



**AGREEMENT**  
**Between**  
**SPRINGFIELD HOSPITAL**  
**And**  
**SPRINGFIELD HOSPITAL UNITED**  
**NURSES AND ALLIED**  
**PROFESSIONALS**  
**LOCAL 5122**

**November 2, 2022, through September 30, 2025**



**Springfield Hospital**

*Where People Come First*

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## **PREAMBLE**

This Agreement is made and entered into by and between Springfield Hospital, hereinafter referred to as the "Hospital" and Springfield United Nurses and Allied Professionals, Local 5122, hereinafter referred to as the "Union." 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 and assure maximum professional service of the highest quality and efficiency to the Hospital's patients.

## **ARTICLE 1: RECOGNITION**

The Hospital recognizes the Union as the exclusive representative for collective bargaining purposes all Full and Part-time and Per Diem staff Registered Nurses employed by the Springfield Hospital located in Springfield, VT, and the Windham Center for Psychiatric Care located in Bellows Falls, VT. Excluded: Office Clerical employees, Non-professional employees, Educators, Case Managers, Infection Control, Clinical Applications Specialist, and Quality/Risk, Guards, and Supervisors as defined in the National Labor Relations Act.

## **ARTICLE 2: SCOPE OF AGREEMENT**

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

### **Notice of Intent to change ownership, merger, transfer, or Affiliate**

If the Hospital engages in actions to sell, merge, transfer and/or affiliate with a different Hospital System or organization, the Union will be notified in accordance with any State and/or Federal notification requirement.

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

### **ARTICLE 3: NON-DISCRIMINATION**

The Hospital and the Union agree that there will be no discrimination in violation of any law/Hospital policy on the basis of an employee's race, color, sex, age, religion, national origin, handicap or disability, sexual orientation, gender identity, military service, or Union activity.

All references to gender contained in this Agreement shall be construed as being equally applicable, without reservation, to both male and female employees.

The Hospital and the Union agree that no employee shall be subjected to sexual harassment other unlawful harassment in violation of applicable law/Hospital policy. If a bargaining unit employee believes s/he has been the target of any form of unlawful harassment or if s/he observes any form of unlawful harassment s/he will report such information to a supervisor or human resources immediately for investigation and response.

The Hospital supports diversity, equity and inclusion efforts and agrees to review this topic regularly. The parties agree to work collaboratively to develop policies and trainings for employees to create a fair and non-discriminatory workplace.

### **ARTICLE 4: MANAGEMENT RIGHTS**

Except as limited by express provisions of this Agreement, the Union and the Hospital agree that all rights, powers, or responsibilities of the Hospital existing before the execution of the Agreement are retained by the Hospital and that these rights, powers and responsibilities shall belong solely and exclusively to the Hospital during the term of this Agreement including, but not limited to, the right to manage the Hospital '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 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 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. None of the exercise of these rights shall be done in an arbitrary or capricious manner.

Nothing in the Agreement shall be construed to restrict Management's rights to utilize supervisors and other managers in the performance of work normally performed by members of the Bargaining Unit.

## **ARTICLE 5: UNION SECURITY**

### **Union Membership**

All present employees in the Bargaining Unit shall, as a condition of employment, remain members of the Union to the extent of paying the normal periodic dues or agency fees uniformly required as a condition of Union membership.

All new employees hired into the Bargaining Unit shall, as a condition of employment, within thirty-one (31) days after the date of hire become members of the Union to the extent of paying the normal periodic dues or agency fees uniformly required as, a condition of Union membership.

### **Checkoff**

Upon receipt of a signed authorization by the employee involved, which authorization may be revoked by the employee with sixty (60) days written notice, the Hospital shall deduct from the employee's pay the dues or agency fees payable by him or her to the Union during the period provided for in the authorization. The amount due from each employee will be certified by the Treasurer of the Union and the authorization, shall be in a form reviewed by the Hospital. Deductions shall be made based on the employee's pay cycle and in a manner convenient for the Hospital's payroll department but shall be remitted to the Treasurer of the Union at the address specified by the Union in writing no later than the fifteenth (15th) day of the month following the deductions. The Hospital will furnish the Treasurer of the Union with a record of those for whom deductions have been made and the amounts of the deduction. The Hospital shall not be required to make deductions with respect to an employee for a payroll period in which the employee is on an unpaid Leave of Absence or layoff or for which the employee shall not have received net wages at least equal to the amount of the deduction. The Hospital shall cease making deductions upon the termination of the employee's employment or transfer to another position not covered by this Agreement or upon revocation by the employee of the authorization.

### **Indemnification**

The Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union shall indemnify and save the Hospital harmless against any and all claims, demands, suits and other forms of liability or potential liability that arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with section II or with section I.

### **Information**

The Hospital agrees to provide the Union on a biweekly basis with the name, address, phone number, unit, shift, rate of pay, step placement, and FTE of newly hired staff registered nurses.



## **ARTICLE 7: ORIENTATION/PROBATIONARY EMPLOYEES**

### **Orientation**

A specific plan of orientation will be provided for each new and rehired employee according to his/her need and the need of the department. Such orientation shall be coordinated and planned by the Hospital during which time the newly employed Staff Registered Nurse shall have a competency assessment. Based on the results of that assessment, an individualized orientation shall be planned to include an introduction to Hospital procedures and policies, and any other appropriate programs to fulfill the requirements of the position.

Any changes to the orientation program will be discussed with the Labor Management Committee prior to implementation.

All Hospital orientation and in-services shall be considered paid time. During the initial Orientation, thirty (30) minutes of paid time for the purpose of orientation to the Union will be made available. The Union's secretary will be notified at the time of hire when a nurse is scheduled for orientation.

The Hospital will provide additional training and orientation to employees when the Hospital determines such additional training and orientation necessary due to the introduction of new procedures and/or equipment.

### **Probationary Period**

The probationary period for all newly hired or rehired nurses shall be three (3) months within which time they may be laid-off, disciplined or terminated by the Hospital without recourse by them or the Union under this Agreement. The probationary period may be extended at the discretion of the Hospital for a period of time not to exceed ninety (90) days.

All newly hired registered nurses shall receive a copy of the job description for the employee's position as well as notice of the Unit within the Department of Nursing to which the employee is initially assigned, and the hours, shift(s) and FTE status to which the employee is initially assigned.

## **ARTICLE 8: SENIORITY**

### **Seniority Computation**

#### **DEFINITIONS:**

**Seniority:** Seniority for purposes set forth in this Agreement seniority shall be defined as the length of time an employee has worked continuously for the Employer.

### **Employee Addresses**

It is the employee's responsibility to keep the Hospital notified of their correct address and telephone number, and no liability shall fall on the Hospital if it relies on the last known address on file with the Hospital.

### **Seniority List**

The Seniority list will be posted effective with the pay period ending closest to December 31 and June 30 of each year, unless, due to a reduction in the work force, a list is otherwise required.

The posted list will conclusively establish a nurse's seniority unless the nurse protests it in writing within thirty (30) days after posting.

### **Loss of Seniority**

An employee shall lose all seniority if:

- A. Employee voluntarily quits or retires and is not rehired within one (1) year;
- B. Employee is discharged and not reinstated;
- C. Employee is laid-off or off the active payroll for any reason for eighteen (18) months or the length of Seniority, whichever is shorter;
- D. Employee is absent beyond the agreed period of Leave of Absence without prior written approval from the Hospital;
- E. Employee is laid-off and fails to report for work within five (5) working days after receipt of a notification to report to work, or ten (10) working days after receipt of a notification to report to work if the recalled employee must provide a fourteen (14) calendar day notice to another employer;
- F. Employee is laid-off and cannot be notified at the home address and/or email address on file with the Hospital at the time Employee is subject to recall;
- G. The employee gives a false reason for a Leave of Absence;
- H. The employee engages in other employment which is in conflict with the state purpose of a medical leave of Absence



## **ARTICLE 9: HOURS OF WORK**

### **Meal and Rest Periods**

1. For each shift that a registered nurse works for six (6) hours or more the nurse shall receive an unpaid, duty-free thirty (30) minute meal period, as defined by state and federal law. The meal period shall be scheduled on a collaborative basis, first considering nursing department patient care needs and then individual preferences. If the Supervisor determines that patient care needs/requirements dictate the nurse remain in the patient care area without benefit of a meal period, and so instructs the nurse, the nurse will be paid for their meal period. If a nurse performs work during their meal period, they will report it to their Supervisor.

2. A nurse who works four (4) consecutive hours during a workday shall receive a paid fifteen (15) minute rest period. Rest periods are considered worked time and are scheduled on a collaborative basis, first considering nursing department patient care needs and then individual preferences. The Hospital and the Union recognize that there may be occasions when the ability to schedule a rest period is prevented due to departmental patient care responsibilities. Employees may not leave the premises during the rest period. Rest periods cannot be accumulated.

### **3. Changes in Regular Work Schedules**

During the life of this Agreement, the Union recognizes that it may be necessary for the Hospital to change permanently the assignment to nursing units or shifts and/or hours of shifts defined earlier in this article. No such changes will be made without the opportunity for discussions with the Union, provided the Union responds in a timely manner and does not seek to delay the discussions. Absent an emergency, any employee affected by such changes will receive at least thirty (30) days' notice thereof. In the event that a change affects less than all of the employees in a particular nursing unit, seniority will apply in selecting those employees who will be affected by the change provided they are competent, as defined in Article 15: Reduction in Work Force.

### **Low Census – Cancellation – Floating**

A department or unit may flex down for low census as follows:

1. Cancellation (calling off) of employees going into overtime within the workweek unless there was a need in a different department or unit where the employee is qualified.

2. Reassignment of regular staff to another area or department (floating) within their competency on their regular worked shift. If qualified, the employee will take on a patient assignment. If not qualified, the employee will work as a pair of helping hands. Subject to skill mix requirements, the order of reassignment will be as follows: (i) volunteers, (ii) all other employees by reverse seniority, on a rotating basis.

3. Work in another area or department for cross-training.
4. Perform education or competencies.
5. Solicitation of staff to volunteer for time off, either as paid benefit time (holiday, vacation) or unpaid leave, whichever the employee chooses.
6. Cancellation of the shift. Subject to skill mix requirements, the order of cancellation will be as follows: (i) per diems and temporary, by reverse order of seniority, on a rotating basis; (ii) all other staff, by reverse order of seniority, on a rotating basis.

The Hospital will make efforts to cancel the employee's shift two hours prior to the start of the shift/scheduled workday when possible. Staff members who are cancelled for the shift/scheduled workday are not obligated to be available during that shift in the event of a change in census unless placed "on call". Employees who are not notified of a shift cancellation before arriving to work will be allowed to work a minimum of two hours.

Employees (excluding perioperative services staff) who are placed "on call" for a regularly scheduled shift due to not being immediately needed will remain on call as follows: :

4-hour shift	1 hour prior to shift and 2 hour into shift
8-hour shift	1 hour prior to shift and 5 hours into shift
12-hour shift	1 hour prior to shift and 9 hours into shift

Employees who are placed "on call" because they are not immediately needed must be available by phone.

**Change of employee's shift to on-call**

In the event an employee's shift is changed, so that the employee must be on-call rather than work a scheduled shift, the employee must be able to report to the hospital within 60 minutes and must be always reachable by telephone. Individuals whose shifts are changed to on-call shifts shall receive compensation for the hours on call at the current call rate for the Hospital. If an employee is called into work during what would have been their scheduled shift, the rate of pay will be the same rate as if they had not been placed on call. Call back rates do not apply in such situations. Call pay is paid for hours on call and ceases when the employee is at the hospital working. If an employee is not called into work, they may choose to take earned time off for the hours/shift they are placed on call. If an employee chooses to use paid time off (PTO), they must notify their department manager.

**Pay Day**

The Hospital will not change the current pay day and/or pay period in effect at the time of this Agreement without notification to the Union.

## **Position Control**

Any request by a Staff Registered Nurse to decrease their regularly scheduled hours (FTE status) will be granted subject to the discretion of the Hospital. The decrease in hours and change in benefits shall be effective no later than two (2) months from the date of the written agreement to do so. Employees granted a decrease in FTE status will be required to work their regularly scheduled shifts until a suitable replacement can be found or when a maximum of sixty (60) days have passed, whichever occurs sooner.

## **ARTICLE 10: PERFORMANCE EVALUATIONS**

The Hospital shall continue its policy of annual written performance evaluations. Employees shall be required to complete a timely self-assessment as part of the process. The employee shall meet with the evaluating Supervisor(s) to discuss the evaluation which shall be signed by the employee and the evaluating Supervisor(s). At the time of the performance evaluation, a place will be provided on the evaluation form on which the employee may make written comments regarding the evaluation. Upon request, the employee may take up to one (1) week to complete comments. A copy of the evaluation shall be provided to the employee.

## **ARTICLE 11: VACANCIES**

### **Posting**

Vacancies for all Bargaining Unit positions and hours which the Hospital determines to fill, will be posted for a minimum period of five (5) calendar days. The Hospital may decide to fill such positions and hours immediately pending final selection of an applicant. The posting shall set forth required qualifications, the nursing unit and (except for per diem positions) the shifts and hours of work. Job descriptions will be available in the Human Resources Department.

An RN's FTE may be distributed across no more than two (2) units. If a position is distributed across two (2) units, weekend and holiday coverage responsibilities will be designated in the posting.

### **Application and Interview**

Any nurse interested in applying for a posted position must apply online and, if needed, submit an appropriate form to Human Resources prior to the close of the posting period. After screening by the Human Resources Department, Registered Nurses who do not meet the posted qualifications, as specified on the job posting list, will be notified. All Registered Nurses who meet the posted qualifications will be interviewed. Bargaining unit employees shall not be eligible to apply for another position unless they have held the current position for at least six months, unless waived by the CNO. Probationary nurse(s) may apply for a posted position within the same unit(s) in which the RN holds their FTE.

**Selection**

Hospital Shift and FTE Changes. Subject to skill mix requirements, bargaining unit employees who apply for a different shift or apply to increase their FTE in the same unit in the Hospital shall be awarded such shift based on Seniority.

The Hospital shall fill all other vacancies by hiring the most qualified applicant for the job, taking into account all applicable considerations. Where skill, training, ability, prior performance, and experience are relatively equal, the bargaining unit employee with the greatest seniority shall be selected.

Successful internal candidates will assume their new position as soon as departmental staffing needs allow. The nurse will assume the new position as expeditiously as possible. It is expected that this will occur within six (6) weeks, but in no event shall the change be made if it jeopardizes patient care or would diminish the Hospital’s ability to provide a full range of nursing services. An employee retains the right to return to their former position provided that they do so within fourteen (14) calendar days of the first day of work in their new position and the former position remains vacant.

An employee not selected to fill a vacancy for which they applied shall, upon request, be given the reason(s). So long as the Hospital complied with the procedural requirements of the Article in filling the position and so long as the Employer’s determination of qualifications and the equality thereof is not made for arbitrary or capricious reasons, it shall not be subject to the grievance and arbitration provisions of this Agreement.

**Temporary Bargaining Unit Vacancies**

All temporary vacancies and positions shall be identified as such at the time they are posted. Temporary positions shall be posted and filled for a period not to exceed one hundred eighty (180) calendar days.

**ARTICLE 12: HOLIDAYS**

During the term of this agreement, the following shall be observed as holidays:

July 4	New Year’s Day
Christmas Day	Labor Day
Thanksgiving Day	Memorial Day

All holidays shall be from midnight the day of the holiday observed until 7:00 am the day after. Staff Registered Nurses who work on a designated holiday will be paid the appropriate holiday differential.

The Hospital reserves the right to require an employee to work on a holiday, if necessary, to meet scheduling requirements and to ensure patient care is efficient and provides uninterrupted care. Scheduling of holiday shifts shall be assigned on a rotating basis (unless an employee wishes to work the holiday and exchange shifts with another employee). Rotation is not guaranteed and depends upon the needs of the department.

Staff Registered Nurses will be allowed to switch holidays or find their own replacements from other employees, including per diems who volunteer to work holidays, provided that the replacement is qualified to do the work as determined by the Hospital.

Some departments may close in observation of certain holidays. If a department is closed, bargaining unit employees must use PTO for that day.

### **ARTICLE 13: CORRECTIVE ACTION**

The employer agrees to implement progressive discipline with respect to disciplinary action when appropriate. Normally the steps shall proceed from verbal warning to written warning to suspension (or final written warning) to discharge. Employees who have successfully completed the probationary period shall be considered permanent employees and shall not be disciplined, suspended, discharged or terminated except for just cause. In appropriate circumstances such as, but not limited to, a HIPAA violation involving disclosure to third parties, violent physical conduct, unlawful harassment, being impaired or under the influence of alcohol or controlled substances while at work, suspension or discharge may be imposed in the first instance.

The parties recognize the RN's right to request Union representation during an investigatory interview according to Weingarten standards developed by the National Labor Relations Board. 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 the employee may have a union steward 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 the personal file.

In the event that no Union Steward is available, the Hospital may impose discipline but must meet with the bargaining unit employee and a Union Steward as soon as practicable. Meetings shall be conducted in the spirit of mutual respect. A courtesy copy of any discipline issued shall be provided to the President of the Union.

In the event a nurse is discharged, the employee shall receive written notification.

## **ARTICLE 14: EMPLOYEE FILES**

The Employer shall maintain one official employee file for each employee. With five (5) days prior written notice RNs shall be entitled to inspect their employee file during normal business hours and in the presence of a member of the Human Resources Department.

All material placed in an employee's file shall be deemed to be confidential and no such material shall be released to unauthorized individuals without prior written authorization of the employee to whom the material pertains. The Union, acting in the capacity as bargaining representative, shall have access to the employees' files, upon request.

There shall be no performance evaluations or formal disciplinary documents placed in the file without sharing such documents with the employee.

For purposes of corrective action, after two (2) years, disciplinary documents shall not be admissible to establish an element of progressive discipline, provided that there has been no other documented discipline since then. Exceptions to this include any form of unlawful harassment, substance abuse, confidentiality (including HIPAA), medication or drug diversion, violence or threats of violence, patient abuse or mistreatment, and billing compliance violations, which will remain in effect for as long as the employee is employed.

## **ARTICLE 15: REDUCTION IN WORK FORCE OR FURLOUGH**

### **Layoffs**

For purposes of this article, a layoff is a full separation of employment; and a furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their prior level of health care benefits, employment status and seniority, together with a return to work date. The Hospital will give the Union 14 calendar days' notice prior to implementing a layoff or a furlough. In case of an unforeseen emergency or disaster circumstance, the Hospital will give the Union 7 calendar days' notice prior to implementing a layoff or a furlough. This notice shall specify the positions affected and whether it is a layoff or a furlough. The Hospital will also update the seniority list at such time. At the request of the Union, the Hospital shall discuss the effects of the layoff/furlough on bargaining unit employees and discuss reasonable alternatives.

1. When the Hospital finds it necessary to reduce the workforce through layoff or furlough the following procedures will apply in sequence:
  - a. The Hospital shall designate the unit(s), FTE (s) or portions thereof, shift(s), and employee(s) in the position(s) to be eliminated or furloughed.
  - b. Registered Nurses in each affected unit and designated shift(s) will have the opportunity to volunteer to be laid off or furloughed, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours. In the event more employees volunteer than positions to be eliminated, seniority will prevail.

- c. Travelers will be released first, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours.
- d. Temporary nurses shall be laid off next, followed by probationary nurses, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours.
- e. Employees who have been designated for layoff or furlough may apply for a posted Bargaining Unit vacancy, if available, in accordance with Article 11: Vacancies.
- f. Furloughed employees may use any accrued but unused PTO but are not required to use it. Laid-off employees will receive their PTO payout at the time of separation.
- g. During a furlough, employees will be required to be ready to return to work as soon as possible, but not later than seven (7) calendar days after the notice. Such time limits may be extended with the mutual consent of the bargaining unit employee and the Hospital. If the Hospital determines that it is not able to return an employee to their pre-existing level of employment after a furlough, the Hospital may either extend the furlough or convert the furlough into a layoff. In this case, the Hospital will provide 14 calendar days' notice of an extension or conversion to layoff.

If an employee does not fill a vacancy pursuant to the preceding paragraph, then the employee will have the option either to be laid off or will have the ability to displace the least senior nurse in the following sequence. This process does not apply to furloughs:

- (1)
  - a) Same unit, same competencies, same FTE status, same shift/shift rotation or
  - b) Same unit, same competencies, same shift/shift rotation, closest FTE status or
  - c) Same unit, same competencies, same FTE status, different shift/shift rotation or
  - d) Any unit, same competencies, same FTE status, same shift/shift rotation.
  - e) Any unit, same competencies, same shift/shift rotation, closest FTE status or
  - f) Any unit, same competencies, closest FTE status, different shift/shift rotation.
- (2) Employees who displace another employee shall step into the status and shift of the displaced employee.
- (3) Employees who have been displaced as a result of the process set forth in paragraph (1) above, will be entitled to follow the displacement procedure set forth in paragraph (1).
- (4) An employee who has been designated for layoff and unable to displace another nurse as specified in paragraph (1) will be laid off.
- (5) A displaced employee who is unable to displace another nurse as specified in paragraph (1) will be laid off.

- (6) Final voluntary layoff or displacement decisions must be made and written communication presented to the Vice President, Human Resources within thirty-six (36) hours of notification of layoff.
- (7) Furlough duration shall be limited to sixty (60) days and may be extended by mutual agreement between the Hospital and the Union.

2. For the purpose of the layoff process, the following definitions shall apply:

a. Nursing units shall be designated as:

Emergency Room:	Endo:
Specialty Clinic	O.R:
ICU:	Windham Center:

Same competencies are defined as having been scheduled a minimum of four (4) times within the previous sixty (60) days and having functioned as a “primary” or a “second” in one (1) or more of the areas of patient care listed above in 2:

- 3. Seniority shall continue to accrue during a layoff, provided a nurse is recalled or returns to a Staff Registered Nurse position within twelve (12) months.
- 4. The Hospital will continue to pay its share of the cost of medical and dental insurance coverage during the first month an employee is on layoff, provided the employee continues to pay their share of the cost.

**Recall**

- 1. If vacancies are not filled through the internal vacancy filling process, nurses on layoff shall be recalled in the reverse order of layoff, except for temporary nurses, who have no recall rights, provided the nurse recalled is:
  - a. Competent to perform all the requirements of the position, as specified on the Job Posting List, and
  - b. Willing to work the required FTE status and shift/shift rotation.
- 2. Employees to be recalled will be contacted by phone and personal email. Employees will have two (2) calendar days from the date of the phone call and personal email in which to accept recall to work and must report to work within five (5) working days [seven (7) calendar days] or ten (10) working days [fourteen (14) calendar days] if the recalled employee must provide notice to another employer. Employees who cannot be reached at their last known address or who do not accept an offer of recall will lose their right to be recalled.

Employees on layoff will be on a Recall List for a period of twelve (12) months. Employees on layoff will be responsible for notifying the Hospital of changes in their personal email address or phone number.



## ARTICLE 16: WAGES

### Base Rate of Pay

FY23: Effective with the first full pay period after ratification or in the first full pay period in December 2022, whichever is later, all bargaining unit employees shall receive a 2% increase in their base hourly rate. In addition, after providing this increase, the Hospital shall immediately establish a step wage scale with 2% in between each step. A copy of the table is provided below. All bargaining unit employees will be placed into a step which is closest to their current rate of pay without decreasing the current rate of pay. If this step is below their appropriate step based on their years of experience, using the external guidelines for reference, they will move up one additional step.

FY24: Effective the first full pay period in December 2023, all bargaining unit employees will move up one step, unless they are at the top step. In addition, the wage table shall be increased by 1%. In addition, any bargaining unit employee who is working at a step that is below their appropriate step based on years of experience will move up on additional step.

FY25: Effective the first full pay period in December 2024, all bargaining unit employees will move up one step, unless they are at the top step. In addition, the wage table shall be increased by 2%. In addition, any bargaining unit employee who is working at a step that is below their appropriate step based on years of experience will move up to two additional steps, not to exceed their level of experience. In addition, if any bargaining unit employee is still below their appropriate step based on years of experience by more than 3 steps, they will move up so that they are 3 steps below their appropriate step.

**Legacy Provision:** Bargaining unit employees who have a current rate of pay above Step 25 in any fiscal year will continue to receive their current rate of pay but shall receive a cash bonus equal to the general wage increases identified in this agreement for fiscal year 2024 and fiscal 2025.

### Additions to the Base Rate

Bargaining Unit employees who are employed in a permanent charge nurse role shall be paid an additional \$3.00 per hour.

Bargaining Unit employees who are in a per diem role shall be paid an additional \$3.00 per hour.

Bargaining Unit employees who have a BSN shall be paid an additional \$1.00 per hour.

Bargaining Unit employees who have an MSN shall be paid an additional \$1.00 per hour.

### External Hiring Guidelines

New bargaining unit employees will be placed on the step equal to their years of RN experience. In addition, they may receive one year of RN credit for every two years of LPN experience, with a maximum of 10 years of LPN experience credit. The appropriate step is based on full years of service as an RN (e.g., Step 1 is 0.5 to 1.5 years of experience, Step 2 is 1.5 to 2.5 years of experience, etc.). The hiring manager may adjust the step based on the needs of the organization by no more than 2 steps up from the new employee's years of experience.

### **New Hire Bonus Program**

If the Hospital determines that a new hire bonus program would help recruit new nurses, the Hospital shall give the Union thirty (30) days' advance notice to discuss the program and possible alternatives.

### **Career Ladder**

The Hospital and the Union agree to bargain the development of a nursing career ladder at the request of either party.

### **Mileage Allowance**

Employees who are required to use their car on Hospital business will be reimbursed at the current IRS rate.

## **ARTICLE 17: SHIFT, WEEKEND & HOLIDAY DIFFERENTIALS, FLOATING DIFFERENTIAL**

### **Shift Differential**

1. Shift differentials shall be paid to those Staff Registered Nurses who work one or more hours of their scheduled shift between 3:00 pm and 11:30 pm for evening shift or 11:00 pm and 7:30 am for night shift.

Evening shift differential shall be \$2.50 per hour for all hours worked between 3:00 and 11:30pm.

Night shift differential shall be \$5.00 per hour for all hours worked between 11:00 pm and 7:30 am.

2. With respect to a twelve (12) hour day shift, an RN shall receive the evening differential beginning at 3:00 pm.
3. With respect to a twelve (12) hour night shift, an RN shall receive the evening differential for hours worked between 7:00 pm and 11:00 pm and the night differential shall be paid beginning at 11:00 pm to the end of the shift.

### **Weekend Differential**

Staff Registered Nurses who work one or more hours of their scheduled shift into any shifts between 11:00 pm on Friday evening and 11:00 pm on Sunday evening shall receive a weekend differential of \$2.50 per hour for all hours worked between those time periods, in addition to applicable shift differentials referenced above.

### **Holiday Differential**

Staff Registered Nurses who are required to work on a Hospital observed holiday (other than Thanksgiving or Christmas) shall be paid a differential of \$2.50 an hour, plus applicable shift differentials. Staff Registered Nurses who are required to work on Thanksgiving or Christmas shall be paid at a rate of two (2) times base hourly rate, plus applicable shift differentials.

### **Floating Differential**

Employees shall be paid a differential of \$2.00 per hour for all hours they float from their scheduled work unit to a different unit.

### **Charge Differential**

Employees who work in the charge position who are not regularly assigned to charge shall be paid a differential of \$3 per hour for all hours they work as charge.

## **ARTICLE 18: SHORT NOTICE PAY; CRITICAL NEED PAY; PREMIUM PER DIEM PAY**

### **Short Notice Pay**

When a clinical employee is not on call and is called into work within a specific time period as outlined below before a shift to cover for an immediate vacancy or is asked to stay to cover a vacancy, they will receive short notice pay. Short notice pay shall only be used for staffing call outs and emergency situations. Short notice pay shall not be used to cover known vacant shifts in the schedule. Short notice pay may also be used in departments where replacement is required to provide necessary direct patient care services and as determined by the Administration. Such time will be paid at time and one-half for the time actually worked. A minimum of two hours will be paid when called in.

Short notice pay applies only to 24/7 clinical departments directly related to patient care and to those departments where replacement is required. Short notice pay will be paid for a day or evening shift when staff is called in 4 hours or less from beginning of a shift. Short notice pay will be paid for a night shift when staff is called in 12 hours or less from the beginning of the shift. Short notice pay will also be paid to those staff who agree to stay to cover a call out and are notified within their shift or 4 hours or less prior to the beginning of the vacancy. Per Diems are not eligible for short notice pay.

### **Critical Need Pay Differential**

The Hospital will pay a Critical Need Differential of \$20.00 per hour when a Staff Registered Nurse commits to working an extra shift or shifts above his/her FTE. Procedure for allocating extra scheduled hours will be at the discretion of the manager.

## ARTICLE 19: ON-CALL

a. **Low Census On-Call for ICU and Windham**

If an employee is asked to stay home or sent home on call due to low census, the Hospital shall pay \$6.00 per hour for all hours on call. If called in, they will receive their regular rate of pay for the time actually worked, with a minimum of two hours. Employees must arrive at the hospital within one hour of being notified or as negotiated with administrative designee. Employees will not continue to receive the on call pay when working. Per diems are eligible if scheduled to work and placed on low census call.

b. **General On-Call**

Nurses may be required to take call. The Hospital shall pay \$6.00 per hour for all scheduled on-call hours. When called in, they will be paid at time and one-half for the time actually worked, with a minimum of two hours. Employees must arrive at the hospital within one hour of being notified or as negotiated with administrative designee. Employees will not continue to receive the on call pay when working, unless they are working in the perioperative department. Per diems are eligible to take on call shifts.

c. Call hours are not considered worked hours for overtime and benefits purposes.

## ARTICLE 20: OVERTIME

All authorized work performed in excess of forty (40) hours in a work week shall be paid at one and one-half (1-1/2) times the nurse's regular rate of pay.

In computing the overtime rate, the Hospital will use the "composite rate" (all forms of pay during that pay period, divided by the number of hours paid during that pay period), as required by Wage and Hour law.

## ARTICLE 21: BENEFITS PROGRAMS

The Hospital shall provide the following benefits to all eligible bargaining unit employees. Eligibility criteria and premium costs/participation shall be uniformly applied to bargaining unit employees the same way as for other Springfield staff. The plans are subject to change, provided such changes are uniformly applied to Springfield staff participating in such plans. Springfield shall provide the Union 30 days advance notice of any material changes.

Health Insurance. Springfield shall pay the following percent of the premiums:

	Gold	Silver	HSA
Full-Time	80.53%	84%	91.3%
Part-Time	50%	50%	50%

- Dental Insurance
- Vision
- Life Insurance
- Short-Term and Long-Term Disability
- Insurance
- Retirement Plan
- Flexible Spending Account

## ARTICLE 22: PAID TIME OFF (PTO)

All employees (except temporary and per diem employees) are eligible to accrue PTO based on hours worked up to the employee's status hours. Accrual of PTO begins immediately upon employment and may be used upon completion of the employee's introductory period (90 days). During the first 90 days of employment, an employee may use PTO for Hospital recognized holidays and COVID related approved absences only, unless otherwise approved. If PTO is not available, the employee will be allowed to borrow PTO for the holiday and run a negative balance of PTO hours. Employees who are on an unpaid leave of absence will not accrue PTO.

Years of Service	Accrual	Maximum Hours per year	Maximum Days Per Year	Maximum Total Accrual Hours
<b>Years 1-4</b>	<b>.0962</b>	<b>200</b>	<b>25</b>	<b>300</b>
<b>Years 5-9</b>	<b>.1154</b>	<b>240</b>	<b>30</b>	<b>360</b>
<b>Years 10 or greater</b>	<b>.1385</b>	<b>288</b>	<b>36</b>	<b>432</b>

**Maximum Accrual of PTO:** The maximum PTO that an employee may accrue in their PTO bank at any given time is equivalent to one-and-one-half (1-1/2) times the employees annual PTO allotment. No additional hours will accrue while the employee's accrual is at the maximum level.

**Minimum PTO Usage:** The minimum amount of time chargeable to the PTO plan is fifteen (15) minutes.

**Requesting of Vacation Time:** Requests to use PTO for vacation time must be made in accordance with the seasonal schedule listed below. Any requests of more than two consecutive weeks, if approved by the manager, must also be approved by the employee's Division Head, though this type of request should be a rare occasion. An employee may request only that amount that they would accrue in one year. Disputes regarding requests for time off shall be resolved by seniority on a rotating basis.

**SUMMER** (week of Memorial Day through week of Labor Day) Request shall be submitted by March 15<sup>th</sup>. Requests shall be approved by April 15<sup>th</sup>.

**FALL** (week after Labor Day through week before Thanksgiving) Request shall be submitted by June 15<sup>th</sup>. Requests shall be approved by July 15<sup>th</sup>.

**WINTER** (week of Thanksgiving through 2<sup>nd</sup> week in February) Request shall be submitted by September 15<sup>th</sup>. Requests shall be approved by October 15<sup>th</sup>.

**SPRING** (3<sup>rd</sup> week in February through week before Memorial Day) Request shall be submitted by November 15<sup>th</sup>. Requests shall be approved by December 15<sup>th</sup>.

Schedules may be published 6 weeks in advanced, either week by week or as a season depending on the unit staffing needs at the time. The current practice of self-scheduling shall continue. In those units or departments in which existing scheduling practices vary from the provisions of this Article, those practices will continue to exist. If the Hospital wants to make changes to these scheduling practices, it shall give the Union 30 days' notice and an opportunity to bargain the effects of the decision.

**Other Requests for PTO:** Any other requests for PTO should, if possible, be submitted at least 14 days prior to the posting of the relevant schedule. If members are requesting shifts off after this time period, or after the schedule is posted, assistance from the employee to try to find another employee to work their scheduled shift(s) is appreciated, but not required. Employees must first try to find coverage that would not result in overtime.

**PTO Limits:** Employees cannot schedule time off for personal days if they do not have the PTO available. Employees cannot schedule time off for vacation if they will not have accrued sufficient PTO at the time of the vacation. If PTO is not available, a leave of absence without pay may be requested. PTO shall not be paid beyond committed status hours.

**PTO Use:** If committed daily/weekly hours are not maintained by the employee, PTO will be deducted from the employee's PTO to bring the employee to their status hours. Exceptions shall only be made if an employee is sent home by their manager due to low census, no surgeries, department closure, or similar situations. In those cases, and those cases only, an employee may

choose not to use PTO. If there is no PTO available, the time will not be paid. However, unpaid time off must have prior approval by the manager.

**PTO Options:** Employees may make PTO contributions to their 401(k) plan, sell back PTO for benefits, cash in PTO, or donate PTO to the Shared Leave Bank, according to generally applicable Hospital policy. If the Hospital decides to make changes to any of these policies or eliminate any of these policies, it shall give the Union 30 days' notice and an opportunity to bargain the effects of the decision.

**PTO Compliance:** This policy is intended to provide paid time off in compliance with Vermont's Earned Sick Time law. To the extent this policy provides for a benefit more generous than that of applicable law, this policy will apply.

**Procedure for Call Outs:** If an employee cannot work a scheduled shift, the Manager or designee must be notified as soon as possible. If the employee's manager or designee is not available, the chain of command must be followed. If the employee's manager or supervisor is not available, assistance from the employee to try to find another employee to work their scheduled shift is appreciated, but not required. Employees must first try to find coverage that would not result in overtime.

If an employee fails to report for work or make contact with their supervisor for two consecutive days, the employee will be subject to immediate disciplinary action up to and including termination of employment. Only in emergency situations will exceptions to this policy be considered.

**Termination of Employment:** Upon termination of employment, employees hired prior to March 1, 2019, shall receive all PTO in their bank up to the newly established maximum of hours. Employees hired after March 1, 2019, shall receive up to a maximum of 160 hours of PTO in their last paycheck. Pay out of PTO upon termination is contingent upon giving proper notice (2 weeks) and the employee is not still within their 90 day introductory period. PTO may not be used during the notice period without prior approval. Upon a change in status from full or part-time to per diem status, PTO will be paid out in employee's last FT or PT paycheck. The amount of PTO paid out upon a status change will be determined by when the employee was hired as stated above. Per Diem employees do not accrue PTO and will not keep a PTO balance. Employees who terminate and who are rehired within 12 months will maintain the same accrual rate as when they were terminated.

## ARTICLE 23: EDUCATIONAL BENEFITS

### Tuition Reimbursement

1. Staff Registered Nurses are eligible for tuition reimbursement as follows:
  - a. Reimbursement will be available for those courses that are designed to improve an employee's knowledge within the scope of their job as Staff Registered Nurse and will be subject to:
    - 1) Approval from the Hospital
    - 2) Available Hospital funds
    - 3) Course grade. Grade of A will be reimbursed at 100%. Grade of B will be reimbursed at 75%. Grade of C will be reimbursed at 50%.
  - b. Reimbursement is limited to tuition and laboratory fees only and excludes cost for books, and registration, deferred payment arrangements, parking, etc.
  - c. Reimbursement is limited to a maximum of \$3,000 per fiscal year, with reimbursement of courses pro-rated based on FTE status for Staff Registered Nurses per fiscal year
  - d. Employees will be required to remain an employee of the Hospital in the same or greater FTE as at time of reimbursement for a period of one (1) year from the completion of the course(s). Failure to continue employment as specified above will necessitate repayment by the employee, on a pro-rata basis, for tuition reimbursement which the Hospital has paid.

### Seminars, Certification Courses, and In-Services

1. Staff Registered Nurses shall be eligible for reimbursement for job-related seminars, certification courses, and in-services as follows:
  - a. **Mandatory:** The Hospital shall pay the full cost of mandatory education programs for any employee and shall pay the employee at their base rate of pay plus shift differentials, if applicable. If a mandatory education/certification program is not offered locally, and it is at a distance of at least seventy-five (75) miles or more from the Hospital and more than one (1) day, then the Hospital shall arrange and pay for lodging.
  - b. **Voluntary:** Staff Registered Nurses who have been employed by the Hospital for at least three (3) continuous months may request in writing to their Supervisor permission to participate in work related or educational workshops, seminars, conferences, and other professional meetings, which may include job-related CEUs, certifications and recertifications. Costs of clinically related materials such as books and tapes are compensable. Approval shall be based on such criteria as cost, location, length of time, availability of funds budgeted for continuing education, staffing needs, the need for the requested education in relation to the employee's job duties, prior training



of the employee, qualifications of the program faculty and objectives of the program itself. Requests must be submitted prior to registration and will not be unreasonably denied. The Hospital will not be responsible for payment of expenses incurred while attending such workshops, seminars, conferences, or other professional meetings, absent prior approval. The Labor Management Committee shall discuss any issues related to this article.

## **ARTICLE 24: LEAVES OF ABSENCE**

### **Bereavement Leave**

Upon completion of the probationary period, the Hospital will provide full-time and part-time employees up to three (3) scheduled workdays off, with base pay, which occur within five (5) days following the date of death, burial and/or memorial service of an immediate family member. For purposes of this article, immediate family is defined only as parent, spouse, grandparents, brothers, sisters, children, grandchildren, parents in-laws, sons in-laws, daughters in-laws, and any “step” relationships that may exist in the immediate family. Common law, civil union partners, and guardianship relationships are included. Bereavement of one (1) day may be granted for grandparents in-laws, sisters in-laws, and brothers in-laws, aunts, and uncles. Cousins are not included.

Additional time or time for other individuals may be granted at the discretion of the manager. Such time shall either be considered PTO or be unpaid.

### **Jury Duty**

Springfield Hospital will reimburse post-probationary full- and part-time employees for missed work time when called for Jury Duty. The employee must notify their Supervisor as soon as possible after notification to serve on Jury Duty. Compensation shall be based upon the difference between the pay actually received for Jury Duty, if any, and the amount the employee would have received had they worked their regularly scheduled hours during that period. In computing the amount of remuneration received by the employee from the court, expenses reimbursed by the court for meals, room, travel, etc. shall be retained by the employee and shall not be considered part of the Jury Duty pay. Payment is contingent upon presentation of a written statement from a court official as to the days and hours served and pay, if any, received. The Hospital will pay the difference between the pay received from the court and the employee’s base hourly hospital pay for work hours missed.

In cases where Jury Duty fills only a part of a scheduled day shift, the nurse must call their Supervisor, or designee, and report their availability to return to work, if needed. Nurses will not be required to report for a scheduled evening shift on a day they are required to report for Jury Duty. In addition, the nurse will not be required to report to work the night shift immediately prior to a day when required to report for Jury Duty.

When a nurse is impaneled on a jury for a trial which is expected to last ten (10) or more consecutive business days, the nurse will not be required to fulfill their weekend work obligation if the weekend falls within the ten (10) or more consecutive business days served on a jury.

### **Witness Leave**

Any employee who is required, on behalf of the Hospital, to appear at any judicial or administrative hearing or other legal proceeding that is work related shall receive base pay for such period of time for scheduled hours lost. This section does not apply to a situation of a court appearance or pretrial hearing in a suit or legal proceeding brought by an employee against the Hospital.

### **Military Leave**

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law. All post-probationary Class I and Class II employees actively serving in the Reserves of the Armed Services, who are required to participate in annual training, will be eligible for compensated military leave for this training. The Hospital will pay the employee the difference between the employee's reserve pay and base hourly hospital pay, based upon their authorized biweekly hours. Compensated military leave is limited to a maximum of two (2) weeks and a maximum of eighty (80) hours each calendar year.

Employees must give a copy of their military orders and as much advance notice to their Supervisor, or designee, as possible.

**FMLA Leave and Personal Leave.** The Hospital shall provide FMLA leave and personal leave according to Hospital policy.

1. The Union shall be informed of any changes in the Hospital's FMLA and/or other leave policies and shall have five (5) days to request bargaining over the changes should such change be subject to bargaining and not a change of State or Federal law.
2. Employees who are approved for a personal leave in accordance with the Hospital policies shall be offered employment as a Registered Nurse upon return from the approved leave if there is an open RN position for which they are qualified.

## **ARTICLE 25: HEALTH AND SAFETY**

The Hospital shall continue to maintain a safe and healthy working environment. The Hospital shall provide and maintain equipment and supplies, which comply with applicable State, Federal and regulatory agency safety standards so that employees may safely perform their duties and responsibilities. The Hospital, the Union and the employees shall observe all applicable health and safety laws and regulations. Employees must observe all Hospital procedures regarding safety and report all injuries immediately to their Supervisor or designee.

The Hospital will continue to provide all governmentally required or recommended tests and immunizations for exposure and contact with infectious diseases in the workplace at no cost to the employee.

Employees are required to park in the appropriate lots, as designated by the Hospital. For the life of this agreement, the Hospital will continue its policy of providing an escort for employees, upon request, after dark, Any time spent waiting for an escort will not be considered hours worked.

## **ARTICLE 26: LABOR MANAGEMENT AND NURSING PRACTICE COMMITTEE**

A Labor-Management Committee will meet monthly, or as otherwise mutually agreeable, to discuss issues concerning bargaining unit employees or management, provided there is a written agenda of items to discuss. Such committee shall include up to four (4) Hospital representatives and a Joint Union Committee consisting of up to four (4) representatives from the bargaining unit and each party may have one outside representative. Each party will submit its agenda items to the other at least one (1) week in advance of the meeting.

All participating employees shall be paid their regular rate of pay if the Labor-Management meeting is scheduled during said employees' regularly scheduled shift. Employee attendance requires supervisory approval. Such approval is subject to patient care needs, the operation of the Hospital, and is within the sole discretion of the Hospital.

The Committee will explore recommendations and engage in dialogue concerning providing optimal service as a community hospital and maintaining an effective collective bargaining relationship. The Committee will also discuss nursing practice issues, including staffing guidelines, nursing practice, education, patient satisfaction quality improvement, recruitment, and retention initiatives, and to study, evaluate and review issues related to the Clinical Ladders Programs. The Committee will also discuss the impact of new technology that impacts the delivery of patient care by bargaining unit employees.

## **ARTICLE 27: UNION ACCESS**

No employee shall interfere with the work of other employees or engage in any solicitation during working time or in immediate patient care areas, nor at any time distribute literature in working areas and patient care areas of the Hospital.

An authorized representative of the Union shall prearrange the visit with the VP of Human Resources, or designee, in order to have admission to the Hospital for the purpose of administering this Agreement or investigating a grievance. Such visitation rights shall be limited to registered nurses and, without limiting the foregoing, shall not extend to other employees, departments, patient care areas, or impede or interfere with normal hospital operations. The representative of the Union shall proceed directly to the area of the Hospital that has been designated by the Hospital for each visitation.

Arrangements for such visitations shall be made during the Human Resources Department's normal hours of operation and require a minimum of twenty-four (24) hours' advance notification. The representative of the Union shall not engage in activities at other areas of the Hospital. The duration and frequency of any such Union visitation or conferences shall be subject to the needs of the Hospital and shall not interfere with patient care or the operation of the Hospital.

## **ARTICLE 28: GRIEVANCE PROCEDURE**

### **Purpose**

The purpose of this procedure is to encourage the prompt and confidential settlement of grievances that may arise between the parties. Employees are encouraged to discuss concerns with their department managers. If the concerns are not resolved, the employee may initiate the formal grievance procedure as outlined below within the established timeframe.

### **Definition**

A grievance is hereby defined as any misunderstanding, dispute, controversy, or claim arising out of or relating to the interpretation, application, meaning or breach of the provisions of this Agreement.

### **Grievance Limitations**

All grievances must be initiated within fourteen (14) business days after the alleged violation has occurred or from when there would be reasonable basis for knowledge of the alleged violation. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed (or any extension mutually agreed upon) may be referred to the next step in the Grievance Procedure. If the grievance is not referred to the next step within five (5) business days from receipt of an answer, it shall be deemed closed based upon the last answer.

It is expected that the Hospital and Union will make a sincere effort to settle the dispute as quickly as possible at the lowest level. However, in the case of an alleged grievance which affects the Bargaining Unit as a whole, or in a case when the alleged grievance results from an action above the level of the Supervisor and/or designee, the grievance may be filed at the appropriate level of the Grievance Procedure.

The parties may by mutual written consent extend any of the time limits provided in this Article. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretations of any of the provisions of this Agreement.

### **Procedure**

**Step 1:** The employee shall notify their Supervisor and/or designee of a grievance on the Standard Grievance Form, stating the date the alleged grievance occurred, the section of the contract allegedly violated, the nature of the grievance and pertinent facts, and the remedial action sought. A meeting shall be held between the aggrieved employee (who may be accompanied by a local Union officer) and the Supervisor and/or designee. The Supervisor and/or designee shall notify the employee of the decision in writing within five (5) business days after receipt of the grievance. Two copies of the Supervisor's or designee's response will be provided to the grievant.

**Step 2:** If no satisfactory settlement is reached, then within five (5) business days of receipt of the decision of the Supervisor or designee at Step 1, the grievance shall be forwarded in writing by the employee on a Standard Grievance Form and submitted to the Vice President Patient Care and/or designee.

A meeting shall be held between the aggrieved employee (who may be accompanied by a local Union officer) and the Vice President Patient Care and/or designee and Supervisor or designee.

The Vice President Patient Care and/or designee shall notify the employee of decision in writing within five (5) business days. Two copies of the Vice President patient Care and/or designee's response will be provided to the grievant.

**Step 3:** If no satisfactory settlement is reached at Step 2, the grievance may be submitted in writing on the Standard Grievance Form to the Vice President, Human Resources and/or designee within five (5) business days after receiving the decision of the Vice President Patient Care or designee at Step 2.

A meeting shall be held between the aggrieved employee (who may be accompanied by a representative of the Union) and the Vice President, Human Resources and/or designee.

The Vice President, Human Resources or designee shall answer the employee in writing with a copy to the Union within ten (10) business days after the submission at Step 3.

### **Arbitration**

If no satisfactory settlement is reached at Step 3, then within twenty one (21) business days after the written decision of the Vice President, Human Resources, or designee, at Step 3 is received, the Union may submit the grievance to an arbitrator selected under the procedure of the American Arbitration Association.

The parties agree that the only remedy for the breach of this Collective Bargaining Agreement, except as specifically otherwise provided, is through the instant grievance and arbitration provisions, and that the decision of the arbitrator is final and binding on all of the parties. The expenses of the arbitrator shall be shared equally between the Union and the Hospital. Each party shall make arrangements for and pay for the expenses of witnesses which are called by them. The powers of the arbitrator are limited as follows:

1. The arbitrator shall have no power to add or subtract or modify any of the terms of the Agreement or any supplementary agreement.
2. The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or to change any wage rates.
3. Except as indicated below, the Hospital shall not be required to pay back wages for more than the payroll period to the date a grievance is filed.
4. No more than one (1) grievance shall be submitted to a single arbitrator at one time unless mutually agreed to, in writing, by both parties.

## **ARTICLE 29: NO STRIKES NO LOCKOUTS**

While this Agreement is in effect, the Hospital agrees that there shall be no lockouts and the Union and the employees agree that there shall be no strikes of any kind, including sympathy strikes, unfair labor practice strikes, sit-downs, slowdowns, stoppages of work, boycotts, mass sick outs, any other similar interference or any unlawful acts that interfere with the operation of the Hospital or the care of the patients/residents.

In the event that there is a breach of the foregoing provisions, the Hospital need not resort to the grievance and arbitration provisions of this Agreement but may pursue any legal remedy available to it at law or equity. If there is any violation of the foregoing provisions, the Hospital may discharge any or all bargaining unit employees who incite, induce or participate in a violation of any provision of this Article, subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 30: BULLETIN BOARDS**

The Hospital agrees to provide four (4) locked bulletin boards for the Union.

The Union agrees that it will not post material on bulletin boards that is related to political issues and/or political campaigns, nor will the Union post material on the bulletin boards that is derogatory towards the Hospital and its administration.

The Bulletin Boards shall be located in Registered Nurses break rooms. At the time of posting, a copy of each authorized notice shall be submitted to the VP of Human Resources or his/her designee. Keys to these bulletin boards will remain in the possession of the Director of Human Resources and the Union President.

## **ARTICLE 31: SEPARABILITY**

If any term or provision of the Agreement is at any time during the life of this agreement found to be in conflict with any law, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this agreement. The parties agree that any provision of this agreement, which has been invalidated shall be the subject of negotiations within a thirty (30) day period.

## **ARTICLE 32: PRINTING OF AGREEMENT**

The parties will share equally in the cost of printing this Agreement. The number of copies printed shall be sufficient to provide each employee and each Supervisor and Manager with responsibility for employees with a copy and to provide a reasonable number of additional copies for newly hired employees and other appropriate purposes.

**ARTICLE 33: DURATION OF AGREEMENT**

This Agreement is effective as of November 2, 2022 and shall continue in full force and effect through midnight September 30<sup>th</sup> 2025.

**ARTICLE 34: MISCELLANEOUS**

**PANDEMIC OR OTHER NATIONAL HEALTHCARE EMERGENCIES**

In the event of a future pandemic or national health emergency, the parties agree that once such designation has established, the parties agree to use the Labor Management and Nursing Practice Committee to meet on a regular basis to discuss would be required to provide the necessary patient care to address the circumstances and conditions of the declared pandemic or national health emergency.

**SALARY SCALES INCREASES**

If the Hospital believes that the salary scale warrants an increase, the Hospital and the Union will meet to bargain. Regarding the Hospital’s proposed increase, and the Union will not deny the Hospital’s proposal unreasonably, No market changes will be made within the six (6) month period after this Agreement becomes effective, or within the three (3) month period prior to the expiration of this agreement.

**SAFE STAFFING**

The parties hereby recognize the importance of providing patients with the highest quality health care and of providing employees with working conditions which are conducive to performing their duties in a safe and healthful atmosphere. Accordingly, it shall be the responsibility of the Employer to provide professional and technical staffing in all Hospital units during all working hours which, in the Employer’s judgment, is sufficient to meet the standards of the rules and regulations of the Vermont Department of Health.

In witness, whereof, the parties have hereunto set their hands and seals this 22 day of November, 2022.

**UNITED NURSES AND ALLIED PROFESSIONALS, LOCAL 5122**

**SPRINGFIELD HOSPITAL, INC.**

Alicia Reed  
Alicia Reed, President

Robert S. Adcock  
Robert S. Adcock, President, and CEO

**APPENDIX A**  
**BASE RATE WAGE SCALE**  
**FY 24 RANGE INCREASE 1.00%**  
**FY 25 INCREASE 2.00%**

	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
0	\$31.00	\$31.31	\$31.94
1	\$31.62	\$31.94	\$32.57
2	\$32.25	\$32.57	\$33.23
3	\$32.90	\$33.23	\$33.89
4	\$33.56	\$33.89	\$34.57
5	\$34.23	\$34.57	\$35.26
6	\$34.91	\$35.26	\$35.97
7	\$35.61	\$35.97	\$36.68
8	\$36.32	\$36.68	\$37.42
9	\$37.05	\$37.42	\$38.17
10	\$37.79	\$38.17	\$38.93
11	\$38.54	\$38.93	\$39.71
12	\$39.32	\$39.71	\$40.50
13	\$40.10	\$40.50	\$41.31
14	\$40.90	\$41.31	\$42.14
15	\$41.72	\$42.14	\$42.98
16	\$42.56	\$42.98	\$43.84
17	\$43.41	\$43.84	\$44.72
18	\$44.28	\$44.72	\$45.61
19	\$45.16	\$45.61	\$46.53
20	\$46.06	\$46.53	\$47.46
21	\$46.99	\$47.46	\$48.40
22	\$47.93	\$48.40	\$49.37
23	\$48.88	\$49.37	\$50.36
24	\$49.86	\$50.36	\$51.37
25	\$50.86	\$51.37	\$52.39



The parties agree that should employees demonstrate within thirty (30) days from the ratification of this agreement that their placement on the wage scale is incorrect, the Hospital shall correct such errors retroactive to the ratification date. Examples of such errors include:

- LPN, not properly calculated/credited
- Total nursing experience not properly calculated/credited
- BSN or MSN not given

**MEMORANDUM OF UNDERSTANDING: PER DIEM/PREMIUM RATE  
SPRINGFIELD HOSPITAL AND UNITED NURSES & ALLIED  
PROFESSIONALS**

This Memorandum of Agreement (the “MOA”) is entered into on this 30<sup>th</sup> day of September 2022 between Springfield Hospital (the “hospital”) and the United Nurses and Allied Professionals Local 5122 (the “Union”). The parties hereby agree as follows:

WHEREAS the parties agree to continue the Registered Nurse (RN) Per Diem/Premium Rate position to recruit Registered Nurses and retain current Registered Nurses. Any RN hired into the RN Per Diem/Premium Rate position will be compensated at a flat rate of a \$65 per hour.

The RN Per Diem/Premium Rate position under this MOA will expire at the request of either party upon 30 days’ notice, provided that existing contracts on the date of notice will be honored.

1. Only current Per Diem bargaining unit Nurses who are in good standing Per Diem status on the effective date of this MOA (i.e., on the date this MOA is signed) or new qualified applicants who have not been employed by the hospital at any time within the 12-month period preceding the effective date of the MOA (i.e., the date the MOA is signed) shall be eligible to apply for this position. The term “good standing” means in compliance with all annual educational requirements and not currently on final written warning. Current FTE bargaining unit employees are not eligible to apply for this position. Should the applicants exceed the number of positions needed, then seniority shall apply.
2. Need for the number of Per Diem/Premium Rate positions shall be determined by crisis vacancies that exist. Crisis vacancies for the purposes of this MOA shall be determined by management based on staffing levels and vacancies.
3. Employees will need to work a minimum of 36 hours per week. Hours worked in a Per Diem/Premium Rate position created under this MOA will not be eligible for any other incentive currently in effect, including the Extra Hours Bonus program.
4. Employees will accrue overtime only if working over 40 hours per week.
5. Employees are required to work two weekend days per two-week schedule and one holiday.
6. Failure to work the required hours or failure to comply with hospital policy during the term of the position will result in employee rate to be adjusted to their regular rate.

Accepted For the Union:

*Alisa Reed*

Date: 11/22/22

Accepted for the Hospital:

*Robert A. Caldwell*

Date: 11/22/22