

Complete Agreement
BMH and BFN, Local 5064

The contract will go into effect on October 1, 2019, upon ratification of the Brattleboro Federation of Nurses, Local 5064 membership.

Articles that have been tentatively agreed to and are attached here:

Article 1, Section 1- Job Security
Article 1, Section 3- Dues Check Off
Article 1, Section 6- Nurses List
Article 3, Section 3- BSN and MSN Differential
Article 3, Section 4- Shift Differential
Article 3, Section 5- On-Call
Article 3, Section 8- Weekend Differential
Article 3, Section 10- Holiday Differential
Article 3, Section 13- Per Diem Differential
Article 3, Section 14-Critical Care Float
Article 3, Section 14- Referral Bonus
Article 3, Section 16- Sign-On Bonus
Article 4, Section 1- Hours of Work
Side Letter Agreement on Online Scheduling
Article 4, Section 6- Ambulance Run
Article 5, Section 1- Joint Staffing Committee
Article 6, Section 1- Seniority
Article 7, Section 1- Orientation of a Nurse
Article 7, Section 2- Professional Support and Professional Practice Development
Article 7, Section 7- Liability Insurance
Article 9, Section 1- Grievance Procedure
Article 11, Section 2- Filling Vacancies
Article 12- Health and Dental Insurance
Article 16, Section 1- Union Rights
NEW Article- Successorship
Wage Scale for RNs
Wage Scale for LPNs

Any articles not listed remain unchanged from the current agreement.

BFN Signature:

Stacy A. Chirba

Date: 9/5/19

BMH Signature: *J. Stack, RN*

Date: 9/5/19

NEW

Proposed Placement: Section 1, Article 1

Union Counter Package Proposal

September 5, 2019

A. Job Erosion

If the employer contemplates utilizing supervisors, agency employees, and/or other non-bargaining unit employees to perform bargaining unit work in such a manner that results in layoffs of the bargaining unit or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees, Management will bring the issue to the Union as directed in Article 1, Section 1 of this agreement.

BFN Signature: *Macy A. Chie RN*

BMH: Signature: *J. Stack, RN*

DATE: *9/5/19*

Article 1, Section 3.

Dues Checkoff

Union Proposal

June 19, 2019

Page 1 of current contract

- A. The Hospital agrees to deduct Union membership dues or monies equivalent to on a bi-weekly basis from the salary of bargaining unit members who voluntarily authorize such deduction by signing and having on file with the Hospital Human Resource Department a dues checkoff authorization card.

This authorization can be revoked at any time by the termination of employment. Otherwise, this authorization may only be revoked if such revocation is in writing and submitted to the Hospital and to the bargaining unit treasurer, in accordance with the union membership card. Such revocation shall become effective upon the first payroll period following the termination of employee or filing of the revocation, in accordance with the union membership card.

The Hospital will remit by the tenth day of the following month all dues or equivalent amounts deducted during the month, along with a list of the amount deducted from each employee. Such remittance shall be to the bargaining unit treasurer.

B. The Union will implement an agency fee for non-members, subject to the following conditions:

- a. The agency fee will apply to all bargaining unit members hired after September 30, 2010, who choose not to become members of the Union. The agency fee will also apply to any dues-paying bargaining unit member who subsequently withdraws his or her request for bargaining unit member status, in accordance with the union membership card. This provision will apply to all members of the bargaining unit regardless of when they became employed by the Hospital.
- ~~b. A new hire under this bargaining agreement shall be provided a form on which he or she shall authorize either Union dues or Agency fee.~~
- c. The amount of the Agency fee shall ~~not exceed 85 percent of the amount payable as dues by the Union members~~ be provided to the Employer annually

C. The Union shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or by reason of action taken or not

taken by the Hospital, for the purposes of complying with any of the provisions of this article, or in reliance on any authorization revocation, notice of assignment furnished under any of such provisions.

Tentatively Agreed

J. Stack, RN 8/21/19
Atty 91 chz

Tentative Agreement

Article 1, Section 6. Nurse List

Page 2 of current contract

On a monthly basis, the Hospital shall forward to the President of the Unions an alphabetical list of registered nurses and licensed practical nurses, respectively, in the bargaining unit at the Hospital compiled from the Hospital's records, which list shall include names, addresses, primary shift assigned, primary unit assigned, telephone number on record, hire date, job description and rate of pay. Changes to such list shall be forwarded to the Union monthly.

Tentatively Agreed:

BMH Signature:

J Stack, RN

BFN Signature:

Stacy A Chin RN

Date:

8/21/19

Article 3, Section 3. BSN and MSN Differential

BMH Counter Proposal

August 21 2019

Page 11 of current contract

With validation of a BSN degree, a BSN differential of one dollar and twenty-five cents (\$1.25) per hour will be paid to the nurse on all hours worked and all earned time hours paid; excluding earned time buy back paid. There will be no other differential or any other form of compensation for having a BSN degree.

With validation of an MSN degree, a MSN differential of one dollar and fifty cents (\$1.50) per hour will be paid to the nurse on all hours worked and all earned time hours paid; excluding earned time buy back paid. There will be no other differential or any other form of compensation for having a MSN degree. Nurses with both a BSN and MSN will receive the MSN differential only.

Tentatively agreed:

BMH Signature:

J Stack, RN

BFN Signature:

Stacy A Chie RN

Date: 8/28/19

Article 3, Section 4. Shift Differential

Union Counter Proposal

August 14, 2019

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Effective October 1, 2019, the evening shift differential will be paid at a rate of two dollars and seventy-five cents (\$2.75) per hour.

Effective October 1, 2019, the night shift differential will be paid at the following rate of six dollars (\$6.00) per hour:

If an employee works two (2) hours or more beyond the day shift zone (3:00 PM) or evening shift zone (11:00 PM) all time worked beyond the designated times shall include appropriate evening or night shift differential.

For those nurses working twelve (12) hour shifts, differentials will be paid for those hours worked during the applicable differential period.

BMH Signature: *J Stack RN*

BFN Signature: *Stacy A Chis RN*

Date: *9/5/19*

Article 3, Section 5. On-Call

Hospital Package Proposal

September 5, 2019

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A. Non-exempt nurses taking on-call shall be paid five dollars (\$5.00) per hour when on-call.

Each time they are called back to the Hospital from on-call status, on-call pay stops and they shall be paid for all time worked, but in no event for less than two (2) hours for each call in at time and one half.

If a day shift employee in the operating room has been on-call, and in fact worked a total of four (4) hours while on-call, and at least two (2) of those hours were between the hours of midnight and 6:00 AM, said employee may elect not to work the day shift immediately following the midnight to 6:00 AM shift. The employee shall not receive any pay for the time not worked. Nor shall the employee be disciplined for not working providing that, prior to leaving the Hospital after working hours between midnight and 6:00 AM, the employee told the Nursing Supervisor or Department Manager that s/he would not be reporting for the day shift.

B. It is understood that all nurses may be assigned not-needed time or placed on-call. It is further understood that an employee who otherwise would be assigned not-needed time or placed on-call, may, pursuant to the provisions of Article IV Section 1 H and the Not-Needed Time Distribution Policy, be entitled to displace another nurse who had previously been assigned less not-needed time. Nurses placed on call will be reachable by telephone/pager during the assigned on call period. Restrict personal travel to permit immediate availability. Nurses on call should arrive within 15 minutes plus their normal home commute time. With the exception of the operating room which is expected to report to work within 30 minutes.

It is recognized that individuals so displaced may be put on-call.

a. A nurse placed on call will be paid five dollars (\$5.00) per hour for all hours on call.

b. If s/he is called to return to work, on-call pay stops and the employee will be paid at a rate of one and one half (1 ½) times his/her normal rate for all hours worked with minimum of 2 hours. provided, However, that his/her pay does not exceed what s/he would have earned on that shift (excluding the on-call pay).

c. At the request of the on-call nurse, the on-call status may be changed to not-needed at the discretion of the supervisor.

d. "A nurse in all departments given a not-needed or on-call on Christmas or Thanksgiving holidays will be fifteen dollars (\$15.00) per hour for all hours not-needed or on call in addition to having the option of using earned time.

If s/he is called to return to work, on-call pay stops and the employee will be paid at the applicable holiday rate for all hours worked.

When preparing the schedule, the Hospital will schedule on-call as equitably as possible. In distributing scheduled on-call the amount of on-call shifts assigned shall be in proportion to the nurses' scheduled hours, provided, however, that a nurse may volunteer for and be assigned more than his/her proportionate share of on-call.

C. (Memorandum of Understanding, June 30, 2016).

Nurses working in the Perioperative unit will be notified of On-Call and NN/OC for the next day after the surgical schedule is reviewed and it is determined there is a need for less staff. One nurse will be placed on call in this situation. The nurses will be available for 7:00-3:30 shift and float to all the other units as patient care warrants. The nurse will be available to float to all other units as patient care warrants. Determination will follow the contact guidelines as set forth on pages 15, 16, Article IV, Section H N/N Time. Staff will only be notified by 05:30am by the night supervisor if the N/N is cancelled due to a staffing issues. On-call person can be called in any time after 05:30 am.

Selection will be made on a rotating basis from the hospital electronic master float list. Those nurses whose turn it is to float, but whose skill set is required in the unit (e.g Endo, On-Call O.R. nurse), may be exempt from the rotation that day as determined by the unit manager/team leaders. Equal rotation should be utilized throughout the Perioperative area as determined by the contract, page 14, Article IV, Section 1, G, Floating. The on-call person is called in will be the float person.

BMH Signature:

J Stack, RN

BFN Signature:

Stacy A Chiu RN

Date:

9/5/19

Article 3, Section 8. Weekend Differential

BMH Package Proposal

September 5, 2019

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Weekend differential of Three dollars per hour (\$3.00) shall be paid to non-exempt nurses who are scheduled and work weekend hours beginning with the night shift Friday night and ending with and including the evening shift on Sunday.

For those nurses working twelve (12) hour shifts, differentials will be paid for those hours worked during the applicable differential period.

BMH Signature: JSack RN

BFN Signature: Tracy A. Chiswick

Date: 9/5/19

Article 3, Section 10. Holiday Differential

Hospital Package Proposal

September 5, 2019

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Double time shall be paid to non-exempt nurses who work on the holiday beginning with Thanksgiving eve, 11:00 PM through 11:00 PM Thanksgiving Day. A holiday differential of ten dollars (\$10.00) per hour in addition to the double time shall be paid to nurses, who are **called back to the Hospital from on-call**, to work on the Thanksgiving holiday, as designated in this contract.

Double time shall be paid to non-exempt nurses who work on the holiday beginning with Christmas Eve, 3:00 PM through 11:00 PM Christmas Day. A holiday differential of ten dollars (\$ 10.00) per hour in addition to the double time shall be paid to nurses, who are **called back to the Hospital from on-call**, to work on the Christmas holiday, as designated in this contract.

Double time shall be paid to non-exempt nurses who work on the holiday beginning with New Year's Eve, 3:00 PM through 3:00 PM New Year's Day. A holiday differential of ten dollars (\$ 10.00) per hour in addition to the double time shall be paid to nurses, who are **called back to the Hospital from on-call**, to work on the New Year's holiday, as designated in this contract.

Time and one half (1 1/2) shall be paid to non-exempt nurses who work on the holiday beginning with Memorial Day Evening, 11:00 PM through 11:00 PM Memorial Day. A holiday differential of ten dollars (\$ 10.00) per hour in addition to the time and one half (1 1/2) shall be paid to nurses, who are **called back to the Hospital from on-call**, to work on the Memorial Day holiday, as designated in this contract.

Time and one half (1 1/2) shall be paid to non-exempt nurses who work on the holiday beginning with Fourth of July eve, 11:00 PM through 11:00 PM Fourth of July Day. A holiday differential of ten dollars (\$ 10.00) per hour in addition to the time and one half (1 1/2) shall be paid to nurses, who are **called back to the Hospital from on-call**, to work on the Fourth of July holiday, as designated in this contract.

Time and one half (1 1/2) shall be paid to non-exempt nurses who work on the holiday beginning with Labor Day Eve, 11:00 PM through 11:00 PM Labor Day. A holiday differential of ten dollars (\$10.00) per hour in addition to the time and one half (1 1/2) shall be paid to nurses who are **called back to the Hospital from on-call**, to work on the Labor Day holiday, as designated in this contract.

For those nurses working twelve (12) hour shifts, differential will be paid for those hours worked during the applicable differential period.

BMH Signature: J Stack, RN

BFN Signature: Tracy Achir RN

Date: 9/5/19

Article 3, Section 13.
Per Diem Differential

Tentative Agreement

August 21, 2019

Page 14 of current contract

Upon Ratification of this agreement, the per diem nurses will be paid a per diem differential of five dollars (\$5.00) per hour for all hours worked.

This differential replaces prior earned time accrual. Effective October 1, 2007, per diem nurses will no longer accrue earned time.

Tentatively Agreed:

BMH Signature:

J Stack, RN

BFN Signature:

Atay A Chua

Date:

8/28/19

NEW

Article 3, Section 14. Critical Care Float Differential

Hospital Package Proposal

September 5, 2019

Effective October 1, 2019, Critical Care float pool nurses will receive a differential of \$4.00 per hour in addition to their base pay and benefits.

BMH Signature:

J Stack, RN

BFN Signature:

Stacy A. Chir, RN

Date: *9/5/19*

Tentative Agreement

Article 3, Section 14

1. BMH nurses are eligible for monetary bonuses paid by Brattleboro Memorial Hospital for successful recruitment of new employees with regular hours in positions designated by the hospital as bonus eligible.
2. Nurse may receive \$1,000.00 for each nurse successfully employed whose position is part of the referral bonus program. The hospital may increase the referral bonus amount at its own discretion. The bonus is paid in equal installments at three (3) months and none (9) months. The referring nurse must be employed with regular hours at the time of the initial and none (9) moth payments are made. The applicant must clearly identify the referring staff on his/her application. If more than one referral name is listed on the application form the referral bonus will be equally shared.
3. BMH shall identify specific positions for which a referral bonus will be applied. Positions designated as part of the referral program are determined by the department Director and Vice President, and the VP of Human Resources or designee. Bonus eligible positions referrals will be indicated on job positions. All currently open positions which are bonus eligible, will be so noted on postings and will remain posted as per contract. Bonus designations will not extend the position period

Tentatively Agreed:

BMH Signature:

J Stack, RN

BFN Signature:

Atacy A Chie RN

Date: *8/14/19*

NEW

Proposed Placement: Article 3, Section 16

Union Proposal

August 14, 2019

As a counter to the Hospital's request to remove the Memorandum of Understanding regarding the Financial Relocation Support/Forgiveness Program.

The Hospital shall provide an electronic summary of all sign on bonuses paid to bargaining unit employees. The summary shall include the name, amount, payment schedule and all requirements placed on the bonus. This summary shall be reported to the union on a quarterly basis.

BMH Signature:

J Stack, RN

BFN Signature:

Steve A. Chai

Date:

8/21/19

Article 4, Section 1. Hours of Work

Hospital Package Proposal

September 5, 2019

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A. Work Shifts

The normal work shifts for nurses are day rotation, evening and night shifts. Day rotation requires that a nurse employed under these conditions may work any of the day hours as stipulated under day shifts as well as rotate onto the evening and night shifts as the needs of the Hospital dictate.

When preparing the schedule, the Hospital will schedule rotation on to the evening or night shift as equitably as possible. In distributing required scheduled rotations, the parties agree that the number of evening or night shifts to which someone is assigned is in direct proportion to their scheduled hours.

The Department Manager will, consistent with the goals outlined above, discuss the appropriate manner of distributing scheduled rotation with affected employees, and in good faith, attempt to arrive at and follow the consensus of the affected employees in the unit regarding the distribution of rotation providing that at no time will full staffing be jeopardized.

The normal hours for day shift may include but are not limited to 7:00 AM to 3:30 PM.

The normal hours for evening shift may include but are not limited to 3:00 PM to 11:30 PM.

The normal hours for the night shift may include but are not limited to 11:00 PM to 7:30 AM.

Normal twelve (12) hour shifts may include but are not limited to 7:00 AM – 7:30 PM and 7:00 PM to 7:30 AM.

The normal hours for the medical group practices day shift may include, but are not limited to, 8:00 AM to 5:00 PM, Monday through Friday.

Any variations in shifts will be discussed by the affected employees and the Department Manager with the intent to find a mutually satisfactory solution. The ultimate decision shall be at the sole discretion of the Hospital. When the Hospital decides to change an employee's normal shift hours on a regular basis, it shall give the affected employee at least six (6) weeks written notice, except in cases of emergencies.

B. Scheduled Twelve Hour Shifts

The Hospital shall determine the number and location of the twelve (12) hour shifts to be made available and reserves the right to decide when said twelve (12) hour shifts shall be discontinued. Scheduled twelve (12) hour shifts will be paid at straight time.

Participation in 12-hour shifts will be voluntary. When an employee wishes to work a twelve hour shift, the Hospital and that employee will work together to identify another nurse willing to work the remaining 12-hour shift in the twenty-four (24) hour period. An employee who wishes to discontinue twelve (12) hour shifts shall work with other staff and the manager within the department to attempt to prevent, in so far as possible, the employee from losing any hours. In accepting twelve (12) hours shifts, however, the employee recognizes this maintenance of hours may not be immediately available.

If twelve (12) hour shifts are instituted as a new option in a department, the program will be considered as trial for three (3) months, after which the program will be evaluated by the staff and Department Manager.

The Hospital agrees to give a minimum of four (4) weeks written notice of its intent to eliminate any twelve (12) hour shifts.

If the program is discontinued, the employee in the department will be given priority in filling department hours.

C. Weekend Work

The Hospital will continue its present practice of endeavoring to grant every other weekend off. It is understood that nurses may be required to work two (2) out of three (3) weekends, or split weekends. Employees may be permitted to work other schedules based on job requirements. Insofar as possible, within each unit, weekend work will be distributed on an equitable basis.

The Hospital will not schedule nurses to work more than fifty (50) weekend days per calendar year, unless a nurse requests or chooses to work more.

Sick days and emergency personal days taken on a scheduled work weekend shall not require the make-up of weekend time missed.

D. Scheduling of Hours to be Worked

Hours for all full and part-time nurses will be scheduled on a monthly or cyclical pattern to be posted fourteen (14) days prior to the beginning of that month's schedule. Any changes after the 12th day posted would be by mutual agreement of the nurse changed and the Department Manager. There will be a baseline schedule in all departments for all regular staff. Every effort will be made to honor baselines, with the understanding that schedules are subject to change.

Nurses who maintain Per Diem positions as alternates to regularly scheduled hours will have baseline hours in the primary department honored prior to being scheduled to work Per Diem hours in the alternate position whenever possible.

Every effort will be made to utilize regular staff (including regular staff with an alternate per diem position) seeking extra time prior to scheduling Per Diem staff or travelers.

Full time eight (8) hour shift nurses hired for day rotation will be given a paid Sleep Day after working pre-scheduled assignment to the night shift. This will provide an additional day off with pay so that these employees will have two (2) days off following night rotation.

All part-time or per diem employees will have two (2) unpaid days off after working night rotation unless forfeited at the discretion of the employee.

E. Flex Time

A voluntary option for compensating scheduled time is the use of flex time. Flex time is cooperative scheduling in which an employee may work in excess of or less than eight (8) hours, but no more than twelve (12) hours in a day, and waive overtime pay for any excess hours. Time may be exchanged with other staff or within the individual's schedule, within a pay period whenever possible, within the week if necessary, to avoid overtime, as approved by the Department Manager. This provision shall not apply to employees paid under the eight (8) and eighty (80) hour system for overtime. It is not intended to create a permanent change in hours or shift times. Nurses working twelve (12) hour shifts may work up to fourteen (14) hours per day under this provision.

F. Requests for Time Changes and-Days Off

Requests for changes in work schedule or days off must be submitted in writing twenty-eight (28) days prior to the date of the new schedule. Any requests received after this date will be arranged by the individual himself/herself with another individual on his/her unit with the approval of the Department Manager or Nursing Supervisor as appropriate. Exchanges of time

must be made with an individual at the same classification and/or specialty level as the individual requesting the change.

G. Floating

All nurses including agency, traveling and per diem nurses, may be required to float as determined by the needs of the Hospital and Nursing Administration. Except in cases of emergency, RN's will not be floated to a charge position.

When necessary to float a nurse, it shall be done according to the following procedure:

1. Volunteers shall be sought from among nurses currently working.
2. If no volunteers are available selection will be made on a rotating basis from the hospital electronic master float list according to dates previously floated. Floating will be distributed on a rotating basis from the master float list providing the appropriate staffing mix is maintained for patient safety. For the purposes of floating, Med Surg 2 (second floor) and Progressive Care Unit (PCU) are considered one area.
3. Newly hired nurses, on completion of orientation, will be placed at the bottom of the float rotation list.
4. The RN Traveler, on completion of orientation, will be placed at the top of the float rotation list if the traveler's contract permits. The hospital will make every effort to retain the right to float travelers in traveler contracts.

The ~~inpatient~~ floating nurse only performs those activities that s/he has received training for and demonstrated competence. Nurses who float shall not be required to perform duties on a unit's special skills checklist unless previously oriented to those skills. And demonstrated competence. If not previously oriented to such skills, the nurse will be assigned only basic nursing duties.

For those nurses who are floated to another unit to be assigned basic nursing tasks, there will be a familiarization of the unit that will include but is not limited to; the Pyxis location, clean and dirty utility storage, staff and public bathrooms and other key supplies.

Only a fully cross-trained nurse will be required to take a patient assignment when floated. A staff member is cross-trained when competencies for a specific area have been demonstrated and maintained. Cross-trained nurses may be required to float out of turn.