

Agreement Between

BRATTLEBORO MEMORIAL HOSPITAL
AND
BRATTLEBORO FEDERATION OF NURSES
LOCAL 5064



Effective October 1, 2019 through September 30, 2022

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AGREEMENT

Agreement made and entered into on the first day of October 1, 2019 by and between the Brattleboro Memorial Hospital (hereinafter referred to as the Hospital) and the Brattleboro Federation of Nurses, Local 5064, Federation of Nurses and Health Professionals, American Federation of Teachers, AFL-CIO (hereinafter referred to as the Union). It is agreed between the parties that the Hospital has the obligation of serving the public with quality and efficient medical and professional nursing care and in meeting emergencies. This agreement shall set forth wages, hours and working conditions for all bargaining unit employees with the objective of meeting the above obligation.

The parties agree that the registered nurse and licensed practical nurse employees have as their primary function and responsibility the delivery of quality nursing care to the patients in their charge.

ARTICLE I

SECTION 1. RECOGNITION OF BARGAINING UNIT

The Hospital recognizes the Union as the exclusive bargaining representative of all practicing registered nurses and licensed practical nurses at Brattleboro Memorial Hospital and the BMH physician practices, but excluding all supervisory and managerial employees, when functioning within those roles, as defined by the National Labor Relations Act.

Decisions on proposed additions or deletions of current bargaining unit positions will be made by Union officers and the Vice President of Patient Care Services using the following guiding principles which have been collaboratively developed.

GUIDING PRINCIPLES

When one of the parties raises a claim of whether or not a position should be included in the collective bargaining unit, the parties will meet and review the issue applying the following principles. Consideration will be given by the two parties to the Collective Bargaining Agreement and the specific criteria outlined in the NLRA.

In addition, mutuality of interest in duties, skills, qualifications, wages, and working conditions will be among the factors considered in determining whether a particular position constitutes an appropriate position within the bargaining unit. If the Union and the employer are unable to agree on whether a position should be a part of the bargaining unit, either party reserves the right to submit to the NLRB the issue(s) for appropriate review and determination.

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.

SECTION 2. NURSING CARE

The parties recognize the necessity of quality nursing practice being unimpeded by non-nursing functions. The parties agree to continue in good faith to minimize non-nursing functions and continue during this contract to review methods for the efficient delivery of patient care. Disputes under this section shall be subject to grievance procedures but not arbitration under Article VIII.

SECTION 3. DUES CHECKOFF

- 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

1 signing and having on file with the Hospital Human Resource Department a dues checkoff
2 authorization card.

3
4 This authorization can be revoked at any time by the termination of employment. Otherwise, this
5 authorization may only be revoked if such revocation is in writing and submitted to the Hospital and to the
6 bargaining unit treasurer, in accordance with the union membership card. Such revocation shall become
7 effective upon the first payroll period following the termination of employee or filing of the revocation, in
8 accordance with the union membership card.

9
10 The Hospital will remit by the tenth day of the following month all dues or equivalent amounts deducted
11 during the month, along with a list of the amount deducted from each employee. Such remittance shall be to
12 the bargaining unit treasurer.

13
14 B. The Union will implement an agency fee for non-members, subject to the following conditions:

- 15 a. The agency fee will apply to all bargaining unit members hired after September 30, 2010, who
16 choose not to become members of the Union. The agency fee will also apply to any dues-
17 paying bargaining unit member who subsequently withdraws his or her request for bargaining
18 unit member status, in accordance with the union membership card. This provision will apply
19 to all members of the bargaining unit regardless of when they became employed by the
20 Hospital.
21 b. The amount of the Agency fee shall be provided to the Employer annually.

22
23 C. The Union shall indemnify and save the Hospital harmless against any and all claims, demands,
24 suits or other forms of liabilities that shall arise out of or by reason of action taken or not taken by
25 the Hospital, for the purposes of complying with any of the provisions of this article, or in reliance
26 on any authorization revocation, notice or assignment furnished under any of such provisions.

27
28 **SECTION 4. NO DISCRIMINATION**

29
30 There shall be no discrimination in violation of applicable law by the Hospital against any nurse or applicant
31 for position as a nurse on account of membership in and/or activity on behalf of the Union provided that any
32 such Union activity shall not interfere with any nurse's regular work.

33
34 Neither the Hospital nor the Union shall discriminate in violation of applicable laws for or against any nurse
35 or applicant for employment on account of race, sex, age, creed, family status or sexual orientation, national
36 origin, religion or handicap as defined by the Americans with Disabilities Act.

37
38 **SECTION 5. COPY OF CONTRACT**

39
40 The Hospital agrees to provide each current employee in the collective bargaining unit with a copy of the
41 current collective bargaining agreement. The cost of providing contracts to bargaining unit members hired
42 after the effective date of this agreement will be split equally by the Hospital and the Union. Dues checkoff
43 form will be appended to contract.

44
45 **SECTION 6. NURSE LIST**

46
47 On a monthly basis, the Hospital shall forward to the President of the Unions an alphabetical list of
48 registered nurses and licensed practical nurses, respectively, in the bargaining unit at the Hospital compiled
49 from the Hospital's records, which list shall include names, addresses, primary shift assigned, primary unit
50 assigned, telephone number on record, hire date, job description and rate of pay. Changes to such list shall
51 be forwarded to the Union monthly.

52
53 **SECTION 7. DEFINITIONS**

54
55 Senior Staff Representative: A management team which includes the Vice President of Patient Care
56 Services (VPPCS), the Vice President, Physician Services & Business
57 Development, and Chief Medical Officer..
58

1	Department Director	
2	or Nurse Manager:	The individual with twenty-four (24) hour managerial accountability for
3		a department, area, or function.
4		
5	Nursing Supervisor or	
6	Clinical Coordinator	A nurse with supervisory responsibility in a unit, department, or division.
7		
8	Traveler	A nurse contracted from an agency who is not employed by the Hospital.
9		

10 ARTICLE II

11 SECTION 1. PROBATIONARY PERIOD

12 A. Newly Hired Nurse

13 The first three (3) months of active employment shall be the probationary period for a newly hired nurse.

14 B. Nurse Rehired Within One Year

15 The first one (1) month of active employment shall be the probationary period for a nurse rehired within one
16 (1) year to the same unit.

17 C. Currently Employed

18 The probationary period for an employee who is presently employed at Brattleboro Memorial Hospital but
19 changes job status will be three (3) months. This probationary period shall not affect benefits to which the
20 employee is otherwise entitled.

21 D. Other Probationary Provisions

22 At the option of the Department Manager the probationary period may be extended for another three (3)
23 months. If the probationary period is extended, the Department Manager shall notify the Union chairperson
24 and the employee.

25
26 During the first two months of active employment, discharge will be at the sole discretion of the Department
27 Manager without recourse by the Union or the nurse. Discharge of a probationary employee shall be subject
28 to just cause and the grievance procedure but not arbitration.

29
30 As soon as necessary, but in no case later than the conclusion of two (2) months, a probationary employee
31 shall be notified in writing, by his/her Department Manager, of any deficiencies in his/her performance and
32 offered assistance in correcting such deficiency.

33
34 Upon successful completion of the probationary period, nurses shall be regarded as regular (full-time, part-
35 time or per diem) and accorded seniority status computed as of their last date of hire.

36 SECTION 2. EMPLOYEE STATUS

37 A. Definitions

38 Regular Full-Time Nurses

39 Regular full-time nurses are nurses who occupy a regular position and work a standard forty (40) hour work
40 week are employed on a regular basis, and accept policies relative to availability for shift, weekend, and
41 holiday rotation as defined by Nursing Administration, except as otherwise defined by this agreement.

42 Regular Part-Time Nurses

43 Regular part-time nurses are nurses who occupy a regular position and work a standard work week of less
44 than forty (40) scheduled hours, and are employed on a regular basis, and accept policies relative to
45 availability for shift, weekend, and holiday rotation as defined by Nursing Administration, except as
46 otherwise defined by this Agreement. These employees shall receive no fringe benefits unless specifically
47 provided for them by this agreement.

48 Per Diem Nurses

Per diem nurses are nurses whose hours are not regularly scheduled. They may be called in according to the needs of the Hospital. These employees shall receive no fringe benefits unless specifically provided for them by this agreement. Per diem nurses shall be eligible for shift, weekend and holiday differentials. If there is an expectation that per diem nurses will be available for weekend work, such expectations will be made clear at time of hire. Further information on per diem nurses is found in the per diem policy.

Temporary Nurses

Temporary nurses are nurses not in the bargaining unit who are hired on a temporary basis to fill specific temporary needs for a specific length of time. The President of the Union Local shall be notified of all temporary nurses hired by the Hospital, the reason(s) the temporary nurse is hired, and the specific length of time for which the temporary nurse has been hired. In the event the length of time a temporary nurse is to be employed by the Hospital is to be extended, the Presidents of the Union Locals shall be notified in advance of said extension and given the reasons for the extension and the length of extension.

If any employee hired as temporary nurse, without a break in service, becomes an nurse covered by this collective bargaining agreement s/he shall be accorded seniority status computed as of his/her most recent day of hire as a temporary employee and s/he will be placed in the proper step in the wage scale consistent with Article 3, Section 1.

Except as noted below, the Hospital will require temporary employees to float and rotate on an equitable basis with bargaining unit nurses. An exception may be made if necessary to maintain minimum RN staffing or if to do so would work to the benefit of the nurses (for example by reducing the number of rotations required of bargaining unit nurses). When an exception is made the Department Manager shall promptly notify the Union and explain the reasons for making the exception.

B. Temporary changes in Nurse Scheduled Hours

Temporary or periodic increases or decreases in hours worked shall not affect the category in which the nurse is classified unless such change in hours is approved by the Department Manager to become the nurse's normal scheduled work week. Nurses who desire a permanent change in scheduled hours shall submit a written request to the Department Manager at least one (1) month previous to the requested date of change. The Department Manager may or may not be able to approve this request and will respond in writing within thirty (30) days.

The Hospital and nurse may, by mutual agreement, and without utilizing the bidding procedure, temporarily change the status of a nurse to satisfy staffing needs resulting from vacations, vacancies or the like. Eligibility for group health, dental and long term disability insurances is not affected by a temporary change in hours.

ARTICLE III

SECTION 1. SALARY SCALE

As of the effective date of this contract, the pay scale for staff nurses shall be as indicated below. Per diems will be eligible for step increases each year.

Except as provided below, newly graduated nurses shall be hired in at Step 2, which would be the starting rate. Lack of license is considered just cause for termination.

Except as provided below, a person with continuous employment within the Hospital but outside the bargaining unit who is hired as a graduate nurse or as a nurse will be placed at the appropriate step of the salary scale closest to (but not below) the wage rate previously earned by that employee.

RN HIRE-IN: The Hospital, for purposes of determining an appropriate hire-in rate shall credit recent experience relevant to the unit for which an employee will be hired, as determined by the Department Manager, using acceptable professional standards as follows:

Relevant R.N. Experience

Non-relevant R.N. Experience

Years

Step

Years

Step

1	Less than 1	2
2	1 but Less than 2	2
3	2 but Less than 3	3
4	3 but Less than 4	4
5	4 but Less than 5	5
6	5 but Less than 6	6
7	6 but Less than 7	7
8	7 but Less than 8	8
9	8 but Less than 9	9
10	9 but Less than 10	10
11	10 but Less than 11	11
12	11 but Less than 12	12
13	12 but Less than 13	13
14	13 but Less than 14	14
15	14 but Less than 15	15
16	15 but Less than 16	16
17	16 but Less than 17	17
18	17 but Less than 18	18
19	18 but Less than 19	19
20	19 but Less than 20	20
21	20 but Less than 21	21
22	21 but Less than 22	22
23	22 but Less than 23	23
24	23 but Less than 24	24
25	24 but Less than 25	25
26	25 but Less than 26	26
27	26 or greater	27

Less than 2	2
2 but Less than 4	2
4 but Less than 8	3
8 or greater	4

Prior LPN Experience

50% credit applied for prior years of
LPN experience @ BMH or other hospital
LPN experience.

The starting rate for a nurse who has both relevant and non-relevant experience will be calculated by:

1. Determining what step s/he would be eligible for on the relevant scale, and then
2. adding one step for the non-relevant experience.

A nurse whose sole prior experience has been in office nursing shall be hired at Step 2.

A nurse whose sole prior experience has been in a nursing home shall be hired at Step 3, unless hired for a medical/surgical unit in which case s/he shall be hired pursuant to the relevant experience category as defined above.

When the Department Manager determines that an exceptional circumstance exists, s/he shall first discuss the issue with an officer of the Union. If no agreement is reached, the Hospital may offer a wage rate which is one step higher than otherwise provided for, which the Union may grieve.

The Hospital and the Union hereby agree that the "hire in language" shall only be applicable prospectively and shall not require any changes in the wage rate of existing registered nurses.

Rehire: Persons rehired within one (1) year for the same unit will start at the same step as when they left, provided they left with proper notice.

RN SALARY SCALES:

Step increases shall be effective as outlined in the chart below.

	Effective October 2019	Effective October 2020	Effective October 2021
Step 2	30.03	30.64	31.55
Step 3	30.63	31.25	32.18
Step 4	31.24	31.87	32.82

Step 5	31.86	32.50	33.48
Step 6	32.51	33.16	34.15
Step 7	33.16	33.82	34.84
Step 8	33.82	34.50	35.53
Step 9	34.50	35.19	36.24
Step 10	35.18	35.89	36.96
Step 11	35.89	36.61	37.70
Step 12	36.60	37.34	38.46
Step 13	37.33	38.08	39.22
Step 14	38.08	38.84	40.01
Step 15	38.84	39.62	40.81
Step 16	39.62	40.41	41.63
Step 17	40.41	41.22	42.46
Step 18	41.23	42.05	43.31
Step 19	42.05	42.89	44.18
Step 20	42.90	43.75	45.07
Step 21	43.75	44.63	45.97
Step 22	44.63	45.52	46.89
Step 23	45.52	46.43	47.82
Step 24	46.43	47.36	48.78
Step 25	47.36	48.31	49.75
Step 26	48.31	49.28	50.76
Step 27	49.27	50.26	51.77

LPN HIRE-IN: The Hospital, for purposes of determining an appropriate hire-in rate shall credit recent experience, relevant to the unit for which an employee will be hired, as determined by the Department Manager, using acceptable professional standards as follows:

<u>Relevant LPN Experience</u>		<u>Non-relevant LPN Experience</u>	
<u>Years</u>	<u>Step</u>	<u>Years</u>	<u>Step</u>
Less than 1	2	Less than 2	2
1 but Less than 2	2	2 but Less than 4	2
2 but Less than 3	3	4 but Less than 8	3
3 but Less than 4	4	8 or greater	4
4 but Less than 5	5		
5 but Less than 6	6		
6 but Less than 7	7		
7 but Less than 8	8		
8 but Less than 9	9		
9 but Less than 10	10		
10 but Less than 11	11		
11 but Less than 12	12		
12 but Less than 13	13		
13 but Less than 14	14		
14 but Less than 15	15		
15 but Less than 16	16		
16 But Less than 17	17		
17 but Less than 18	18		
18 but Less than 19	19		
19 but less than 20	20		
20 but Less than 21	21		

1	21 but Less than 22	22
2	22 but Less than 23	23
3	23 but Less than 24	24
4	24 but Less than 25	25
5	25 but Less than 26	26 (applies effective 10/02/2016)
6	26 but Less than 27	27 (applies effective 10/01/2017)

7
8 The starting rate for a LPN who has both relevant and non-relevant experience will be calculated by:
9

- 10 1. Determining what step s/he would be eligible for on the relevant scale, and then
- 11 2. adding one step for the non-relevant experience.

12
13 A LPN hired as a Hospital LPN, whose sole prior experience has been in office nursing, shall be hired using
14 the non-relevant scale.

15
16 A LPN with office practice experience when hired for a physician practice shall be credited on the relevant
17 scale for the purpose of initial step placement.

18
19 When the Department Manager determines that an exceptional circumstance exists, s/he shall first discuss
20 the issue with an officer of the Union. If no agreement is reached, the Hospital may offer a wage rate which
21 is higher than otherwise provided for, which the Union may grieve.

22
23 The Hospital and the Union agree that the "hire in language" shall only be applicable prospectively and shall
24 not require any changes in the wage rate of existing LPNs.

25
26 **Rehire:** Persons rehired within one (1) year for the same department will start at the same step or higher as
27 when they left, provided they left with proper notice.

28
29 **LPN SALARY SCALES:**
30

31 Step increases shall be effective as outlined in the chart below.
32

	Effective October 2019	Effective October 2020	Effective October 2021
Step 2	19.00	19.38	19.96
Step 3	19.37	19.76	20.35
Step 4	19.75	20.15	20.75
Step 5	20.13	20.53	21.15
Step 6	20.52	20.94	21.56
Step 7	20.94	21.36	22.00
Step 8	21.35	21.78	22.43
Step 9	21.77	22.20	22.87
Step 10	22.20	22.65	23.33
Step 11	22.65	23.10	23.80
Step 12	23.10	23.56	24.27
Step 13	23.53	24.00	24.72
Step 14	24.00	24.48	25.22
Step 15	24.48	24.97	25.72
Step 16	24.97	25.47	26.24
Step 17	25.45	25.96	26.74
Step 18	25.95	26.47	27.27
Step 19	26.47	26.99	27.80
Step 20	26.99	27.53	28.35
Step 21	27.52	28.07	28.92

Step 22	28.08	28.64	29.50
Step 23	28.63	29.21	30.08
Step 24	29.16	29.74	30.63
Step 25	29.75	30.34	31.25
Step 26	30.35	30.95	31.88
Step 27	30.96	31.58	32.52

SECTION 2 – TOP STEP LUMP SUM

In lieu of a step increase, all the nurses at the top step will receive a lump sum bonus of 2% of base rate, calculated on all hours worked and all earned time paid in the prior twelve (12) months; excluding earned time buy back paid.

SECTION 3. BSN AND MSN DIFFERENTIAL

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.

SECTION 4. SHIFT DIFFERENTIAL

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.

SECTION 5. ON-CALL

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 paid fifteen dollars (\$15.00) per hour for all hours not-needed or on call in addition to having the option of using earned time.

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. Nurses working in the Perioperative unit will be notified on 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 contract 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 issue. 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 who is called in will be the float person.

SECTION 6. RATE AFTER RETURN TO STAFF NURSE CLASSIFICATION

Any nurse who is demoted to a lower classification for any reason and who returns to the bargaining unit shall be placed in the step which accurately reflects where s/he would have been on the steps had s/he not been demoted.

SECTION 7. RELIEF IN HIGHER CLASSIFICATION (RN ONLY)

A registered nurse when designated by Administration to an interim position or Department Manager position will receive a differential of five dollars (\$5.00) per hour.

SECTION 8. WEEKEND DIFFERENTIAL

Weekend differential of three dollars (\$3.00) per hour 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.

1 **SECTION 9. OFF SHIFT ROTATIONS**

2
3 Nurses who at the Hospital's request, change and work a shift other than their regularly scheduled shift twice
4 or more within a payroll week shall be paid a \$7.50 premium for each off-shift worked after the second
5 change. It is expressly understood that returning to the regularly scheduled shift from an off-shift is not
6 considered a change for purposes of this provision.

7
8 **SECTION 10. HOLIDAY DIFFERENTIAL**

9
10 Double time shall be paid to non-exempt nurses who work on the holiday beginning with Thanksgiving eve,
11 11:00 PM through 11:00 PM Thanksgiving Day. A holiday differential of ten dollars (\$10.00) per hour in
12 addition to the double time shall be paid to nurses, who are called back to the Hospital from on-call, to work
13 on the Thanksgiving holiday, as designated in this contract.

14
15 Double time shall be paid to non-exempt nurses who work on the holiday beginning with Christmas Eve,
16 3:00 PM through 11:00 PM Christmas Day. A holiday differential of ten dollars (\$ 10.00) per hour in
17 addition to the double time shall be paid to nurses, who are called back to the Hospital from on-call, to work
18 on the Christmas holiday, as designated in this contract.

19
20 Double time shall be paid to non-exempt nurses who work on the holiday beginning with New Year's Eve,
21 3:00 PM through 3:00 PM New Year's Day. A holiday differential of ten dollars (\$ 10.00) per hour in
22 addition to the double time shall be paid to nurses, who are called back to the Hospital from on-call, to work
23 on the New Year's holiday, as designated in this contract.

24
25 Time and one half (1 1/2) shall be paid to non-exempt nurses who work on the holiday beginning with
26 Memorial Day Evening, 11:00 PM through 11:00 PM Memorial Day. A holiday differential of ten dollars
27 (\$ 10.00) per hour in addition to the time and one half (1½) shall be paid to nurses, who are called back to
28 the Hospital from on-call, to work on the Memorial Day holiday, as designated in this contract.

29
30 Time and one half (1 1/2) shall be paid to non-exempt nurses who work on the holiday beginning with
31 Fourth of July eve, 11:00 PM through 11:00 PM Fourth of July Day. A holiday differential of ten dollars (\$
32 10.00) per hour in addition to the time and one half (1½) shall be paid to nurses, who are called back to the
33 Hospital from on-call, to work on the Fourth of July holiday, as designated in this contract.

34
35 Time and one half (1 1/2) shall be paid to non-exempt nurses who work on the holiday beginning with Labor
36 Day eve, 11:00 PM through 11:00 PM Labor Day. A holiday differential of ten dollars (\$10.00) per hour
37 shall be paid to nurses who are called back to the Hospital from on-call, to work on the Labor Day holiday,
38 as designated in this contract.

39
40 For those nurses working twelve (12) hour shifts, differential will be paid for those hours worked during the
41 applicable differential period.

42
43 **SECTION 11. PREMIUM PAY, TEMPORARY POSITION**

44
45 The Hospital may designate certain temporary nurse position(s) for four (4) weeks or more as eligible for a
46 premium pay differential of four dollars (\$4.00) per hour. These position(s) will be posted with the
47 designation as premium pay temporary position(s) and may provide for job sharing. All regular and/or per
48 diem staff may bid on the posted position and must commit to work all requirements of the position
49 (including but not limited to on-call, weekend and holiday rotation). Selection criteria will be in accordance
50 with Article V, Section 2 "Filling Vacancies".

51
52 Regular staff applying for a temporary position must fulfill all requirements of his/her regular position and
53 not incur overtime as a result of assuming hours in the temporary position. Individual(s) selected will be
54 paid premium differential only for hours worked within the temporary position. Planned time off which is to
55 occur during the temporary assignment must be requested, in writing, at the time the job bid is submitted.

56
57 **SECTION 12. PRIORITY PREMIUM PAY**

1 Priority Premium Pay provides additional compensation for nurses who work additional hours within the
2 currently posted schedule due to an unanticipated extended vacancy.

3
4 If the Hospital determines that a unit needs additional bargaining unit employees to cover an unanticipated
5 extended vacancy within the currently posted schedule, those nurses who accept additional hours, greater
6 than twenty-four (24) hours in advance, shall receive the Priority Premium Pay differential of four dollars
7 (\$4.00) per hour for the additional hours worked; in addition to any overtime compensation, if applicable.

8 9 **SECTION 13. PER DIEM DIFFERENTIAL**

10
11 Effective October 1, 2019, the per diem nurses will be paid a per diem differential of five dollars (\$5.00) per
12 hour for all hours worked.

13
14 This differential replaces prior earned time accrual. Effective October 1, 2007, per diem nurses will no
15 longer accrue earned time.

16 17 **SECTION 14. CRITICAL CARE FLOAT DIFFERENTIAL**

18
19 Effective October 1, 2019, Critical Care float pool nurses will receive a differential of \$4.00 per hour in
20 addition to their base pay and benefits.

21 22 **SECTION 15. REFERRAL BONUS**

- 23
- 24 1. BMH nurses are eligible for monetary bonuses paid by Brattleboro Memorial Hospital for
25 successful recruitment of new employees with regular hours in positions designated by the hospital
26 as bonus eligible.
 - 27
28 2. Nurses may receive \$1,000.00 for each nurse successfully employed whose position is part of the
29 referral bonus program. The hospital may increase the referral bonus amount at its own discretion.
30 The bonus is paid in equal installments at three (3) months and nine (9) months. The referring
31 nurse must be employed with regular hours at the time the initial and nine (9) month payments are
32 made. The applicant must clearly identify the referring staff on his/her application. If more than
33 one referral name is listed on the application form the referral bonus will be equally shared.
 - 34
35 3. BMH shall identify specific positions for which a referral bonus will be applied. Positions
36 designated as part of the referral program are determined by the department Director and Vice
37 President, and the VP of Human Resources or designee. Bonus eligible positions referrals will be
38 indicated on job positions. All currently open positions which are bonus eligible, will be so noted
39 on postings and will remain posted as per contract. Bonus designations will not extend the posting
40 period.

41 42 **SECTION 16. SIGN-ON BONUS**

43
44 The hospital shall provide an electronic summary of all sign on bonuses paid to bargaining unit employees.
45 The summary shall include the name, amount, payment schedule and all requirements placed on the bonus.
46 This summary shall be reported to the union on a quarterly basis.

47 48 **ARTICLE IV**

49 50 **SECTION 1. HOURS OF WORK**

51 52 **A. Work Shifts**

53
54 The normal work shifts for nurses are day rotation, evening and night shifts. Day rotation requires that a
55 nurse employed under these conditions may work any of the day hours as stipulated under day shifts as well
56 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.

1
2 **D. Scheduling of Hours to be Worked**
3

4 Hours for all full and part-time nurses will be scheduled on a monthly or cyclical pattern to be posted
5 fourteen (14) days prior to the beginning of that month's schedule. Any changes after the 12th day posted
6 would be by mutual agreement of the nurse changed and the Department Manager. There will be a baseline
7 schedule in all departments for all regular staff. Every effort will be made to honor baselines, with the
8 understanding that schedules are subject to change.
9

10 Nurses who maintain Per Diem positions as alternates to regularly scheduled hours will have baseline hours
11 in the primary department honored prior to being scheduled to work Per Diem hours in the alternate position
12 whenever possible.
13

14 Every effort will be made to utilize regular staff (including regular staff with an alternate per diem position)
15 seeking extra time prior to scheduling Per Diem staff or travelers.
16

17 Full time eight (8) hour shift nurses hired for day rotation will be given a paid Sleep Day after working
18 prescheduled assignment to the night shift. This will provide an additional day off with pay so that these
19 employees will have two (2) days off following night rotation.
20

21 All part-time or per diem employees will have two (2) unpaid days off after working night rotation unless
22 forfeited at the discretion of the employee.
23

24 **E. Flex Time**
25

26 A voluntary option for compensating scheduled time is the use of flex time. Flex time is cooperative
27 scheduling in which an employee may work in excess of or less than eight (8) hours, but no more than
28 twelve (12) hours in a day, and waive overtime pay for any excess hours. Time may be exchanged with
29 other staff or within the individual's schedule, within a pay period whenever possible, within the week if
30 necessary, to avoid overtime, as approved by the Department Manager. This provision shall not apply to
31 employees paid under the eight (8) and eighty (80) hour system for overtime. It is not intended to create a
32 permanent change in hours or shift times. Nurses working twelve (12) hour shifts may work up to fourteen
33 (14) hours per day under this provision.
34

35 **F. Requests for Time Changes and Days Off**
36

37 Requests for changes in work schedule or days off must be submitted in writing twenty-eight (28) days prior
38 to the date of the new schedule. Any requests received after this date will be arranged by the individual
39 himself/herself with another individual on his/her unit with the approval of the Department Manager or
40 Nursing Supervisor as appropriate. Exchanges of time must be made with an individual at the same
41 classification and/or specialty level as the individual requesting the change.
42

43 **G. Floating**
44

45 All nurses including agency, traveling and per diem nurses, may be required to float as determined by the
46 needs of the Hospital and Nursing Administration. Except in cases of emergency, RN's will not be floated to
47 a charge position.
48

49 When necessary to float a nurse, it shall be done according to the following procedure:
50

- 51 1. Volunteers shall be sought from among nurses currently working.
- 52
- 53 2. If no volunteers are available selection will be made on a rotating basis from the hospital
54 electronic master float list according to dates previously floated. Floating will be distributed
55 on a rotating basis from the master float list providing the appropriate staffing mix is
56 maintained for patient safety. For the purposes of floating, Med Surg 2 (second floor) and
57 Progressive Care Unit (PCU) are considered one area.
58

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 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 that 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.

Office Practice LPN's will not be required to float, but can volunteer to float.

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 Brattleboro Memorial Hospital mileage reimbursement rate at the time).

H. Not-Needed Time/Not-Needed - On Call

All nurses may be required to take unpaid not-needed or placed on call time from their regular scheduled hours as determined by workload, census and other factors. Not-needed time will be distributed as consistently as possible among the staff of a given unit or area keeping with the appropriate staffing mix using the guidelines set forth herein. For the purposes of distribution, Med Surg 2 and PCU will be considered one area. Nurses may take paid earned time when required to take a not-needed or are placed on call with appropriate notations, by the employee, on the Kronos log.

The RN traveler will be placed on the mandatory not needed time rotation of RNs. When the traveler's turn for not needed time comes, the BMH RN with the next not needed turn may choose to take not needed time or perform other assignments, which counts as a mandatory not needed turn for both.

Types of not-needed time are defined as follows:

Mandatory: An employee's turn according to dates/hours in the absence of voluntary not-needed. Hours in place of dates will be used in Perioperative Services. If two or more employees are subject to mandatory not-needed time, dates/hours will be used for final determination. If dates/hours are equal, the person with the least number of not-needed within the fiscal year will be given the not-needed.

Voluntary: An employee volunteers to take not-needed time if available. If more than one employee volunteers for not-needed time for a given shift, dates/hours will be used for final determination. If dates/hours are equal, the nurse with the least number of not-needed within the fiscal year will be given the not-needed. Voluntary not-needed/on-call will place the nurse at the bottom of the rotation list.

A continuous and ongoing master list, by unit or area, will be maintained in the Staffing Office, until such time as they are tracked in an electronic method that is available to all. The exception is Perioperative Services which will be kept in the department Staffing Office. Time given will be recorded in the list and "N/N" will be circled on the time sheet.

Priority	Not-Needed Type
1	Voluntary
2	Staff scheduled extra time by pay

		period when posted
3		Per Diem Staff/Travelers
4		Regular Staff/Travelers

1. Not-needed or on-call time will be distributed according to the priority list above. In granting or assigning not-needed time, "Voluntary" shall be granted before "Mandatory" is assigned. As an alternative to not-needed time/not-needed on call time, staff may, with the mutual agreement of Department Manager or designee, attend appropriate available in-service or work on previously identified special projects.
2. Not-Needed or on-call given on extra time, by pay period when the schedule is posted, does not count as a turn until the nurse reaches his or her baseline scheduled hours.
3. If a nurse declines the offer of an extra shift(s) prior to the schedule being posted and subsequently accepts a shift(s) after the schedule is posted, this will count as extra time for the purposes of not-needed/on-call.
4. After completion of orientation, the RN traveler will be placed at the top of the not needed list.

Not Needed and on-call data will be shared with the Union on a monthly basis until such time as they are tracked in an electronic method that is available to all.

Orientees and/or their preceptors are not exempted from not-needed time except at the discretion of the department manager.

Nurses who arrive at work and are subsequently determined to be not-needed will receive pay for actual hours worked up to the time they are sent home, or a minimum of four (4) hours pay at straight time rates with applicable differentials.

Not-needed time may be determined prior to the start of any work shift or at any time during the work shift. However, if before the start of the shift, the nurse will receive advance notice of not-needed time 45 minutes before the day shift, one and one-half hours before the evening shift and two hours before the night shift. There shall be no reduction in benefits (related to hours) because of utilization of not-needed time.

If a nurse is given mandatory on-call, but notified to come to work before the shift starts, the on-call counts as a turn for mandatory not-needed on-call time. If there are on-call nurses in multiple departments, call in order will be to primary department first.

As an alternative to not-needed time /not-needed on-call time, staff may, with the pre-approval of their Department Manager or designee, attend appropriate available in-service or work on previously identified special projects

Staff may be oriented to other units as an alternative to taking not-needed time if this has previously been agreed to by the Department Manager of the unit to which the staff person wishes to orient. Requests to be oriented will not be denied arbitrarily or capriciously. These agreements should be listed in the Staffing Office.

Staff will be responsible for discussing with their department manager or the Clinical Nurse Administrator, as soon as feasible, any concern which arises over a particular situation involving the use of not-needed or on-call time. When not-needed time is assigned, however, the hospital will be solely responsible for determining how the assignment will be made.

The Union will have access to the master list or the daily time sheet at any time and the Union will notify the Hospital if it believes that the not-needed and on-call time policy is being misapplied. The parties, upon the request of either side, will then meet to discuss other possible options.

To preserve baseline hours, an employee who would otherwise be assigned not-needed time may be entitled to replace another RN or LPN (maintaining appropriate skill mix) from a different unit or area who had

1 previously been assigned less mandatory not-needed time. In order to be eligible to displace another staff
2 member, the nurse must have on file, in the Staffing Office, a statement indicating the areas and/or positions
3 for which s/he is fully qualified. If a nurse wishes to displace a staff member from another unit s/he must be
4 prepared to assume the full assignment or position (i.e. charge or sole RN of unit) held by the nurse to be
5 displaced. The Hospital reserves the right to determine that a nurse is not qualified for a position.
6

7 Even if there are no patients on the unit, the Birthing Center will have two registered nurses in the Hospital
8 for each shift according to staffing guidelines within the department scope of service. One RN remains on
9 the unit, and one may float to another area, but this may not result in a not needed or on-call for a nurse in
10 another department.
11

12 **SECTION 2. OVERTIME**

13
14 There is a commitment to working collaboratively to assure efficient nursing care delivery systems and to
15 support reasonable quality of work life for nurses while avoiding the costs associated with inefficient
16 systems. Specifically, the Union and Management will problem solve to reduce costs associated with
17 overtime.
18

19 The shift Supervisor must be notified if a nurse is unable to depart at his/her scheduled time.
20

21 If the shift Supervisor determines the need for a nurse(s) to stay beyond the scheduled shift, the Supervisor
22 would authorize either voluntary or mandatory overtime compensation.
23

24 If a nurse stays beyond his/her shift and the time is not voluntary or mandatory, time worked will be paid at
25 straight time for up to one hour worked beyond their scheduled shift if their assigned patient(s) has been
26 transferred to the care of another nurse.
27

28 A. All **authorized** work performed in excess of a baseline scheduled eight (8) hours in a day, with
29 the exception of flex time (Article IV, Section 1 E), or forty (40) hours in a week shall be paid for at one and
30 one-half (1 1/2) times the nurse's regular rate. All ten (10) hour or twelve (12) hour shifts in effect in a unit,
31 shall be paid at one and one-half (1 1/2) in excess of ten (10 or twelve (12) worked or in excess of forty (40)
32 hours in a week, whichever is appropriate. Any combining of regular baseline weekly hours into ten (10) or
33 twelve (12) hour shifts shall be paid at the nurse's regular rate. There shall be no pyramiding of overtime.
34

35 B. A nurse assigned to accompany a patient on an ambulance trip shall be compensated at time and
36 one-half (1 1/2) regular hourly rate with a minimum of four (4) hours pay.
37

38 C. Overtime rate shall equal 1 1/2 times the average base salary including differentials, over a two week
39 payroll period.
40

41 D. Extra time hours will be allocated as uniformly as possible and in such a manner as to minimize the use
42 of overtime. Overtime will also be allocated as uniformly as possible. It is the nurse's responsibility to notify
43 the Staffing Office in writing of the nurse's availability for overtime or extra time.
44

45 E. Urgent Pay: Management may offer urgent pay (two times the employee's base rate) to fulfill staffing
46 needs. Management must offer urgent pay if the unit needs additional staff within twenty-four (24) hours from
47 the start of the shift.
48

49 **SECTION 3. MANDATORY OVERTIME**

50
51 Mandatory Overtime is defined as unplanned work, which occurs due to unanticipated change in staffing,
52 volume or acuity and occurs on a shift, by shift basis.
53

54 Before overtime is considered, management will seek volunteers, using the understaffed algorithm.
55 Management is committed to assigning mandatory overtime only after all voluntary staffing options are
56 exhausted. Mandatory overtime will be limited to four (4) hours at the request of the employee provided
57 that an urgent patient care situation, as defined by management, does not exist. Any nurse who is willing and
58 able to work an eight (8) hour shift will have the option of returning to their next scheduled shift in twelve

(12) hours following the completion of their overtime shift. In the event that the employee is unable to work mandatory overtime hours, the employee would have the option to decline one (1) turn of mandatory overtime in a six (6) month period, provided there is an additional nurse available to fill the current need, without being subject to corrective action. The next person on the list would move to the top for the shift in question. The person who is opting out would remain at the top of the list for the next MOT assignment

Any employee who volunteers for a shift, or portion of a shift, starting within a twenty four (24) hour period from the time they were asked to work will receive urgent pay (double time) in addition to applicable compensation. In addition, a staff member who volunteers for the shift will be placed at the bottom of the mandatory overtime rotation list. Nurses who are offered and choose not to accept additional hours for available shifts that are to start greater than twenty-four (24) hours will not be eligible for bonus money if the hours remain uncovered within twenty-four (24) hours of start time.

Mandatory overtime will be determined in rotation, based on the master mandatory overtime list kept in the staffing office, and will be compensated at double time. The employee working mandatory overtime will not be given a patient assignment whenever possible and will be assigned to the same unit.

Booking out for the employee's next scheduled shift within the next twenty four (24) hour period will result in forfeiture of double time (urgent pay or mandatory).

This mandatory overtime language will be reviewed on-going in the Nursing Directors/Union Officers meeting, throughout the length of the contract. If the use of mandatory overtime does not decrease from current levels, Management will investigate options to minimize the use of mandatory overtime.

SECTION 4. SLEEP-IN POLICY (RN ONLY)

Non-exempt registered nurses who are required to remain on Hospital premises (sleep-in) for less than twenty-four (24) consecutive hours and have sleeping time during that period are considered to be on work time. Under such circumstances, employees shall be compensated at the Federal or Vermont state minimum wage, whichever is higher, for all hours spent in sleeping or waiting (non-work) activities. All hours spent in actual work time performance of their duties shall be compensated at time and one-half (1 1/2) the employee's regular hourly rate.

Employees who are scheduled for work whose department may be closed, but who are required to remain in the Hospital to cover that department, shall be assigned elsewhere if possible, but if not possible, will still receive their regular hourly salary.

All requests for sleep-in duty must have the prior approval of the Department Manager or Nursing Supervisor.

SECTION 5 SAFE STAFFING

The Hospital will make every effort to abide by safe staffing standards. The subject of safe staffing will be a topic of regular discussion at the Nurse Director/Union Officer meeting.

SECTION 6. AMBULANCE RUN

1. If the Hospital or its designee decides that a bargaining unit member should go on an ambulance run it shall attempt to staff the run with a qualified volunteer who is on duty or on call. However, if circumstances warrant a qualified on-duty nurse or a qualified nurse on call may be required to go on an "ambulance run" if there are no qualified nurse on duty who have volunteered and who can be released.
2. If it is necessary to require a nurse to go on an ambulance run, the Hospital shall attempt to distribute the mandatory ambulance runs equitably among qualified nurses who are on duty at the time.
3. A nurse assigned to accompany a patient on an ambulance trip shall be compensated at time and one-half (1 1/2) regular hourly rate with a minimum of four (4) hours pay.

ARTICLE V

SECTION 1. JOINT STAFFING COMMITTEE

The following Procedures and Process have been adopted:

Structure & Operation

1. The Joint Staffing Committee's purpose is to review, develop and recommend staffing related policies and policy changes that not only will enhance the interests of the hospital efficiency and better patient care, but also to enhance the interests of bargaining unit nurses. Both bargaining unit members and management members shall be committed to work collaboratively within this committee to creatively improve nursing staffing and scheduling at BMH using the joint vision of the "best patient care experience/every patient; every time – best place to work/employees, volunteers and medical staff".
2. The Joint Staffing Committee will be composed of equal numbers of union participants and management appointees. One of the union participants will be an LPN, and each unit shall be represented by a bargaining unit employee, as designated by the Union.
3. Decisions and recommendations of the Committee will be made by consensus.
4. The Joint Staffing Committee will be required to meet a minimum number of ten (10) times the first year and will determine the frequency and number of meetings required in subsequent years.
5. The membership must be fully informed. This means that all written policies, procedures and protocols will be readily available to all nursing staff. There will be joint written reports to the membership, distributed no less than each quarter.
6. The meetings shall be open to all nurses to attend.

Principles

7. When discussing issues concerning specific unit interests, input will be solicited from the units being discussed. The Committee is encouraged to include a member of the unit being discussed by the Committee.
8. In order to make decisions, quorums must be present. A quorum is three (3) union officers and three (3) management appointees or their designees.
9. There must be an understanding that the Union leadership will be fully integrated and involved in discussions related to nurse staffing, and that no staffing policies will be adopted without the approval of both the Chief Nursing Officer of the Hospital and the Union leadership.
10. Agenda topics will include, but not be limited to, the following:
 - Review of current research and information on staffing.
 - Examination of current BMH staffing policies and issues
 - Solicitation and examination of unit membership concerns about staffing issues
 - Recommendations concerning BMH staffing policy, including recommendations concerning specific BMH units
 - Scheduling practices, with the following goals:
 - Schedules posted electronically, accessible from the internet
 - Baseline schedules
 - Posting four weeks in advance
 - Holiday distributions
 - Simplify and clarify the process for requesting vacation and time off

- There will be no limit on the nature of staffing issues that may be reviewed. Elements of staffing that will be evaluated and improved upon are, but not limited to, scheduling patterns, acuity tools, floating, mandatory overtime, closed units, resource pools, consider skills mix, options to address vacancies and not-needed/on-call.

11. The Hospital will make good faith efforts to maintain staffing consistent with staffing plans developed by the joint Staffing Committee. Good faith efforts include the dedication of reasonably necessary resources to implement appropriate nurse recruitment and retention policies.

12. Should a nurse be given an assignment that she/he objects to, the Assignment Despite Objection (ADO) form will serve as documentation of such concerns. The ADO form will be reviewed in detail at the next scheduled meeting of the Joint Staffing Committee. The union reserves the right to schedule an emergency meeting of the JSC should an urgent issue arise. The results of each ADO review will be brought to the next Nursing Director Union Officer (NDUO) meeting.

ARTICLE VI

SECTION 1. SENIORITY

Seniority is defined as the length of continuous employment from last date of hire by the Hospital in any capacity. There shall be one seniority group. Nurses will acquire seniority after completing their probationary periods, in a position covered by this agreement, and seniority will then be computed from the most recent date of employment. The Hospital will maintain the seniority list. The union will receive electronic copies of the seniority list from the hospital on a monthly basis.

Bargaining unit members who have five (5) years or more of hospital seniority who terminate employment with the hospital and are rehired within one (1) year shall have his/her hospital seniority returned for purposes of determining years of service which shall include eligibility for earned time and retirement benefits. Seniority for this purpose will be seniority at the time of the last separation from the bargaining unit.

SECTION 2. FILLING VACANCIES

A. All vacant positions to be filled shall be posted no later than one (1) month after resignation whenever possible. Vacancies which are to be filled in positions within the bargaining unit shall be posted online for a period of ten (10) calendar days.

Qualified bargaining unit members will receive preference over outside candidates, including travelers. The posting shall show qualifications for positions. Any nurse interested in said vacancy shall fill out a Job Bid online, within the ten (10) day period. A Human Resources representative will then forward the online Job Bid to the appropriate department manager. If a nurse knows in advance that s/he is interested in a particular position or shift, s/he may notify the Human Resource Recruiter and the hiring department manager of his or her interest in a future posting. This will allow the hiring director/manager to consider all interested applicants, including those on vacation or not aware of a recent posting. The position shall be filled by the most qualified applicant. Qualifications shall be defined by experience, continuous years of service from last date of hire at BMH as an RN or LPN, training, education, ability, availability, and previous employment record. If qualifications are relatively equal as determined by management, hospital seniority will be the determining factor. A nurse not selected to fill a vacancy for which s/he has applied shall be notified in writing within five (5) days from the time the position was filled. Upon request, the applicant will be given the reason(s). The question of whether qualifications are relatively equal shall be subject to the grievance procedure.

When the hours of a vacancy are being considered to be changed to accommodate the needs of an outside candidate for the position, the revised hours for that position will be posted for an additional five (5) days.

The transfer or change in classification of a nurse shall be filled as expeditiously as possible. It is expected that this will occur within two (2) months, but in no event shall the change be made if it jeopardizes patient care or would diminish the Hospital's ability to provide a full range of nursing services. The job into which

the nurse is to be transferred shall be held for the nurse until s/he can be transferred. It is at the discretion of the hiring manager, if an RN or LPN who is actively engaged in a corrective action above a verbal warning will be allowed to transfer departments. The hospital agrees to automatically remove any corrective action from a bargaining unit employee's personnel file on the first anniversary when the corrective action occurred.

B. Non bargaining RN/LPN vacancies for which a nurse may be qualified shall be posted for ten (10) calendar days for informational purposes. Nothing in this subsection, however, affects the Hospital's right to select individuals for non-bargaining unit positions or creates a right to utilize the grievance and arbitration procedures based on the nurse's non-selection for a non-bargaining unit position.

C. The posting period for a premium pay temporary RN or LPN position(s) will normally be ten calendar (10) days. In the event the Hospital believes extenuating circumstances warrant a shorter posting period, the Hospital will request discussion with the Union to seek agreement for a shorter posting period.

TRAINING/OVER-HIRE POSITIONS

An over-hire/training position shall be posted as above. Upon completion of orientation, the RN will be required to bid on all future positions in that unit. S/he will be integrated in that unit, rotating, floating, on-call, not-needed as per regular staff.

SECTION 3. LOSS OF SENIORITY

Seniority will be lost by:

- a. Resignation
- b. Discharge for just cause
- c. Accepting employment while on leave of absence without express permission of the Hospital. Such permission shall not be unreasonably denied.
- d. Failure to return from approved leave
- e. Failure to return to work within five (5) work days for up to six (6) months or within ten (10) work days for longer than six (6) months when called from layoff after notice by registered or certified mail to his/her last known address. If an employee on layoff is employed elsewhere when s/he is recalled, the employee shall not be required to report to work in less than two (2) weeks from receipt of the recall notice. It is further understood that the Hospital is free to use fill-in nurses during this period per Article V, Section 4.
- f. Absence from work for any reason for a period equal to the seniority accumulation, but no greater than six (6) months, except for approved leaves of absence up to one (1) year or military leave as provided by law.
- g. Settlement for total and permanent disability.

SECTION 4. REDUCTION IN FORCE

When the Hospital determines that a reduction-in-force requiring layoff of regular full- and part-time nurses in excess of one (1) week becomes necessary, the following procedures will apply:

A. Notification

The Hospital shall notify the Union of the position classification/job code, department, shift, and FTE or portion thereof for each position to be eliminated at least ten (10) calendar days, excluding Saturdays, Sundays, and Holidays, before the effective date of the layoff. Upon request, the Hospital, during the ten (10)-day period, will meet and confer with the Union to explore alternatives to the layoffs.

B. Departments

The parties agree that the following shall be considered separate departments under this Article:

Unit Cost Centers		
Operating Room	Medical-Surgical	Birth Center
PACU	ACU	Oncology
Care Management	Special Care Unit	Emergency Room
Occupational Health	Physician Practices	

C. Selection

Where two (2) or more nurses occupy the same position classification/job code, department, shift and FTE or portion thereof, nurses will be laid off in the following order:

1. volunteers among qualified nurses;
2. probationary nurses; and
3. nurses in reverse order of Hospital seniority

D. Bumping

1. In order of Hospital seniority, the most senior nurse in the position designated for layoff under Section 3 of this Article may:
 - a. accept any vacant position for which the nurse is qualified; or
 - b. if there is no other available vacant position on the nurse's shift with the same or greater FTE, the nurse may bump any less senior nurse in her/his department on either of the other shifts or the least senior nurse in the bargaining unit. The nurse displaced in this first bump may bump the least senior nurse in his/her department for the remaining shift or the least senior nurse in the bargaining unit. The nurse who has been displaced by the second bump may, in turn, displace the least senior person in the bargaining unit.

Any eligible nurse who exercises bumping rights must be qualified for the position and must agree to work the required hours for the position.

 - c. if there is more than one nurse designated for layoff, the other nurses, in order of Hospital seniority, may then invoke the procedure of this subsection.
2. If a nurse refuses to bump, the nurse waives all rights to bumping and shall be laid off with recall rights.
3. A nurse with bumping rights must exercise such rights within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) of being notified in writing of her/his bumping options.

E. Recall

1. Nurses shall be recalled by Hospital seniority.
2. Nurses shall remain on the recall list for one (1) year unless the nurse fails to accept recall to a position with the same classification/job code, department, shift and FTE as she/he had when laid off within ten (10) calendar days, excluding Saturdays, Sundays and holidays, of the Hospital's depositing a registered offer letter in the mail to the nurse's address of record at the Hospital.
3. In the event a permanent position becomes available during the period of layoff, that job vacancy will be posted. Employees on layoff shall receive preference to other applicants, provided they meet availability requirements of the posting and are, in the

1 judgment of the Department Manager or designee, fully competent to perform all the
2 duties of the position and work the required hours. Any laid off employee who takes the
3 position shall retain recall rights to the employee's former position. Nurses on the recall
4 list may work as a per diem without loss of recall rights.

- 5
- 6 4. The Hospital reserves the right to use temporary help for fill-in of short duration. Nurses
7 on the recall list who volunteer to work in a temporary position shall provide the
8 Hospital with current phone numbers and/or email addresses. Before hiring temporary
9 Nurses from other sources, the Hospital will make every effort to contact the nurses, who
10 have volunteered, informing them of the classification/job code, department, shift, FTE
11 and estimated duration of the temporary position. The most senior volunteer who
12 responds within two (2) calendar days, excluding Saturdays, Sundays, holidays and the
13 day of notification, shall get the temporary position. If no nurse responds within the two
14 (2)-day period, the Hospital may hire from any source. Nurses who accept temporary
15 positions shall retain recall rights.
- 16
- 17 5. All accrued but unused earned time will be paid out at the time of the layoff. All accrued
18 but unused earned time paid out during the layoff will be at the nurses rate of pay at the
19 time of the layoff. The payout is based on base pay only, and will not include relevant
20 differentials.
- 21
- 22 6. A nurse will not accrue benefits while on layoff. If recalled within one (1) year of
23 layoff, the nurse's seniority date will remain the most recent date of hire.
- 24

25 **SECTION 5. UNION REPRESENTATIVES**

26

27 Two (2) duly authorized representatives of the Union who are not bargaining unit members may visit the
28 Hospital at a reasonable time normally during the day shift to discharge the Union's duties relative to a
29 question arising under this agreement or to investigate or process a grievance and shall give notice to the
30 Nursing Department office upon his/her arrival and departure. Such visits shall not interfere with the normal
31 operation of the Hospital.

32

33 Officers of the Union who are currently active bargaining unit members may only investigate grievances
34 during their non-work time provided they do not interfere with the work of any other employees or the
35 normal operation of the Hospital.

36

37 **SECTION 6. IN-HOUSE COMMUNICATIONS**

38

39 The Union shall have the right of posting notices, announcement of meetings, election of officers, or notice
40 of Union recreational activities on five (5) bulletin boards provided by the Hospital for that purpose.

41

42 The Hospital shall also provide an in-house mailbox for use by the Union.

43

44 **SECTION 7. USE OF THE BUILDING**

45

46 The Union may have the use of Hospital space for conducting non-union relating continuing education
47 programs subject to accepted scheduling procedures.

48

49 The Union may hold meetings on Hospital property provided:

- 50 • such meetings are prescheduled according to the Hospital's scheduling guidelines for outside
- 51 organizations
- 52 • the content of such meetings is discussed in advance with the VPPCS or designee which reserves
- 53 the right to refuse permission for an on-site meeting
- 54 • Union meetings are not open to non-bargaining unit members or other non-management personnel
- 55 • such on-site meetings will not address the organizing of additional bargaining units, the expansion
- 56 of the current bargaining unit, or strike issues.
- 57

1 If management is to be present at the meeting, it will provide the name(s) of those who will attend as soon as
2 possible after notification of the agenda.

3
4 No one shall attend such Union meetings on paid or scheduled work time.

5 6 **SECTION 8. JURY DUTY**

7
8 Jury duty or a court appearance under subpoena for a job related court appearance, pertaining to the
9 Hospital, are authorized absences. Nurses must notify Nursing Administration as soon as possible when
10 s/he is selected for jury duty or court appearance under subpoena.

11
12 Full-time regular and part-time regular nurses are eligible to be paid the difference between their basic pay,
13 including differential, and payments for jury duty for the period the individual is required to be absent from
14 work to be in court. Payment is contingent upon presentation of a written statement as to the days and hours
15 served and pay received. In no event will the employee receive more by appearing in court than s/he would
16 have made working.

17
18 If the nurse is subpoenaed for the hospital s/he will be paid for the time spent in court according to standard
19 time and pay policies. If subpoenaed to appear on a scheduled day off, an alternate day off may be
20 requested.

21
22 In cases where jury duty or appearance as a witness fills only part of a scheduled work shift, the nurse will
23 call in to the staffing office.

24
25 Depending on staffing needs, the day nurse may be required to report back to work for the remainder of the
26 shift. If the shift has been covered by other staff, the nurse will be given the option of returning to work or
27 using earned time for the remainder of the shift.

28
29 A scheduled evening shift nurse who has served jury duty or responded to a subpoena during the day will be
30 paid according to the above guidelines. If s/he is needed for staffing, s/he may be asked to report to the
31 hospital to fill the entire shift or, at a minimum, required to complete a total of eight hours for the day. If the
32 shift has been covered by other staff, the nurse will have the option of returning to work or using earned time
33 for the remainder of the eight hours.

34
35 A night nurse scheduled to work the night before jury duty may have the shift covered and be paid eight
36 hours. If the night nurse is scheduled for the night of served jury duty, s/he may request to be covered for
37 this shift. In either case, only one shift of coverage will be provided for one shift of jury duty. If s/he is
38 needed for staffing, s/he may be asked to report to the hospital to fill the entire shift or, at a minimum,
39 required to complete a total of eight hours for the day

40
41 Shift coverage for a night nurse responding to a subpoena will be provided at the request of the nurse. Time
42 will be paid only for hours actually spent in the court appearance.

43 Staff being scheduled to cover for jury duty or court appearance will be made aware that the coverage
44 provided may be for all or only part of a shift.

45 46 **SECTION 9. HEARING AND MEETING TIME**

47
48 A. In the event the employer requires the employee to attend a hearing or meeting away from the
49 Hospital, the employee shall be notified in writing. The employee shall be compensated for time actually
50 spent at such meeting or time lost from work, whichever is greater, plus mileage, hotel accommodations
51 with receipt, if overnights are required, and meals with receipt.

52
53 B. Full time or part time nurses who have successfully completed his/her probationary period may
54 request, in writing, to his/her Department Manager permission to participate in work related workshops,
55 seminars or conferences. The request must be submitted in writing, and the nurse must acquire approval
56 prior to registration. Approval shall be based on such criteria as cost, location, length of time, availability
57 of funds budgeted for continuing education, staffing needs, the need for the requested education in relation

to the employee's job duties, prior education / training of the employee, previous use in the calendar year of Professional Practice Development or department dollars and objective of the program itself.

If the education request is approved and it is within the nurse's baseline hours, s/he will be paid time lost from work. If the education request is approved and it is above the nurse's baseline hours, s/he will be paid for time spent at the meeting. Under no circumstances will the employee's request for paid meeting time be approved, if the request will result in overtime pay. Where possible, regular employees shall be given time off during the week to compensate for training approved under this section that falls on a weekend.

Such requests will not be unreasonably denied in reference to the criteria above.

C. The nurse will be compensated at his/her basic pay rate for all hours spent at the hospital in mandatory education. Self-directed Learning (SDL) mandatory education done off-site will be compensated at basic pay rates within limits established by Nurse Director-Union Officer Committee meeting.

ARTICLE VII

SECTION 1. ORIENTATION OF NURSE

A. A structured orientation and preceptor program will be provided for newly hired nurses, cross-training nurses, transferring nurses, and travelers. A plan of orientation for each scenario listed above, including preceptorship as necessary, will be guided by a checklist tailored to the specific needs of each unit. These unit specific checklists will be determined in unit by collaboration of the Department Manager/Designee and bargaining unit employees within the unit. The orientation to the department's social, philosophical and systems structure shall be done by the Department Manager/Designee. After a discussion with the unit's preceptors, the Department Manager will select preceptors for the new nurse. All efforts will be made to schedule the newly hired nurse to the preceptor(s) schedule.

Preceptor differential two dollars and fifty cents (\$2.50) per hour shall be paid to the preceptor(s) who is scheduled by the Department Manager while performing the duties of preceptorship. Preceptor differential will be extended for time spent orienting newly hired nurses, cross-training nurses, transferring nurses, and travelers. A nurse covering an unexpected absence of the scheduled preceptor will be eligible for the differential. Nurses with preceptor training through the hospital preceptor program shall be eligible for the differential. The Department Manager will consult with the preceptor(s) prior to making the determination that a nurse has completed the department orientation program. Additional orientation will be provided to any nurse who makes a reasonable request to the Department manager/Designee stating that s/he does not feel prepared to perform certain required duties.

B. During orientation the Union shall be provided three-quarters (3/4) of an hour to provide information on a monthly scheduled basis; i.e., definition of Union, content of contract, application of contract, resource persons for problems, grievance procedure, officers of the bargaining unit. The Union representative on payroll and employee will be paid.

C. The Union will be given reasonable notice of the planned orientation program.

SECTION 2. PROFESSIONAL SUPPORT AND PROFESSIONAL PRACTICE DEVELOPMENT

If a nurse is deemed to require additional professional support to develop necessary nursing expertise, the employee, the Department Manager, and the Education Coordinator shall design a program of such support.

A total sum of eight thousand dollars (\$8,000) per fiscal year will be allocated for the term of the Contract for the purpose of professional practice development. Six thousand dollars (\$6,000) is allocated for RNs and two thousand dollars (\$2,000) for LPNs. Each group may give the other group permission to use their allocated funds, and up to \$2000 of these funds may be allocated to on-site professional development trainings as described below.

The professional practice development program will be administered by the Nurse Practice Committee. Upon ratification of this contract, the Nurse Practice Committee will work to develop a series of on-site professional development trainings that are offered to all bargaining unit employees. The topics will be selected by the Nurse Practice Committee and every effort will be made to schedule such training in a way that maximizes participation.

The Nurse Practice Committee will submit administrative changes, if any, to Nurse Directors/BFN officers for discussion and action.

SECTION 3. LEAVE TO ATTEND EDUCATION PROGRAMS

At the sole discretion of the Department Manager the Hospital may grant time off with or without pay to attend educational meetings. If the employee is to be paid, s/he shall be paid only for the number of hours s/he is regularly scheduled to work, unless otherwise specifically authorized. When a request to attend an educational meeting is made, the nurse will be informed, before registration fees are paid, whether and for how many hours s/he will be compensated (See Article V Section 9).

SECTION 4. NOTICE OF RESIGNATION

All nurses who resign from employment at the Hospital are required to give at least four (4) weeks' notice except when the nurse is resigning under mutual agreement with the Hospital. All employees who are discharged for just cause after receiving progressive discipline for the offense for which they are being discharged or employees being discharged for serious offenses which require immediate discharge are not entitled to advance notice of termination or any pay in excess of accrued earned time and hours worked.

SECTION 5. LIFE INSURANCE

The Hospital shall continue with its present life insurance plan or may provide a substantially equivalent plan with the amount of coverage rounded to the next highest one thousand dollars (\$1,000). Insurance amounts will be calculated monthly. A copy of the insurance coverage and the amount of that coverage shall be furnished to each nurse once per year, upon request of that nurse.

SECTION 6. RETIREMENT PLAN

401(a):

The Hospital will continue its present or equivalent money purchase pension plan 401(a) during the term of the agreement. The current plan is a 5% contribution to a retirement plan.

403(b):

The Employer will contribute an amount equal to 100% of your elective deferrals, subject to a maximum amount matching contributions which is based on your years of service as set forth in the table below. Years of service are defined as plan years during which you worked at least 1000 hours. Years of service prior to January 1, 1993 are not considered.

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>
2 through 9	.25% of your compensation
10 through 14	.50% of your compensation
15 or more years	2.0% of your compensation

In order to share in the matching contribution made for a Plan Year you must satisfy the following conditions:

- You must be employed by the Employer on the last day of the Plan Year.
- You must have completed at least 1000 hours of service with the Employer during the Plan year.
- The above condition(s) do not apply in the Plan year of your death.
- The above condition(s) do not apply in the Plan year in which you terminate employment with the Employer because of your total disability.

- The above condition(s) do not apply in the Plan year in which you terminate employment with the Employer at or after your normal retirement age.

Refer to the Summary Plan Document (SPD) for further details.

If the Hospital desires to change the Pension Plan, it will first notify the Union to give it the opportunity to negotiate about such change prior to implementation of such change. A copy of the summary description of the retirement plan shall be furnished to each nurse once per year, upon request of that nurse.

The parties, having expressly discussed the issue in good faith hereby agree that Article VII Section 6 gives each party certain rights pertaining to the retirement plan as applicable to nurses. The parties also recognize that, from time to time changes in the retirement plan are mandated by changes in the law, either directly or indirectly (meaning changes are necessary to accomplish the levels of benefits agreed upon).

Accordingly, the parties agree that the contract does not limit or in any way impede the employer's right to unilaterally make changes to the plan, or to adopt supplemental plans and discontinue or stop funding to present plan provided that the employer's actions do not diminish the benefits that would be owed under the plan to any current bargaining unit members, or materially affect the conditions by which such employees are eligible to receive benefits,

The parties also recognize that a new retirement plan may be unilaterally adopted during the lifetime of this agreement which would include bargaining unit employees covered by the existing plan as well as bargaining unit members not covered by the current plan. As long as adoption of said plan (taken in conjunction with any other applicable plan relating to current employees) does not have a cumulative adverse impact on current Union members covered by the plan the Hospital may take such action unilaterally.

If the Hospital wishes to adopt any retirement plan which has a material adverse impact on the benefits or eligibility of employees covered by the plan or any other bargaining unit members, it will meet and confer with the Union to negotiate any change. No change which has a material adverse impact on employees currently covered by the plan shall be made during the lifetime of this agreement except by mutual agreement.

SECTION 7. LIABILITY INSURANCE

The Hospital will provide all full-time regular and part-time regular bargaining employees with Medical Professional Liability Insurance at no cost to the employee while they are acting within the scope of their duties. Each nurse shall be provided an explanation of the terms and benefits of this insurance plan.

SECTION 8. PRE-PLACEMENT PHYSICAL ASSESSMENT

Each newly hired nurse must complete a pre-placement assessment done by an Occupational Health Nurse. The Occupational Health Nurse may refer the nurse to a physician or a nurse practitioner if indicated by the pre-placement assessment with said exam paid for by the hospital. All nurses must receive occupational health clearance prior to placement.

SECTION 9. WORKERS' COMPENSATION AND SAFETY

- A. The Hospital will continue to insure each nurse under the Vermont Workers' Compensation Law. The Hospital will post notice of compliance in accordance with state law.
- B. The Hospital and the Union agree to cooperate in the promotion and advancement of the Hospital's health and safety policies. The Hospital will make reasonable efforts to provide a place of employment, safe and free from recognized hazards, which might cause serious injury or illness. In this regard the Hospital will make reasonable efforts to meet all legal standards for safety and sanitation. The Hospital will make reasonable efforts to follow the standards of the Hospital Infection Control policies, as modified from time to time. Nothing in this section precludes the Hospital from exceeding the standards set forth above.

The Hospital further agrees to provide free Hepatitis vaccinations for all bargaining unit members, as set forth in the Employee Health policy, as modified from time to time by the Infection Control Committee.

SECTION 10. TUITION/FEE REIMBURSEMENT

With prior approval of the Department Manager, respective Vice President and Human Resources, one hundred percent (100%) of the cost to a four thousand dollars (\$4,000.00) limit per calendar year will be reimbursed to nurses with one year continuing service on completion of the course with passing grade.

This will be for nurses who are scheduled and work twenty-four (24) hours a week or more, as reflected in their personnel file, and have obtained prior approval for the college credit course related to the nurse's present position or to prepare the nurse for a position of greater responsibility at the hospital, as determined by the Department Manager and respective Vice President.

Nurses receiving a separate form of educational support from the hospital may be excluded from eligibility for funds under Tuition Reimbursement within the same calendar year. Examples may include, select specialized training arrangements with area colleges, agreements for loan forgiveness or other methods by which the hospital is already supporting the nurse's educational growth.

The nurse agrees to continue employment at Brattleboro Memorial Hospital, at a minimum of 24 budgeted hours per week, as reflected in the nurse's personnel file, for one (1) year after approval of payment by the Hospital. The nurse agrees to repay the Hospital should s/he terminate or reduce hours below the eligibility threshold during the one (1) year period. The amount to be repaid to the Hospital will be pro-rated for the number of months of consecutive employment completed since receiving tuition reimbursement funds.

SECTION 11. BEREAVEMENT DAYS

Full-time and regular part-time nurses are eligible for up to three (3) days off, with pay, at base hourly rate following a death of his/her mother, father, brother, sister, grandparent, grandchild, parents-in-law, son or daughter-in-law, or brother or sister-in-law, or step child, or one step-father or one step-mother if the step parent was responsible for raising the nurse, provided they are currently scheduled work days. Employees are entitled to receive bereavement pay up to their regularly hired hours, as reflected in their personnel file. Per diem nurses, if scheduled, are eligible for one day of bereavement pay.

In the event of the death of a spouse, child or an individual residing in the home as a significant other in the capacity of a spouse, the employee may receive up to a maximum of five (5) days off with pay provided they are currently scheduled work days within two weeks of the death.

Before utilizing bereavement leave, each nurse must review the proposed leave with the Department Manager or Nursing Supervisor.

Abuse of this benefit shall be considered just cause for discharge.

The Hospital shall work collaboratively with a nurse to arrange for unpaid leave of up to three (3) days for the death of a loved one other than those mentioned in this Section.

SECTION 12 IMPAIRED NURSE

BFN and BMH recognize that impairment in the form of alcoholism, substance abuse, chemical dependency, mental and emotional instability, or senility is a problem that affects all of society. As health care professionals we have an obligation to act in ways that will merit the trust, confidence and respect of other healthcare professionals and the general public. Nurses who voluntarily request leave for the purpose of substance abuse treatment will be granted such leave provided this is done prior to any investigatory process.

If at any time there appears to be reasonable suspicion of an impaired nurse, the supervisor will document, in writing, specific details which prompt suspicion, prior to addressing the employee. Unless it is impossible, the Hospital will have a second person observe the employee's condition and present the observations to the

1 employee in the presence of a second person. The employee has the right to have a Union member present
2 during the discussion and have the content and outcome of the meeting documented. Strict confidentiality
3 must be assured. Individuals who have a need to know will be identified and agreed to on a case by case
4 basis.

5
6 Medical assessment, referrals, and/or drug screening must be done in accordance with Vermont law. The
7 employee may then be suspended with pay pending the completion of an internal investigation. If an
8 employee is not fit for duty while working, in violation of the hospital's drug and alcohol policy, the
9 employee will be given an opportunity to agree to and complete a treatment program and/or reinstatement
10 guidelines. Any subsequent violations of the alcohol/drug policy will be grounds for immediate termination.

11
12 Notwithstanding prior language, an employee may be disciplined or discharged for theft, diversion or other
13 infractions.

14 15 **ARTICLE VIII**

16 17 **MANAGEMENT RIGHTS**

18
19 The Union and the Hospital agree that except as expressly governed by other provisions of this agreement,
20 Management retains the exclusive right to manage its operations, including but not limited to the
21 determination of the standards of service to be provided and standards of productivity and performance of its
22 employees, the right to determine nursing care standards and methods, the right to determine the size and
23 composition of the work force, to determine educational standards, to decide the location and number of its
24 offices, administrative buildings, dormitories, facilities and physical plant, the quantity and type of
25 equipment to be used in its operation, the speed of such equipment, the staffing requirements of such
26 equipment or any job, to determine the content of job classifications, to promulgate rules and regulations, to
27 select supervisory and managerial employees; to contract out work together with the control and state of
28 products which may be used by employees, to determine the time for work, staffing pattern and work area,
29 the method and place of performing work including the right to determine that the Hospital's work force
30 shall not perform certain work, the scheduling of work and work breaks, the method of performing work
31 including the introduction of improved methods and facilities, to determine whether such work shall be
32 performed by bargaining unit employees or others, to fix standards of quality and quantity for work to be
33 done, to determine whether any part or the whole of its operations shall continue to operate, to establish, to
34 change or abolish any classification or service; to maintain order and efficiency in its facilities and
35 operations; to determine the duties of employees; to hire, lay off, to assign, to transfer, to retrench, to
36 determine the qualifications of employees, to promote employees; to demote, suspend, discipline, or
37 discharge employees; to determine the starting and quitting time, to require overtime, and all other rights and
38 prerogatives including those exercised unilaterally in the past. None of the above shall be done in an
39 arbitrary or capricious manner.

40
41 After their probationary period, employees may be disciplined and/or discharged only for just cause.

42 43 **ARTICLE IX**

44 45 **SECTION 1. GRIEVANCE PROCEDURE**

46 In the event of any controversy concerning the meaning or application of any provisions of this agreement,
47 not expressly excluded from the grievance procedure, it shall be deemed a grievance, and shall be handled as
48 set forth below. It is expected that the Hospital and the Union will make a sincere effort to settle the dispute
49 as quickly as possible at the lowest level.

50
51 One or more nurses employed by the Hospital shall be selected by the Union to deal with the Hospital on
52 grievance matters. The Hospital shall be kept notified of the identity of Nurses with authority to resolve
53 grievances on behalf of the Union. Should a nurse be called to a disciplinary meeting, s/he may request to
54 have a Union designee (as indicated above) present. The hospital will pay for up to two (2) union designees
55 for time spent in Step 2 and Step 3 grievance meetings up to a maximum of one hour per meeting.

56
57 No grievance shall be filed or processed based on facts or events which have occurred prior to ten (10) days
58 before the grievance is filed, except in cases of sexual harassment, where grievances may be filed up to

three-hundred (300) days since the incident of sexual harassment. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed, or any extension that may be mutually agreed upon, may be referred to the next step in the grievance procedure. If the grievance is not referred to the next step within five (5) business days from receipt of an answer or the failure to answer, it shall be deemed closed based upon the last answer. Except where otherwise indicated, time limits are calculated using business days and are exclusive of Saturdays, Sundays, or holidays.

A grievance which affects two (2) or more employees may be presented in writing at Step 2 within the time limits specified for submission in Step 1.

Informal Procedure: Employees are encouraged to discuss concerns with their Department Managers. If the concerns are not resolved, the employee may initiate the formal grievance procedure as outlined below within the established time frame.

Step 1 - The employee and/or a Union designee as indicated above shall notify his/her Department Manager of a grievance in writing, stating the date the alleged grievance occurred, the section of the contract allegedly violated, the nature of the grievance and pertinent facts, and the remedial action sought. It shall be discussed formally within five (5) business days. The Department Manager shall notify the employee of his/her decision within five (5) days business after discussion of the grievance.

Notwithstanding the above, if it is mutually agreed that the decision or action that gives rise to the grievance is not within the authority of the Department Manager to adjust, Step 1 of the grievance procedure may be bypassed.

Step 2 - If not resolved at Step 1, the grievance will be sent to the appropriate Senior Staff Representative. A meeting will be held between the nurse, the Union's designee as indicated above, if desired, and the appropriate Senior Staff Representative or designee. The appropriate Senior Staff Representative or designee shall notify the employee of his/her decision in writing within five (5) business days after the conclusion of the meeting.

Step 3- If the issue is not resolved at Step 2, the matter may be referred to Step 3 within five (5) business days after the appropriate Senior Staff Representative's decision, by written notice of appeal to the President.

A meeting will be held with the President, or designee, the Union's designee (up to three (3) individuals) and a representative of the Union. The President or designee shall answer the employee, in writing, within five (5) business days after the conclusion of the meeting. A copy of the answer shall be sent to a representative of the Union designated by the Union.

SECTION 2. ARBITRATION

In the event the dispute shall not have been satisfactorily settled within ten (10) days after failure of Step 3 above, upon application by the Union, each grievance shall be referred to an arbitrator selected under the procedures of the American Arbitration Association. If the Union fails to submit a grievance to the American Arbitration Association within twenty (20) days of the Hospital's answer in Step 3, the matter shall be deemed closed pursuant to the answer given at the third step.

The parties agree that the only remedy for the breach of this collective bargaining agreement, except as specifically otherwise provided, is through the instant grievance and arbitration provisions, and that the decision of the arbitrator is final and binding on all of the parties.

The expenses of the arbitrator shall be shared equally between the Union and the Hospital. Each party shall make arrangement for and pay for the expenses of witnesses which are called by them. The powers of the arbitrator are limited as follows:

1. The arbitrator shall have no power to add or subtract or modify any of the terms of this agreement or any supplementary agreement nor to rule on any matter except while this agreement is in full force and effect between the parties.

2. The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or to change any wage rates.
3. The arbitrator shall have no power to rule on the proper assignment of work by the employer between members of various Bargaining Units.
4. Except as indicated below, the Hospital shall not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed. Notwithstanding the provisions of this section in the case of pay shortage of which the employee could not have been aware before receiving his/her pay, the arbitrator may, if justified, order that the adjustment be retroactive to the pay period in which the error first occurred, provided that the employee files a grievance within ten (10) days of the time s/he knows or should have known of the pay shortage.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or compensation for personal services that s/he may have received or could with diligent effort have received from any source during the period in question.
6. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

SECTION 3. SEXUAL HARASSMENT

In cases of sexual harassment, grievances will be processed in an expedited manner. The employee may choose to initiate the grievance procedure at either Step 2 or Step 3 of the grievance procedure.

Grievances shall be filed and processed based on facts or events which have occurred no more than three hundred (300) calendar days (including Saturdays, Sundays and holidays) before the grievance is filed.

If, after the grievance is settled, the employee feels unable to return to his/her job, and if the Hospital has not transferred the person(s) against whom the charge of sexual harassment has been made, the employee shall be entitled to transfer to an equivalent open position at the same salary if a position then exists for which s/he is qualified.

SECTION 4 PERSONNEL FILES

There shall be one official personnel file. There shall be no evaluations or disciplinary papers placed in the file without notification to the employee.

The hospital agrees to automatically remove any corrective action from a bargaining unit employee's personnel file on the first anniversary of when the corrective action occurred, and it may not be used in a subsequent disciplinary proceeding, when twelve (12) months have passed since the date of issuance, unless within the twelve (12) months the employee has received another written warning or notice of disciplinary action. In cases of final written warning the 12 month period may be extended an additional 6 months if 12 months is not sufficient for the nurse to achieve and sustain improvement or to determine whether termination is for just cause.

An employee may inspect his/her personnel file during normal Personnel Department hours. Inspection of the employee's file shall be made in the presence of a member of the Personnel Department. Letters of reference shall be excluded. The employee may make any notes s/he wishes, but no data may be removed or borrowed from the file. Copies of the current evaluations will be furnished to the employee, upon request, at no charge. Copies of other materials, excluding letters of reference, will be furnished to the employee, upon request, but the Hospital may charge the employee for the cost of copying said materials.

ARTICLE X

NO STRIKE - NO LOCK OUTS

1 So long as this agreement is in effect, the Hospital agrees that there shall be no lock outs, and the Union
2 agrees that there shall be no strikes, sympathy strikes, sit-downs, slow-downs, stoppages of work, boycotts,
3 mass sick days or any similar interference with the operation of the Hospital, or any other unlawful acts that
4 interfere with the Hospital's operations or the medical care of its patients. In the event there is a breach of
5 the foregoing provisions the Hospital need not resort to the grievance and arbitration provisions of this
6 agreement, but may pursue any legal remedy. Furthermore, if there is any violation of the foregoing
7 provision, the Hospital can take disciplinary action, including discharge.

8 9 **ARTICLE XI**

10 11 **SECTION 1. EARNED TIME**

12 13 **A. Eligibility**

14
15 All nurses who are paid for forty-eight (48) or more qualified hours in a pay period are entitled to earned
16 time benefits.

17 18 **B. Pay Rate**

19
20 Earned time pay shall be paid for the period of time the earned time was accrued at base pay plus shift
21 differentials, and shall not be counted as time worked for purposes of computing overtime.

22 23 **C. Accrual**

24
25 Accrual begins with the first hour the nurse is eligible for earned time. Newly hired probationary employees
26 who are otherwise eligible for earned time will begin to accrue earned time immediately. The amount of
27 earned time is based on the amount of qualified hours paid by the Hospital during each payroll period to a
28 maximum of eighty (80) hours. For purposes of accrual qualified hours are:

- 29
- 30 • Regular hours worked,
 - 31 • Earned time taken off,
 - 32 • On call in lieu of not-needed time,
 - 33 • On call-called in,
 - 34 • Not-needed time,
 - 35 • Holiday hours worked
 - 36 • Sleep day
 - 37 • Regular hours not worked in exchange for hours worked at time and a half.
- 38

39 Earned time will not accrue for the following types of paid time:

- 40
- 41 • Overtime,
 - 42 • Earned time bought back,
 - 43 • Sick bank time,
 - 44 • On call in addition to scheduled hours, and
 - 45 • O. R. on call.
- 46

47 **MAXIMUM ANNUAL ACCRUAL FOR FULL-TIME EMPLOYEES**

48	49 <u>SERVICE YEARS</u>	49 <u>EARNED TIME DAYS</u>
50	Years one through four	26 working days
51	Years five through nine	31 working days
52	Years ten or more	36 working days

53

54 Maximum accrual for eligible part-time employees will be prorated based on the above schedule. Earned
55 time may be accrued to a maximum of one and one-half (1 ½) times the annual accrued allotment. When a
56 nurse accrues the maximum amount of earned time, additional earned time will not accrue during the period
57 the nurse is at the maximum. The accrual will begin again when the total of the nurse's earned time goes

below the maximum. Earned time does not accrue while the nurse is not being paid by the Hospital, such as during an unpaid leave of absence.

Employees shall accrue earned time according to the formula below and based on a factor that is in a ratio of the maximum yearly earned time hours to the 2080 yearly work hours as indicated in table 2 below:

Table 2. Accrual factors for earned time based on years of service.

Service Years	Accrual Factor
Years 1 to 4	0.10000
Years 5 to 9	0.11923
Years 10 or greater	0.13846

Earned time hours accrued shall be calculated in the following manner: the total qualified hours paid multiplied by the appropriate accrual factor. [Qualified Hours Paid x Accrual Factor = Earned Time Hours Accrued]

D. Use of Earned Time for Scheduled Absences

Earned time will be used for scheduled or planned absences from normally scheduled work time, for vacations, holidays, planned personal absences, scheduled illness/disabilities and appointments. Earned time may be taken either at the increments accrued or sufficient hours to complete a scheduled shift. (8, 10 or 12 hours)

1. Approvals

Earned time must be requested of, and approved by, the Department Manager in advance of the anticipated date of absence. Each department will have a fair and equitable procedure for granting earned time requests based on staffing, work load, reason for requests, advanced notice, seniority and other considerations. When a nurse requests time off, the nurse shall indicate whether the time off is to be taken as earned time or a regular day off, so long as any request for scheduling another day off can be accommodated by the monthly schedule.

2. Scheduling Earned Time for Vacations

All vacations must be approved by the nurse's Department Manager and shall not interfere with patient needs, required Hospital coverage and service demands. Vacation requests for time off from June through September must be submitted in writing on a form agreed to by the Union and the Hospital to the Department Manager by March 1. The Hospital will notify the nurses by April 1 as to whether their request has been approved or denied. If a vacation request has been approved said approval may be rescinded only upon an unforeseen change, including, but not limited to, change in replacement availability caused by resignations or terminations.

Non-prime time vacation requests and all physician practice nurses' vacation requests must be submitted in writing on a form agreed to by the Union and the Hospital at least one (1) month prior to requested vacation time, but no more than twelve (12) months prior to the requested vacation time. The Hospital will notify the nurse no later than fourteen (14) days after his/her written request has been submitted as to whether it has been approved or denied. Prior to the request approval for all vacations when more than one (1) nurse has requested vacation or any earned time off for the same date(s) and both/all cannot be accommodated due to staffing needs, the most senior nurses' request shall be granted. If a vacation request has been approved said approval may be rescinded only upon an unforeseen change, including, but not limited to, a change in replacement availability caused by resignations or terminations.

The Hospital reserves the right to schedule no more than ten (10) consecutive vacation days at a time.

Every consideration will be given to a nurse who requests extended vacation time off. Existing vacancies, providing temporary coverage, including the possible posting of temporary hours, and minimizing shift rotation are some of the criteria which will be considered.

3. Holidays

Accrued earned time will be used when a nurse's regularly scheduled work days falls on one of the Hospital's six (6) designated holidays, and the nurse is not scheduled to work and/or the department is closed. The designated holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

When a paid holiday falls on Saturday, the Hospital shall observe it on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. Department Managers, with the advance approval of the VP Patient Care Services and the President, may schedule the holiday for their department on the actual day of the holiday rather than on a day the Hospital observes it. Exceptions may need to be made for federally scheduled holidays.

Nurses who work on the designated holiday will be paid the appropriate holiday shift differential. Nurses who are scheduled to work on a designated holiday and fail to do so without authorization will forfeit an amount of earned time equal to the hours scheduled to work on the day unless the nurse is excused by the proper authority.

Approval for holidays off will be rotated as equally as possible. An employee may volunteer, but shall not be required to work both Thanksgiving and Christmas in a calendar year.

E. Use of Earned Time for Unscheduled Absences

In emergencies and in other critical situations, including personal illness, sick child, elder care and other family care emergencies, absences cannot necessarily be planned and earned time will be used for the hours that were scheduled in those situations:

1. Nurses are required to notify their Department Manager or Nursing Supervisor of their absence at least two (2) hours before the scheduled starting time on first shift and four (4) hours before the scheduled starting time on the evening and night shifts. If unable to come to work more than one (1) day, the employee must notify the Department Manager or Nursing Supervisor on each subsequent day of absence, unless the Department Manager or Nursing Supervisor has been notified and agrees that additional notice is not required during the anticipated absence. The Department Manager has the authority to deny earned time pay when an employee fails to notify, without sufficient reason, or within the specified time requirements, or fails to satisfy other requirements listed in the departmental manual.

2. The Hospital reserves the right to require a nurse to be examined by a physician or a nurse practitioner of the Hospital's choice to determine verification of illness. This examination will be at Hospital's expense.

3. Nurses who have been absent from work for five (5) or more scheduled work days, due to personal illness may be required to furnish a physician's report or be approved by a hospital designated physician or nurse practitioner prior to return to work.

4. Each manager shall review the punctuality/absenteeism of employees on a regular basis. Managers will provide clear documentation of attendance or punctuality problems and a plan of corrective action including follow-up meetings with the employee regarding progress. Employees will actively work with management to resolve unacceptable performance and/or behaviors. Progressive stages of corrective action shall be utilized except in the case of three-day no call/no show.

F. Earned Time Buy Back

Each calendar year nurses may exchange up to one hundred and twenty (120) hours of future earned time at 100% of the earned time dollar value, in accordance with current hospital policy.

G. Earned Time Information, General

1 1. Earned time will not be used for Workers' Compensation, Jury Duty, or Bereavement.
2 Pay for absences due to these reasons will be in accordance with applicable contractual provisions and/or
3 legal requirements.

4
5 2. Employees who have used up all earned time and Sick Time, and who are still unable
6 to return to work may request a leave of absence pursuant to the applicable contractual provisions.

7 8 **H. Termination**

9
10 Earned time which has been accrued but not used will be paid to nurses upon termination. Earned time
11 cannot be used during the period of resignation of notice.

12 13 **SECTION 2. LONG TERM DISABILITY**

14
15 Nurses who are scheduled for twenty-four (24) hours per week, or more, as reflected in their personnel file,
16 at the Hospital's expense, be entitled to coverage in the current Long Term Disability income (LTD) or a
17 substantially equivalent plan.

18 19 **SECTION 3. VOLUNTARY PAYROLL DEDUCTION SHORT TERM DISABILITY**

20
21 A voluntary payroll deduction short term disability policy will continue to be available to eligible nurses
22 during the term of this contract.

23 24 **ARTICLE XII**

25 26 **HEALTH AND DENTAL INSURANCE**

27
28 A. Full-time regular and part-time regular nurses whose regular approved work schedule is twenty
29 (20) hours or more a week are eligible to participate in either of the Hospital's Medical Plans pursuant to the
30 terms of the insurance agreement, or a substantially equivalent plan.

31
32 **Cost of Membership** - The Hospital and Registered Nurse will contribute as follows specific to the Silver
33 plan level of coverage:

34

Status	Employer Paid	Employee Paid	Hours
Single	80%	20%	20- 40 Hours
2 Person	75%	25%	20-40 Hours
Family	72%	28%	20-40 Hours

35
36 The Hospital will determine a dollar amount that the Hospital will contribute for each plan. The dollar
37 amount shall not be less than 80% of the single silver plan, less than 75% of the 2-Person level of the silver
38 plan, or less than 72% of the Family level of the silver plan.

39
40 Nurses who fail to contribute their share of the premium or whose regular approved weekly hours change to
41 less than twenty (20) hours per week (except as noted below) will be dropped from the group plan.

42
43 B. Employees eligible for the group health plan are also eligible to participate in the currently
44 offered dental plan or a substantially similar plan. The Hospital's contribution for the dental plan made on
45 behalf of bargaining unit members electing to join the plan shall be equivalent to the contribution being
46 made for non-bargaining unit members in the plan. All nurses regularly scheduled to work twenty (20) or
47 more hours per week will be eligible to participate in the dental insurance plan.

48
49 C. Nurses may remain in the Hospital's group health and dental plans while on an approved leave of
50 absence providing they pay the full amount of the premium monthly, except that for medical leave of
51 absence beyond those granted pursuant to State or Federal FMLA laws, the employee may only continue
52 health and dental insurance under COBRA provisions. Similarly, if permitted by the relevant insurance
53 carrier, nurses who are scheduled to work for at least sixteen (16) hours but less than twenty (20) hours per

1 week may sign up for the Hospital's group health and/or dental plan provided they pay the full amount of the
2 premium in advance, monthly, except that for medical leave of absence beyond those granted pursuant to
3 State or Federal FMLA laws, the employee may only continue health and dental insurance under COBRA
4 provisions.

5
6 D. The BMH health insurance plans will extend the in-network deductible to Brattleboro Memorial
7 Hospital, Dartmouth Hitchcock Medical Center, and Cheshire Medical Center.

8
9 E. The BMH health insurance plans will not increase the current deductibles at the time of
10 ratification of this agreement or make changes to the plan, without mutual agreement between BMH
11 management, and the BFN officers.

12
13 F. Medical and Dental plan cost information will be shared with BFN as requested. The Hospital
14 and BFN representatives will meet in September / October of each year to discuss medical and dental care
15 cost changes before bargaining unit employee benefit payment rates are established for each calendar year.

16
17 Each nurse shall be given booklets outlining the health & dental plans benefits once a year, upon request
18 from that nurse.

19 20 **ARTICLE XIII**

21 22 **LEAVE OF ABSENCE**

23
24 A leave of absence without pay may be granted to regular full-time and part-time employees upon approval
25 of the Department Manager and Director, Human Resources. A leave of absence without pay may be
26 granted for the following reasons: Education, Medical, Military, Newborn Infant Care, , Legislative Leave,
27 and Family and Medical Leave. A request for a leave of absence will be considered based upon the
28 employee's length of service, work record, reason for desiring the leave and the staffing requirements of the
29 department. The nurse will be notified in writing of any benefit changes which result from the leave.

30
31 An employee returning from a discretionary medical or a newborn infant care, leave of absence within three
32 (3) months of commencing the leave shall be reinstated to his/her prior position (unless that position has
33 been eliminated) provided the employee is willing to work the same number of hours and the same shift as
34 s/he worked prior to the leave. If the medical or newborn infant care leave exceeds three (3) months and/or
35 is combined with another approved leave, or sick leave, and the combination of leaves exceeds three (3)
36 months, the employee's right to return to his/her prior position shall be the same as that accorded to nurses as
37 stated in the next paragraph.

38
39 Employees returning from leaves of absence other than medical or newborn infant care leave will be
40 reinstated to his/her prior position only if that position is available and the nurse is willing to work the same
41 number of hours and the same shift as s/he worked prior to the leave. If that position is not available, the
42 nurse shall be placed in another nurse position which is vacant. If no nurse position is vacant the returning
43 nurse will be able to displace the nurse with the least seniority, provided s/he is qualified to do the job and is
44 willing to work the required hours and shift. Following his/her return to employment, the nurse will be
45 permitted to bid on his/her prior position when it becomes vacant. Providing s/he is willing to work the
46 required number of hours and shift, the nurse will be given preference over all other nurses bidding for that
47 position.

48 49 **A. Education**

50
51 Eligibility - One (1) Year of Continuous Employment

52
53 An Education Leave of Absence may be granted for a maximum of one (1) year. When an eligible
54 employee requests an Education Leave of Absence, application must be made at least one (1) month prior to
55 the commencement of the leave. The employee must present explicit information, including course of study,
56 dates of the leave etc., to the Department Manager.

57 58 **B. Discretionary Medical**

1
2 Eligibility - Three (3) Months of Employment
3

4 A leave of absence may be granted for discretionary medical reasons, regardless of the amount of accrued
5 sick bank/earned time, for the period of time the nurse is physically unable to perform the duties of his/her
6 job, but in no event for a period to exceed three (3) months. Maternity leave is to be treated as any other
7 medical disability.
8

9 To qualify for discretionary medical leave, the nurse will be required to submit a physician's statement
10 indicating the nature of the disability, the limitations of the disability, and the estimated date that the nurse
11 will be able to resume his/her normal duties. The Hospital may, at its discretion, require an examination by
12 a doctor of its choice, providing, however, that if it exercises this option, it shall pay the full cost of the
13 examination.
14

15 The Hospital may require that, prior to a nurse's returning to work from a medical leave of absence (or at
16 any time a medical disability becomes apparent), the nurse obtain a physician's statement indicating that the
17 nurse is physically capable of performing the duties of his/her job without risk to himself/herself or others.
18

19 The maximum period of time allowed for a medical disability may be extended for up to six (6) months
20 beyond the three (3) month period at the sole discretion of the Hospital.
21

22 **C. Military**
23

24 Eligibility: No length of service requirement
25

26 Active Service: A leave of absence will be granted for the amount of military active service required,
27 pursuant to the requirements of Federal Law.
28
29

30 **D. Newborn Infant Care**
31

32 Eligibility - One (1) Year of Continuous Employment
33

34 An employee may be granted a leave of absence to provide care to a newborn infant. This leave shall not
35 exceed six (6) months and shall be in addition to, and run on consecutively with, any medical disability for
36 which the employee was eligible.
37

38 **E. Excused Time OffLeave:Excused Time Off**
39

40 Nurses who are not eligible for a leave of absence may be allowed time off without pay at the discretion of
41 Nursing Administration, providing the length of the excused time is four (4) calendar weeks or less.
42

43 **F. Legislative Leave**
44

45 The Hospital will comply with Title 21 Vermont Statutes Annotated Section 496 relating to running for and
46 serving in Vermont Legislature.
47

48 **G. VT Parental and Family Leave Law (VTPFLL) and Family and Medical Leave Act (FMLA) and**
49 **Short Term Family Leave**
50

51 All State and Federally mandated leaves will be granted in accordance with prevailing State and Federal
52 laws.
53

54 **ARTICLE XIV**
55

56 **SECTION 1. IN-PATIENT AND OUT-PATIENT DISCOUNTS**
57

1 Nurses who have completed the probationary period and are not covered under the Hospital's medical plans
2 are eligible for courtesy discounts on in-patient and out-patient hospital bills for services performed at
3 Brattleboro Memorial Hospital. The discounts apply to employees and their spouse and dependent children
4 living in the same household.

5
6 Inpatient and outpatient discounts are equal to twenty percent (20%) of the total bill, limited to a maximum
7 of whatever balance remains after any insurance benefits have been applied.

8
9 Employees must follow established procedures in processing hospital bills for discount.

10 11 12 **SECTION 2. MILITARY SUMMER TRAINING**

13
14 Nurses, who have completed their probationary period, are members of a military reserve organization of the
15 Armed Services of the United States and are required to report for training shall be eligible for compensated
16 military leave by making up the difference between their base pay for their approved scheduled work week
17 and that pay received from the Government. The Hospital shall not be obligated to compensate an employee
18 beyond a fifteen (15) day training period.

19
20 A nurse may use accrued earned time for all or portions of the training period.

21
22 The nurse must submit a statement indicating wages received for military duty to the Hospital when
23 requesting compensation.

24 25 **SECTION 3. MEALS AND REST PERIODS**

26 27 **Meals**

28 Nurse employees working the day, evening and night shifts, who are required and scheduled to work a full
29 eight (8) hour work period within a spread of eight and one-half (8 1/2) hours will be scheduled for one-half
30 (1/2) hour unpaid time for meals by their supervisor. If a Department Manager or Nursing Supervisor
31 determines that patient care needs require that the nurse remain on the unit, without benefit of a meal break
32 where the nurse is free to use the time as s/he chooses, and so instructs the nurse, s/he shall be paid for
33 his/her meal period. Physician practices will schedule their unpaid meal break according to the practice
34 schedules.

35 36 **Rest Periods**

37 A paid fifteen (15) minute rest period may be authorized for each four (4) hour work period for nurses
38 working eight (8) hour shifts. For those nurse's working twelve (12) hour shifts, a fifteen (15) minute rest
39 period may be authorized for each four (4) hour work period. Rest periods are authorized and scheduled in
40 accordance with work load requirements and shall not be accumulated from day to day.

41 42 **ARTICLE XV**

43 44 **SECTION 1. JOINT COMMITTEE**

45
46 In order to maintain the highest quality of patient care, to promote the fullest professional development of
47 nurses, and to improve communication, there shall be a committee consisting of up to six (6) nurses from the
48 Union which shall meet regularly with up to six (6) members of Administration for the purpose of
49 meaningful discussion concerning staff development, patient education, nursing care delivery systems,
50 including staffing patterns as they fall within the budget, job descriptions related to changes in the systems
51 and policies and procedures, nursing duties and non-nursing duties.

52
53 The Committee shall meet on a regular basis, but no less frequently than every other month. The Committee
54 will maintain established bylaws for its operation.

55
56 The Committee shall have no authority to change, delete or modify any of the terms of the existing
57 collective bargaining agreement nor to settle grievances arising under this Agreement.

1
2 **ARTICLE XVI**
3

4 **UNION RIGHTS**
5

6 **Section 1.**
7

8 Subject to the operating needs of the Hospital, which shall prevail in instances of conflict, permission for
9 reasonable time off shall be given to not more than eight (8) members of the Union's bargaining team for
10 purposes of collective bargaining, provided they furnish timely written request for such time off. However,
11 the parties may, by mutual agreement prior to negotiations, alter this provision.
12

13 During contract negotiations, the Hospital will compensate for up to eight (8) hours each day of negotiations
14 for up to eight (8) elected members of the union's bargaining team. Only time spent in negotiations is
15 compensable.
16

17 **Section 2.**
18

19 Subject to the operating needs of the Hospital, which shall prevail in instances of conflict, permission for not
20 more than five (5) Union members, for the purpose of attending the Union's Annual Meeting shall be
21 granted. Such employees shall be entitled to receive pay for their regularly scheduled hours at straight time
22 rates. Employees must request such time off, in writing and in a timely manner pursuant to the Article IV,
23 Section D (Requests for Time Changes).
24

25 **Section 3.**
26

27 The Union officers are elected to represent the interests of nurses as they relate to salary, benefits and
28 working conditions. They respond to the needs of their constituents by having access to Hospital
29 administration, current and open communication channels and access to its members.
30

31 The Hospital employs a nurse executive to assure standards of nursing care and to promote the role of
32 nursing in interdisciplinary collaboration to meet patient care outcomes.
33

34 Together, the Union officers and nurse executive work to assure satisfactory working conditions for staff
35 and quality patient care. It is believed that the results of processes used to achieve this should encourage
36 nurse participation in decisions that impact the practice and patients.
37

38 The Union officers and the V.P. of Patient Care Services shall identify a forum for regular communication to
39 occur not less than four times a year for the purpose of:
40

- 41 a. Communicating Hospital department/committee activities
- 42 b. Exploring interests of either party
- 43 c. Developing strategies to negotiate interests
- 44 d. Identifying how Union representation will be included in nursing committee structure. The Union
- 45 will appoint two (2) members to the Nurse Practice Committee. The purpose of this appointment is
- 46 to encourage the timely input of nursing staff as related to proposed changes in the patient care
- 47 services division's policies and procedures.
48

49 **ARTICLE XVII**
50

51 **SECTION 1. GOVERNMENTAL REGULATIONS**
52

53 The parties hereby understand that the Hospital will use good faith efforts to obtain the necessary
54 governmental approval to fund this agreement pursuant to Federal and State laws and rules and regulations.
55 If the Hospital is unable to obtain said approval, it shall immediately notify and commence bargaining with
56 the Union for resolution of the matter.
57

58 **SECTION 2. SEPARABILITY**

1
2 If any term or provision of the Agreement is at any time during the life of this agreement found to be in
3 conflict with any law, such term or provision shall continue in effect only to the extent permitted by law. If
4 any term or provision is or becomes invalid or unenforceable, such invalidity or unenforceability shall not
5 affect or impair any other term or provision of this agreement.
6

7 **ARTICLE XVIII**

8 9 **SECTION 1. SCOPE OF AGREEMENT**

10
11 It is acknowledged and agreed that during the course of the negotiations preceding the execution of the
12 agreement all matters and issues of interest to the Union, to the nurses and to the Hospital pertaining to
13 wages, hours and conditions of employment have been fully considered and negotiated, that each party was
14 afforded the unrestricted right to present and discuss proposals pertaining to wages, hours and conditions of
15 employment and that the understandings and agreements arrived at among the parties during the course of
16 said negotiations are fully set forth in this agreement.
17

18 The Union, the nurses and the Hospital agree that during the term of the agreement, the parties shall be
19 governed exclusively by and limited to the terms and provisions of the agreement and that, except as
20 specifically provided, neither the Hospital nor the Union shall be obligated to negotiate with respect to any
21 matter pertaining to wages, hours or conditions of employment whether or not specifically included in this
22 agreement or discussed during the negotiations preceding the execution of this agreement.
23

24 Should the Hospital merge units, the Union will have a right to request bargaining of the effect(s) of the
25 merger.
26

27 **SECTION 2. TERM OF AGREEMENT**

28
29 This agreement shall become effective on October 1, 2019 and shall remain in full force and effect until
30 September 30, 2022. Either party desiring changes or amendments of this agreement prior to the expiration
31 of same shall give the other party notice in writing not less than ninety (90) days and not more than one
32 hundred twenty (120) days immediately prior to the expiration date of this agreement or any extension
33 thereof specifying that changes or amendments are desired; otherwise the agreement renews itself for yearly
34 periods without change.
35

36 In the event that notice is given as required in this article and an agreement is not reached by the expiration
37 date of September 30, 2022, or the end of any subsequent renewal period, then an existing agreement shall
38 remain in full force and effect after the expiration date or the end of any subsequent renewal period until
39 such time as a new agreement is concluded. During such period, the agreement may be terminated at the
40 expiration of sixty (60) days after a notice by registered mail is given by either of the parties to the other
41 party of intent to terminate the agreement.
42

43 **ARTICLE XIX**

44 45 **SUCCESSORSHIP**

46 47 **Section 1**

48
49 If the ownership, operation or control of the Hospital is changed through sale, acquisition, merger or any
50 other business transaction, the Hospital shall include a term in the agreement memorializing such transaction
51 that states that any successor employer as the term is defined by federal labor law will recognize the union
52 within the same bargaining unit as existed before the transaction and be bound by the terms of the
53 agreement. The hospital's obligation to the union will be satisfied upon the inclusion of this term in the
54 agreement memorializing such transactions and the provision of proof to the Union by the Hospital of the
55 term's inclusion of such agreements. The parties acknowledge that the Hospital shall not be a guarantor of
56 the assumption of this agreement by a successor employer and that the Hospital shall not be liable for any
57 breach by a successor employer as that term is defined under federal labor law of this agreement or the
58 agreement memorializing a transaction contemplated by this section. The parties agree that nothing herein

1 shall operate to impose this agreement on any employee not includable in the bargaining unit described in
2 this agreement.

3
4 **FOR THE BRATTLEBORO FEDERATION**
5 **OF NURSES, LOCAL 5064,**
6 **FNHP, AFT:**
7

FOR BRATTLEBORO MEMORIAL
HOSPITAL:

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MEMORANDUM OF UNDERSTANDING

SURGICAL TECH/LPN ---- (LPN)

The Brattleboro Memorial Hospital (the "Hospital") and the Brattleboro Federation of Nurses, Local 5125, Federation of Nurses and Health Professionals, American Federation of Teachers, AFL-CIO (the "Union") agree as follows:

The Hospital may post and fill positions as either Surgical Tech or Surgical Tech/LPN.

Surgical Tech/LPN shall be in the bargaining unit including Connie Stockwell who is the only person in that position on the date this Memorandum was signed.

Surgical Tech shall not be in the bargaining unit.

FOR THE UNION

DATE

FOR THE HOSPITAL

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For Union:

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Brattleboro Federation of Nurses- Local 5064, AFT Vermont/AFL-CIO

Name _____		
Address _____		
City _____	State _____	Zip _____
Cell Phone _____	Home Phone _____	Work Phone _____
Email (non-employer) _____		
Birth Date _____	Date of Hire _____	
Worksite _____	Job Title _____	

Membership Statement: I hereby apply for membership in the Union, and agree to abide by its Constitution and Bylaws. I authorize the Union to act as my exclusive representative in collective bargaining over wages, hours and other terms and conditions of employment with my employer. My membership in AFT Vermont and my Local Union, including any other local union which is my exclusive bargaining representative and is affiliated with AFT Vermont, shall be continuous unless I notify my local president in writing that I intend to resign.

→Signature _____ Date _____

Dues Authorization: During my employment, I hereby agree to pay an amount equal to dues as certified by the Union regardless of whether I am or remain a Union member. I also authorize my employer to deduct from my pay each pay period that amount that is equal to dues and to remit such amount monthly to the Union.

Revocation Window: This voluntary authorization and assignment shall be irrevocable regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization, or until the termination date of the collective bargaining agreement between the Union and the Employer, whichever occurs sooner, and shall automatically renew from year to year unless I revoke this authorization by sending written notice by the United States Postal Service to the Union postmarked fourteen calendar days prior to the anniversary of the date signed above or by sending written notice by the United States Postal Service to the Union upon the termination of the collective bargaining agreement.

IRS Disclaimer: Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Telephone Consumer Protection Act Statement: By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis, and that I can unsubscribe from these messages. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts.

→Signature _____ Date _____

Notes:

Return to AFT Vermont 121 Park Ave #10 Williston VT 05495 or scan to info@aftvermont.org