

Agreement

Between

Fletcher Allen Health Care

and

Vermont Federation of Nurses and Health Professionals,  
UPV/AFT, AFL-CIO  
Local 5221

July 10, 2003 to July 9, 2006

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## Preamble

### Article 1 – Preamble

This agreement is made and entered into as of July 10, 2003 by and between Fletcher Allen Health Care hereinafter referred to as the “Hospital” and the Vermont Federation of Nurses and Health Professionals, UPV/AFT, AFL-CIO Local 5221, hereinafter referred to as the “Union”. The Hospital and Union recognize that the Hospital’s first responsibility is to provide quality patient care. It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to promote and further harmonious and productive labor-management relations, to act in a manner to assure mutual respect and dignity.

## Union Rights

### Article 2 – Recognition

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

All full-time, regular part-time and per diem registered nurses who work an average of four (4) hours per week in a continuous thirteen week period employed by the Employer at its facilities located in the State of Vermont at: Medical Center Campus, 111 Colchester Avenue, Burlington; University Health Center, 1 South Prospect Street, Burlington; Fanny Allen Campus, 790 College Parkway, Colchester; Colchester Family Practice, 883 Blakely Road, Colchester; Given Health Care Center at the Brickyard, 87 Main Street, Essex Junction; Milton Family Practice, 28 Center Drive, Milton; FAHC Cardiology, 366 Dorset Street, South Burlington; Given Health Care Center, 310 Pine Street, Burlington; Spine Institute of New England, 158

Hurricane Lane, Williston; Vermont Department of Health at Cherry Street; FAHC at Timber Lane, 3 Timber Lane, South Burlington; Cardiac Rehabilitation at the University of Vermont; Ira Allen School, 150 Colchester Avenue, Burlington; Given Health Care Center, 353 Blair Park Road, Williston; CVH Renal Dialysis Unit, Central Vermont Hospital, Fisher Road, Berlin; The Wellness Resource Center, 199 Main Street, Burlington; Aesculapius, 1 Timber Lane, South Burlington; Rutland Satellite Dialysis, Rutland Hospital, 190 Allen Street, Rutland; Urology, 1775 Williston Road, South Burlington; Urology Associates at St. Albans, 6 Crest Drive, St. Albans; Renal Services at St. Albans, Crest Drive, St. Albans; South Burlington Family Practice, 1775 Williston Road, South Burlington; Berlin Family Practice, 130 Fisher Road, Berlin; Radiology at Aesculapius, 3 Timber Lane, South Burlington; Renal Dialysis at Bennington, Southwest Medical Center; Renal Dialysis Services, Joy Drive, Burlington; Mercy Hall, Trinity Campus, Burlington; and McAuley Hall, Trinity Campus, Burlington, but excluding other Professional employees, Managerial employees, Administrative Director Cardiology Services, Administrative Director of Nursing, Administrative Director of Nursing-Care Coordination, Administrative Nurse Coordinator, Assistant Nurse Manager, Clinical Case Manager, Clinical Case Manager PD, Clinical Case Manager-Employee Health, Clinical Case Manager-Worker's Compensation, Clinical Practice Nurse Manager, Community Health Coordinator, Director of Community Health Improvement, Director of Clinical Services, Home Care Nurse Coordinator, Home Dialysis Coordinator, Inpatient Coordinator, Interim Director, Interim Manager Exempt, Interim Supervisor Exempt, JCAHO Chart Audit Nurse, Manager Nursing Clinical Systems, Nurse Manager, Nurse Manager Acute/Ped/NICU, Nurse Manager Critical Care Services, Nurse Manager Maternity Services, Nurse Manager Radiology, Nurse Manager/Educator, Nurse Practitioner/Manager Interventional Radiology, Occupational Health Nurse/NON, Outpatient Dialysis Coordinator, Patient Relations Representative, Patient Relations Representative PD, Practice Supervisor-Adv Practice, Practice Supervisor-Professional, Recruiter-RN, Resource Coordination Nurse, Resource Coordination Nurse PD, Assistant Research Nurse Manager, Senior Cath Lab Specialist-RN, Senior Nurse Educator, Service Coordinator Nurse, Service Coordinator Nurse PD, Supervisor of Employee Health, Vice President of Nursing Operations, Vice President of Quality and Care Management, Quality Improvement Consultant-Nurse, Clinical Informatics Special Assoc., Clinical Informatics Special Staff, Community Outreach Educator, Coordinator Statewide Smoking Cessation, Critical Care Measurement Specialist, Director of Volunteer Services, Infection Control Practitioner I, FACT RN, FACT RN-Copley, FACT RN-Lifelight, FACT RN-Transport Coordinator, Certified Registered Nurse Anesthetists (CRNAs), Confidential Employees, Casual Employees, Guards and Supervisors as defined in the Act and all other employees.

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

A. The Hospital and Union recognize the right of any nurse to become and remain a member of the Union or to refrain from becoming and/or remaining a member of the Union, and neither party will interfere with any nurse in the exercise of that right.

B. Each Nurse shall, as a condition of employment, beginning on the thirtieth (30) calendar day following either the commencement of employment or the effective date of

this agreement, whichever is later, either be a dues-paying member of the Union or pay a service fee to the Union. An employee who fails to maintain membership in good standing or pay service fees as required by this Article shall, within ten (10) business days,

following receipt of a written notice from the Union requesting her/his discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered.

C. The Hospital agrees to deduct Union Dues, Initiation Fees and/or Agency Service Fees from the wages of each employee and forward such dues to the Union office on a monthly basis subject to the provisions of this Article.

D. The Union shall designate the dollar amount or fixed percentage of base wage rate for Union Dues, Initiation Fees and/or Agency Service Fees in writing to the Hospital on an annual basis prior to December 1 of each year. The designations cannot be changed during the calendar year for which they apply.

E. Upon receipt of a written authorization signed and dated by a bargaining unit employee on a form approved by the Hospital, the Hospital shall deduct, from the employee's pay, the appropriate Union Dues, Agency Service Fees and/or Initiation Fees payable by the employee to the Union during the period provided for in the authorization. The dues check-off authorization may be revoked by the employee at any time by submitting

a written revocation to the Union and/or Hospital. Said revocation shall be in effect on the date of receipt by the Union or Hospital or the day after the revocation is mailed to the Union or Hospital, whichever is sooner.

F. Deductions shall be made based on the employee's pay cycle and in a manner convenient for the Hospital's payroll agents.

G. The Hospital shall not be required to make deductions with respect to any employee for a payroll period in which the employee:

1. is in an unpaid leave status for the pay period;
2. is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period; or
3. has a net pay which is less than the amount of Union Dues, Agency Service Fees or Initiation Fees to be deducted.

H. This Article and any check-off authorization covered by this Agreement will become null and void upon expiration of this Agreement unless the Hospital and the Union agree in writing to extend this provision.

I. The Union will hold the Hospital harmless and indemnify the Hospital for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the Hospital as a result of this Article.

#### Article 4 – Union Access

The Hospital will provide the Union with access to Trinity Chapel one day a month, on a mutually agreed upon date. The Union may hold meetings only in the designated room provided: Union meetings are not open to non-bargaining unit members.

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

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

Union representatives who want access to any FAHC area other than this meeting room will get prior approval from Human Resources, which will not be unreasonably denied.

The Union may use up to 50% of all existing bulletin boards in the RN/employee lounge/locker rooms, or unit bulletin boards where no locker room exists.

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

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

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

A Union steward shall have up to fifteen (15) minutes to orient newly hired RN/bargaining unit members to the Union during Nursing orientation at a time designated by the Hospital. The Employee shall be paid for the time spent in orientation with a Union Representative. The Union will provide the Hospital with copies of all materials presented to Employees during orientation. The Union will be notified at least one (1) week in advance of the date, time and place of orientation.

Beginning on October 1 of each year this agreement is in effect, the Hospital will reimburse bargaining unit employees up to five hundred (500) hours at the employee's base pay rate for Union activities related to this bargaining unit, such as investigation of grievances, training for grievance representation, and Weingarten representation.

#### Article 5 – Information

- A. The Hospital shall electronically notify the Union of the

following changes on a monthly basis:

1. New hires: Employee's name, address, phone number, dates of hire, classification and shift.
  2. Change of status: Employee's name, date of status change and new status.
  3. Terminations: Employee's name, date of termination.
- B. The Hospital shall electronically provide the Union with the following information once annually: All bargaining employees: Employee's name, address, phone number, dates of hire, classification and shift.
- C. The Hospital will also provide a hard copy of its annual audited financial statement.

## Management Rights

### Article 6 – Management Rights

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

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

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

## Non-Discrimination

### Article 7 – Non-Discrimination

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

## Employment Status

### Article 8 – Employment Status

#### A. Definitions

1. Full-time: Those RNs with authorized hours between seventy-two (72) and eighty (80) hours per two-week pay period.
2. Part-time: Those RNs with authorized hours between forty (40) and seventy-one (71) hours per two-week pay period.
3. Per diem: An employee hired to work on an as needed basis in compliance with requirements outlined in Article 9 on per diem employment.
4. Regular Special: An employee with authorized hours between thirty-nine (39) and eight (8) hours per pay period.

B. An employee's employment status will not change more frequently than once every six (6) months absent approval of the Chief Nursing Officer.

### Article 9 – Per Diem Employment

- A. To be a per diem employee, the following minimum commitments to work must be met:
  - 1. Available to work:
    - a. A minimum of one standard shift per pay period or forty-eight (48) hours a pay quarter or two-hundred eight (208) hours per calendar year;
    - b. A minimum of one (1) standard weekend shifts per month;
    - c. One (1) holiday shifts per year. For purposes of this policy, holidays are identified as Thanksgiving, Christmas Holiday and New Year's Holiday; and
  - 2. All per diem employees may be requested to work any shift but can state their preference.
  - 3. All per diem employees will be required to attend mandatory in-service education courses and unit competencies to maintain or enhance skills.
- B. Per diem employees who cancel three (3) prescheduled shifts in a row, thereby not meeting the scheduling needs of the department and/or not meeting the working or availability requirement, will be terminated by their manager.
- C. Compensation
  - 1. All per diem employees are eligible for applicable evening, night and weekend shift differentials as per Article 23.
  - 2. Resource Department per diem employees (agree to work in two (2) or more units as defined in Article 21) will receive an hourly differential of three dollars (\$3.00) in addition to their base rate for all hours worked.
  - 3. Unit-based per diem employees will receive an hourly differential of one dollar and twenty-five cents (\$1.25) in addition to their base rate for all hours worked. Resource Department per diem employees are not eligible for this differential.

Article 10 – Probationary Period

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

## Article 11 – Seniority

### A. Definition

1. Hospital Seniority shall be defined as continuous employment from the date of hire by FAHC or one of its predecessors, as defined in the payroll system, including leaves as defined in Articles 34, 35, 36, 37 and 38.
2. Unit Seniority shall be defined as continuous employment on a unit/cost center. These years shall be added to the Hospital seniority for the purpose of determining seniority in scheduling practices. The Bargaining unit will maintain unit seniority lists.
3. Seniority shall mean Hospital Seniority unless otherwise specified.

### B. Loss of Seniority - An employee will lose seniority when:

1. The employee is terminated (voluntary or involuntary).
2. The employee is laid off (see Article 17 – Recall).
3. Voluntarily Terminated or retired employees who return to work in a bargaining unit position within one (1) year of termination shall have their seniority restored. Seniority for this purpose will be seniority at the date of termination.

## Article 12 – Vacancy / Job Posting

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

B. Preference - Qualified FAHC employees shall have first consideration for filling vacancies, including promotions. An employee will work at least six (6) months in a position before being eligible to transfer to another position.

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

D. Trial Period – At any point during the ninety (90) day Trial Period, the employee may choose to return to their original cost center if a vacant position in the same job code is available or, if a vacant position in their original cost center is not available, any other vacant position for which the employee is qualified.

E. Job Posting - In the event the Hospital decides to fill a vacant bargaining unit position, a notice of such vacant position shall be posted on the Hospital's website. Positions shall be posted for seven (7) consecutive days. An employee desiring to apply for a posted position may do so by filing a written application with Human Resources. The Hospital may begin interviewing for the position prior to the expiration of the posting period.

### Article 13 – Job Share

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

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

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

7. Members of the job sharing team must execute the Hospital's Job Sharing Agreement.

#### Article 14 – Job Security

##### A. Job Erosion

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

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

##### C. Non-Nursing Functions

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

#### Article 15 – Work Preference

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

#### Article 16 – Layoff

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

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

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

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

B. Layoffs

The Hospital shall determine the cost center, Job Group (highest degree required for Job i.e. RN, NP, CNM), shift and number of FTEs or portion thereof. In such units or departments, sites or offices, any layoff or reduction in hours shall be done in reverse order of Hospital seniority. In cases where two (2) or more individuals who are affected by a layoff in a particular unit or department, site or office, have the identical Hospital seniority dates the determination of whom to layoff shall be made by the Hospital selecting the RN/employee with the lower social security number.

C. Procedure

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

D. Bumping Procedure

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

in their Job Group in his/her clinical division and shift, provided it is in a different unit, department, site or office and that the employee is qualified for the position.

3. If there is no such least senior employee (for example, the employee targeted for layoff is the least senior in their Job Group, division and shift) the employee must bump the least senior employee in their Job Group on any shift in their division.
4. If no such position exists, they must bump the least senior employee in their Job Group outside of their division on their shift first, and then outside of their shift if they are qualified to perform in the position.
5. If no such position exists, they must accept any vacant position in any Job Group within the bargaining unit where they are qualified to perform the position.
6. If no such position exists, they must bump the least senior employee in any Job Group and any division.

For the purpose of this section, Nursing Divisions shall be (see Appendix 1):

- a. Acute Care
- b. Ambulatory Care
- c. Critical Care

NPs and Nurse Educators shall follow their respective units.

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

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

An employee affected by a bump will enter the bumping procedure outlined above.

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

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

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

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

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

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

#### Article 17 – Recall

Recall rights shall be granted to the employees as follows:

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

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

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

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

## Schedules and Staffing

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

A. For payroll purposes, the workweek shall begin at 7:00 a.m. on Monday and end at 6:59 a.m. on the following Monday. Pay periods are two workweeks.

#### B. Meal and Break Periods

When workload permits, employees may receive one (1) fifteen (15) minute break for each four (4) consecutive hours of work. Employees will not be paid extra for breaks that are not taken.

Employees working at least eight (8) consecutive hours may, if workload permits, receive a thirty (30) minute unpaid meal period, without work responsibility, as the Hospital may assign. An Employee will be compensated at the Employee's regular rate if an Employee must forgo the meal period due to the Hospital's operating requirements. Employees will notify their Manager or designee prior to forgoing their meal period.

Breaks and/or meal times may not be used to report to work late or leave work early. The breaks may not be combined with meal periods or other breaks.

#### C. Schedules

Schedules will be posted at least four (4) weeks before the start of a four (4) week schedule. The Hospital is responsible for overseeing the scheduling process.

#### D. Vacation Schedules

As determined by the Hospital, requests for scheduled time off will be permitted subject to reasonable staffing and patient care requirements. Requests for vacations and holiday time off submitted prior to December 1st of the calendar year before the scheduled time off would be taken shall be given priority in scheduling. Requests made after December 1st may be granted if normal scheduling permits. When a unit receives multiple requests for the same time, requests for that unit will be honored based on seniority.

The total hours requested for scheduled Vvacation time during the months of June, July, and August will be limited to the Employee's authorized hours to work in a pay period.

#### E. Shift Rotation

Prior to any shift rotation, the hospital shall seek volunteers first. If more than one employee volunteers, selection will be by seniority. If nobody volunteers, the least senior employee will be rotated.

#### F. Weekend Rotation

The normal weekend work requirement for all full and part-time employees is every other weekend. A weekend, for purposes of defining a weekend off and/or a weekend worked is defined as two (2) days: Saturday and Sunday for day and evening staff, Friday and Saturday, or Saturday and Sunday for night staff. For units where staffing permits, a weekend rotation greater than every other weekend (i.e. every 3rd weekend) is permissible. Employees wishing to work more than their normal weekend rotation will be permitted and not unreasonably denied.

Employees who fail to work scheduled weekend shift(s) will need to make up the hours on a weekend normally scheduled off within the next three (3) months at the Hospital's discretion.

The Hospital may change the weekend schedule staffing patterns to meet patient needs (i.e. switching from even weekends to odd weekends).

Implementation of the Holiday guidelines may require a temporary change of weekend schedules.

#### Article 19 – Overtime

A. Overtime cannot be worked without prior supervisory approval.

B. Eligibility for Overtime

1. Exempt Employees - Individual employees, who meet the definition of exempt employee under the Fair Labor Standards Act (FLSA), as determined by Human Resources, are not eligible to receive overtime pay.

2. Non-Exempt (Hourly) Employees - All employees who do not meet the requirements for an exemption to the FLSA, as determined by Human Resources, are eligible for overtime pay.

C. Overtime Provisions

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

a. Forty (40) Hour Provision – Overtime must be paid when an employee's total worked hours exceed forty (40) in a seven (7) day period beginning with the arrival of the day shift on Monday and ending seven (7) days later with the close of Sunday's night shift. There are

two (2) such periods in each of the designated pay periods.

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

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

and/or

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

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

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

and/or

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

#### D. Calculating Overtime

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

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

#### E. Scheduling Overtime

Overtime shifts shall be distributed to employees desiring such shifts on a rotating seniority basis provided that employees

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

## Article 20 – Staffing

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

Staffing budgets and plans will be consistent with staffing ratios approved by national nursing specialty groups as well as findings from national nursing research regarding nurse staffing and patient outcomes. A Staffing Committee comprised of three (3) Bargaining unit employees chosen by the Union, and three (3) nurse administrators chosen by the Hospital will jointly develop a list of national nursing specialty organizations and research citations to be used for this purpose. Staffing Committee members will be paid for all time spent in Staffing Committee meetings. The list must be developed by the Staffing Committee within sixty (60) days. Timing may be extended if agreed upon by the Staffing Committee. The Hospital and Union recognize that patients are grouped by their need for specialty nursing care. Daily staffing levels will be managed according to changes in volume and acuity.

In the event that any RN believes in his/her professional opinion he/she has been given an assignment that is unsafe, or that in his/her opinion endangers patient care, he/she shall immediately notify his/her supervisor or designee. The supervisor or designee will review the assignment at that time. If the RN disagrees with the review of assignment, he/she will work as directed and may do so under protest. A Protest Form will be provided by the Union. It will reflect the employee's name, shift, unit/department, supervisor he/she submitted the form to, the date and description of the incident and the supervisor's response. The Staffing Committee will review protest forms.

The Hospital and Union recognize that variations in census occur daily in response to the health needs of patients in our community and region. During periods of high census or volume increases, the Hospital will attempt to increase RN staffing to retain consistency with the staffing budget and plan. The following priority will be used:

1. Resource Department staff.
2. Voluntary floating consistent with Article 21.
3. Per diem staff will be asked to work additional shifts.
4. Part time staff will be asked to work additional shifts.
5. Volunteers will be asked to work overtime.

6. Temporary staff from external agencies will be recruited.

During periods of low census or volume declines, the normal workday and/or workweek may be decreased by the Hospital. The following priority will be used:

1. Staff working overtime shifts will be cancelled.
2. Volunteers will be asked to float to an area in need consistent with Article 21.
3. Volunteers will be asked to take time off. Volunteers that take time off will have the option of using CTO time, or taking time without pay. If there is more than one (1) volunteer, selection will be by seniority.
4. Extra shifts greater than committed hours will be cancelled.
5. Staff will be mandated to take time off as determined by seniority. The lowest seniority staff will be assigned to take time off first. A rotation will then be established going from lowest seniority to highest. Staff has the option of using CTO time, or taking time off without pay. Mandated time off will not affect benefit status.

#### Article 21 – Floating

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

##### A. Closed Units

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

Rehab (Rehab 1 & Rehab 2)  
Psychiatry (Smith 3 & Smith 4)  
OR and Special Procedures (FA)  
OR (MCHV)  
PACU (FA & MCHV) (Employees hired prior to the effective date of the contract will be floated according to the practice existing when the contract became effective.)  
Shepardson 3  
Baird 3 (Ortho/Women's)  
Shepardson 4 (Oncology)  
Baird 4  
SICU/PICU  
MICU  
NICU/NNTS (15 year exemption per past practice)  
Baird 5 and NNTS (per past practice, i.e. 15 year exemption)

McClure 5  
Baird 6  
McClure 6  
Pre-Op  
ED  
Ambulatory/Endoscopy/ Baird 3 Cardiovascular  
Dialysis Units (each unit closed)  
CRC  
Echo Lab  
Stress Lab  
Cath Lab  
EPS Lab  
Radiology  
IV team  
Advanced Practice (RN in their specialty)  
Wellness Resource  
Maternity/Newborn Nursery  
Labor and Delivery  
Cardiac Research

Clinics: Practices are closed between Health Care Services (HCS): Medicine, Surgery, Neurology, Women's, Pediatrics, PCIM, Family Practice, and Orthopaedic/Rehab. Where clinics involve multiple sites, movement will be as per past practice. The exemptions are Walk-In Care, Children's Specialty, Cardiac Rehab and Hematology/Oncology. These areas are exempt from sharing staff within the HCS.

Combination units will move via past practice.

#### B. Filling Staffing Needs

If patient needs require that RN/Employee(s) work on a unit other than that to which she/he is regularly scheduled, the following procedure, in the order below, shall apply.

1. The Hospital shall utilize qualified RNs from the Resource Department.
2. The most senior, qualified RN who volunteers from a unit with excess staff.
3. Qualified Agency RNs will be required to float.
4. Call and offer the work to all available and qualified RN/Employees from said unit.

An RN will not be floated to more than one unit on any given shift, except to return to their home unit.

#### C. Assignments

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

D. Resource Department

RNs from the resource department will take a full patient assignment wherever qualified and assigned.

E. Restructuring

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

Wages and Reimbursement

Article 22 - Wages

A. Pay

1. Effective the first payroll period in October 2003:
  - a. Salary ranges for bargaining unit positions will increase 2%.
  - b. A 22-step system will be implemented with 2% between each of the steps. The chart of steps will be attached to this Agreement.
  - c. Each bargaining unit employee will be placed into a step in his or her salary range which is closest to his/her current rate of pay without decreasing the current rate.
  - d. Salary ranges for bargaining unit positions will increase an additional 2%. Employees' base salaries will increase 2% with the range movement (See Appedix 4).
2. Effective the first payroll period in October 2004, salary ranges for bargaining unit positions will increase 3%. Employees base salary will increase 3% with the range movement (See Appendix 5).
3. Effective the first payroll period in October 2005, salary ranges for bargaining unit positions will increase 1%. Each bargaining unit employee will move to the next step in his/her new range (See Appendix 6).

4. Between February 1, 2005 and March 1, 2005, either party may reopen this Agreement only to renegotiate wage rate increases to be effective the first payroll period in October, 2005.

B. Lateral Job Change

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

C. Demotion

A demotion occurs when an employee voluntarily or involuntarily accepts a position in a lower salary range. To determine Hhis/her new salary, the employee will be based on the current compa-ratio placed in the new range based on the same Step he/she maintained in the higher range. into the new range. This provision does not apply to layoffs under Article 16.

Article 23 – Shift Differential

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

Shift Definitions:

1. Evenings – All worked hours between 3:00 p.m. and 11:00 p.m. if the shift includes at least four hours between 3:00 p.m. and 11:00 p.m. or the entire shift is within the designated shift time period. Employees will be paid an hourly differential of ninety-three cents (\$0.93).

2. Nights – All worked hours between 11:00 p.m. and 7:00 a.m. if the shift includes at least four hours between 11:00 p.m. and 7:00 a.m. or the entire shift is within the designated shift time period. Employees will be paid an hourly differential of one dollar and eighty-five cents (\$1.85). The appropriate night differential will continue to be paid for hours beyond 7:00 a.m.

3. Night Shift Incentive – Employees meeting the eligibility criteria will receive a quarterly bonus of six (6) percent of gross wages.

4. Weekends – All worked hours between the beginning of the night shift (11:00 p.m.) on Friday and the conclusion of the evening shift (11:00 p.m.) on Sunday will be paid an hourly differential of one dollar and forty cents (\$1.40).

5. Weekend Shift Incentive – Employees meeting the eligibility criteria will receive a quarterly bonus of five (5) percent of gross wages.

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

6. Resource Department – All bargaining unit employees within the Resource Department will be paid an hourly differential of three dollars (\$3.00) for all hours worked.

B. The differentials in this section may be changed by mutual agreement of the parties.

#### Article 24 – On-Call / Call-In

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

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

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

#### B. On-Call Stipend

1. Compensation in the form of a stipend will be paid for the entire on-call period at three dollars (\$3.00) per hour. The stipend will be paid even when an employee is called in to the work site.
2. If an employee is asked to remain at work immediately following his/her regular shift, compensation will be dictated by the applicable overtime rule and the on-call stipend will be paid.
3. Employees who fail to meet any of the requirements of

section A above will not be compensated for the assigned period of on-call and may be subject to disciplinary action.

#### C. Call-In Premium

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

1. An employee will receive call-in premium pay equal to one and one-half (1-1/2) times the employee's base hourly rate for a minimum of two (2) hours to a maximum of actual hours worked.
2. If an employee is called in prior to the start of his/her regular shift both the on-call stipend and premium pay will cease at the start of the employee's regular shift.
3. If an employee is on call for a scheduled holiday, CTO may be used for that scheduled shift. CTO hours will not be used for any hours that the employee is called in to work.
4. Employees called in are eligible for applicable differentials.

#### D. Travel Time

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

#### E. Rest Period

1. A ten (10) hour time lapse will be scheduled between shifts.
2. A less than ten (10) hour time lapse between shifts requires consent of the employee.

#### Article 25 – Holiday Pay

In the event that an hourly employee is required to work on any of the following holidays, he/she will be paid a premium rate of one and one-half (1-1/2) times his/her regular hourly rate.

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

January 1 (New Year's Day)

Memorial Day (National)  
July 4 (Independence Day)  
Labor Day  
Thanksgiving  
December 24  
December 25 (Christmas Day)

B. Departments are responsible for ensuring patient care needs are met. Thus, when possible, employee preference will be taken into account.

C. Normally, holiday premium pay will be paid for all worked hours between the night shift preceding the holiday (11:00 p.m.) through the conclusion of the evening shift (11:00 p.m.) on the holiday. New Year's Day is an exception, with premium pay being paid for all worked hours between the evening shift preceding the holiday (3:00 p.m.) through the day shift on the holiday (3:00 p.m.).

D. There will be no pyramiding of overtime pay.

#### Article 26 – Bereavement Leave

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

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

Immediate family is defined as spouse, civil union partner, parent, step-parent, children, step-children, sibling, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law and corresponding relatives of a civil union partner. Paid absence for the death of other members of the employee's household or close family members may be granted at the discretion of the manager. If additional time is needed after a death in the family, the employee can discuss the situation with his/her manager to see whether additional time off can be granted using CTO time. A death in a family can be a stressful, emotional time for the employee. Requests for Bereavement Leave under this section, including additional bereavement leave, shall not be unreasonably denied.

#### Article 27 – Jury Duty

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

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

#### Article 28 – Certification

##### A. Certification

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

##### B. Eligibility

1. Full and part time employees are eligible for certification exam fee reimbursement and cash bonus after six (6) months of employment.
2. Reimbursement is limited to four hundred dollars (\$400.00) per employee per calendar year. This amount includes certification exam costs and re-certification fees.
3. The certification must be in a current practice area and be approved by a Nurse Manager.

##### C. Procedures for Reimbursement

1. The employee must submit a copy of the certificate and documentation as to the cost of the exam or re-certification to the Director Nursing Education and Research for approval and reimbursement.
2. If all eligibility requirements are met and the employee's manager determines that the certification is appropriate, reimbursement is then processed.

#### Article 29 –Educational Reimbursement

A. Tuition Assistance: To assist employees in their efforts to increase their effectiveness in their current jobs and/or help them establish eligibility for additional responsibility for positions at Fletcher Allen by helping them to defray the costs of higher education.

##### B. Eligibility:

1. Full and part time employees are eligible for tuition reimbursement after six (6) months of service.

2. Employees are eligible to receive standard tuition reimbursement up to one thousand six hundred fifty dollars (\$1,650.00) per fiscal year upon meeting procedural criteria (see “procedures” below). Reimbursement is pro-rated based on hours worked in the previous twelve (12) months prior to the approval date.

3. Employees who have been employed for more than five (5) years are eligible for additional tuition reimbursement up to one thousand three hundred fifty dollars (\$1,350.00) per fiscal year. This additional reimbursement is pro-rated based on hours worked in the previous twelve (12) months prior to the approval date.

4. Actual hours worked in the previous twelve (12) months divided by two thousand and eighty (2,080) x one thousand six hundred fifty dollars (\$1,650.00) for standard tuition reimbursement or one thousand three hundred fifty dollars (\$1,350.00) for additional tuition reimbursement.

C. Course Criteria:

1. Course(s) only at an accredited post-secondary institution:

a. Courses that are required to attain an Associates, Bachelor’s, Master’s or Doctoral level degree in Nursing.

b. College Level Examination Program (CLEP) offering credits may be approved. Each exam may count as one course.

2. An organizationally sanctioned study program that prepares an employee for nationally recognized certification/licensure exams. The Director of Nursing Education and Research must approve the program.

3. Workshops, seminars and programs with CEU’s attached are not reimbursable under the tuition policy.

D. Application Procedures

1. A letter is required for new applications.

2. Applications are required to be submitted to Education and Organizational Development each semester\* and the employee must obtain signature approval to the Director of Nursing Education and Research prior to submitting the form.

\*Semester is defined as

Fall Semester: September - December  
Spring Semester: January - May  
Summer Semester: June - August

3. Deadlines for submission:

Fall Semester: August 30th  
Winter/Spring Semester: December 30th  
Summer Semester: May 30th

4. Notification of approval will occur within two (2) weeks of receipt of all required paperwork.

E. Course Completion/Reimbursement Procedures

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

2. A grade of “B” or better and/or “Pass” for graduate courses is required for reimbursement.

3. Reimbursement is based on the employee’s full or part time status for the majority of the semester. Reimbursement will not be made if an employee has changed to an ineligible status.

4. Reimbursement is on a fiscal year basis (October 1st – September 30th). Grades must be received in E&OD prior to September 30 in order to receive reimbursement. Requests for extension of the September 30 deadline, which are due to reasons beyond the control of the employee, will not be unreasonably denied. Tuition reimbursements will not be carried over from one fiscal year to another.

F. Compensation for Training and Education

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

G. Continuing Education

Annually the Hospital will budget one hundred dollars (\$100) and one (1) paid conference day of eight (8) hours for each full-time bargaining unit RN to cover the cost of conferences and training reasonably related to their area of practice. The budget items under this section will not be frozen and will be available during the fiscal year.

## Benefits

### Article 30 – Flexible Benefits

- A. Fletcher Allen will provide a flexible benefit plan in accordance with Section 125 of the Internal Revenue Code called the FlexCare Benefit Program. All plan provisions under the FlexCare Benefit Program are subject to change, provided that such changes are uniformly applied to all Hospital employees participating in the FlexCare Benefit Program. The Hospital will meet and confer with the Union at least sixty (60) days prior to the implementation of any changes to the FlexCare Benefit Program.
- B. Group medical, dental and vision plans are available to all full-time and part-time employees.
- C. Dependents eligible for coverage under the medical, dental and vision plans include the employee's lawful spouse, civil union partner and dependent children, including legally adopted children, stepchildren and any child placed in the employee's home for legal adoption or guardianship. Dependent children must be unmarried and:
1. Under age 19, or
  2. Under age 25 if a full-time student, or
  3. Incapable of self-sustaining employment because of a mental or physical disability that began before age 19.
- D. The Hospital and employee will contribute to the full cost of the medical coverage for the Preferred and Preferred Plus Plans according to the following schedule:

Through December 31, 2003:

#### Preferred Plan

Employment Status	Hospital Pays	Employee Pays
Full-Time (80 hours)	85%	15%
Part-Time (60 – 79 hours)	77%	23%
Part-Time (40 – 59 hours)	69%	31%

#### Preferred Plus Plan

Employment Status	Hospital Pays	Employee Pays
Full-Time (80 hours)	82%	18%
Part-Time (60 – 79 hours)	74%	26%
Part-Time (40 – 59 hours)	64%	36%

Effective January 1, 2004:

Preferred and Preferred Plus Plans

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

Effective January 1, 2005:

Preferred and Preferred Plus Plans

Employment Status	Hospital Pays	Employee Pays
Full-Time (72 - 80 hours)	80%	20%
Part-Time (60 – 71 hours)	70%	30%
Part-Time (40 – 59 hours)	50%	50%

Effective January 1, 2006:

Preferred and Preferred Plus Plans

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

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

Through December 31, 2003:

Dental Plan

Employment Status	Hospital Pays	Employee Pays
Full-Time (80 hours)	80%	20%
Part-Time (60 – 79 hours)	70%	30%
Part-Time (40 – 59 hours)	60%	40%

Effective January 1, 2004:

Dental Plan

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

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

G.

1. The Hospital provides opt-out dollars to any full-time or part-time employees who elects coverage under another employer's medical plan. Opt-out dollars are provided as follows:

Employment Status	Annual Opt-Out Dollars
Full-Time (72 - 80 hours)	\$500
Part-Time (60 – 71 hours)	\$375
Part-Time (40 – 59 hours)	\$250

2. Employees married to other Fletcher Allen employees and covered as a dependent under one of the Fletcher Allen medical plan options are not eligible for medical opt-out dollars. Employees must be covered under another employer's plan to be eligible for this benefit. Employees who do not complete an election form to waive medical coverage will not receive opt-out dollars.

H. Health Care and Dependent Care Reimbursement Accounts – All full-time and part-time employees are eligible to participate in both accounts.

I. Basic Life Insurance – All full-time and part-time employees are eligible to receive basic life insurance in the amount of two times (2x) annual base salary paid for by the Hospital. Effective January 1, 2004 no life dollars will be given to employees since the basic life options in the amount of \$10,000 and one times (1x) basic annual salary will no longer be available.

J. Optional Life and Long Term Care Coverages – All full-time and part-time employees have the option to purchase additional coverages at their own expense:

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

K. Short Term Disability Benefits – All full-time and part-time employees are eligible for Short Term Disability (STD) benefits paid for by the Hospital.

L. Long Term Disability Benefits – All full-time and part-time employees receive a basic long term disability benefit equal to 60% of pay paid for by the Hospital. Employees may elect to purchase additional LTD coverage at their own expense.

M. Service Credits – The Hospital provides service credits as part of the FlexCare Benefit Program to full-time and part-time employees, with ten or more years of service.

The amount of service credits will vary depending on an employee's length of service as of each year, as follows:

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

N. Flex Time Off (FTO) – Full-time employees receive additional paid time off called Flex Time Off (FTO) through the FlexCare Benefit Program.

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

#### Article 31 – Retirement

A. Fletcher Allen will continue to maintain the pension plan in effect and 403(b) retirement plan during the terms of this Agreement, so long as none of the provisions in these plans violate applicable laws or regulations. In the event that any benefit provided under these programs violates applicable law or regulations, the Hospital will meet and confer with the Union at least sixty (60) days prior to changing the benefit.

B. Pension Plan – to be eligible for a retirement benefit from the Fletcher Allen Health Care Pension Plan, an employee must have been eligible to receive either an accruing or frozen monthly benefit payment from the former Medical Center Hospital of Vermont (MCHV). This defined benefit plan is currently “frozen” which means that new participants are not permitted to enroll.

#### C. 403(b) Retirement Plan

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

2. All full-time and part-time employees are eligible to receive basic and matching contributions from the Hospital.

#### Article 32 – Combined Time Off

A. The Combined Time Off (CTO) program provides hospital employees with paid time off consistent with their position and length of service and encourages flexibility in

usage of paid time off through scheduled and unscheduled absences, as well as a cash-in provision.

All full-time, part-time and regularly scheduled special employees are eligible to accrue CTO hours.

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

#### Annual CTO Accrual

Years of Service Worked	Accrual Per Hourly Positions	Years of Service Worked	Accrual Per Exempt Positions
0 – 5	0.099726	0 – 5	0.118904
5+ – 10	0.118904	Greater than 5	0.138084
Greater than 10	0.138084		

#### B. Use of Combined Time Off (CTO)

1. Paid Time Off for hourly employees: CTO will be used for scheduled absences including holidays, planned personal days and all unscheduled absences. CTO must be used to supplement an employee's worked hours so that the total paid hours in any pay period are equal to his/her authorized hours, except in cases required by law. CTO hours may not be used to cover cancelled extra shifts.
2. Paid Time Off for Exempts: CTO will be used for all scheduled and unscheduled absences, in increments of full days. CTO must be used to supplement an employee's worked days so that the paid days in any pay period are equal to authorized hours, except in cases permitted by law. Notwithstanding the above, exempt employees shall be paid their guaranteed weekly salary except where otherwise permitted by law.
3. Holidays: CTO will be used when an employee's regularly scheduled workday falls on a Fletcher Allen designated holiday. CTO is not used when an employee is not regularly scheduled to work the holiday.
4. New Employees: Eligible employees will accrue CTO hours from the date of hire.
5. Upon termination an employee will be paid for all CTO remaining in his/her CTO bank at one hundred percent (100%) of its value. The value is calculated using the employee's base rate.

#### C. CTO Cash-In

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

1. To elect CTO cash-in for the following calendar year the employee must submit an Annual Election Form by the published date.
2. In a calendar year, the employee may cash in no more than his/her biweekly authorized hours, (as indicated in the HR database on January 1).
3. The election is binding for the full calendar year and cannot be changed. The elected CTO hours will be deducted from the employee's accrued CTO bank January 1st, regardless of when the actual cash-in occurs. Any hours to be cashed in must be available on January 1.
4. In order to take advantage of this Cash-In feature, the employee must have a minimum of forty (40) hours of accrued CTO remaining in his/her bank after the elected and approved CTO hours have been deducted. In determining if the forty (40) hours minimum will be remaining in the employee's bank, the employee must take into account

any CTO sold through the FlexCare Benefit Program and any CTO hours taken during the holiday time at the end of each year.

5. The value of the employee's CTO hours will be set as of January 1st, regardless of when the actual cash in occurs.
6. Once the Annual Election Form is on file, the employee may choose to cash in eligible CTO hours once per quarter, up to a total of the approved CTO cash-in election, by submitting a Payment Request Form according to the annual published schedule.
7. If an employee fails to cash in elected and approved hours by the end of the calendar year, a payment will automatically be generated during the last pay period of the calendar year for the remaining balance.
8. If the employee terminates employment prior to receiving all the approved elected cash-in hours, the hours will be paid out in conjunction with the final paycheck.

#### Article 33 – Extended Sick Bank

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

1. When an illness extends longer than three (3) consecutive days, ESB hours can be used instead of CTO hours.
2. After five (5) scattered CTO days have been used for illness in one rolling year, ESB hours may be used.
3. To supplement time not covered by short-term disability (STD) or to supplement reduced wages while on STD to bring total pay to authorized hours.
4. Employees in a benefits eligible status who change to a non-benefits eligible status will retain their ESB hours while in this ineligible status. However, these hours may only be used after the employee has returned to a benefits eligible status.
5. At termination there is no pay out for remaining hours. ESB hours are not reinstated even if rehire occurs within the year.

#### Leaves of Absence

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

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

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

C. Use. Leave will be granted for the following purposes:

1. The employee's own serious illness or injury as defined by State and federal leave laws.

2. A serious illness of the employee's child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the employee.

3. The birth, adoption or foster placement of a child.

D. Notification Process.

1. If the need for family/medical leave is foreseeable, the employee must give reasonable prior written notice (generally thirty (30) days). If the leave was foreseeable and the employee fails to provide appropriate notice, commencement of the leave may be delayed.

2. If the need for leave, including intermittent leave, is not foreseeable, the employee must formally request protection under family/medical leave within ten (10) business days of when the leave, including intermittent leave, becomes known to the employee. Otherwise, the employee will not be considered to have complied with the notice requirement.

3. The employee should make any requests for a change or extension to the dates of leave within ten (10) business days of when the extension or change becomes known to the employee. If the employee fails to provide appropriate notice, the change or extension of the leave dates may be delayed.

E. Medical Certification. If the employee is requesting leave because of her/his own serious health condition, the employee must supply the appropriate medical certification as requested. Medical certification will be required if an employee is requesting leave due to a covered relation's serious health condition. When the employee requests leave, the employee will be notified of the requirement for medical certification and when it is due (within fifteen (15) days after the employee requests the leave). Failure to provide requested medical certification in a timely manner may result in denial of leave until it is

provided. The Hospital, at its expense, may require an examination by a second health care provider designated by the Hospital. If the second health care provider's opinion conflicts with the original medical certification, the Hospital, at its expense, may require a third mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. Periodic reports and/or recertification of the employee's status and intent to return to work may be required during the leave period at least every thirty (30) days. Failure to provide requested recertification within fifteen (15) days, if such is practicable, may result in delay or denial of additional leave.

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

G. Intermittent and Reduced Schedule Leave. Leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule during family/medical leave for an employee's own serious illness or for a seriously ill member of the employee's immediate family if medically necessary. Intermittent leave is not available during family leave for the birth, adoption or foster placement of a child, unless the mother has a serious health condition in conjunction with the birth of a child or the child has a serious health condition. However, a reduced leave schedule may be taken under these circumstances, with the manager's approval. A reduced leave schedule occurs when the number of hours or days an employee works is reduced on a daily or weekly basis; e.g., an employee reduces schedule from full-time to part-time. A reduced leave schedule must be coordinated and approved in advance by the employee's manager. The employee will be paid based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced schedule leave, the employee may be temporarily transferred to an available alternative position which better accommodates the employee's recurring leave and which has equivalent pay and benefits.

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

I. Benefits. Refer to chart in Appendix 2. During an approved family/medical leave, the Hospital will continue paying its portion of the benefit cost for employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The employee must continue to pay his or her portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed.

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

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

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

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

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

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

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

C. Reason. Leave will be granted for the following purposes:

1. The employee's own serious illness or injury as defined by State and federal leave laws.

2. A serious illness of the employee's child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the employee.

3. The birth, adoption or foster placement of a child.

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

E. Medical Certification. Medical certification utilized to approve the family/medical leave under Article 34, in most circumstances, will be sufficient for review and approval of supplemental family/medical leave requests. Periodic reports of the employee's status and intent to return to work may be required during the supplemental leave period. Failure to provide requested recertification within fifteen (15) days, if such is practicable, may result in delay or denial of further leave until it is provided.

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

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

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

I. Benefit. Refer to chart in Appendix 3.

During an approved supplemental family/medical leave, the Hospital will continue paying its portion of the benefit cost for employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The employee must continue to pay his or her portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit

levels will continue while on approved supplemental family/medical leave. If an employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the supplemental family/medical leave.

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

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

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

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

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

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

C. Use. Leave may be provided for the following purposes:

1. To participate in preschool or school activities directly related to the academic advancement of the employee's child, step-child, foster child or ward who lives with the employee, such as a parent-teacher conference.
2. To attend or accompany the employee's child, step-child, foster child or the employee's parent, spouse or civil union partner, or parent of the employee's spouse or civil union partner or ward who lives with the employee ("immediate family") to routine medical or dental appointments.

3. To accompany the employee's parent, spouse or civil union partner, or parent of the employee's spouse or civil union partner to other appointments for professional services to their care and well-being.

4. To respond to a medical emergency involving the employee's immediate family.

D. Notification Process. If the need for Short Term Family Leave is foreseeable, the employee must give reasonable prior written notice (generally seven (7) days).

Employees may give less than seven (7) days notice only in the case of an emergency. It is

considered an emergency if waiting seven (7) days could have a significant adverse impact on the employee's family member. Employees are required to take at least two (2) hours of leave at any one time. The employee should first inform her/his manager regarding the Short Term Family Leave request, if possible.

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

#### Article 37 – Military Leave

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

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

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

D. Benefits. – Refer to chart in Appendix 3.

1. For the first thirty (30) days of military leave, the Hospital will continue paying its portion of the benefit cost for employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The employee must continue to pay his or her portion of the applicable benefit cost during the leave as

instructed by the Hospital. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed.

2. On the thirty-first (31st) day of military leave, Hospital sponsored life insurance and short and long-term disability programs cease. If the employee wishes to retain coverage, he or she can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of military leave, the employee can maintain medical, dental, vision and healthcare reimbursement account through COBRA as instructed by the Hospital. The employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the employee's payment for the benefit cost is not received as instructed.

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

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

F. Pay Increases. Upon an employee's return from military leave, the employee will receive any general pay increases that may have been implemented while on leave.

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

#### Article 38 – Short Term Leaves of Absence

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

1. Volunteering: An employee may request a leave of absence, up to ten (10) consecutive days per calendar year, to volunteer in support of any charitable organization as defined in Section 501(c)(3) of the IRS Code. To be eligible for this program, time must be taken in full day increments. Employees may choose to use CTO or be unpaid.

2. Election to the State Legislature: Any employee who, in order to serve as a member of the Vermont General Assembly, must leave a full-time or part-time position will be granted an unpaid leave of absence to perform any official duty in connection with her/his elected office. To be eligible for re-employment, the employee must return to work immediately following the completion of his/her legislative session.

An employee who is elected to the General Assembly must notify Human Resources and her/his manager in writing within ten (10) days of winning the election.

3. Educational Leave of Absence: An unpaid leave of absence for educational opportunities that promote an employee's growth and development at Fletcher Allen Health Care may be granted for up to twenty-four (24) months at accredited educational institutions. Prior to the leave of absence and at the start of each academic semester of the leave, the employee must provide proof of enrollment.

4. Health Service: Underdeveloped Areas or Disadvantaged People: An unpaid leave of absence for up to twelve (12) months may be granted to participate in health services for the benefit of underdeveloped areas or disadvantaged people. Only one leave of up to twelve (12) months is permitted every three (3) years.

5. Professional Work Experience/Expertise: An unpaid leave of absence of up to twelve (12) months may be granted to an employee with five (5) or more years of consecutive full-time or part-time service, upon proof of employment in a health care related position to gain additional professional expertise. Only one (1) leave of up to twelve (12) months is permitted every five (5) years.

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

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

C. Benefit Provisions – Refer to chart in Appendix 3.

1. For the first thirty (30) days of an approved leave of absence, the Hospital will continue paying its portion of

the benefit cost for employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The employee must continue to pay his or her portion of the applicable benefit cost during the leave as instructed by the Hospital. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed.

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

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

D. Employment Status – Refer to chart in Appendix 3.

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

## Discipline and Discharge

### Article 39 – Discipline & Discharge

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

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

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

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

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

## Grievance and Arbitration

### Article 40 – Grievance and Arbitration

#### A. Scope and Process

1. Any disagreement or dispute between the Union and the Hospital involving the application or interpretation of this Agreement shall be defined as a grievance and processed according to the procedures contained in this Article.

2. It is the intention of the parties to attempt to resolve grievances at the lowest level. Issues should be presented as quickly as possible in order to try to resolve the problem. When an issue remains unresolved after verbal discussions (Step 1), it is reduced to writing.

3. The Union and the Hospital agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of the Hospital.

4. Grievance meetings or other conferences to discuss settling disputes which require the attendance of employees shall be scheduled immediately before, during or after the employees' scheduled shift.

#### B. Time Limits

1. The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing.

2. Failure of the grievant to abide by the time limitations of this Article shall preclude any subsequent filing or processing of the grievance. Failure of the party

against which the grievance was filed to meet one deadline under this Article shall be considered a denial of the grievance that permits the grievant to appeal to the next step as appropriate. Failure of the party against which the grievance was filed to meet a second deadline shall be deemed granting of the grievance.

#### C. Format

All grievances that are reduced to writing shall contain:

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

#### D. Steps

##### Step 1

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

##### Step 2

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

##### Step 3

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

response from Step 2.

#### Step 4

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

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

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

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

All fees and expenses of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of preparation and presentation of its own case, including attorneys' fees.

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

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

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

#### No Strike / No Lockout

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

- A. There shall be no strikes or lockouts during the term of this Agreement.
- B. The Union will not call or sanction any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work or engage in any picketing at any facility where FAHC employees work during the period of this Agreement. The Hospital agrees that there will not be a lockout of employees during the period of this Agreement.
- C. Should a strike, sympathy strike, slowdown, or other concerted stoppage of work occur, whether or not called or sanctioned directly or indirectly by the Union, the Union, acting through all of its officials, within twenty-four (24) hours of a request by the Hospital shall:

1. publicly disavow such action by the employees;
2. advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union; and
3. post notices on Union bulletin boards that the Union disapproves such action and instructs employees to return to work immediately.

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

#### Miscellaneous

#### Article 42 – Personnel Files

Before placing any documentation into a RN/Employee's personnel file, the RN/Employee shall be informed of or given a copy of the documentation.

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

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

#### Article 43 – Health and Safety

A. The Hospital and the Union recognize that employees may be exposed to workplace situations that pose risks to health. Consistent with requirements of state and federal law, the Hospital agrees to protect the health of the employees and provide a safe work environment. To that end, the Hospital agrees to provide:

1. a program of infectious and communicable disease control as required by state and federal law;

2. physical examination health tests and immunizations as required by the Hospital, state and federal law at no cost to the employee;
  3. material data safety sheets as required by state or federal law;
  4. needle protection systems as required by state or federal law; and
  5. all safety equipment as required by the Hospital, state and federal law.
- B. Only nurses trained to work with hazardous materials shall do so. The Hospital shall pay for the cost of appropriate training.
- C. Employees may raise safety complaints/concerns at any time without fear of reprisal for making the safety complaint/concern.
- D. Employees and the Hospital will be required to follow all written Hospital policies and procedures affecting health and safety.

#### Article 44 – Planning for the Future

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

The Hospital agrees to act lawfully under the obligations prescribed under the WARN Act.

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

#### Article 45 – Parking

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

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

Escort will be provided upon employee request. The parking lot will be physically lit and well maintained, including snow and ice removal.

All RN/ bargaining unit employees working evening, night, and

weekends will be guaranteed free on-site parking.

RN/ bargaining unit employees that are on-call will be guaranteed emergency access parking.

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

#### Article 46 – Professional Practice Committee

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

#### Labor-Management Committee

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

The committee shall meet every other month, unless otherwise agreed, at a standing time that it selects in consideration of the Hospital and medical staff calendars to avoid scheduling conflicts.

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

Items for the agenda for each meeting shall be prepared in advance and sent to the Chief Nursing Officer at least seven (7) days before the meeting.

Union and management teams shall each designate one chairperson. The minutes will be jointly approved and forwarded within seven (7) days of directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

In the event that any article or section of this Collective Bargaining Agreement is held invalid or the enforcement of or compliance with any article or section of the Agreement has been restrained under the above paragraph, upon mutual agreement of the parties to this Collective Bargaining Agreement, the parties shall enter into collective bargaining

negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### Article 50 – Duration of Contract

This agreement shall become effective on the tenth day of July, 2003 and shall terminate at midnight on July 9, 2006.

#### Appendices

##### Appendix 1 – Nursing Divisions

Acute Ambulatory Critical Care  
Rehab Wellness Resource OR (MCHV)  
(Rehab 1 & Rehab 2)  
Psychiatry Health Care OR & Special  
(Smith 3 & Smith 4) Services Clinics Procedures (FA)  
Shepardson 3 CRC PACU (FA & MCHV)  
Baird 3 (Ortho) Cardiac Research SICU/PICU  
Shepardson 4 Ambulatory/Endoscopy/ MICU  
(Oncology) Baird 3 Cardiology  
Baird 4 NICU  
Baird 5 Emergency Dept.  
McClure 5 Cath Lab  
Baird 6 EPS Lab  
McClure 6  
Dialysis  
Echo Lab  
Stress Lab  
Radiology  
IV Team  
Advance Practice  
Maternity  
Labor & Delivery  
Resource Department  
Pre-Op

#### Side Letter

##### Staffing Arbitration

The parties acknowledge that the disputes under Article 20 Staffing may be processed to arbitration under Article 40 Grievance and Arbitration.

Side Letter  
Staffing

The parties agree as follows:

Upon the effective date of this Agreement, staffing budgets and plans will initially use the staffing ratios consistent with those developed in California as follows:

Unit	Ratio
Critical Care	1:2
Operating Room	1:1 (with one additional person)
Labor and Delivery	1:2
Postpartum	1:3 (mother/baby couplets)
Pediatrics	1:4
PACU	1:2
ED	1:4
ED –Critical Care	1:2
ED – Trauma	1:1
Step Down Unit	1:4
Telemetry	1:5
Med/Surg	1:5
Psych	1:5

The Staffing Committee will develop additional ratios and/or modify the ratios described in this letter as provided for in Article 20 of the collective bargaining agreement. Until additional ratios are developed, staffing will continue according to past practice.  
Execution of Contract

Signed by Employer and Union July 10, 2003.

The parties acknowledge that the disputes under Article 20 Staffing may be processed to arbitration under Article 40 Grievance and Arbitration.