the period of this Agreement. The Hospital agrees that there will not be a lockout of bargaining unit employees during the period of this Agreement.
- C. Should a strike, sympathy strike, slowdown, or other concerted stoppage of work occur, whether or not called or sanctioned directly or indirectly by the VFNHP, the VFNHP, acting through all of its officials, within twenty-four (24) hours of a request by the Hospital shall:
  - 1. Publicly disavow such action by the bargaining unit employees.
  - 2. Advise the Hospital in writing that such action by bargaining unit employees has not been called or sanctioned by the VFNHP.
  - 3. Post notices on VFNHP bulletin boards that the VFNHP disapproves such action and instructs bargaining unit employees to return to work immediately.
- D. The Hospital shall have the right to discharge for cause any or all bargaining unit employees who incite, induce or participate in a violation of any of the provisions of this Article, subject to the grievance or arbitration procedures for the sole purpose of ascertaining whether the bargaining unit employee incited, induced or participated in a conduct prohibited by this Article.

## **Article 42 – Personnel Files**

Before placing any documentation into a bargaining unit employee's personnel file, the bargaining unit employee shall be informed of or given a copy of the documentation.

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

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

### **Article 43 – Health & Safety**

- A. The Hospital and the VFNHP recognize that bargaining unit employees may be exposed to workplace situations that pose risks to health. Consistent with hospital policies and the requirements of state and federal law, the Hospital agrees to protect the health of the bargaining unit employees and provide a safe work environment. To that end, the Hospital agrees to provide:
1. A program of infectious and communicable disease control as required by state and federal law.
  2. Physical examination health tests and immunizations as required by the Hospital, state and federal law at no cost to the employee.
  3. Material data safety sheets as required by state or federal law.
  4. Needle protection systems as required by state or federal law.
  5. All safety equipment as required by Hospital policies and procedures, state and federal law.
- B. Only bargaining unit employees trained to work with hazardous materials shall do so. The Hospital shall pay for the cost of appropriate training.
- C. Bargaining unit employees may raise safety complaints/concerns at any time without fear of reprisal for making the safety complaint/concern consistent with the Healthcare Whistleblower's Protection Act, 21 V.S.A., Section 507.

- D. Bargaining unit employees and the Hospital will be required to follow all written Hospital policies and procedures affecting health and safety.
- E. The Hospital shall continue to work with the VFNHP to ensure that written policies, procedures and protocols affecting health and safety are reviewed with the VFNHP, are readily available to bargaining unit employees and updates are brought to the attention of the bargaining unit employees in a timely fashion.
- F. The VFNHP may select one (1) LPN and (1) RN to be a member of the Environment of Care Committee and one (1) LPN and one (1) RN to be a member of the Safe Patient Handling Committee.

The Safe Patient Handling Committee will review any current policies and programs and develop a comprehensive program to teach and support correct patient handling. The committee will make recommendations addressing equipment, training, protocols and procedures.

## **Article 44 – Planning for the Future**

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

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



## **Article 45 – Parking**

The Hospital shall guarantee free on-site parking at FAHC facilities for all bargaining unit employees working at all sites other than MCHV and UHC.

The Hospital shall maintain a regular, convenient and free shuttle service to all outlying parking sites.

A security escort will be provided upon bargaining unit employee request. The parking lot will be physically lit and well maintained, including snow and ice removal.

All bargaining unit employees working evening, night, and weekends will be guaranteed free on-site parking in the ACC parking garage while at work with the potential exception of an emergency situation such as a mass casualty.

Bargaining unit employees who are on-call will be guaranteed emergency access parking when called into work.

Bargaining unit employees will be guaranteed free onsite parking in the ACC parking garage on the days they are pre-scheduled for on-call immediately following a scheduled shift.

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

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

## **Article 46 – Labor Management Committee**

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

### **Labor-Management Committee**

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

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

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

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

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

## **Article 47 - Clothing**

If uniforms are required for bargaining unit employees, which includes apparel of distinctive design or color, and are not useable or suitable in other healthcare or business settings, the Hospital will provide reasonable

uniforms at no cost to the employee. Bargaining unit employees may be required to clean and maintain uniforms consistent with current practice.

### **Article 48 – Maintenance of Standards**

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

### **Article 49 – Separability**

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

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

### **Article 50 – Duration of Contract**

This agreement shall become effective on the 9th day of July, 2009, and shall terminate at 12:01 a.m. on July 9, 2012.

## **APPENDIX 1**

### **ELECTION PROCEDURE AGREEMENT**

The attached Election Procedure Agreement shall be implemented effective with the signing of the final agreement for the 2009-2012 collective-bargaining agreement subject only to ratification by employees in the collective-bargaining unit. If the employees fail to ratify the collective-bargaining agreement within three (3) weeks from the date of execution, the Election Procedure Agreement will be considered null and void; the Union shall withdraw any petition for election; and Fletcher Allen Health Care will not be required to recognize or bargain over any unit described in the Election Procedure Agreement.

### **ELECTION AGREEMENT PROCEDURE**

The Parties, Vermont Federation of Nurses & Health Professionals Local 5221, UP/AFT-VT, AFL-CIO (VFNHP) (hereinafter "The Union") and Fletcher Allen Healthcare (FAHC) (hereinafter "Employer") enter into the following Election Procedure Agreement (hereinafter "EPA"), which is intended to provide workers freedom of choice on the question of whether to choose to be represented by a union or not to be represented by a union.

VFNHP and the Employer have agreed to the principles, rules of conduct and procedures set forth in this Agreement to ensure employees can make the decision whether or not to join a union based on accurate and factual information in an atmosphere that fosters a positive work environment free from coercion, intimidation, promises or threats and which is non-disruptive to the operation of Fletcher Allen Health Care.

#### **EPA Timetable**

The Union may at any time notify the Employer in writing of its desire to have its majority status, in any bargaining unit, determined by a secret ballot election conducted by the NLRB. The Union shall select, and notify the Employer in writing, of its desire to have an NLRB Stipulated Election. Immediately following the Union filing the standard thirty percent (30%) showing of interest with the NLRB and providing the Employer with notice of the filing, both the Union and the Employer will notify the NLRB of the parties' agreement that the vote be conducted as an NLRB Stipulated Election.

The election in the given unit will take place within twenty-five (25) days following the filing of the standard thirty percent (30%) showing of interest

for that unit with the NLRB; provided, however, that no election will take place until the Union has ratified and executed the 2009-2012 collective-bargaining agreement for the RNs and LPNs.

## **Stipulated Election**

The Union and the Employer will agree to a Stipulated NLRB election for employees employed by it in a bargaining unit petitioned for by the Union, as set forth below. Pursuant to NLRB procedures, the Union must file a representation petition with the appropriate office of the National Labor Relations Board ("NLRB"). The Employer and the Union shall agree to the election date and time and submit their request to the NLRB, with the election to be no later than twenty-five (25) days from the Union's filing of the petition.

The Union's representation petition shall designate one or more of the following units (or any combination thereof) for all full-time, regular part-time and per diem employees who work an average of four (4) hours per week in a continuous thirteen (13) week period:

- (1) All other professionals, excluding physicians and nurses;
- (2) All CSR Technicians, OR Technicians, Dialysis Technicians, HIM Coders, Professional Coders, Respiratory Therapists, Paramedics, EMTs, Ophthalmic Assistants, and CNL Technicians.
- (3) All other technical employees (except LPNs);
- (4) All business office clerical employees;
- (5) All non professionals (service employees); and
- (6) All "Skilled Maintenance" employees.

Excluding all Confidential Employees, Casual Employees, Guards, Supervisors, & Managers as defined in the Act and all other employees.

Immediately upon filing of a representation petition with the NLRB, the Parties will meet to define the job titles in each facility which are included in each unit. If the parties cannot reach resolution, then either party may submit a disagreement to the NLRB. The parties agree that resolution of such disputes should not delay the election, and that the NLRB election should be held by allowing individuals in any disputed positions to vote in the election, subject to challenge, which challenge shall be resolved by the NLRB after the election (if necessary).

The NLRB will conduct the election and count the ballots.

If a majority of employees casting valid ballots in any of these units vote to be represented by the Union, the Employer shall recognize the Union as the

exclusive representative of the employees in such units after all challenges and objections have been finally resolved and the Union has been certified by the NLRB and after which the Employer shall immediately enter into negotiations with the Union in a good faith effort to reach a collective bargaining agreement. In the event the majority of employees casting valid ballots in a particular unit vote not to be represented by the Union, the Union shall not file another petition for a representation election for that unit for one (1) year following the date that the petition resulting in this election was filed.

Nothing in this Agreement diminishes any access or other rights guaranteed to the Employer, the Union or employees by the National Labor Relations Act or by a collective bargaining agreement.

### **Lists**

Within forty-eight (48) hours of the NLRB's approval of the Stipulated Election agreement, the Employer shall provide the Union with a voter eligibility list containing the employee's name, home address, and job title for such unit both in writing and in an electronic format. The parties shall immediately attempt to resolve any disagreements (if any remain) over the status of job classifications or individuals that should be included on the voter eligibility list or excluded from such list. Such disagreement shall not delay the conduct of the election and disputed employees will be able to vote subject to challenge.

### **Voting**

Employees shall vote on work or non-work time subject to reasonable operating needs. Requests to vote will not be unreasonably denied. Three days prior to the election, the Parties shall post a joint memorandum encouraging employees to vote on election day. This shall be the only notification of election by the employer except on the day of election. On the day of the election, the Employer may notify the staff who are eligible to vote in the election of the date, time and location of the election. Neither the Employer nor the Union shall provide any financial inducements to vote. The voting shall take place at an appropriate location at the Facility, consistent with standard NLRB rules. The parties shall each be entitled to an equal number of observers at the election site. The observers must be non-supervisory employees.

### **Ballot Counting**

The NLRB shall count the ballots immediately following the conclusion of

voting. Both parties, including interested off-duty workers, may attend the counting of the ballots. If challenged ballots are potentially determinative of the result of any election, the NLRB shall resolve challenges to the eligibility of voters.

If a party wishes to file objections to the election based on allegations of significant violations of the Agreement, either party must file such objections in writing with the NLRB pursuant to NLRB timelines and procedures.

## **Standard of Conduct**

This "Standard of Conduct" section becomes effective immediately upon execution of the EPA. 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 parties shall provide a copy of the Joint Information Sheet (Attachment 1) to employees who have questions about this Agreement.

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. Similarly, neither the Union, nor any Union officer, agent, member, nor worker acting on the Union's behalf shall provide assistance to any individual or group including any workers of the Employer.

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 the 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 the EPA. When the Union has given Organizing Notice at the given facility, each party shall hold joint training sessions within a reasonable time period to emphasize 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.

### **Pre-Screening of Literature**

Before the Union uses any new piece of literature, it must first be submitted to the Employer's designated representative for review. Literature shall be as close to the final form to be distributed as reasonably possible. For example, the Union can cut and paste to create a document that looks like the final and need not present a professionally finished version for review. However, the document submitted for review must contain all language included in the final in the same location on the document and the final.

Before the Employer uses any new piece of literature relating to union



organizing, it must first be submitted to the Union's designated representative for review. Literature shall be as close to the final form to be distributed as reasonably possible. For example, the Employer can cut and paste to create a document that looks like the final and need not present a professionally finished version for review. However, the, document submitted for review must contain all language included in the final in the same location on the document and the final.

## **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 Election Procedure 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 forty-eight (48) 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 twenty-four (24) 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. If, however, the parties are unable to agree regarding the resolution of the alleged violation, the receiving party shall respond in writing to the written complaint within forty-eight (48) hours after its receipt.

If the written response is unsatisfactory to the complaining party, the complaining party may reduce the unresolved issue to writing and submit it to Lawrence Katz for resolution. Mr. Katz shall schedule a date for a hearing as soon as possible at a location mutually agreed upon by the parties. The hearing will be concluded in one day with each party entitled to equal time for its entire presentation including presentation of witnesses, documents, cross-examinations, and argument. Parties may electronically submit a written brief in support of their position within two (2) business days after the hearing. Witnesses will be sworn and the hearing will be transcribed by a court reporter (with same day or next day transcript).

## **Expedited Procedure**

Issues that arise during the twenty-five (25) day period between the petition and the election will be reduced to writing and submitted to Mr. Katz for a telephone conference within twenty-four (24) hours. Mr. Katz will then determine if he can make a decision right away, needs briefs and/or needs a

hearing to make a decision. Failure to meet the twenty-four (24) hour deadline shall not delay Mr. Katz from issuing his decision.

Briefs may be submitted to Lawrence Katz with a copy sent by mail to the opposing party. Mr. Katz shall issue a written decision within seven (7) business days of the date for sending briefs. Mr. Katz shall have authority to interpret this Agreement and issue a decision and remedy that is final and binding on the parties provided that Mr. Katz has no authority to reverse any disciplinary decision or impose any monetary remedy on either party.

The parties will share equally the expenses related to this procedure.

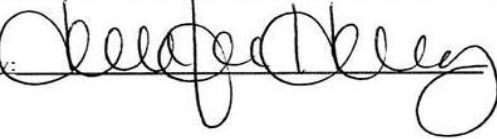
If Mr. Katz is unable or unwilling to serve in this capacity the parties shall meet and agree upon another person within one week after being made aware of Mr. Katz's unavailability.

### **Post-Certification Access and Communications**

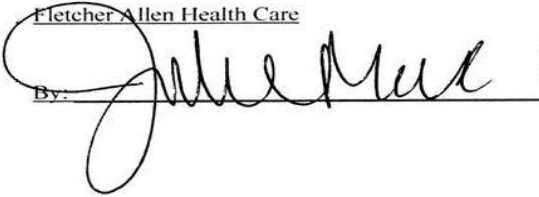
In the event one or more units certify the Union as their representative at a facility, the Employer will recognize a reasonable number of duly designated delegates in each such unit and instruct supervisors to meet with them in a good faith effort to resolve grievances or disagreements, which may arise pending settlement of the contract. During this post-certification time period, Union access shall be governed by the following provisions of the existing collective-bargaining agreement between VFNHP and the Employer: Article 4, Section A; the first paragraph of Article 4, Section B; and the Union may use the bulletin boards identified in Article 4.

Signed and so agreed this 30 day of May 2009; to be effective for 3 years from the date this Agreement is signed.

Vermont Federation of Nurses and Health Professionals, Local 5221

By:  5/30/09

Fletcher Allen Health Care

By:  5/30/09

ATTACHMENT #1

JOINT INFORMATION SHEET



To (insert unit(s)) workers of Fletcher Allen Health Care:

Vermont Federation of Nurses and Health Professionals Local 5221, UP AFT VT, AFL-CIO, has commenced an organizing campaign to represent (insert unit(s)) workers of Fletcher Allen Health Care for the purposes of collective bargaining.

FAHC and the VFNHP will honor the choice made by workers.

Appendix 2  
Benefit and Employment Status During Family and Medical Leave

Appendix 3  
Benefit and Employment Status During Leave of Absence



**Appendix 4 – Nursing Clinical Divisions**  
For Purpose of Layoff Under Article 16

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



**APPENDIX 5**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**FLETCHER ALLEN HEALTH CARE (“Fletcher Allen”)**  
**And**  
**VERMONT FEDERATION OF NURSES AND HEALTH**  
**PROFESSIONALS**  
**LOCAL NO. 5221, UP AFT VT, AFL-CIO (“VFNHP”)**  
**(LPN Grandfathering)**

This Memorandum of Agreement (MOA) is made by and between Fletcher Allen and the VFNHP. Its terms are effective upon the date of execution of this MOA by all parties.

THE PARTIES AGREE AND UNDERSTAND THAT:

1. This MOA will supplement the current Collective Bargaining Agreements (CBA) entered into by the parties which expire on July 9, 2012.
2. Fletcher Allen and the VFNHP agree that bargaining unit LPNs who have extensive experience at Fletcher Allen are very important members of the patient care delivery team.
3. LPNs’ experience at Fletcher Allen should be taken into consideration as staffing plans are created and implemented to integrate LPNs who, as of the date of the execution of this agreement, have attained an age and length of service which, when combined, equals or exceeds eighty (80). Fletcher Allen and the VFNHP agree that any bargaining unit LPN currently employed by Fletcher Allen who meets the “grandfathering” criteria (as outlined above), will be integrated into the staffing plan on the unit where they currently practice.
4. Fletcher Allen and the VFNHP agree to work collaboratively on the plans for integration of “grandfathered” bargaining unit LPNs.
5. The balance of the terms in the current CBA will remain in effect until July 9, 2012. This MOA may not be modified, amended, or changed unless in writing and all parties sign said agreement.
6. This Agreement is subject to ratification by the VFNHP membership.

**APPENDIX 6**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**FLETCHER ALLEN HEALTH CARE (“Fletcher Allen”)**  
**And**  
**VERMONT FEDERATION OF NURSES AND HEALTH**  
**PROFESSIONALS**  
**LOCAL NO. 5221, UP AFT VT, AFL-CIO (“VFNHP”)**

**(Supervisory/Managerial Duties)**

This Memorandum of Agreement (MOA) is made by and between Fletcher Allen and the VFNHP. Its terms are effective upon the date of execution of this MOA by all parties.

This MOA will supplement the current Collective Bargaining Agreement (CBA) entered into by the parties that will expire on July 9, 2012.

The parties agree that the responsibilities/job duties of any position currently in the bargaining unit, or the responsibilities that are or may be assigned by FAHC to any bargaining unit employee, shall not include or be considered in any way supervisory or managerial duties as defined or may be defined by the National Labor Relations Board.

**APPENDIX 7**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**FLETCHER ALLEN HEALTH CARE (“Fletcher Allen”)**  
**And**  
**VERMONT FEDERATION OF NURSES AND HEALTH**  
**PROFESSIONALS**  
**LOCAL NO. 5221, UP AFT VT, AFL-CIO (“VFNHP”)**

**Pay Structure Changes**

This Memorandum of Agreement (MOA) is made by and between Fletcher Allen and the VFNHP. Its terms are effective upon the date of execution of this MOA by all parties.

Clinical Educators Outpatient will move to pay grade U8 effective the first payroll period of October 2009.

Ambulatory RN III’s in the Medical Group Nursing Structure will continue to be paid at pay grade U4 but will convert to non-exempt status effective the first payroll period of October 2009.

**APPENDIX 8**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**FLETCHER ALLEN HEALTH CARE (“Fletcher Allen”)**  
**And**  
**VERMONT FEDERATION OF NURSES AND HEALTH**  
**PROFESSIONALS**  
**LOCAL NO. 5221, UP AFT VT, AFL-CIO (“VFNHP”)**

**Medical Group Nursing Structure**

This Memorandum of Agreement (MoA) is made by and between Fletcher Allen (FAHC) and the VFNHP and its terms are effective upon the date of execution of this MOA by all parties. This MOA pertains to RNs who work in FAHC Medical Group cost centers only.

**THE PARTIES AGREE AND UNDERSTAND THAT:**

1. The Medical Group Nursing Structure (MGNS) was developed freely and jointly between FAHC and the VFNHP in the spirit of cooperation for the overall improvement of patient care at FAHC and to meet the following Medical Group Workforce Strategy Goals:
  - a. Support a culture that demonstrates credibility, respect, fairness, pride and camaraderie and recognizes employees as a key factor in the organization’s success.
  - b. Support initiatives to attract and retain qualified staff.
  - c. Establish opportunities to obtain employee input.
  - d. Provide staff with education necessary to maintain competency in a changing environment.
  - e. Foster meaningful work opportunities and allow all employees to develop a formal career growth plan.
  - f. Educate employees to respond to customer concerns and empower them to do service recovery.
2. The MGNS will consist of four levels, I – IV each with its own skill, experience and credentialing requirements as follows:
  - a. **Level I:** Mandatory level for new RN graduates. Temporary position until orientation/training/competency is complete. Maximum duration for allowing an RN to meet all of the requirements of Level II is 12 months. Pay Grade is U1.
  - b. **Level II:** Required experience of 1 year in relevant clinical area and/or work independently by demonstrating clinical competency in all areas of Level I accountabilities within outpatient settings. Pay Grade is U2.

- c. **Level III:** Required experience of 2 years, relevant RN experience. Formal certification required (see #4 below). Pay Grade is U4.
  - d. **Level IV:** Required experience of 4 years, relevant RN experience. Formal certification required (see #4 below). This position functions as an identified lead/clinical expert for the listed areas. Pay Grade is U8.
3. Specific skill, experience and competencies are detailed on the job description for each respective level (Refer to PeopleSoft for updated job descriptions)
4. Certification, CEU's/Contact Hours and Presentation
- a. Certification must be relevant to the appropriate specialty.
  - b. Certification must be an American Board of Nursing Specialties accredited certification.  
([http://www.nursingcertification.org/exam\\_programs.htm](http://www.nursingcertification.org/exam_programs.htm))
  - c. In the event an appropriate certification is not available for a specialty, the completion of 18 CEU's/Contact Hours per year will serve as a substitute.
  - d. CEU's/Contact Hours must be relevant to the nurse's specialty.
  - e. In conjunction with certification or CEU's/Contact Hours (if an appropriate certification is not available for a specialty), one formal presentation to a peer group will be completed per year.
  - f. Prior to presentation, formal presentations must be reviewed and approved by the Medical Group Nursing Practice Council for appropriateness, content and audience.
  - g. Medical Group Nursing Practice Council will serve as the presentation review group. The group will be comprised of Level IV RNs, the Director of Clinical Operations, one outpatient nurse educator, one additional MG Director and one MG Practice Supervisor.
    - 1. This group will meet monthly to review presentations and may also provide input to MG Clinical Operations on clinical practice, orientation and competency.
    - 2. Medical Group Nursing Practice Council agendas will include, but not be limited to, unit staffing, patient satisfaction survey results, competencies, orientation and updates on trainings.
5. The Candidate Selection Process for **Level III** is as follows:

- a. With the implementation (See Appendix II) of the MGNS within each Health Care Service, a meeting will be held with each nurse within 30 days of implementation of the MGNS. The purpose of this meeting is to identify current certifications, CEUs/Contact Hours (in the absence of appropriate certification, see #4 above) and formal presentations completed.
  - b. The practice/nursing supervisor will review the certification, CEUs/Contact Hours (in the absence of appropriate certification, see #4 above) and formal presentation documentation submitted by the employee. Upon supervisor approval of the documentation, the candidate will be status changed into a Level III position, effective the following pay period. The supervisor's review and response will take no longer than 10 business days from date of submission.
  - c. On an annual basis, the practice/nursing supervisor will review the certification, CEUs/Contact Hours (in the absence of appropriate certification, see #4 above) and formal presentation documentation submitted by the employee. If all requirements are met, approval will be provided by the practice/nursing supervisor for continuation of the Level III position. If requirements are not met, the employee will be status changed to a Level II until requirements are completed, effective the following pay period.
  - d. Once appropriate certification, CEUs/Contact Hours (in the absence of appropriate certification, see #4 above) and formal presentation requirements are completed, documented, reviewed and approved by the practice/nursing supervisor, the employee will be status changed into a Level III position, effective the following pay period.
  - e. Upon implementation of the MGNS, the Staff Nurse Specialist will have one year to complete the requirements of the Level III position. If requirements are not met at the end of year one, they will be status changed to a Level II position.
6. The Candidate Selection Process for **Level IV** is as follows:
- a. Each identified area (see Appendix III) will have one Level IV RN position. Qualified Level III RNs can apply to move up to Level IV.
  - b. Positions will be filled as dictated by the collective-bargaining agreement.

- c. To be eligible for Level IV position, a bargaining unit employee must hold a position of 64 hours per pay period or greater to allow for consistency and availability.
- d. To maintain a Level IV position, a bargaining unit employee must:
  - a. Achieve successful completion of Level IV specific accountabilities (see Appendix I)
  - b. Maintain a position of 64 hours per pay period or greater to allow for consistency and availability.
  - c. Maintain certification, CEUs/Contact Hours (in the absence of appropriate certification, see #4 above) and formal presentation requirements. See #4 above.
- e. This position is not a new position and will not add FTEs. The candidate will perform these duties in addition to “direct patient care” responsibilities. The RN will work collaboratively with the Practice/Nursing Supervisor to allow for appropriate time for completion of these duties.
- f. In the event there are no qualified applicants, the position will remain vacant until a qualified applicant is identified within the area.

## **Training Requirements – Level IV**

Preceptor Workshop

Joint Commission 101

Building and Maintaining Effective Working Relationships

Motivating Others

Process Improvement – Implementation and Evaluation of the PDSA Cycle  
Communication/Delegation

## **.Level IV Specific Accountabilities**

### **Subject to approval of Practice Supervisor and MG Clinical Operations:**

- Develops and maintains clinical orientation plan for division/site.
- Develops and maintains site/division specific competencies.
- Participates in the auditing of site based lab logs, ensuring completion. Participates in the development of an improvement plan if deficiencies are identified.
- Participates in the auditing of site based checklists (AED, Pharmacy, O2 tank), ensuring completion. Participates in the development of an improvement plan if deficiencies are identified.

- Participates in completing monthly Joint Commission audits. Participates in the development of an improvement plan if deficiencies are identified.
- Participates in annual mock Joint Commission survey.
- Attends monthly Medical Group Nursing Practice Council, 80% participation required.
- Provides annual in-service to site/division regarding appropriate clinical updates. Medical Group Nursing Practice Council will serve as clearing house for presentation review and approval.
- Develops and maintains site/division triage protocols.
- Develops and maintains site/division screening protocols.

### **Nursing Structure Implementation Timeline:**

Phase 1 – Completion date 12/1/08

- Complete transition of RN I to RN II for all RN I's who have held role greater than 1 year and have successfully completed orientation and associated competencies
- Identify RN I's who need to complete orientation and competencies and confirm they are on track for RN II within 3 months. Provide support, identify barriers if appropriate.
- Complete MOA with Union and FAHC approval to define structure changes and process going forward

Phase 2 – Completion date 1/12/09

- Implementation of Nursing Structure within Children's Health Care Service

Phase 3 – Completion date 4/1/09

- Implementation of Nursing Structure within Cancer Services and Orthopedic Health Care Service

Phase 4 – Completion date 7/1/09

- Implementation of Nursing Structure within Neurology Health Care Service and Anesthesia Health Care Service

Phase 5 – Completion date 10/1/09

- Implementation of Nursing Structure within Surgery Health Care Service, Medicine Health Care Service, Women's Health Care Service, Radiology Health Care Service, PCIM Health Care Service and Family Medicine Health Care Service.

### **Nursing Structure Level IV RN Position List:**

#### Area:

Adult Heme/Onc

Pain Center

PCIM – Aesculapius/Williston

PCIM – Burlington/Essex



Family Medicine – Berlin  
Family Medicine – Colchester  
Family Medicine – Milton  
Family Medicine – So. Burl  
Family Medicine – WICC  
Children’s – GI

**Nursing Structure Level IV RN Position List (continued):**

Children’s – Nephrology  
Children’s – Endocrine  
Children’s – NeoMed  
Children’s – Pulmonary  
Children’s – Cardiology  
Children’s - Heme/Onc  
Children’s – Primary Care  
Interventional Radiology  
Medicine – GI  
Medicine – Pulmonary  
Medicine – Rheumatology  
Medicine – ID  
Medicine – Cardiology  
Medicine – Dermatology  
Medicine – Endocrine  
Medicine – Nephrology  
Neurology – General/CNL  
Surgery – NeuroSurg  
Surgery – CT Surgery  
Surgery – Urology  
Surgery – Vascular  
Surgery – General  
Surgery – ENT  
Surgery – Plastics  
Ortho  
Women’s – IVF  
Women’s – MFM  
Women’s – Generalist/Onc

## APPENDIX 9

Jennifer Henry, RN, President  
Vermont Federation of Nurses and Health Professionals,  
UP/AFT-VT, AFL-CIO, Local No. 5221  
P.O. Box 948  
Burlington, VT 05402

### **Re: Retirement Plan**

Dear Jennifer:

This letter confirms our agreement on certain changes to the Retirement Plans referred to in the collective-bargaining agreement between FAHC and the Union.

- In the 403b plan, the Hospital will eliminate the requirement that in order to take a distribution, a bargaining unit participant who has reached the age of 59½ must work less than 30 scheduled hours a week.
- In the 403b plan, for the purpose of the Age and Years of Service calculation, the Hospital will count hours worked in a non-benefits-eligible status.
- In the 403b plan, the Hospital will allow bargaining unit participants to set up after-tax ROTH accounts.
- In the 403b plan, the Hospital will provide for automatic enrollment of all benefits-eligible bargaining unit employees. Unless the bargaining unit employee signs a written waiver, she/he will automatically receive the basic employer contribution, subject to the plan requirements.
- In the 403b plan, the Hospital will transition to using Fidelity Investments as the plan's single vendor. The Union will be invited to appoint a member to the project's transition team. Bargaining unit employees will not be required to move Valic and TIAA-CREF balances to Fidelity. Bargaining unit employees who do opt to transfer existing balances will not incur any service charges. Fidelity will waive the annual fee charged to participants and will offer institutional mutual funds with lower participant fees. Fidelity will partner with the Hospital to provide enhanced education via onsite meetings and printed and electronic communications.

Sincerely,

/ *Paul Macuga* / Paul Macuga

Senior Vice President, Human Resources

I agree with and accept the terms of this letter.

/ *Jennifer Henry* / Jennifer Henry, RN President VFNHP

/ *Judith Line* / Judith Line, LPN Vice President VFNHP

## APPENDIX 10

Jennifer Henry, RN, President  
Vermont Federation of Nurses and Health Professionals,  
UP AFT VT, AFL-CIO, Local No. 5221  
P.O. Box 948  
Burlington, VT 05402

**Re: Medical Plan**

Dear Jennifer:

This letter confirms our agreement to reduce the costs for bargaining unit members and their covered dependents who utilize Fletcher Allen for their health care services. Specifically, Fletcher Allen agrees to reduce the following costs if they are obtained from a Fletcher Allen provider:

- Inpatient hospital care (facility charge only): Reduce coinsurance from 10% to 5%;
- Outpatient surgery (facility charge only): Reduce coinsurance from 10% to 5%;
- Outpatient radiology: Reduce coinsurance from 10% to 5%;
- Professional radiology: Reduce coinsurance from 10% to 5% ;
- Outpatient lab: Reduce coinsurance from 10% to 5%;
- Professional lab: Reduce coinsurance from 10% to 5%.

Sincerely,

/ *Paul Macuga* / Paul Macuga  
Senior Vice President, Human Resources

I agree with and accept the terms of this letter.

/ *Jennifer Henry* / Jennifer Henry, RN President VFNHP  
/ *Judith Line* / Judith Line, LPN Vice President VFNHP

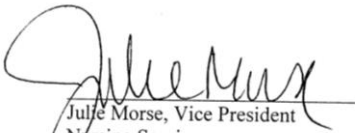
## APPENDIX 11

### PRISM Side-Letter

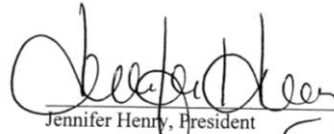
Fletcher Allen Health Care (“FAHC”) and the Vermont Federation of Nursing and Health Professionals, Local 5221 (the “VFNHP”) have discussed PRISM and its implementation before and during the negotiations for the 2009-2012 collective-bargaining agreement. Preparation for PRISM has been in process for more than a year. Both FAHC and the Union, and their respective leaders, join in support of PRISM and commit to make implementation as smooth as possible.

Recognizing that problems may arise despite the most meticulous planning, the parties agree that issues related to the implementation of PRISM will be resolved between the parties, without involvement of parties outside of FAHC or the VFNHP according to the following procedure. The Union shall refer all complaints, concerns or other issues that cannot be resolved at the unit level related to PRISM to the Vice-President of Nursing Services, or her designee, who will promptly investigate the matter and discuss possible resolution with the President of the VFNHP or her designee. The Vice-President of Nursing Services and the President of the VFNHP shall work together to resolve any issues.

Any dispute arising under this agreement will be resolved according to the expedited procedure in the Rapid Response Team and Enforcement procedures in the Election Procedures Agreement.



Julie Morse, Vice President  
Nursing Services  
Fletcher Allen Health Care



Jennifer Henry, President  
Vermont Federation of Nursing and  
Health Professionals, Local 5221

5/30/09

/ Judith Line /

Judith Line  
LPN Vice President

## APPENDIX 12

### Settlement Agreement

Fletcher Allen Health Care (FAHC) and the Vermont Federation of Nurses and Health Professional, UP AFT VT, AFL-CIO, Local 5221 (the “Union”) agree to resolve the Grievance filed by Maura Finn and Catherine Synnott in July 2007 relating to urgent pay for work in the PACU (the “Grievance”) on the terms of this Settlement Agreement

1. The parties agree to apply the following provisions, beginning on the date of this Agreement:

The following is written to define the pay practices for taking care of those patients in PACU during the hours of on-call and weekends who meet discharge criteria and where suitable arrangements or bed placements cannot be made due to high acuity or periods of high census. For the purposes of this situation, on-call hours are defined as those hours between midnight to 7 a.m. (Mondays through Friday at 7 a.m.) while weekend hours are between the hours of midnight on Friday and 7 a.m. on Monday.

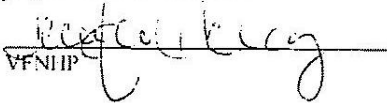
In these situations, the following priority will be used:

- a. Resource department nurse called to care for patients.
  - b. Bargaining unit employees with the necessary skill and ability may volunteer to float.
  - c. Travelers with the necessary skill and ability will be floated.
  - d. Available per diem and/or part-time bargaining unit employees will be asked to work.
  - e. Bargaining unit employees from within PACU will be asked to work overtime. (Consistent with Article 24.)
  - f. PACU staff members who are on-call will be called in and paid urgent pay for the time they are caring for a patient who has met the discharge criteria without an appropriate bed placement. If this patient is discharged from the PACU, the PACU staff member will revert to on-call pay status. During the period when the PACU member receives urgent pay for this special type of situation, she/he will not receive on-call pay.
2. FAHC agrees to pay the difference between actual compensation received and urgent pay compensation which would have been paid according to the provision of Section 1 of this Agreement to Maura Finn for three hours and Catherine Synnott for four hours. Except as stated in this Section 2, the parties agree that the provisions of Section 1 shall apply only prospectively.
  3. The Union agrees to withdraw the Grievance with prejudice.

4. The parties agree to cancel the arbitration scheduled for May 29, 2008, and to split the costs of the arbitrator.

  
Fletcher Allen Health Care

5-22-08  
Date

  
VFNIIP

5/22/08  
Date

## **APPENDIX 13**






## **APPENDIX 14**

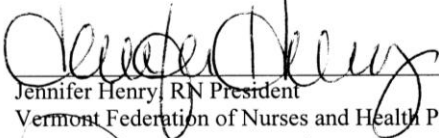


**Execution of Contract**

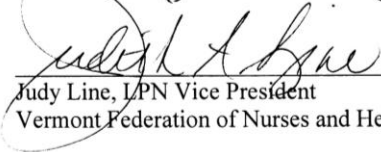
Signed by Fletcher Allen and VFNHP July 9, 2009

  
\_\_\_\_\_  
Sandra Dalton, CNO and VP of Patient Care Services  
Fletcher Allen Health Care

July 14, 2009  
Date

  
\_\_\_\_\_  
Jennifer Henry, RN President  
Vermont Federation of Nurses and Health Professionals

July 8, 2009  
Date

  
\_\_\_\_\_  
Judy Line, LPN Vice President  
Vermont Federation of Nurses and Health Professionals

July 8, 2009  
Date

**NOTES:**


**NOTES:**


**NOTES:**
