

RESTATED

Agreement

Brattleboro Retreat

And

United Nurses & Allied Professionals,

Local 5086

November 1, 2022 - October 31, 2025

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Agreement

This Agreement is entered into this November 1, 2022, by and between the Brattleboro Retreat (hereinafter referred to as the “Retreat”) and Local 5086 Units 1 and 2 United Nurses & Allied Professionals (hereinafter referred to as the “Union”). The intent and purpose of this Agreement is to set forth the wages, hours, terms and conditions of employment of the employees covered by this Agreement.

This document contains the Collective Bargaining Agreements covering the bargaining units described in Article I, Section 1.1a and Section 1.1b, Recognition.

ARTICLE I **Recognition**

Section 1.1a

This Retreat recognizes the Union as the sole and exclusive representative at its Brattleboro, Vermont location of all professional employees in the bargaining unit set forth in Certificate of Representation Case No. 1-RC-21034 all full-time and regular part-time and per diem professional employees employed by the Employer at its Anna Marsh Lane, Brattleboro facility, in the following positions:

- Addiction Counselor I
- Addiction Counselor II
- Occupational Therapist
- Pharmacist
- Post Masters Clinical Fellow in Social Work
- RN Case Manager
- RN Child Adolescent Coordinator
- RN Staff
- Social Work/Lead Therapist III
- Social Worker/Therapist I Outpatient
- Social Worker/Therapist II Outpatient
- Social Worker – Therapist I
- Social Worker – Therapist II
- SW Clinical Lead/Therapist III Outpatient
- Therapist Program Senior

but excluding all other employees, nonprofessional employees, office clerical employees, confidential employees, guards, managers, and supervisors as defined in the Act, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

Section 1.1b

The Retreat recognizes the Union as the sole and exclusive representative at its Brattleboro, Vermont location of full-time, regular part-time and per diem nonprofessional employees employed by the employer at its Brattleboro, Vermont facility, in the following classifications:

- Administrative Assistant
- Behavioral Activity Specialist
- Behavioral Health Specialist
- Behavioral Health Tech

- Clinic Coordinator
- Clinical Support Staff
- HIM Coordinator
- Impaired Driver Rehab Program Coordinator
- LNA
- LPN
- Medical Clinical Receptionist/Phlebotomist
- Medical Records Clerk
- Occupational Therapist Assistant (OTA)
- Peer Specialist
- Pharmacy Technician Certified
- Pharmacy Technician Uncertified
- Program Assistant
- Program Assistant II
- Programming Coordinator
- Receptionist
- Residential House Coordinator/BHS
- Social Work Assistant Discharge Planner
- Switchboard Operator
- TMS Technician
- Transportation Aide
- Unit Clerk
- Utilization Review Specialist

but excluding all other nonprofessional employees, all professional employees, confidential employees, guards, managers, and supervisors as defined in the Act, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employee and other terms and conditions of employment.

Section 1.2

Employees who are hired in positions covered by this Agreement which require a state license or certification but who have not yet taken their licensure/certification exams will be covered by this Agreement; provided, however, that their continued employment is conditioned upon passing the first available exam. An employee who fails to pass his/her exam and who is terminated for that reason shall not be entitled to utilize the grievance and arbitration procedures contained in this agreement.

Section 1.3 – Notice of Intent to Sell

At such time the Retreat engages in actions to sell or transfer the ownership of the Brattleboro Retreat and a Letter of Intent is signed, the Union will be notified immediately and such notice shall precede the due diligence process.

ARTICLE II **Definitions**

Section 2.1

The term "Employee" is hereby defined as any person employed by the Retreat and covered by this Agreement.

Section 2.2

The term "Full-time Employee" is hereby defined as an employee who is regularly scheduled to work thirty-six to forty (36-40) hours per week.

Section 2.3

The term "Regular Part-time Employee" is hereby defined as an employee who is scheduled to work less than thirty-six (36) hours per week.

Section 2.4

- 1) The terms "Per Diem" refers to an employee who is not regularly scheduled but who is available to work on an "as needed" basis according to the needs of the Retreat.
- 2) Per Diem employees in RN, LPN, BHT and other clinical positions are expected to work no fewer than 36 hours at straight time in an eight (8) week period of which 12 hours are weekend hours, if there is a business need.

Section 2.5

The term "Temporary Employee" refers to an employee who is hired on a temporary basis of less than six (6) months to fill a specific temporary need for a specified period of time. Such employees are not in the bargaining unit and are not covered by this Agreement. In the event that temporary position is converted to a non-temporary position subject to the posting and bidding procedures contained in this Agreement, the incumbent temporary employee shall be treated as an outside applicant when bidding on open positions.

A per diem employee or substitute employee who transfers into and completes a temporary assignment will be allowed to apply for any vacant bargaining unit position and for such purpose only will be credited with seniority as if he/she had remained in his/her bargaining unit position and must serve a probationary on conformance with Article 14.2. A laid-off employee who transfers into a temporary position will be credited with such seniority whether or not he/she completes the temporary assignment.

ARTICLE III **Probationary Period**

Except for per diem employees, the probationary period for all newly hired employees shall be one hundred and eighty (180) calendar days within which time they may be laid off or dismissed without any recourse by them or the Union under this Agreement. After satisfactorily completing the probationary period, the employee's seniority date will be established as his/her last date of hire. Continued employment beyond one hundred and eighty (180) calendar days shall be evidence of satisfactory completion of probation. All newly hired employees shall be given job orientation in accordance with Article XII.

The probationary period for all newly hired per diem employees shall be two hundred and seventy (270) calendar days within which time they may be removed from the per diem list or dismissed without any recourse by them or the Union under this Agreement.

All newly hired employees shall receive a copy of the job description, which covers the employee's position.

ARTICLE IV
Union Security – Dues Deduction

Section 4.1 Union Membership

Consistent with the law, it shall be a condition of employment that every employee who is a member of the Union in good standing as of the effective date of this Agreement shall remain a member in good standing or pay a service fee. Every employee covered by this Agreement employed by the Retreat who is not a member shall become a member of the Union or pay a service fee within thirty (30) days of the effective date of this Agreement or the commencement of employment in the bargaining unit, whichever is later. The Retreat shall notify the Union, in writing, of each newly hired employee within one week (7 calendar days) of the next scheduled, planned Orientation program conducted by the Human Resources Personnel. The notification shall contain the name, complete address, telephone number, wage, rate, position and work assignment. The Retreat shall notify the union in writing of any change in the status of bargaining unit members including shift, total weekly hours, unit and classification.

Section 4.2 Dues Deduction

For each employee who so authorizes, the Retreat will deduct from the wages due such employee, the rate of dues fixed by the Union for such employee. No later than five (5) days following the end of a calendar month, the Retreat shall remit the dues deducted for all employees who have so authorized to the Union along with a list of the names of the employees from whom dues have been deducted and the amount deducted. All such authorizations shall remain in effect during the term of the Agreement unless revoked by the employee in writing.

The Union shall designate the dollar amount or fixed percentage of base wage rate, but not both, for Union dues in writing on an annual basis prior to December 1st of each year. The designations cannot be changed more than two (2) times during the calendar year for which they apply.

The Retreat shall not be obliged to make dues deductions of any kind from any employee who, during any dues deduction period involved, shall have failed to receive sufficient wages after all other deductions have been made to equal dues deductions.

It is specifically agreed that the Retreat assumes no additional obligations other than those arising out of the provisions of Section 4.2. The Union hereby agrees that it will indemnify and hold the Retreat harmless from any claims, actions or proceedings by an employee rising from deductions made by the Retreat hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.3 Dues Deduction Form

All authorization for dues deductions as set forth in Section 4.2 above shall be in the following form:

Dues Deduction Form

I, (Name of Employee), hereby authorize the Brattleboro Retreat to withhold from the salary due me the rate of dues fixed by the Union. I understand that this authorization may be revoked by me upon written notice to the treasurer of the Union or the Retreat. In the absence of such notification, this authorization shall be deemed to be continuous during the term of any collective-bargaining agreement until revoked by me or until termination of my employment or expiration of the labor

agreement. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve the Brattleboro Retreat and all its officers from any liability thereof.

Union dues are not tax deductible as charitable contributions for Federal Income Tax purposes. However, they may be tax deductible as ordinary and necessary business expense.

Employee's Signature: _____ Date: _____

Department: _____

ARTICLE V

Non-Discrimination

Section 5.1

The Retreat and the Union agree that there will be no discrimination because of any protected categories as established by federal or state law. The Retreat and the Union agree that there will be no discrimination in violation of any applicable law against any employee because he or she is or is not a member of the union or because he/she engages in any activities protected by the National Labor Relations Act, provided that such activities do not interfere with any employee's work.

Section 5.2

The Retreat recognizes that no employee shall be subject to unlawful sexual harassment in the workplace. In the case of an allegation of unlawful sexual harassment the employee may utilize the grievance procedure contained herein and/or may utilize the state or federal EEOC forums for processing discrimination complaints as described in the Retreat's harassment and offensive behavior policy.

Section 5.3

The parties to this Agreement recognize their mutual obligations under the Americans with Disabilities Act ("ADA") and the Vermont Fair Employment Practices Act ("FEPA") and that such obligations are not restricted by any provision of this Agreement.

ARTICLE VI

Access to Premises

An authorized representative of the Union may visit the Retreat's premises at a reasonable time normally during the regular business hours to discuss matters arising under this Agreement. It is understood that the Union Representative will notify the Head of Human Resources prior to visiting the campus. Such visitation shall be permitted solely for the purpose of grievance handling and administering of this Agreement, provided that such visitation does not interfere with the Retreat's normal operations. Upon arrival at the Retreat, the Union Representative shall present himself/herself to the Head of Human Resources or designee and shall be directed to an area appropriate for the conduct of his/her business.

ARTICLE VII
Union Bulletin Boards

The Union shall be able to post official Union notices pertaining to meetings, election of officers, Union recreational or social activities on up to fifteen (15) bulletin boards to be purchased by the Union. These bulletin boards will be located only in staff break rooms, Anna's Loft and outside Human Resources. No material shall be posted that is inconsistent with the therapeutic milieu established at the Retreat and necessary for its mission.

ARTICLE VIII
Management Rights

Section 8.1

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

Section 8.2

Nothing in this 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.

Section 8.3 Pharmacy

For the duration of this contract the Retreat agrees not to subcontract the pharmacy service.

Nothing in this agreement shall be construed to restrict management's right to hire temporary contract labor to support any hospital services.

ARTICLE IX

Grievance Procedure

Section 9.1 – Purpose

The purpose of this of this procedure is to encourage the prompt settlement of grievances that may arise between the parties.

Section 9.2 – 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, unless expressly excluded from the grievance procedure. Either party may file a grievance.

Section 9.3 – Grievance Limitations

All grievances must be initiated within twenty (20) 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 Retreat or Union 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 seven (7) business days from receipt of a written response, it shall be deemed resolved based upon the last answer

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.

Section 9.4 – Procedure

Step 1

A meeting shall be held between the employee, the designated Union representative, if requested by the employee and the CNO or Operating Vice President of the employee's work unit to discuss the alleged grievance within ten (10) business days of the filing of the grievance. The CNO or Operating Vice President shall notify the employee and the Union representative in writing of his/her decision within ten (10) business days following the meeting.

Step 2

If no satisfactory settlement is reached, then within seven (7) business days of the Step I decision, the grievance shall be reduced to writing and submitted to the to the Head of Human Resources.

The written grievance shall state the date of the occurrence or non-occurrence which gives rise to the grievance, the section(s) of the contract alleged to have been violated, a general statement of the grievance and the remedial action sought and any evidence supporting the grievance.

A meeting will be held within ten (10) business days of the appeal between the designated Union representative, the employee and the Head of Human Resources or Designee. The Head of Human Resources or Designee shall notify the employee, union representative and the grievance chairperson of his/her decision within ten (10) business days after the conclusion of the meeting.

Management may file a grievance at Step 2 by written notice to the Union.

Section 9.5

If no satisfactory settlement is reached at Step 2, then within twenty (20) business days after the Step 2 written decision, the grievance may be submitted 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 Retreat. 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 to, subtract from or modify any of the terms of this Agreement or any supplementary Agreement or to rule on any matter except while this Agreement is in full force and effect between the parties.
2. The arbitrator shall have no power to establish wage scale rates on new or changed jobs.
3. Absent mutual agreement, only one grievance may be submitted to arbitration at a time and no arbitrator shall have authority to decide multiple grievances.
4. The arbitrator may not overturn Retreat decisions in discipline cases regarding standards of professional conduct with respect to patient - staff relationships, unless it is clear that the Retreat's actions were arbitrary or capricious.

ARTICLE X **No Strikes – No Lockouts**

The parties agree to waive the No Strike/No Lockout provision solely for the issue of wage and benefit reopeners for the duration of the contract.

While this Agreement is in effect, the Retreat agrees that there shall be no lockouts, and the Union agrees that there shall be no strikes, sympathy strikes, sit-downs, stoppage of work, boycotts, mass sick days or any similar interference with the operation of the Retreat, or any other lawful acts that interfere with the Retreat's operations or the medical care of its patients. In the event there is a breach of the foregoing provisions, the Retreat need not resort to the grievance and arbitration provisions of this Agreement, but may pursue any legal remedy. Furthermore, if there is any violation of the foregoing provisions, the Retreat can take disciplinary action, including discharge.

ARTICLE XI **Orientation**

All newly hired or permanently transferred employees shall be given an orientation as developed by the Retreat to fulfill the requirements of the position. New employees shall be oriented in accordance with the unit guidelines for orientation, as amended from time to time.

The primary responsibility for orientation shall be borne by supervisory staff. Prior to designating an employee as a preceptor, volunteer bargaining unit members will be sought. Personnel being oriented shall not be counted as staff for purposes of Article XXIII of this Agreement.

Employees who attend in-service or orientation during their regularly scheduled hours will be paid for attending at their regular rate plus applicable differentials. Employees who are required by the Retreat to attend orientation or in-service programs during hours when they are not scheduled to work will be paid for those hours at their regular base rate.

For a Social Worker who is required to have Vermont LICSW Certification, and for a Master's prepared Nurse applying for Clinical Specialist Certification, the Retreat, for one examination period, will provide appropriate clinical supervision necessary to meet the requirement of the accrediting body.

Fifteen minutes of the orientation shall be reserved for a Union representative to discuss the collective bargaining agreement and related matters. The Union will be given advance notice of the planned orientation program conducted by the Human Resource Department personnel in accordance with Article 4.1. This orientation shall be scheduled from 8:15 a.m. to 8:30 a.m. or other mutually agreed upon times.

ARTICLE XII

Seniority

Section 12.1a – Definition (Unit 1)

Job Classification Seniority: (for purposes of layoff, recall and filling of vacancies) defined as the length of time an employee has worked continuously at the Retreat since his/her most recent date of hire in one of the positions in the bargaining unit (see Article 1, Sections 1.1).

Job classifications are defined as:

- Addiction Counselor I
- Addiction Counselor II
- Occupational Therapist
- Pharmacist
- Post Masters Clinical Fellow in Social Work
- RN Case Manager
- RN Child Adolescent Coordinator
- RN Staff
- Social Work/Lead Therapist III
- Social Worker/Therapist I Outpatient
- Social Worker/Therapist II Outpatient
- Social Worker – Therapist I
- Social Worker – Therapist II
- SW Clinical Lead/Therapist III Outpatient
- Therapist Program Senior

Retreat Seniority: (for purposes of set forth in this agreement) defined as the length of time an employee has worked continuously since his/her most recent date of hire at the Retreat.

Section 12.1b – Definition (Unit 2)

Seniority: Seniority shall be defined as the length of time an employee has worked continuously since his/her most recent date of hire at the Retreat.

Section 12.2a – Calculation (Unit 1)

An employee's job classification seniority shall date from his/her most recent transfer or hire into his/her current job classifications. A new employee's seniority for all purposes shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire.

Section 12.2b – Calculation (Unit 2)

An employee's seniority shall date from his/her most recent hire. A new employee's seniority for all purposes shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire.

Seniority Groups

Group 1

BHT
BHS

Group 2

Unit Clerk
Program Assistant
Administrative Assistant
Switchboard Operator

Group 3

All other bargaining unit classifications will be considered individual separate groups for purposes of this Article.

Section 12.3 – Loss of Seniority

An employee's seniority (both Retreat and Job Classification) shall be lost when he/she:

- a. Terminates voluntarily (resignation);
- b. Is discharged;
- c. Retires;
- d. Transfers to a position outside the bargaining unit and remains in that position for one year or longer (job classification seniority only);
- e. Is laid off or is absent for any reason not specifically allowed by this Agreement for a period of one (1) year;
- f. Refuses or fails to report to work within ten (10) days following delivery of recall notice by-certified mail;
- g. Is absent for three (3) consecutive days without notification to the Retreat unless it is physically impossible to do so;

- h. Fails to return to work after expiration of a leave of absence without express written permission of the Head of Human Resources;
- i. Accepts external employment while on leave of absence without prior approval of the Head of Human Resources.

An employee who resigned with appropriate notice after at least two years continuous benefits-eligible employment may be reinstated in accordance with the following provided that he/she is rehired into a benefit-eligible position within six months of resignation:

- a. The employee's previous date of hire shall continue to be used for purposes of determining seniority.
- b. For purposes of earned time accrual and tuition reimbursement, the employee will be credited with all prior periods of benefits-eligible employment since their previous date of hire.
- c. The employee will be eligible for insurance benefits without the usual waiting period.
- d. Consistent with BRISA requirements, prior employment will be used in determining eligibility for the Retreat's Retirement benefit.
- e. The employee has immediate access to earned time as it is accrued.

An employee who has been in a benefits-eligible position for two or more continuous years, and who transfers to per diem or other non-benefits-eligible position, but returns to a benefits-eligible position without terminating employment, will also be eligible for the benefits outlined above in accordance with the plan eligibility requirements.

The Union shall be notified in writing of all layoffs at least one week prior to implementation.

Section 12.4 – Layoffs and Recall

If a reduction in force requiring a layoff of bargaining unit members becomes necessary, the parties shall meet to confer about the procedure to be followed. If no agreement is reached during such conference, bargaining unit employees in the affected program and shift will be laid off in the following order once temporary positions have been eliminated.

Probationary – Part-Time, regular part-time, and full-time in inverse order of seniority. Non-probationary regular employees who are laid off may opt to be placed on per diem status.

Therapist – For the purpose of layoff only, Therapists shall accrue or continue to accrue seniority in the classification of their discipline (Social Worker, RN, and Psychologist). In the event of a layoff, Therapists may exercise their seniority and bumping rights in either classification (therapist or classification of discipline). Similarly, a laid off RN or Social Worker who possesses the required qualifications for a Therapist position, may exercise seniority and bumping rights over a less senior Therapist.

Per Diem – Employees on layoff shall receive first priority over any per diem for work opportunities within their job classification. To this end, laid off employees by seniority shall be offered first opportunity to work any per diem hours scheduled or unscheduled provided that the laid

off employee designates his or her availability for days, shifts and programs as required by the Retreat and the hours requested do not exceed their scheduled hours at time of layoff.

Section 12.5 – Displacement Rights

Section 12.5.1 – Bumping

In the event a non-probationary employee is scheduled to be laid off, the affected employee must bump the most junior employee on his/her shift in his/her seniority group who has the same number of regularly scheduled hours as the laid off employee, provided he/she is senior to the employee bumped and possesses the prerequisite capabilities as established by the Retreat to perform the job.

If there is no such junior employee the laid off employee may bump (a) the most junior employee on his/her shift in same job classification (Unit 1) same seniority group (Unit 2) or (b) bump the most junior employee in his/her seniority group on either of the other two shifts who has the same number of scheduled hours as the laid off employee, provided he/she is senior to the employee bumped and possesses the prerequisite capabilities as established by the Retreat to perform the job.

If the laid off employee cannot exercise bumping rights under the above, he/she must bump the most junior in his/her seniority group on the other two shifts regardless of scheduled hours, provided he/she is senior to the employee bumped and possesses the prerequisite capabilities as established by the Retreat to perform the job.

Unit 2 only – An affected employee may bump, at the beginning of the bumping process, into another job classification within their seniority group or into another job classification that the employee held with the Employer in the three (3) years prior to the layoff.

In the event of multiple layoffs, when more than one employee in the same seniority group and shift are laid off, choices of bumping will be exercised by seniority. The most senior of the affected employees will choose first which of the junior employees among those subject to bumping he or she will bump. The next most senior affected employee will then choose.

Rights of employees bumped - An employee bumped by an employee designated for layoff will have the same bumping rights as the laid off employee. However, any employee bumped by an employee who was bumped by a laid off employee may only bump the most junior in his/her seniority group regardless of shift, provided he/she is senior to the employee bumped and possess the prerequisite capabilities as established by the Retreat to perform the job or accept layoff.

Section 12.5.2 – Laid Off and Bumped Employees Rights to Vacancies at Time of Layoff

At the time such an employee exercises bumping rights in accordance with Section 13.5 (A.), a vacancy (ies) shall be handled as follows:

1. A laid off employee(s) may choose to fill any vacant position within his/her seniority group rather than bump. A laid off employee (s) shall have priority over all other employees for such positions.
2. A bumped employee(s) exercising bumping rights must take the vacancy rather than bump another employee if the vacancy has the same number of hours, is in the same job classification or seniority group, and is on the same shift as the employee he/she would bump.
3. In the event that there are multiple employees with the same number of hours on the same shift exercising bumping rights, the "pool" of bumping options shall be filled as follows:

- a. Vacancies with the same number of hours on the same shift.
- b. Starting with the least senior employee with the same number of hours on the same shift (if any) and progressing up the seniority list until either there are no other less senior employees with the same number of hours on the same shift or the number of positions in the pool equals the number of employees exercising bumping rights.

Section 12.6 – Recall

Laid off employees eligible for recall shall have the right to bid on any vacancies while they remain eligible for recall. Laid off probationary employees have no recall rights. The laid off employee(s) shall receive the same consideration as any other employee in accordance with Article 13.2 of the Agreement.

Employees on layoff shall not be denied further consideration for recall (reemployment) by declining to accept reemployment to a position on a different shift or position with different weekly hours from which they were laid off.

Employees will be notified of vacancies by certified mail and must apply for such positions in accordance with Article XIII.

All recall rights shall be extinguished after one (1) year of layoff.

Section 12.7 – Severance & Benefits

Employees who have at least one year of hospital seniority and are laid off shall be offered COBRA continuation rights. If the employee enrolls in COBRA health insurance coverage, for the first three months of COBRA coverage, the employee shall pay a premium that is equivalent to the employee premium for equivalent non-COBRA health insurance in effect at the time of COBRA enrollment. During this three-month period, the Retreat will pay the balance of the COBRA health insurance premium. After 3 months of coverage, the employee will pay the entire COBRA health insurance premium.

An employee may waive recall rights at the time of layoff. An employee who waives recall rights shall not be eligible for per diem status and shall become eligible for severance pay equal to one week of pay for each year of service. This severance payment is limited to one time only (i.e., an employee who is laid off two times only gets severance for the years since the last layoff; not total years of service).

Section 12.8 – Seniority Lists

The Retreat shall furnish a copy of the seniority lists to the Union, within ninety (90) days of the effective date of this Agreement; and, thereafter, before the first day of May in each year. Seniority lists shall include the name and the date of hire or transfer of each employee on this list.

Section 12.9 – Seniority for Licensed Personnel

Employees who are hired contingent upon passing a state licensure exam will not acquire either job classification seniority or Retreat seniority until they have successfully passed their licensure examinations. At that time, their seniority will relate back to their date of hire in the position in question. Employees who are transferred contingent upon passing a licensure exam will not acquire job

classification seniority until they have successfully passed their licensure examinations. At that time their job classification seniority will relate back to their date of transfer.

ARTICLE XIII **Filling of Vacancies**

Section 13.1 – Posting

Vacancies which are to be filled in positions within the bargaining unit shall be posted in appropriate locations including the Retreat Bulletin Board near the entrance to the cafeteria. The posting shall set forth the date of posting, the shift, hours to be worked, unit and pay grade. A more detailed description of the duties of the job and the qualifications required shall be available in the Human Resources Department. Posted positions will remain posted for a period of seven (7) calendar days.

Section 13.2 – Application and Selection

During the posting, employees who are interested in said positions may apply by submitting an application through ADP. Following the close of the posting period, the position shall be filled with the most qualified applicant. Qualifications shall be defined as experience, training, education, ability and previous employment record. If qualifications are relatively equal, then job classification seniority shall govern.

Transfer Requests: Bargaining unit employees with less than 12 months of service at Retreat shall not be entitled to bid on or accept a new position. Bargaining unit employees with more than 12 months of service who bid on and accept a different position (i.e. shift, unit, classification, etc.) must remain in the new position for a minimum of 6 months (not including orientation) prior to bidding on a different position and/or requesting a change in their position unless:

- i. Employer Option: management believes that the employee continuing in that position would not be in the Employer's or the Employee's interest;
Or
- ii. Employee Option: the employee requests the change for compelling family or personal reasons.

Outside applicants will not be offered employment if any qualified current employee applies for and accepts a position. **(Unit 1 only-**When no internal or external candidate for a posted position is found to be qualified for the position, the Retreat will honor the transfer request of the most senior non-probationary bargaining unit member who possesses the necessary education and/or licensure). In transfers of equal status within a program including a change in hours and/or shifts, candidates shall be considered qualified.

An employee not selected to fill a vacancy for which he/she has applied for shall, upon request, be given the reason(s).

A transfer under this Article shall be filled as expeditiously as possible and no later than within sixty (60) days. The Union President shall be furnished with a copy of any job postings at the time they are posted.

Probationary per diem/substitute employees may bid on and fill posted positions. However, such probationary per diem employees shall serve a probationary period in the new position that is the remainder of that employee's original nine- (9) month probationary period, but in no event shall the new probationary period be less than three (3) months in duration.

ARTICLE XIV

Hours of Work

Section 14.1 – Work Week

The regular workweek for full-time eight-hour (8) shift employees is forty (40) hours, equaling five (5) eight hour (8) shifts. The regular workweek for full-time, twelve-hour (12) shift employees is thirty-six (36) hours equaling three (3) shifts per week. The workweek is defined as seven (7) consecutive days beginning the first full shift on Sunday. The regular schedule for full-time employees shall include two (2) days off per workweek, exclusive of overtime. The normal work day consists of twenty-four (24) consecutive hours commencing at the beginning of day shift.

The current basic shifts are as follows:

The day shift shall be any shift commencing on or after 7:00 a.m. and ending on or before 7:30 p.m.

The evening shift shall be any shift commencing on or after 1:00 p.m. and ending on or before 11:30 p.m., with a majority of hours worked after 3:00 p.m. Any employee who works four or more hours on any given shift shall be eligible for that shift's differential for those hours.

The night shift shall be any shift commencing on or after 7:00 p.m. and ending on or before 7:30 a.m. with a majority of hours worked after 11:00 p.m. Any employee who works four or more hours on any given shift shall be eligible for that shift's differential for those hours.

Employees may be assigned to work schedules other than as set forth above by the mutual written consent of the employee and the Retreat or where a new hire has been employed to work a shift, schedule and/or assignment that differs from those set forth above.

Section 14.2 – Meal Breaks, Rest Breaks and Special Circumstances

A. 12-Hour Shifts

Meal Breaks for 12-hour shifts will consist of one unpaid 30-minute meal break and two paid 15-minute rest breaks per shift. Meal and/or rest breaks may be combined with approval from the charge nurse in collaboration with the clinical manager based on patient acuity, skill mix and staffing for the shift. In the event that the 30-minute meal break and the two rests breaks cannot be combined, there will be an option to take a 30-minute unpaid meal break and a 30 minute paid rest break separately during the shift contingent upon approval from the charge nurse in collaboration with the clinical manager based on patient acuity, skill mix and staffing for the shift. For mini shifts of 4 or 6 hours, one 15-minute paid break will be provided.

B. 8-Hour Shifts

Employees scheduled to work to work a shift of six (6) hours or more, or two consecutive six (6) hour shifts, will be entitled to a one-half hour unpaid meal period for each shift. The one-half hour unpaid meal period shall be scheduled first considering patient care needs and then employee preference.

Paid rest periods of a maximum of fifteen (15) minutes shall be given by the hospital in each one-half (4 hour) tour of duty. Notwithstanding any previous agreements or practices, no additional payment will be made to staff that miss one or more of these breaks with the following exception.

C. Special Circumstances

Management is willing to be flexible in assigning meal and break times including the ability to combine meal and rest breaks into a single break at any time during the shift. It is understood that individual program managers/supervisors will solely determine when and if such flexibility can occur. Further, management in no way guarantees that such practice will continue. The union agrees that such practices are not guaranteed, that not all individuals are guaranteed this flexibility and that not all programs can or will schedule in the same manner. Management will not exercise this flexibility in an unreasonable manner. This flexibility agreement and/or the Retreat's exercise of its judgment hereunder is not grievable.

Section 14.3 – Regular Assignment

An employee's present assignment (program, shift, hours of work) shall be considered his/her normal assignment. An employee's normal assignment may only be permanently altered as hereinafter provided or as otherwise provided for elsewhere in this Agreement.

Section 14.4 – Work Schedules

Section 14.4.1 – Tentative Schedules

A tentative work schedule for Registered Nurses, Licensed Practical Nurses and Behavioral Health Techs on inpatient units and Switchboard Operators shall be posted at least twenty-eight (28) days in advance of the first day the schedule is to become effective. The specific work schedule shall cover a period of at least four (4) weeks. Such schedules shall be posted in permanent form at least fourteen (14) days in advance of the first day on which the schedule is to become effective. The posting of a schedule is not a guarantee of work. Once the permanent schedule has been posted, no alteration shall be made thereto except as hereinafter provided or in emergency situations or by mutual agreement.

Section 14.4.2 – Availability to Work

During the schedule build, staff available to work extra hours will submit their availability to the schedulers. Extra hours will be assigned as follows:

By descending seniority:

- Per diems at straight time;
- On the unit at straight time rate;
- Retreat wide at straight time rate;
- On the unit at 1.5 times the base rate;
- Retreat wide, and per diems at 1.5 times the base rate.

Section 14.4.3 – Unfilled Shifts

When the permanent schedule has been posted, fourteen (14) days in advance of the first day on which the schedule is to be effective, all remaining open shifts will be offered on a first come first served basis.

Shifts to which premium pay is assigned will be offered to all staff concurrently.

Section 14.4 – Change in Regular Work Schedules and Assignments

During the life of this Agreement it may be necessary for the Retreat to change permanently the regular shifts, assignment to departments, units, programs or shifts, and/or hours of shifts as they existed at the time this Agreement was executed. No such changes will be made without prior consultation and discussions with the Union. In addition, except in the case of layoff or emergencies, 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 department or unit, job classification seniority will apply in selecting those employees who will be affected by the change. The Retreat's right to make such changes is further limited by the following:

1. Any changes in an employee's shift hours will be limited to hours falling within the definition of shifts in this Article.
2. The Employer will not use its right hereunder to move a single employee from one shift to another unless the employee's position has been eliminated and then only in accordance with Article XIII of this Agreement.

Section 14.5 – Changes in Base Schedule

“Base Schedule” is defined as the recurring regularly scheduled days a staff member is required to work. When an imbalance occurs regarding staffs base schedules:

1. The clinical manager will notify the employees on the unit and discuss with the union the scheduling imbalance. The clinical manager will solicit input to identify solutions.
2. If no solution is identified, the clinical manager will identify potential staff based on the patient safety needs of the unit and solicit a volunteer. If more than one volunteer is identified, the most senior staff member will be chosen.
3. If Steps 1 and 2 don't successfully resolve the scheduling imbalance, the Clinical Manager will give 30 days' notice to the least senior staff member from the group identified in step 2 that their base schedule will change.

Section 14.6 – Weekends

Full-time and part-time employees may be required to work weekends. The Retreat will continue its present policy of endeavoring to grant at least every other weekend off. The Retreat will not schedule employees, except employees hired to work more weekends, to work more than twenty-four (24) weekends per calendar year, unless an employee requests or chooses to work more.

Weekend Bonus for Inpatient Staff with 12-Hour Schedules

The Weekend Bonus for eligible inpatient staff with 12-hour schedules will be \$75.00 pro-rated for any shifts less than 12 hours i.e., the bonus for an 8 hour-shift will be \$50 and the bonus for a 4 hour shift will be \$25. Staff should code eligible shifts as .5 for each 4-hour block, therefore .5 for a 4-hour weekend shift; 1.0 for an 8-hour weekend shift; and 1.5 for a 12-hour weekend shift.

For the Duration of this Contract the Parties Agree as Follows:

The following Behavioral Health Techs have committed to work a base schedule that includes at least 16 weekend hours in every weekend. As long as they continue to work 16 weekend hours in every weekend, these employees shall receive a weekend-only premium of \$2.00 per hour for every hour worked in addition to the standard weekend differentials. The 24-hour weekend criteria has to be met to qualify for this differential. No new participants will be admitted into this pay program.

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The weekend-only premium shall be paid as a lump sum in each pay period in which these employees have worked 16 weekend hours in every work week.

Section 14.7 – Switching Assignments

Employees may agree to switch a scheduled single day or weekend, provided (1) that they are switching with a person who is in the same seniority group; (2) that the change does not otherwise affect their schedules; (3) that the change does not result in either employee working overtime; and (4) that the prior approval of the immediate supervisor is obtained.

Employees may also switch assignments of equal hours on a temporary basis for up to three months. Requests are made by completing an Agreement to Temporarily Trade Positions Form, which must be authorized by the Retreat and the Union. The pay rate, accrual time and insurance benefits will not be affected in any way by this exchange. Vacation/time off requests will not be affected by this change. New vacation/time off requests will be given the same consideration as if the trade had not taken place. This agreement is not renewable.

Employees temporarily trading positions may apply for any open position within the Retreat and, if accepted, their position will be posted. The employee who traded jobs will then immediately need to return to his/her original position. If one of the parties decided to discontinue the agreement before the end of the stated term, the supervisors and the staff in the agreement will discuss this request. After a request to stop, incumbents are expected to work at least two weeks to allow for rescheduling.

Inpatient staff will maintain their normal work schedules on holidays. If staff wish to exchange holiday coverage with a coworker they may do so provided both parties submit a Shift Swap Form to the Staffing Coordinator who will confirm or deny that the swap is possible based on acuity and needed skill sets.

Section 14.8 – Non-Standard Hours of Work

Nothing contained in this Article shall prohibit the parties from developing non-standard hours of work, such as flex hour programs.

Section 14.9 – Pay Day

The Retreat will not change the current pay day and/or pay period in effect at the time of this Agreement unless: (1) thirty (30) day advance notice is provided; and (2) the change applies to all Retreat employees; and (3) the Union is afforded the opportunity to discuss such changes with the Retreat prior to its implementation.

Section 14.10 – Voluntary On-Call System

1. For each shift there shall be a minimum of two on-call slots for RNs and two for BHTs. A minimum of one RN slot and one BHT slot would be designated to cover Adult Units, and one

RN slot and one BHT lot would be designated to cover Child and Adolescent Units (including residential). Staff may indicate their unit preferences when they sign up for on call, and schedulers will make their best efforts to accommodate those preferences. An LPN may sign up for either RN or BHT slots.

2. By signing up for on-call slots, the employee agrees to be reachable by telephone for two hours before the shift begins and one hour after the shift begins. On call staff are waiting to be engaged, and therefore are free to engage in other activities as long as they are capable of responding to the call within 10 minutes and being on site within 60.
3. Compensation for being on call will be \$20 per 3-hour period for BHTs; \$25 per 3 hour period for LPNs and \$30 per 3 hour period for RNs.
4. If called in to work, the on-call staff member will be paid 1.5 times their base salary for all hours worked.
5. On-call staff may not be mandated at the end of their shift.
6. On-call slots are available to all staff on a first-come, first served basis.
7. No cancellation – If a staff member picks up an open shift, that person cannot be cancelled in order to assign the shift to an on-call person. The staff member who picked up the shift could be cancelled if the need for coverage changes in a manner consistent with current procedures.
8. On call staff will be redeployed after volunteers and floats.
9. The On-Call calendar shall be visible on iConnect to all employees through the schedule period.

Section 14.11 – Mandatory Overtime

Section 14.11.1 – Mandatory Overtime Procedure

Effective upon the ratification of this Agreement the parties agree to implement the following Mandatory Overtime Procedure:

Mandatory extra hours shall only be used as a last resort, and only after a comprehensive search for volunteers has failed to fill the hours to be mandated. A comprehensive search for volunteers shall be accomplished as described in Section 14.4.

If there are still hours that need coverage, after the process described in 14.4, then those hours may be mandated, in accordance with the mandate sheets on each unit.

If the person at the top of the mandate list chooses, that person may seek volunteers from employees who are currently on site working or use their quarterly refusal.

The person at the top of the mandate list may:

- Work the mandate; or
- Find a volunteer from staff currently working on site; or
- Use their quarterly refusal.

Any person mandated because the person ahead of them on the mandate list uses their quarterly refusal, may:

- Work the mandate; or
- Find a volunteer from staff currently working on site; or
- Find a volunteer who agrees to come in from home; or
- Use their quarterly refusal.

A volunteer currently on site working who agrees to pick up the shift shall be paid at the mandate rate of pay. A volunteer who agrees to come in from home shall be paid 1.5 times.

Mandation sheets for each shift will be maintained in staffing notebooks or electronically on each unit. It is the responsibility of the mandated employee to log the mandate. In compliance with the employer's general rights to staff and manage the Retreat, nurse managers will audit the staffing notebooks regularly to ensure that the burden of mandate is spread evenly among the unit staff. If audits demonstrated that the burden of mandate is spread unevenly, management may begin administration of the mandate rotation.

In the event of a staffing emergency, a staff member agrees to voluntarily pick up an extra shift either while working on-site or coming in from home that staff member cannot be mandated at the end of that shift even if the individual is next on the mandate list.

This provision does NOT apply to picking up extra shifts that are posted on ADP and scheduled.

Section 14.11.2 – Temporary Mandation Protection

If an employee has a specific and temporary medical condition preventing him/her from working beyond his/her regular shift and provides a physician's certification temporarily restricting them from doing so, they shall not be scheduled or mandated to work beyond their regular shift. However, the Employer retains the right to require the employee's physician to provide additional information to the Retreat's Medical Director and it may also require an independent medical review to validate the condition and its limitations and the necessity of this particular accommodation. Such restrictions and medical certification shall be reviewed at the end of the medical certification period not to exceed ninety days or sooner if the Employer has reason to believe the employee's condition has changed. The Retreat will not continue such restriction beyond ninety days unless such accommodation under the facts and circumstances is required by law.

The employer will provide a list of all staff covered by Temporary Mandation Protection and monthly totals for each inpatient unit and residential of mandates, call outs, variances, buy backs and acuity shifts to both union presidents. These will be provided by the 5th day after the close of each quarter for the previous quarter.

Staff can be mandated once in 48 hours.

No employee will be mandated to work overtime more than 12 times per calendar year with the understanding that an employee may decline mandatory overtime without penalty once per quarter. At no point may an individual employee be mandated more than 3 times in any given calendar month. The assigning of a mandatory overtime shift and an employee's declining of that shift will not count as one of the employee's annual or monthly occurrences of his/her caps. If an employee who reaches his or her annual or monthly cap notifies management that they have reached their cap and they desire to be released, the employee shall be released as requested. It will then be management's responsibility to resolve the situation.

Section 14.11.3 – Mandatory Overtime Pay

Mandated extra hours will be paid at a premium rate of two (2) times the employee's base rate of pay. The employee must work their next scheduled shift to be eligible for premium pay. Employees who are mandated to work, and request, of their staffing coordinator or other Retreat designee, to have their next shift off and a replacement is found, will receive this premium pay for hours worked

as mandated. Efforts will be made to keep mandate hours to a minimum, and efforts will be made to not only ask staff to stay after their shift, but also ask staff to come in earlier than the scheduled start of their shift. Mandatory shifts shall not exceed eight (8) consecutive hours per occurrence. In no circumstances will an employee be required to work more than sixteen (16) consecutive hours.

Section 14.11.4 – Splitting the Mandate

A mandated employee may find a qualified coworker to work part of the mandated shift and the mandated employee and co-worker shall each receive double time for hours worked, but only the employee who works the longer duration shall receive credit for having "worked a mandate" and shall be moved to the bottom of the mandate list. If the two employees split the shift equally neither shall be deemed to have "worked the mandate" and the employee coming in to cover will retain their position in the mandate rotation.

Section 14.12 – Reassignment (Unit 1 Only)

Management has a right to reassign an employee to a position vacated by another employee after prior consultation with the union, thirty (30) days written notice to the Union and the employee, and consistent with the applicable provisions of this agreement.

The reassigned employee must be the least senior qualified employee on the unit and shift.

Management may not require the reassigned employee to change his or her regular weekly hours.

If the regular weekly hours to which the employee is reassigned is greater than the employee's regular weekly hours, the additional hours will be filled by posting the hours in accordance with Article XIII.

If the regular weekly hours to which the employee is reassigned is less than the employee's regular weekly hours, the employee will retain the balance of his/her hours on the Unit from which they are reassigned.

The regular weekly hours from which the employee is reassigned shall be the hours that are eliminated.

Once an employee is reassigned, the hours from which they were assigned will not be filled in any manner. Except that in the event a program is expanded or a new program is created, regular weekly hours may be filled on a temporary basis using per diems, float and extra hours until the end of a temporary trial period not to exceed six (6) months.

Vacation requests that have been approved will be honored regardless of the reassignment.

Section 14.13 – Redeployment

An employee may only be mandated to his/her unit. More specifically, an employee may not be redeployed to another unit and then mandated on the unit to which the employee was redeployed. This paragraph does not apply to per diem and float staff.

When the Hospital determines that staff from an affected unit can be redeployed to meet the clinical needs on another unit on duty staff on the affected unit with at least three months of service with the Retreat will be redeployed to the unit needing staff in the following order:

- a. Volunteers
- b. *Floats
- c. +Contract ("traveler") RNs, LPNs and BHTs

- d. *Per diems
- e. *Staff working extra shifts
- f. Regular staff working according to the rotation. A list will be kept on all units and maintained by each redeployed employee.

*In the rare case when there are 2 or more staff in these categories are involved, the less senior employee shall be deployed. Regular benefitted workers shall log any redeployment in their home unit log.

+Any redeployment of traveler RNs would be subject to Nursing Management's discretionary confirmation that such traveler RN is capable of performing on the unit to which he or she would be redeployed.

All patient care staff (RNs, LPNs and BHTs) will participate in the redeployment process. Patient care staff will receive redeployment refusals based on seniority as follows:

- 1-5 years of seniority: 1 refusal per quarter
- 5 years plus 1 day of seniority to 10 years of seniority: 2 refusals per quarter
- 10 years plus 1 day of seniority to 15 years of seniority: 3 refusals per quarter
- 15 years plus one day or more years of seniority: 4 refusals per quarter

Redeployment refusals expire at the end of the quarter if not used. New redeployment refusals are granted on the first day of each calendar quarter (January 1, April 1, July 1 and October 1). If all available staff on a unit use their refusal, the person with the least seniority will be expected to redeploy and their refusal will be returned to their quarterly balance.

Prior to redeployment the staff will be oriented to such unit.

Staff members redeployed members redeployed for a shift or a portion thereof shall receive a differential of \$1.15/hour for each hour of redeployment.

Staff in preceptor roles would go to the bottom of the redeployment list in order to maintain stability during the learning/orientation experience of a new hire.

Section 14.14 Float Pool and Differential

The Retreat shall maintain a permanent float pool. The float pool shall be comprised of RNs, LPNs and BHTs with no home base unit and who are designated and regularly scheduled to report for assignments on various units. Such employees may be floated to a unit for an entire shift or for a portion of a shift. If assigned to a particular unit for a portion of a shift, they may be floated to different unit or units for the remainder of the shift.

The wage differentials for float assignments are as follows:

- RNs who are designated in their personnel record as dedicated float RNs shall receive a float differential of \$3.00/hr. above the regular RN hourly rate for all hours spent in the float pool.
- LPNs who are designated in their personnel record as dedicated float LPNs and work in their capacity of LPN shall receive a float differential of \$2.25/hr. above the regular LPN hourly rate for all hours spent in the float pool.
- BHTs who are designated in their personnel record as dedicated float BHTs shall receive a float differential of \$1.50/hr. above their regular BHT hourly rate for all hours spent in the float pool.

- Inpatient Social Workers who are designated in their personnel record as dedicated Float Social Worker and work in their capacity as Social Worker shall receive a float differential of \$1.50/hr. above their regular Social Worker hourly rate for all hours spent as a float Social Worker

ARTICLE XV

Overtime

Section 15.1

Overtime is time worked by non-exempt employees in excess of forty (40) hours in one workweek. Paid time off such as vacation, sick, personal and holiday time does not count toward the determination of hours worked for overtime purposes. There shall be no pyramiding or duplication of overtime or premium pay in the computation of overtime or premium pay under the provisions of this agreement.

Section 15.2

Overtime may not be worked without prior authorization of the employee's supervisor. Employees shall work required overtime.

Section 15.3

The following is a list of positions and their exempt status in Unit-I:

Position Title	Exempt (E)/Non-exempt (N)*
Addiction Counselor I	E
Addiction Counselor II	E
Occupational Therapist	E
Pharmacist	E
Post Masters Clinical Fellow in Social Work	E
RN Case Manager	N
RN Child Adolescent Coordinator	N
RN Staff	N
Social Work Lead/Therapist III	N
Social Worker/Therapist I Outpatient	E
Social Worker/Therapist II Outpatient	E
Social Worker-Therapist I	N
Social Worker-Therapist II	N
SW Clinical Lead/Therapist III Outpatient	E
Therapist Program Senior	E

*per diem employees in a position that is exempt for regular employees ARE NOT exempt.

Article XVI

Earned Time

The Brattleboro Retreat will provide Earned Time to all benefits eligible employees (employees regularly scheduled to work 24 hours or more per week) to allow employees to accumulate and use time off for vacation, holiday, sickness and other personal reasons. The Retreat may require verification of illness, injury or healthcare appointment and the employee's date for return to work.

Section 16.1 Accrual

The total amount of Earned Time accrued is based on position and length of service in a regular benefits-eligible position as follows:

	After Five Continuous Years	Before Five Continuous Years
Annualized Earned Time	34 Days 272 Hours	29 Days 232 Hours
Accrual Rate	.1308 per hour worked	.1115 per hour worked
Maximum in Weekly Accrual	5.23 hours	4.46 hours

Earned time is accrued based on hours actually paid, up to a maximum of forty hours. Accrual begins with the date of benefits- eligible hire but employees are not eligible to use Earned Time pay until the completion of four months.

The maximum accrual of Earned Time is one and one-half times the annual Earned Time eligibility. After reaching maximum accruals, no further Earned Time will accumulate until after the employee has taken and/or been paid for time off. In rare instances, an employee may request a temporary override of the maximum accrual when the Department head has been unable to allow them to use Earned Time due to the Retreat's needs. The Operating Vice President and the Head of Human Resources must approve this override.

Employees do not accrue Earned Time during a pay period in which they receive no pay, or when ineligible because of short-term disability or Workers Compensation leave.

Section 16.2 – Scheduling

Employees are responsible for managing their Earned Time, recognizing that requests for time off are subject to approval by the manager. Managers are not obligated to approve more time off than an employee has accumulated through our Earned Time program. The employee's earned time bank cannot go into a negative balance. Careful planning is recommended to ensure that sufficient time is accumulated for observed holidays, planned vacations, unexpected illnesses, and other personal needs, and that accruals are not close to the maximum allowed. The Retreat may require verification of illness, injury or healthcare appointment and the employee's date for return to work.

Section 16.3 – Use of Time

In order to be paid Earned Time, the employee must submit a Time Off Request.

Employees must notify their supervisor as early as possible if they will be out sick. For dayshift employees the minimum notification time is one hour prior to shift, for evening and nightshift employees the minimum notification time is two hours prior to the start of the shift. Employees

may use earned time to attend to the needs of dependents that are injured or ill. The Retreat may require verification of the injury/illness.

Employees are allowed to donate up to forty (40) hours of Earned Time (or frozen sick time) to a co-worker who is suffering from a serious health condition (as defined by federal FMLA standards). Such ill or injured employee may only receive an aggregate of paid time covering work missed during ninety (90) calendar days, including exhaustion of all frozen sick time and Earned Time accrued by the ill employee.

Holidays will automatically pay in the pay period they fall.

It is the employee's choice whether to request earned time for the Retreat recognized holidays or others that are more meaningful to the employees. Retreat recognized holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the employee's Birthday. Holidays are observed commencing 11:00 p.m. the day before the holiday and ending 10:59 p.m. the day of the holiday. For salaried employees, if a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the Monday immediately following. If an employee works in an area of the Retreat that is closed for the recognized holiday, the employee may choose to use earned time, unpaid time or alternate work time as approved by their supervisor and the Head of Human Resources.

Staffing schedules for holidays shall be prepared following the posting of vacation schedules. Subject to patient care requirements and staffing needs, in any two-year period, full time and regular part time employees shall not be required to work any of the following holidays two years in a row; Thanksgiving, Christmas and New Year's Day, unless the employee agrees to the contrary.

Notwithstanding the language above, in those units where alternate holiday scheduling practices exist and are mutually acceptable among the Union and the Administration, those practices may be ended by notice from Retreat or Union prior to the beginning of the calendar year.

All hourly employees who work on any of the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, will receive a premium hourly rate of one and one half (1 1/2) times their base hourly rate for each hour worked on that holiday.

Subject to patient care requirements, the Retreat shall endeavor to grant each employee at least two (2) continuous weeks off between September and June, or two non- continuous weeks off between June and September, providing the employee has two or more weeks of earned time accrued.

All vacations must be approved by the employee's immediate supervisor and shall be subject to staffing requirements and patient care needs. Employees shall designate their requests for vacations on vacation schedules that will be provided:

- a. From December 16 - January 15 for the vacation period March - April – May;
- b. From March 16 - April 15 for the vacation period June - July – August;
- c. From June 16 - July 15 for the vacation period September- October- November; and,
- d. From September 16 - October 15 for the vacation period December - January – February.

RN vacation requests will be based on Retreat-wide (e.g., date of hire) seniority on a unit-by- unit basis. Units are defined as Osgood I, II, and III, Tyler I, II, III, & IV, Linden, Residential and Floats. Supervisors will discuss any conflicts with employees choosing the same dates with the employees involved and if the conflict is not resolved, Retreat-wide seniority will be determinative. Requests for full weeks will be given preference over requests for individual days. Notification of approval or

denial of requested time off for up to two continuous weeks will be given within 7 days following the quarter in which they were applied for. Any requests made after the close of the posting and/or employee requests to change vacations will not take precedence over vacations already approved during the posting period. Employee requests made after the posting period has closed will be scheduled according to operational needs and conflicts between employee requests will be resolved on a first come, first served basis, consistent with operational needs.

Once the permanent work schedule is posted, as described in Article 14.4, an employee will automatically be granted earned time during the scheduled period if they have found coverage for that time.

Section 16.4 – Payment

Earned Time is paid at the base hourly rate and does not include differentials.

Earned Time must be taken in order to receive payment, except as indicated in Section 5, on Earned Time Cash Out requests.

Employees who terminate, either voluntarily or involuntarily, will be paid accrued Earned Time.

Section 16.5 – Earned Time Cash-Out Requests

Earned time cash outs will be administered according to currently applicable Internal Revenue Service regulations.

The employee's Earned Time bank cannot go below 80 hours (for full time employees), 40 hours (for part time employees), or 24 hours) when cash out is processed. Cash out requests that would take the earned time balance below the minimum stated hours will not be paid. The cash out rate is 100% (number of hours cashed out times the employee's regular base rate).

Maximum earned time accrual is 1.5 times the employee's yearly accrual. For example: a full-time employee, after five years of continuous benefits - eligible service can accrue a maximum of 51 days (408 hours). Upon reaching the maximum accrual, no more time will be accrued until earned time is used.

Section 16.6 – Accrued Sick Time

Any regular employee hired before 12/17/98 who had unused sick time had that time frozen and available for use after three consecutive days of absence. Employees may use frozen sick time to cover sickness due to bona fide injury or illness, or for necessary health care appointments for the employee or his or her dependents.

Section 16.7 – Attendance Standards

Regular attendance by employees is a critical element in our efforts to provide excellent care to our patients and an important requirement for every employee of the Brattleboro Retreat. Reassigning staff or revising schedules to accommodate absences puts a burden on all team members, a financial burden on the Retreat, and presents challenges to maintaining the highest quality of care.

The purpose of this policy is to set a minimum standard for attendance, detail how absences will be counted in regard to this policy, and to provide acknowledgement and incentive to those employees who exhibit outstanding performance.

Section 16.7.1 – Definitions

An absence is triggered when an employee misses two hours of work in a normal work day. An absence of multiple consecutive days due to the same illness, injury or other incident will be counted as one absence under this policy even if the absences happen on both sides of scheduled time off.

Unscheduled means any time not approved through the processes described in Article 16.2 and 16.3.

Scheduled means time away from work approved Section 16.2, 16.3 or Article XX.

Section 16.7.2 – Procedure

Employees are responsible for arriving at work on time for every scheduled shift. If an employee cannot arrive on time, they are responsible for notifying their work area as soon as possible, and providing an estimated arrival time.

Managers are responsible for monitoring and educating to employee attendance standards and applying this procedure uniformly.

Absences due to bereavement leave, workers compensation injuries or to illnesses or injuries which qualify under the Family and Medical Leave Act (FMLA) will not be counted as occurrences.

Absences are counted in a rolling twelve-month period.

Section 16.7.3 – Coaching

Four absences over a rolling 12-month period will trigger a coaching discussion between the employee and his/her direct supervisor. The purpose of the coaching discussion is to make the employee aware that he/she has been absent frequently enough to draw attention, to make certain that the employee understands the Attendance Standards and the consequences of violation, and to explore ways for the employee to improve his/her attendance. The coaching session will be documented in the manager's file, but will not be placed in the human resources file.

Until education days become part of an employee's regularly scheduled work Retreat-wide, absences in education will not count in the disciplinary process.

Section 16.7.4 – Discipline

Step 1 – Six absences over a rolling twelve-month period will result in a written warning and notification about the consequences of additional occurrences.

Step 2 – Seven absences over a rolling twelve-month period will result in a final written warning with a one-day suspension without pay.

Step 3 – Eight absences over a rolling twelve-month period will result in termination of employment.

Section 16.7.5 – Buybacks

Twice in every rolling 12-month period, an employee may avoid an absence (regardless of the number of days) as counting under this policy by working one weekend shift for which he would not otherwise be scheduled and for which the Retreat has a need. Such additional shift must be worked within three weeks of the absence. Generally, employees may not work such a weekend shift if doing so would result in overtime pay for the employee. However, full-time employees may work

such a weekend shift for overtime twice per calendar year under this policy, provided all other conditions are met. Employees using a weekend shift to buyback an absence will be awarded the weekend bonus, as long as that bonus program remains in place for all employees.

Section 16.7.6 – Special Considerations

Individual Cases - Management reserves the right to use its discretion in applying this policy under special or unique circumstances. Such circumstances might include consideration of an employee's long-term record of attendance as well as other mitigating or exacerbating factors.

No Call/No Show - In the event that an employee fails to notify the unit for which they are scheduled, that they will miss work and fails to report to work within two hours of their shift, they will be issued a final written warning. A second no call/no show may result in termination of employment, unless it is more than 18 months after the first. If more than 18 months has elapsed, the employee will receive a second Final Written Warning. In addition, any such absence will be counted as an occurrence under this policy, unless it is a protected absence under the FMLA.

Employees who are absent for three or more consecutive days without properly notifying the Retreat will be terminated.

Misrepresentation/Falsification - Although this policy treats absences on a "no fault" basis, it does not relieve employees of their duty to communicate honestly with the Brattleboro Retreat. Therefore, the Retreat reserves the right to take disciplinary action up to and including termination in cases involving misrepresentation or falsification by an employee regarding the reason for or the conditions surrounding an absence.

Section 16.7.7 – Outstanding Attendance

To recognize the value of excellent attendance, the Retreat will award a perfect attendance bonus of \$250 in the pay period closest to July 15 to non-management employees who have perfect attendance from January 1-June 30, and a perfect attendance bonus of \$250 in the pay period closest to January 15 to non-management employees who have perfect attendance from July 1 through December 31. Similarly, the Retreat will award an excellent attendance bonus of \$125 in the pay period closest to July 15, to non-management employees with only one absence from January 1- June 30, and an excellent attendance bonus of \$125 in the pay period closest to January 15, to non-management employees who have only one absence from July 1- December 31. The amount of these awards may be changed from year to year.

Section 16.7.8 – Employee Records

The look back period for corrective actions related solely to attendance will be 12 months. Any discipline related solely to attendance that is older than 12 months will not be considered in evaluating employee conduct.

ARTICLE XVII

Wages

Section 17.A

The Parties agree to contract reopeners to negotiate wage increases for union members in June 2023, June 2024 and June 2025. Position grades and wage scales will be added as an addendum to the contract.

Section 17.B

Hiring Criteria

The RN hiring criteria to reflect a 1:1 ratio for nursing experience; 2:1 for LPN experience; 3:1 for any behavioral health experience outside of nursing.

Step Placement

Employees may be placed in the salary scale above the starting rate. The initial placement of an employee in the salary range up through Step 8 will be determined by the Retreat, based upon the employee's prior related experience and education. When the Head of Human Resources determines that an exceptional circumstance exists he/she shall first discuss the issue with the Union. The Union must respond within seventy- two (72) hours. If no agreement is reached and an employee is placed above step 8, the rate will be grievable and arbitrable. For the duration of this contract the wage scales in both contracts shall be used solely to determine the pay rates for new hires and for those who transfer to a position in a different pay grade.

Increased Pay Based on Promotion to Job in Higher Pay Grade

A BHT being promoted to BHS will receive an increase of 8% or \$1.50/hour whichever is greater.

A Social Worker I being promoted to a Social Worker II will be placed on the same step in the new grade as he/she is on in his/her current grade.

In all other cases whenever an employee is promoted to a job classification in a higher pay or salary grade the employee will move to highest of:

1. The entry rate for the new position;
2. A rate 8% higher than her or his current rate; or
3. The rate that she or he would have received if she or he had been an outside candidate. When utilizing this method, management will not make an offer above Step 10 without consultation and concurrence from the union.

Per Diem Bonus

Per diem employees may qualify for an annual bonus of \$500. To qualify he/she must

- Be employed by Retreat and
- Have worked at least 500 hours during the previous calendar year in a per diem status

The bonus becomes payable in the first payroll in January of each year.

ARTICLE XVIII **Differentials**

Eligibility

All inpatient staff working any hours on an established evening or night shift shall receive the appropriate shift differential listed below. All other employees working on an established evening or night shift shall receive the shift differential listed below provided they work greater than 50% of their hours on that shift.

Employees working an established evening or night shift shall receive the appropriate differential listed below.

- Day Shift will be 7am to 7:30 pm – no shift differential
- Evening Shift – This shift will no longer exist for 12 hour shifts however, staff who are regularly scheduled to work the evening shift as of September 19, 2021 will receive a grandfathered evening shift differential as long as they remain in a 12 hour shift position. The grandfathered differential will be \$20 per 12 hour day shift. Current evening staff who switch to nights will earn the night diff of \$4.25 per hour in lieu of the grandfathered differential of \$20 per shift.
- Night shift will be in effect from 7pm to 7:30am – the current night shift differential is unchanged at \$4.25 per hour.
- Weekend Shifts- For purposes of differentials, the weekend shifts for 12 hour shifts will run from Friday at 7pm through Monday at 7:30am.
- Swing Shifts – For shifts spanning day and night, the night differential will activate at 7pm. For Eight (8) Hour Shifts:

Evening	\$2.50 per hour
Night	\$4.25 per hour
Weekend	\$3.00 per hour
Weekend Evening	\$5.50 per hour
Weekend Night	\$7.25 per hour

Additionally, any RN not in a charge classification, but who fills as a Charge RN will receive the following differentials for hours worked in that capacity:

Additionally, any BHT not in a charge classification, but who fills as a BHT II, will receive the following differential for hours worked in that capacity:

Charge	\$1.50 per hour
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Any employee assigned to the ALSA will receive the following differential for hours worked in that area:

ALSA	\$1.75 per hour
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Preceptor Compensation

The Brattleboro Retreat recognizes the importance of formal on-the-job education. Therefore, it has created a program to train experienced registered nurses to serve as preceptors. Only those registered nurses who have received the Retreat's preceptor training, may serve as regular preceptors. The Retreat reserves the right to determine which eligible staff members will be assigned to serve as preceptors. Preceptors will be compensated as follows:

- Preceptor assignments will be temporary, lasting twelve (12) to sixteen (16) weeks
- Preceptors who complete an entire preceptor assignment will receive a lump-sum \$1000 bonus
- A registered nurse who serves as a substitute for the assigned preceptor will receive a differential of \$1.50 per hour for those hours spent serving in the preceptor role
- This substitute preceptor differential will be coded in ADP and verified by registered Nurse Manager

- Behavioral Health Specialists and Behavioral Health Techs who formally precept a new hire or trainee will receive \$1.50 per hour. Generally this would fall under the Behavioral Health Specialist as an inherent part of their role. However, in unusual situations this responsibility may be assigned to a BHT.

Criteria considered for Preceptor selection:

- Enjoy teaching/mentoring and coaching new nurses or student nurses
- Skilled communicator - manages conflict in a professional manner
- Can identify the stage of learning for a new RN to the unit versus a new graduate nurse (Benner's Theory of Learning)
- **Will** self-assess competencies (CBO) and be willing to obtain further education / training on topics where there are gaps
- Will attend the Professional Practice Workshop and preceptor training
- Is committed to the growth and development of newly hired RNs and newly graduated RNs

Inpatient Social Work

The Retreat and Union hereby acknowledge that a staffing emergency exists in the Inpatient Social Work Department. The Retreat has been unable to recruit staff or find contract labor to fill core social worker positions for the inpatient units. The Retreat intends to resolve this dilemma with more aggressive recruitment efforts, however until that time and not to exceed 90 days from February 20, 2022, the Retreat wishes to enact a 10% hourly emergency differential for inpatient social workers to recognize the extra casework being covered while recruitment proceeds.

ARTICLE XIX **Flexible Benefits Program**

Benefits

Section 19.1 – Health & Dental Insurance (Medical/Dental Plan Contribution)

Staff who work 12-hour shifts and whose regularly scheduled hours are at least 36 per week shall be treated as “full time” for purposes of health and dental insurance rates. All other benefit provisions in the CBA remain unchanged.

A. Effective January 1, 2023, the Employer will offer the same health and dental insurance options that were in effect in 2022.

B. (a) and (b):

Effective January 2, 2023, the employee contribution for health insurance for plan year 2023 will increase by 5% over the 2022 premium rates.

Effective January 2, 2023, the employee contribution for dental insurance for plan year 2023 will increase by 5% over the 2022 premium rates.

The Employer will continue to offer vision coverage as it did in 2022 with no increase in employee contribution rates and the Employer will continue to offer STD, LTD, ADD&D and Basic Life Insurance at no cost to employees.

- C. Regular full time and part time employees who are scheduled to work at least 24 hours per week shall be eligible to participate in the health plan.
- D. The parties agree to contract reopeners to negotiate employee contributions to health and dental insurance premiums prior to the open enrollment for plan years 2024 and 2025.

Section 19.2 – Retirement

1. For the duration this contract and in accordance with the terms of the 403b Plan document, on an annual basis, the employer will provide a match of \$.50 for every \$1.00 the employee contributes up to a maximum match of three percent of the employee's gross pay. The employer matching contributions will be made by April 15th following the plan year.
2. In addition, in accordance with the current plan, the Retreat may elect to make an additional discretionary contribution to each participant's plan.

Section 19.3 – Short Term Disability

All regular benefits eligible employees will be covered by an employer paid short-term disability policy. Employees are eligible to receive short-term disability benefits following the completion of four months of regular employment. This policy will, upon the carrier's approval of a claim, and following an elimination period of 7 calendar days, provide a disability benefit equal to 60% of the employee's regular base pay for up to 180 calendar days.

Employees who are eligible for short-term disability benefits must exhaust frozen sick time before being paid from the short-term disability plan.

The union and management agree to assess the Short-term Disability plan at the end of one year. If actual experience is greater than anticipated, the Retreat will cover added costs for year one of the plan, but will renegotiate the plan for year two and beyond.

Section 19.4 – Eligibility for Benefits

The employees on the appended list below who currently work twenty (20) or more but less than thirty-two (32) hours per week shall be eligible for most employee benefits either on a full participation or pro-rata basis.

ARTICLE XX

Leaves of Absence

Section 20.1 – Military Leave

Regular full-time and part-time employees who are members of a military reserve organization and who are required to report to active duty for training, shall be eligible for time away from work, up to 10 days (80 hours) per year. Employees who are on approved military leave for active duty training and who present pay information from the government, will be eligible for additional compensation from the Retreat for the difference between their base pay for their regular scheduled hours and the pay received from the government. Employees must give as much advance notice as possible to their supervisor when time away from work is needed.

Section 20.2 – Jury Duty Leave

All employees serving on jury duty shall be compensated by the Retreat for the period the employee is absent from work. Compensation shall be the difference between what the employee received for jury duty and what the employee would have received had he/she worked his/her regular scheduled hours for that period. Reimbursement by the court for such things as meals, room, and travel will not be used as "compensation" for purposes of computing the compensation owed. Employees must submit official documentation as to the days/hours served and compensation received before the Retreat can calculate monies owed. Employees excused from jury duty prior to 11:00am on a scheduled workday, must call their supervisor and report their availability to return to work, if needed. Evening/Night shift employees who are released prior to 11:00am must call their supervisor. If needed the employee may be asked to work the balance of an eight (8) hour shift. Employees whose regular schedule includes weekend work are required to report to work for any weekend shifts, unless the employee has an obligation to serve two or more consecutive weeks. Night shift employees will be released from work the night before scheduled jury duty.

Section 20.3 – Bereavement Leave

After three (3) months of employment, regular full-time and part-time employees are eligible to receive up to three (3) work days off with pay, at the employee's base rate, to arrange for/attend the funeral, burial and/or service of a member of their immediate family (spouse, civil union partner or person residing in the home as a significant other, children, grandchildren, parents, parents-in-law, grandparents and siblings). Bereavement pay is not paid for regular scheduled days off and must be taken within 10 ten days of the loss. If additional time off is requested by the employee, they may request Earned Time with their manager's approval. Bereavement pay (up to three days) does not affect Earned Time balance unless additional time off is requested. If an employee was using pre-scheduled Earned Time during this period, bereavement pay may be substituted for up to three days.

One day of excused Earned Time may be approved by the employee's manager for bereavement of non-immediate family members.

Section 20.4 – Witness Leave

An employee required to appear before an administrative or judicial hearing on behalf of the Retreat shall receive his/her base rate plus normally applicable differentials, for the scheduled work hours missed because of such leave.

Section 20.5 – Short Term Family Leave

An employee who has been employed for twelve (12) months and worked at least 1250 hours within the last twelve (12) months may qualify for time away from work for their own medical appointments, to accompany a child/parent to medical appointments, for educational school activities or to respond to a medical emergency involving the child, parent or spouse of the employee. Employees must attempt to schedule appointments outside of regular work hours and must give as much notice as possible to their supervisor when time away from work is necessary. For the purposes of this section the term 'spouse' means an employee's legal marriage partner or civil union partner. The term 'stepchild' includes the child of an employee's civil union partner. The term 'parent-in-law' includes the parent of a civil union partner.

Employees make take short term family leave to go to a routine medical dental appointment for themselves or a child, stepchild, foster child or ward who lives with the employee, a parent, spouse or parent-in-law, to take part in pre-school or school activities directly related to the education of a child, stepchild, foster child or ward who lives with the employee of a family member, to respond to

a medical emergency involving a child, stepchild, foster child or ward who lives with the employee or a parent, spouse or parent-in-law, to go to other appointments for professional services related to the care and wellbeing of a parent, spouse or parent-in-law. This is in addition to the twelve (12) weeks of family medical leave described above in Section 20.6. Employees may take four (4) hours of short term family leave in any thirty (30) day period, up to twenty four (24) hours in any twelve (12) month period. The employee must give advance notice of intent to take such leave including the date of the leave and its duration, except in emergency situations.

An employee may use sick or vacation time while put on a short term family leave, and shall accrue sick and vacation time as if they were at work.

Section 20.6 – Family Medical Leave

Upon request and completion of the standard application and certifications, up to 12 weeks of Family and Medical Leave shall be provided to the following two groups of eligible employees:

1. All post-probationary, full-time employees and all regular part-time employees who regularly work at least 24 hours per week:
2. All employees who have worked a minimum of 1,250 hours during the twelve (12) month period immediately preceding a leave.

Such leave may be taken to provide for the following reasons:

1. Birth, adoption or initial placement of a foster child under the age of 16 years
2. Serious illness of employee
3. Serious illness of spouse, child or parent of employee

When an employee seeks leave due to his or her serious illness or injury, the employee must submit medical certification from his/her physician as to the nature of the illness/injury, the date the employee is disabled and the length of time the employee is expected to be disabled from work. If the leave is medically certified (as defined by FMLA) and approved by the Head of Human Resources, the employee will be granted up to twelve (12) weeks of job protected, seniority protected, benefits protected time away from work. During this period, the employee may be paid by:

1. Using frozen sick time
2. Qualifying for Short Term Disability
3. Using earned time

Medical verification for the continuance of the leave may be required for a leave based on "serious illness." Employees requesting Family Medical Leave due to the birth, adoption or initial placement of a foster child under the age of 16 years or due to the serious illness of a spouse, child or parent of employee and the need to care for such family member must fill out the required application and certification and provide medical documentation if applicable.

Such 12 weeks of Family or Medical Leave shall be job protected, seniority protected, benefits protected time granted in accordance with the Family Medical Leave Act and Vermont Parental/Medical Leave Law and may include intermittent leave when required by law.

At the conclusion of the twelve (12) week period, the employee, upon request, shall receive up to an additional twelve (12) weeks of continuous (not intermittent) job protected, seniority protected leave when the need is medically certified by his/her physician. Thereafter, an employee shall receive an additional six (6) months medical leave when the need is medically certified by his/her physician. Total medical leave shall not exceed one year.

Employees on family leave, upon request, shall receive additional job protected, seniority protected time away from work, equal to whatever frozen sick or Earned Time they have available, not to exceed six (6) months in total for full leave.

The Retreat will continue to pay its share of the medical and dental insurance plan premiums for a maximum of twelve (12) weeks, after which the employee would need to pay the full cost of the medical and dental insurance for the duration of the leave.

Leaves granted beyond the initial 12 weeks of Family and/or Medical Leaves shall be job protected, seniority protected, and benefits protected time in accordance with contract and employer policy, but shall not necessarily be subject to the terms or definitions of the federal Family Medical Leave Act or the Vermont Parental/Medical Leave Law.

Section 20.7 – Personal Leave

After completing two (2) years of continuous benefits eligible employment, an employee may apply for time away from work that does not qualify under any other leave status. The requests for time away from work may be for a period of time up to six (6) months and must be submitted to the Head of Human Resources as far in advance as possible. Such a request will be considered based on: length of service, work record including attendance, reason for the leave and patient care requirements. To the extent the time away is paid (use of Earned Time) the employee's medical and dental insurance will continue as if actively at work. Once time is unpaid, the employee may continue medical and dental insurance by paying the full cost of the coverage.

If the employee was away from work for twelve (12) weeks or less, he/she will be reinstated to their former position. Thereafter, the employee shall be offered reinstatement into his/her former position, if available, or to a position, if available, with the same hours on the same shift. The employee will have recall rights to their former position for a period of time not to exceed one (1) year from the conclusion of approved leave.

Section 20.8 – Union Leave

The Retreat agrees to provide up to eight (8) unpaid union leave days per contract year for executive council members to attend professional issues conferences and/or union conventions (National and/or State). For each such occurrence, an employee will not exceed three work days absence. The Retreat shall not unreasonably deny requests for leave under this section.

The Retreat agrees to release the President of the Union one unpaid day per month, scheduled by mutual agreement between the President and his/her supervisor. The President will accrue Earned Time on these hours (coded "No Pay-Benefits Eligible" in Kronos timekeeping system).

Section 20.9 – Patient Injury Leave

Any employee who misses work due to an injury caused by a patient shall receive their full pay, including shift differential, for the first seven (7) work days missed immediately following the injury.

ARTICLE XXI

Meetings with Management

Union representatives in the aggregate shall be permitted time off with pay for the investigation and processing of grievances under Article IX provided, however, that the union representative shall first obtain permission from his/her supervisor/manager to leave his/her assigned duties and permission of the supervisor/manager of any employee(s) whose work may be interrupted. The union will provide the Retreat with a list of union representatives and their jurisdictions.

ARTICLE XXII
Labor Management Committee

Section 22.1 – Labor Management Committee

The parties agree that the contract is modified to authorize the Labor Management Committee to discuss and, when agreed upon, to make minor changes to the contract throughout the year and to document such agreements in Memorandum of Understanding (MOU).

Purpose: To provide a forum whereby a group of Management and Union representatives meet to jointly discuss staffing and work-related issues. This committee shall have no authority to change, delete, or modify any of the terms of the existing collective bargaining Agreement nor to settle grievances arising under this Agreement.

Composition: Three (3) Union representatives appointed by the President of the Union.
Three (3) Management Representatives appointed to the Retreat

Either party may bring additional representatives who are needed because of items on the agenda.

Guidelines: Agenda items by either party will be exchanged between the Head of HR and the President of the Union and agreed upon one week prior to a scheduled meeting.

Meetings will be held periodically provided that one party or both submits an agenda to the other party one week in advance of the meeting. Meetings will be held at a mutually agreed location at mutually agreeable times.

Release for Duties and Compensation: The Retreat will compensate the three (3) regular Union representatives for all lost work time spent in the above referenced meetings.

Section 22.2 – Staffing

- A. For all grids on all units except T-1 an LPN may be substituted for an RN without it being considered a staffing variance when:
1. During day or evening shift said LPN(s) will be the third or fourth licensed staff fulfilling the grid for that shift on that unit. Total staff numbers (total of RN, BHT, and LPN combined) on the grid will not change.
 2. During night shift said LPN will be the second or third licensed staff fulfilling the grid for that shift on that unit.
 3. Substitution of an LPN for an RN shall not result in a decrease in regularly scheduled RN hours.

The committee shall consider each of the following factors in determining staffing levels.

- B. Staffing:
1. Staffing levels shall be in accordance with Attachment 3
 2. Staffing levels for each calendar year shall be reviewed each October of this Agreement by a Labor Management Committee composed of the Union President and two of her/his designees and three managers selected by the Retreat. In the event that staffing levels cannot be agreed upon subject to the foregoing, the parties agree to a process of mediation to mutual agreement.

The committee shall consider each of the following factors in determining staffing levels:

1. Patient volume month by month for previous 18 months.
2. Admission, transfer, discharge activity per shift per day.
3. Employee per occupied bed.
4. Actual to budget census data.
5. Overtime utilization
6. Mandated shifts.
7. Constant observation shifts.
8. ALSA shifts.
9. New programs/new business/lost business.
10. Costs per discharge.
11. Staff turnover rates.
12. Patient satisfaction and outcome data.
13. Staff satisfaction data.
14. Acuity and diagnosis.

C. Voluntary Flexible Staffing Options:

Unit I only- With the approval of the employee's manager, an employee may opt to take a one to three month unpaid leave of absence (separate and apart from any leave specified in Article XXI) or a voluntary 9 month work agreement. It is understood that seniority, health and dental benefits, STD/LTD coverage and TDA contributions by the Retreat will continue during non-work time as though the employee were actively employed. Employees who are approved for one of the Flexible Staffing Options may use any/all earned time to cover the leave period. It is also understood that earned time will not accrue during the non-work time. In the event that the voluntary flexible staffing options are insufficient to match patient volumes with scheduled staff, the Union and the Retreat agree to discuss all other options.

ARTICLE XXIII
Personnel Files

Section 23.1 – Personnel Files

Except for supervisors' notes, all written materials pertaining to an employee's employment history shall be kept in one personnel file located in the Human Resource Department, with the exception of medical documents which must be maintained separate from the employee's personnel file.

An employee may, after making an appointment, inspect his/her personnel file during normal Human Resource Department hours. Letters of reference shall be excluded. Inspection of the employee's file must be made in the presence of a Human Resource staff member. The employee shall not be permitted to make any copies of, nor remove, his/her personnel file from the place of inspection. The Retreat shall supply copies of requested documents to the employee within 24 hours.

All material placed in an employee's personnel file shall be deemed confidential and no such material shall be released in any manner without prior written authorization of the employee to whom the material pertains unless disclosure is in response to a valid subpoena or requested by an accrediting body or the request of a government agency or other entity authorized by law to collect information, or the Retreat or the Union in a grievance proceeding. In this case, the employee will be notified of the release of information.

No material which is adverse to an employee's work service, conduct or character related to work performance shall be placed in an employee's personnel file without the employee's knowledge. The employee's knowledge of the material shall be signified by initialing the material, which shall not

constitute agreement with the material, but only knowledge of its existence. All documentation of progressive discipline and performance evaluations must be signed by the employee and the supervisor/manager issuing the corrective action or performance evaluation.

The look back period for corrective actions will be 18 months. Any discipline older than 18 months will not be considered in evaluating employee conduct.

Section 23.2 – Discipline

The Retreat will continue to utilize the concept of progressive discipline with respect to any disciplinary action taken against any post-probationary member of the bargaining unit. Employees who have successfully completed the probationary period shall not be disciplined or discharged by the Retreat except for just cause.

In the event that an employee who has completed his/her probationary period is discharged from employment, the employee shall receive written notification of his/her discharge. Prior to any interview which may result in the employee being disciplined, he/she shall be informed of the purpose and nature of the interview. If requested by the employee, he/she may have a unit representative present during the meeting.

Section 23.3 – Annual Evaluation

The Retreat shall continue its policy of annual written performance evaluations. The employee shall have the right to meet with the evaluating supervisor to discuss the evaluation which shall be signed by the employee and the evaluating supervisor. At the time of the performance evaluation the employee may submit written comments regarding the evaluation. Upon request, the employee may take up to one week to complete comments and upon request, a copy of the evaluation shall be provided to the employee. (A note shall appear on the evaluation form informing the employee of their right to submit written comments on a separate page).

Section 23.4 – Policy Changes

The Retreat agrees to notify the Union President of any changes in its written policies which affect members of the Union while employed by the Retreat.

ARTICLE XXIV

Employee Health and Safety

The Parties are committed to a culture of mutual respect, safety and a positive working and healing environment. The Parties expect all staff to be treated with professionalism and respect. The Retreat shall continue to maintain a safe and healthy working environment. The Retreat, the Union and the employees shall observe all applicable health and safety laws and regulations.

Employees must observe all procedures regarding safety and report all injuries immediately to their supervisor. The Retreat will provide all governmentally required tests and immunizations for exposure and contact with infectious diseases at no cost to employees. At the request of an employee, the Retreat shall provide HIV screening as appropriate per infection control policy in effect January 1, 2000, a Hepatitis B vaccination and an annual flu vaccine at no cost to the employee.

The Retreat shall provide and maintain equipment and supplies which comply with applicable state, federal and regulatory agencies' safety standards so that employees may safely perform their duties and responsibilities.

The Retreat will indemnify employees for any damage to their clothing and/or belongings inflicted on an employee as a result of physical contact with patient while the employee is on duty. Except for eyeglasses, the Retreat's liability shall be limited, to a maximum of \$100.00 per person per incident.

Parking and Security: Employees are required to park in the appropriate lots as designated by the Retreat. For the life of the Agreement, the Retreat will continue its present policy of providing an escort for employees upon request after dark. Any time spent by an employee waiting for an escort will not be considered hours worked.

ARTICLE XXV

Employee Assistance Programs

Retreat and the Union jointly recognize that alcoholism and other drug addictions, emotional and behavioral-related problems, marital and family conflicts, as well other major personal or health problems can adversely affect a person's job performance, jeopardize career progress, quality of patient care, productivity and the individual's health and personal well-being.

It is also recognized that it is for the best interest of the employee, the Retreat and the Union, that when an unresolved life problem does affect job performance, we intend to encourage and motivate that employee to seek professional help.

Employees who have a problem which they feel may affect their work performance are encouraged to contact an EAP screener directly. In the case where a supervisor recommends EAP because of job performance problems, this referral will be confidential, and no information will be furnished to the referring supervisor except that a screening appointment was made and kept by the employee except for information required pursuant to a legal obligation. When an employee is required to access EAP services, the supervisor shall be notified by the EAP as to the employee's continued compliance or non-compliance with the program as recommended by the EAP.

In instances where it is necessary, frozen sick time, earned time or medical leave may be granted for treatment or rehabilitation on the same basis as for other health problems. There is no cost (to the employee) for the EAP screening services.

The voluntary use of the Employee Assistance Program will not jeopardize an employee's job security or promotional opportunities except for the information required pursuant to a legal obligation. It is offered as a resource to allow employees consideration and assistance in resolving problems which might otherwise have a detrimental effect on their job performance. Employees using EAP Services will be expected to maintain a satisfactory level of performance.

The Retreat reserves the right to change or replace these plans with equivalent or comparable plans.

ARTICLE XXVI

Separability

In the event that any term or provision this Agreement is found to be in conflict with any law, such term and 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, or portion thereof, of this Agreement which has been invalidated shall be subject to renegotiation upon the demand of either party. The Union President or the Head of Human Resources should make the demands for renegotiation within seven (7) calendar days of the date the Union President and/or Head of Human Resources becomes aware of the invalidation.

ARTICLE XXVII
Continuing Education/Conferences

Section 27.1

Any employee who has been employed by the Retreat for at least three (3) continuous months, may request permission to participate in and funding for the work-related or educational workshops, seminars or other professional meetings. An employee will submit a written, dated request at least one month prior to the program date, to the employee's manager, along with official documentation of content and related fees. Approval shall be based on criteria such as cost, location, duration, availability of funds, staffing needs, relatedness to current position, prior training of the employee, qualification of the faculty/facility/sponsor, objectives of the program and timeliness of the request. Requests shall not be arbitrarily denied. Any late registration fees may be the responsibility of the employee.

Attendance at programs must be verified with official documentation submitted to the employee's manager within two weeks of program completion. Failure to verify attendance and/or failure to attend the program for any reason (excluding emergent, unforeseen events) will result in:

1. Repayment of all funds made on the employee's behalf.
2. Repayment of any and all compensation for time.

Part-time, regular part-time, and regular full time employees' pay for such approved programs shall be as follows:

1. When the program occurs on the day the employee is scheduled to work, at the supervisor's discretion, a compensatory shift off will be granted within the work week or the employee will be paid at his/her base rate for the number of hours he/she was scheduled to work, but did not work on the day in question.
2. For programs that occur on the employee's scheduled day off (for night shift employees, scheduled day off is any calendar day for which the employee did not have any scheduled hours), up to three times per year, at the supervisor's discretion, the employee shall receive either a compensatory shift off or be paid at his/her base rate of pay for the number of hours he/she would have been scheduled to work on a normal work shift.

The Retreat will not be responsible for payment of expenses incurred in attending such workshops, seminars, conferences or other professional meetings. At its discretion, the Retreat may pay a portion of the expenses incurred. The Employer shall pay per diems at their hourly rate for all time spent in educational courses required by the Retreat for a satisfactory evaluation.

Section 27.2

When an employee attends a workshop, seminar, conference or other professional meeting at the request of the Retreat, the Retreat shall pay reasonable expenses. Such expenses shall be reasonable in view of the distance to be traveled and the nature and length of the program, and shall include such things as reimbursement for transportation costs, necessary lodging and meals, and registration fee. The Retreat will retain the right to approve or disapprove the means and nature of transportation and the necessity for and type of lodging, as well as the total amount of reimbursement.

Section 27.3

Once every five (5) years, post probationary RN's in a regular, full-time or part-time benefited position who achieve any of the following ANA certifications or re-certifications will receive \$600.00. Psychiatric certification, Infection Control certification and per diems who are not reimbursed from any other source will also be eligible.

Post-probationary Social Workers I & II, psychologists, Therapists I & II, Senior Program Therapists and Care manager (Social Worker) are eligible to receive \$300.00 each year for professional development as approved by their Clinical Manager. This may not be used for the cost of licensure.

ARTICLE XXVIII **Tuition Reimbursement**

The Retreat will provide financial assistance, as set forth below, toward the cost of tuition, required text books and laboratory fees, to full time and regular part time employees after six (6) months of continuous, benefits eligible employment. For the purposes of interpreting this section, regular, full time teachers are entitled to full time level of benefit. Reimbursement is for college level courses that lead to professional improvement in the healthcare/human services field, that are related to the current job assignment or enhance job performance. The assistance provided is not intended to compensate for all of the expenses associated with an individuals' educational development. The employee must secure approval from his/her manager prior to the beginning of the course. Employees become eligible for reimbursement after six (6) months of employment and when they submit official proof of completion and a grade of "C" or better. Employees must be active at work in a full time or regular part time position (or on an approved leave) when he/she becomes eligible for reimbursement.

Maximum amount of tuition funds available in a calendar year are determined on January 1, based on hours worked in the previous calendar year. School employees will be eligible for full funding if they were employed during the full school session of the previous year.

Benefit levels:

One year of service:	\$1000
Two years of service:	\$1,500
Three years of service:	\$2,000

ARTICLE XXIX **Early Responders**

Early Responders

A number of staff will be classified as Early Responders on each inpatient unit. In addition to their normal duties these Early Responders shall respond to Code Greens throughout the Retreat.

Such early responders will be selected from all those who volunteer to take on this role. Retreat management, with input from the CPI Instructor Group, will determine who will be so classified. Selection will be based upon an employee's skill at de-escalation and the application of holds to patients. Management reserves the right to remove an employee's classification as an early responder based upon the employee's performance or maintenance of skill and training level.

Early Responders must make a commitment to complete Advanced CPI Training. The target timeline for such completion of training is three months from date of selection for the Code Green training and six months for the Applied Physical Training but both required trainings must be completed within nine

months from the date of selection. In addition the Employer commits to ongoing formal supervision sessions for Early Responders.

The day and night shift will have one staff member assigned to be the Early Responders by the charge RN when staff are available. The Retreat will attempt to replace Early Responders in the case of absence.

Whenever assigned as an Early Responder an employee will receive a differential of \$1.50/hr.

- A. Retreat Management will continue to support unit staff owning the role of leading and guiding patient care on their units and expecting that all staff continue to improve their skills in de-escalation and the management of escalated patients. With this in mind, the classification of Early Responder will remain for the duration of this agreement.
- B. All security personnel will be trained in Advanced Code Green protocols.
- C. Admission Screening/Planning for Assaultive Patients: At the time of admission of patients with a history of assaulting employees, a plan will be developed which will include consultation with physician, charge nurse, and management.
- D. Medication Issues
 - 1. An ongoing program of regular education on pharmacological intervention will be implemented for physicians and nurses.
 - 2. There will be ongoing discussions among physicians and nurses regarding medications and their corresponding effects.
- E. There will be increased training and education on the subjects of intervention and milieu management for nurses, BHTs, clinical managers, physicians, and support staff.
- F. The employer's implementation of A-E (above) as currently in place on October 31, 2018, shall remain in place for the duration of this agreement.
- G. Continuation of Union/Management Safety Committee: Management and the Union agree to convene the Union/Management Safety Committee on a quarterly basis. The purpose of the meetings will be to discuss issues related to safety with the goal of addressing any relevant safety issues. To maximize the productiveness of these sessions, both sides agree to use best efforts to circulate agenda items for the upcoming meeting at least one week prior to the meeting taking place. Both parties reserve the right to decide the appropriate representatives for their respective sides at each of the meetings. The identity of these representatives may change depending on the subjects to be discussed at any particular meeting, however the number of representatives shall be limited to four per side unless both parties agree to an exception.

No staff shall be assigned to work in an ALSA or LSA for more than two (2) consecutive hours unless clinically indicated in a patient's treatment. Regardless of clinical indication, staff unwilling to be assigned to ALSA or LSA for more than two (2) consecutive hours shall not be required to do so.

ARTICLE XXX **Staffing Grids, Variances**

The Employer agrees to conform staffing on units to attached staffing grids. Employer shall be entitled to deviate from the staffing grids for various clinical, operational and/or budgetary reasons without being subjected to potential grievances/arbitrations. The Parties agree that these deviations, called staffing variances, shall be subject to the following conditions:

- a. The Clinical Manager and/or Nursing Supervisor will designate the need for a staffing variance. To initiate a staffing variance, it must meet the terms listed below, and the Clinical Manager, Nursing Supervisor must consult the Charge RN on the prior or same shift to notify them that the unit will be operating with a staffing variance and the reason for the variance.

The Clinical Manager or Nursing Supervisor who initiates the staffing variance, consults with the oncoming Charge RN who will initiate the completion of the Staffing Variance form and send a copy to the CM, the VPPCS/CNO and to the designated union president. If the Charge RN is concerned about the safety of the unit and disagrees with the assessment of the Nursing Supervisor or Clinical Manager, they should immediately escalate this concern to the next level of nursing leadership.

- b. The Employer is entitled to the use of 25 staffing variances per month, and these are refreshed each month. The VPPCS/CNO and local union leadership will monitor the location and numbers of staffing variances to ensure that there is reasonable distribution based on census, patient acuity and unit specific situations.
- c. Additionally, the Employer is entitled to accrue and bank up to 10 unused staffing variances which may roll over from month to month once accrued.
- d. Staffing variations are defined as:
 - 1) any deviation in the assigned grid number of total employees on a particular unit for a particular shift for said census/special needs' level of staffing, or
 - 2) Use of a different skill mix than what is prescribed by the staffing grids for LPN/BHT ONLY to fill an RN's place. The use of an RN or LPN to fulfill a BHT position will not be considered a staffing variance. A staffing variance may only be used for one reason per unit per shift, and may only be used to reduce staffing by a maximum of one staff for a particular shift
- e. Staffing variances do not apply to needs resulting from employees taking scheduled meal/rest breaks but may apply for needs pulling staff away from on-unit responsibilities over 2 hours (if no additional coverage can be found/utilized).
- f. Clinical Managers, Nursing Supervisors, in conjunction with the Scheduling Coordinators, evaluate staffing levels in ongoing ways to determine the need for increases/decreases. Staffing assignments are made by the end of the previous shift, and are made with consideration to census, acuity, and skill mix, using judgment and knowledge of the unit charge. At times, additional staff may be required to be added during the shift, and when feasible, is done.
- g. For patient safety, a staffing variance to reduce total staff is not permissible when the unit is already absorbing a special needs (1:1/CVO, MO or ALSA) in accordance with the footnotes on the staffing grids.
- h. Therefore, consistent with the above, no variance as described shall be subject to the grievance or arbitration provision of the contract. However, variances not consistent with the above process and limitations are subject to grievance and arbitration provisions of the contract.

Section 30.1 – Staffing Grids

Consistent with the above, the Employer shall adhere to the staffing grids and footnotes attached to this Agreement. Should Tyler 1 be re-opened, the Employer shall negotiate a staffing grid for that unit with the Union.

For Tyler 2, that staffing grid is modified to be as follows:

Census	Day	Evening	Night
14	RN -2	RN - 2	No Change
	RN/LPN – 1/1	RN/LPN – 1/1	No Change
	BHT – 4	BHT - 4	No Change

For Osgood 2 the staffing grid is modified to be as follows:

Census	Day	Evening	Night
14	RN -2	RN - 2	No Change
	RN/LPN – 1/1	RN/LPN – 1/1	No Change
	BHT – 3	BHT - 3	No Change

Section 29.2 – Increased Staff Not Precluded

Nothing in this Agreement shall prevent the Employer, on a case by case basis for clinical, operational or budgetary reasons, from increasing the number of staff on any particular unit or shift above what is called for in that unit's respective staffing grid.

Section 29.3 – No Effect on Mandation

This Article does not address in any manner the administration of mandatory overtime.

ARTICLE XXXI

Posting of Agreement

The parties will sign duplicate originals of the Agreement. The Retreat shall place a copy of the Agreement on its shared drive for employees. The parties will share in the cost.

ARTICLE XXXII

Duration

This Agreement shall become effective on November 1, 2022 and remain in full force until October 31, 2025.

The parties shall meet and negotiate in good faith on the above issues. After bargaining to good-faith impasse, either party may exercise its right to strike or lockout (notwithstanding Article X of the Agreement) to convince the other party to accept its proposals on Article XVII or Article XIX, Section 19.1, and nothing in the Agreement shall prohibit such action.

Either party desiring changes or amendments of this Agreement prior to the expiration of same, shall give the other party notice, in writing, not less than ninety (90) and not more than one hundred twenty (120) days immediately prior to the expiration of this Agreement or any extension thereof specifying that changes or amendments are desired; otherwise the agreement renews itself for yearly periods without change.

UNITED NURSES & ALLIED PROFESSIONALS, LOCAL 5086

By:



Rob F. Smith Date 9/13/2022

BRATTLEBORO RETREAT

By:



Linda Rossi, Interim Chief Executive Officer Date 9/13/2022

A

SIDE LETTER

During the negotiation period of a Successor Agreement, the Retreat will provide a back of time totaling eighty (80) paid hours for use by members of the Union's bargaining committee. Such time may only be used for actual bargaining sessions and can only be used to release an employee from scheduled work time. Advance notice must be provided by the employee to his/her supervisor who, subject to staffing and patient care needs, will grant the requested time.

B

SIDE LETTER

At the time a prospective employee is initially interviewed, the candidate shall be shown the wage range in effect at that time for the position applied for and the employee shall be informed that professional employees are organized and represented by UNAP Local 5086.

C

SIDE LETTER

Re: Private Practice

The Brattleboro Retreat has an internal policy that establishes criteria for engagement in private practice by active Retreat employees. In the event that the Retreat modifies its private practice policy, Management will notify the Union and afford it the opportunity to discuss the applicability of the revised policy to any appropriate bargaining unit members. It is expressly understood by the parties that the revised policy and/or its applicability to any bargaining unit member will not become part of the collective bargaining agreement, but will remain subject to change or elimination at the sole discretion of the Retreat.

Attachment 1 – Employee Benefit Rates

Brattleboro Retreat - 2023 Employee Contributions

Gold Plan - Full Time (36-40 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$133.61	\$289.49	x
2 Person	\$267.22	\$578.97	x
Family	\$355.40	\$770.03	x

Gold Plan - Part Time (24-35 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$176.63	\$382.10	x
2 Person	\$352.71	\$764.21	x
Family	\$469.11	\$1,016.40	x

Silver Plan - Full Time (36-40 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$81.46	\$176.50	x
2 Person	\$162.91	\$352.98	x
Family	\$216.68	\$469.47	x

Silver Plan - Part Time (24-35 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$124.21	\$269.12	x
2 Person	\$248.41	\$538.22	x
Family	\$330.39	\$715.84	x

Bronze Plan - Full Time (36-40 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$57.38	\$124.32	x
2 Person	\$114.75	\$248.64	x
Family	\$152.62	\$330.69	x

Bronze Plan - Part Time (24-35 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$100.13	\$216.94	x
2 Person	\$200.25	\$433.87	x
Family	\$266.33	\$577.06	x

Basic Plan - Full Time (36-40 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$30.71	\$66.53	x
2 Person	\$61.41	\$133.05	x
Family	\$81.68	\$176.98	x

Basic Plan - Part Time (24-35 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$73.45	\$159.15	x
2 Person	\$146.90	\$318.29	x
Family	\$195.39	\$423.34	x

Gold Plan - Full Time & Part Time Hired prior to 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$129.35	\$280.26	x
2 Person	\$258.70	\$560.52	x
Family	\$344.07	\$745.49	x

Bronze Plan - Full Time & Part Time Hired prior to 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$53.12	\$115.10	x
2 Person	\$106.24	\$230.18	x
Family	\$141.30	\$306.15	x

Silver Plan - Full Time & Part Time Hired prior to 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$77.20	\$167.27	x
2 Person	\$154.40	\$334.53	x
Family	\$205.35	\$444.93	x

Basic Plan - Full Time & Part Time Hired prior to 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$26.45	\$57.30	x
2 Person	\$52.89	\$114.59	x
Family	\$70.35	\$152.43	x

Basic Dental Plan - Full Time (36-40 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$5.04	\$10.92	
2 Person	\$10.09	\$21.86	
Family	\$15.13	\$32.78	

Enhanced Dental Plan - Full Time (36-40 Hours) Hired after 11/1/2007			
	Employee		
	Bi-Weekly	Monthly	
Employee	\$7.65	\$16.58	
2 Person	\$15.45	\$33.47	
Family	\$25.05	\$54.28	

Basic Dental Plan - Part Time (24-35 Hours) Hired after 11/1/2007		
	Employee	
	Bi-Weekly	Monthly
Employee	\$6.85	\$14.83
2 Person	\$13.68	\$29.64
Family	\$20.53	\$44.48

Basic Dental Plan - Full Time & Part Time Hired prior to 11/1/2007		
	Employee	
	Bi-Weekly	Monthly
Employee	\$4.86	\$10.53
2 Person	\$9.72	\$21.07
Family	\$14.58	\$31.60

Vision Plan - Full Time (36-40 Hours) Hired after 11/1/2007		
	Employee	
	Bi-Weekly	Monthly
Employee	\$0.61	\$1.32
2 Person	\$0.88	\$1.91
Family	\$1.58	\$3.41

Vision Plan - Full Time & Part Time Hired prior to 11/1/2007		
	Employee	
	Bi-Weekly	Monthly
Employee	\$0.56	\$1.21
2 Person	\$0.81	\$1.76
Family	\$1.45	\$3.14

Group Life	
100% Employer Paid	

Long Term Disability	
100% Employer Paid	

Short Term Disability	
100% Employer Paid	

Enhanced Dental Plan - Part Time (24-35 Hours) Hired after 11/1/2007		
	Employee	
	Bi-Weekly	Monthly
Employee	\$9.47	\$20.52
2 Person	\$19.04	\$41.25
Family	\$30.45	\$65.98

Enhanced Dental Plan - Full Time & Part Time Hired prior to 11/1/2007		
	Employee	
	Bi-Weekly	Monthly
Employee	\$7.48	\$16.20
2 Person	\$15.08	\$32.67
Family	\$24.51	\$53.10

Vision Plan - Part Time (24-35 Hours) Hired after 11/1/2007		
	Employee	
	Bi-Weekly	Monthly
Employee	\$0.83	\$1.80
2 Person	\$1.20	\$2.59
Family	\$2.14	\$4.64

OSGOOD 1

CENSUS	DAY SHIFT				NIGHT SHIFT			
	THIS	OR THIS			THIS	OR THIS		
	RN	RN	LPN	BHT	RN	RN	LPN	BHT
1	1	1		1	1	1		1
2	1	1		1	1	1		1
3	1	1		1	1	1		1
4	1	1		2	1	1		1
5	1	1		2	1	1		1
6	1	1		2	1	1		1
7	1	1		2	1	1		2
8	2	1	1	2	2	1	1	2
9	2	1	1	3	2	1	1	2
10	2	1	1	3	2	1	1	2
11	2	1	1	3	2	1	1	2
12	2	1	1	3	2	1	1	2

First 1:1/CVO/MO/ALSA is absorbed by one (1) staff

First staff for all obs will be absorbed unless there are three (3) or less staff

TYLER 1

As long as T1 is an adolescent unit, implement the same staffing grid used for Tyler 3 (adolescent unit).

As long as T2 is an adult unit, an additional LPN will be added to the staffing grid on T2 Monday-Friday if the census is at six patients.

TYLER 2

CENSUS	DAY SHIFT				NIGHT SHIFT			
	THIS	OR THIS			THIS	OR THIS		
	RN	RN	LPN		RN	RN	LPN	
1	1	1		1	1	1		1
2	1	1		1	1	1		1
3	1	1		1	1	1		1
4	1	1		1	1	1		1
5	1	1		1	1	1		1
6	1	1		1	1	1		1
7	1	1		1	1	1		1
8	2	1	1	1	2	1	1	1
9	2	1	1	2	2	1	1	2
10	2	1	1	2	2	1	1	2
11	2	2		2	2	1	1	2
12	2	2		3	2	1	1	2
13	2	2		3	2	1	1	2
14	2	2		3	2	1	1	2
15	3	2	1	3	2	1	1	2
16	3	2	1	3	2	1	1	2
17	3	2	1	3	2	1	1	2
18	3	2	1	4	2	1	1	3
19	3	3		4	2	2		3
20	3	3		4	2	2		3
21	3	2	1	5	2	1	1	3
22	4	3	1	5	2	1	1	3
23	4	3	1	5	2	1	1	3
24	4	3	1	5	2	1	1	3

First 1:1/CVO/MO/ALSA is absorbed by one (1) staff

First staff for all obs will be absorbed unless there are three (3) or less staff

TYLER 3

CENSUS	DAY SHIFT		NIGHT SHIFT			
	RN	BHT	THIS		OR THIS	
			RN	RN	LPN	BHT
1	1	1	1	1		1
2	1	1	1	1		1
3	1	1	1	1		1
4	1	2	2	1		1
5	1	2	2	1		1
6	1	2	2	1		1
7	1	2	2	1		1
8	2	2	2	1	1	2
9	2	3	2	1	1	2
10	2	3	2	1	1	2
11	2	3	2	1	1	2
12	2	3	2	1	1	2
13	2	4	2	1	1	2
14	2	4	2	1	1	2

First 1:1/CVO/MO/ALSA is absorbed by one (1) staff

First staff for all obs will be absorbed unless there are three (3) or less staff

TYLER 4

CENSUS	DAY SHIFT				NIGHT SHIFT			
	THIS	OR THIS		BHT	THIS	OR THIS		BHT
	RN	RN	LPN		RN	RN	LPN	
1	1	1		1	1	1		1
2	1	1		1	1	1		1
3	1	1		1	1	1		1
4	1	1		1	1	1		1
5	1	1		2	1	1		2
6	1	1		2	1	1		2
7	1	1		2	1	1		2
8	2	1	1	2	2	1	1	2
9	2	1	1	2	2	1	1	2
10	2	1	1	3	2	1	1	2
11	2	2		3	2	1	1	2
12	2	2		3	2	1	1	3
13	2	2		4	2	1	1	3
14	2	2		4	2	1	1	3

First 1:1/CVO/MO/ALSA is absorbed by one (1) staff

First staff for all obs will be absorbed unless there are three (3) or less staff

LINDEN LODGE 1

CENSUS	DAY SHIFT				NIGHT SHIFT			
	THIS	OR THIS			THIS	OR THIS		
	RN	RN	LPN	BHT	RN	RN	LPN	BHT
1	1	1		1	1	1		1
2	1	1		1	1	1		1
3	1	1		1	1	1		1
4	1	1		1	1	1		1
5	1	1		2	1	1		2
6	1	1		2	1	1		2
7	1	1		2	1	1		2
8	2	1	1	2	2	1	1	2
9	2	1	1	2	2	1	1	2
10	2	1	1	3	2	1	1	2
11	2	2		3	2	1	1	2
12	2	2		3	2	1	1	3

First 1:1/CVO/MO/ALSA is absorbed by one (1) staff

First staff for all obs will be absorbed unless there are three (3) or less staff

Attachment 3 – Wage Scales

Professional 5086 June 26, 2022									
	RN Staff, RN Child/Adolescent Coord, Occupational Therapist	RN Case Manager - Outpatient	School Tutor-Liaison	Social Work Clinical Lead/Therapist III, Social Work Clinical Lead/Therapist III OP	SW Therapist I Outpatient,, Addiction Counselor I, Post Masters Clinical Fellow in Social Work	SW Therapist I Inpatient	Addiction Counselor II, SW Therapist II Outpatient, Therapist Program Senior	SW Therapist II Inpatient	Pharmacist
	RN	RN-O	U7	U15	U18-O	U18-B	U19-O	U19-B	U20
Min	\$34.51	\$28.89	\$19.92	\$29.60	\$23.97	\$27.81	\$27.70	\$32.45	\$50.81
1	\$35.97	\$29.79	\$20.52	\$30.49	\$24.39	\$28.71	\$28.20	\$33.50	\$51.38
2	\$36.85	\$30.67	\$20.92	\$31.10	\$24.83	\$29.15	\$28.73	\$34.02	\$51.99
3	\$37.75	\$31.57	\$21.34	\$31.72	\$25.30	\$29.61	\$29.26	\$34.56	\$52.56
4	\$38.65	\$32.47	\$21.78	\$32.36	\$25.76	\$30.08	\$29.81	\$35.10	\$53.15
5	\$39.54	\$33.36	\$22.21	\$33.00	\$26.22	\$30.54	\$30.36	\$35.65	\$53.76
6	\$40.43	\$34.25	\$22.65	\$33.67	\$26.70	\$31.01	\$30.91	\$36.21	\$54.40
7	\$41.32	\$35.14	\$23.11	\$34.33	\$27.20	\$31.52	\$31.49	\$36.78	\$55.00
8	\$42.22	\$36.04	\$23.58	\$35.02	\$27.70	\$32.01	\$32.08	\$37.37	\$55.63
9	\$43.11	\$36.93	\$24.04	\$35.72	\$28.20	\$32.52	\$32.66	\$37.96	\$56.26
10	\$44.00	\$37.82	\$24.53	\$36.44	\$28.73	\$33.04	\$33.26	\$38.55	\$56.91
11	\$44.82	\$38.64	\$25.02	\$37.17	\$29.26	\$33.58	\$33.91	\$39.20	\$57.55
12	\$45.62	\$39.44	\$25.51	\$37.90	\$29.81	\$34.12	\$34.54	\$39.83	\$58.21
13	\$46.43	\$40.25	\$26.02	\$38.67	\$30.36	\$34.67	\$35.15	\$40.45	\$58.87
14	\$47.24	\$41.06	\$26.55	\$39.43	\$30.91	\$35.23	\$35.84	\$41.14	\$59.52
15	\$48.05	\$41.87	\$27.08	\$40.22	\$31.49	\$35.80	\$36.51	\$41.81	\$60.20
16	\$48.85	\$42.67	\$27.63	\$41.03	\$32.08	\$36.39	\$37.18	\$42.48	\$60.90
17	\$49.67	\$43.49	\$28.17	\$41.86	\$32.66	\$36.98	\$37.89	\$43.19	\$61.58
18	\$50.47	\$44.29	\$28.74	\$42.69	\$33.26	\$37.58	\$38.60	\$43.89	\$62.29
19	\$51.28	\$45.10	\$29.29	\$43.54	\$33.91	\$38.22	\$39.34	\$44.63	\$63.00
20	\$52.09	\$45.91	\$29.89	\$44.42	\$34.74	\$39.06	\$40.00	\$45.29	\$63.72
Max	\$52.93	\$46.75	\$30.49	\$45.31	\$35.39	\$39.71	\$40.76	\$46.05	\$64.98

HUMRES>Union Increases

HUMRES>Compensation>Grade Structure

Market Adjustments: RN, LPN, BHT, BHS, LNA, SW 1 IP, SW 2 IP

Occupational Therapists moved to RN Grade, OTA/COTA moved to UB19B

Broke Outpatient SW 1 and 2, Addiction Counselors 1 and 2, Pharmacy Tech Uncertified and Pharmacy Tech Certified back out to separate grades

Non-Professional 5087 June 26, 2022																
	Switchboard Operator, Transportation Aide, Unit Clerk, Receptionist	Program Assistant	Program Assistant II	Medical Records Clerk, Administrative Assistant, Med Clinic Receptionist - Phlebotomist	Clinic Coordinator	Peer Specialist, HIM Coordinator	LPN	Clinical Support Staff, Utilization Review Specialist, Social Work Assistant Discharge Planner	Occupational Therapy Assist(OTA/COTA)	Group Facilitator, Behavioral Activities Specialist	Impaired Driver Rehab Coord I	Impaired Driver Rehab Coord II				
	UB13	UB14	UB14-B	UB15	UB16	UB17	UB17L	UB19	UB19B	UB19S	UB21-A	UB21-B				
Min	\$15.45	\$16.94	\$17.12	\$17.70	\$18.49	\$20.00	\$22.66	\$20.49	\$24.61	\$22.23	\$21.59	\$23.33				
1	\$15.66	\$17.34	\$17.52	\$18.10	\$18.96	\$20.51	\$23.56	\$21.11	\$25.23	\$22.87	\$22.21	\$23.97	1	\$16.21	\$18.45	\$19.58
2	\$15.89	\$17.59	\$17.79	\$18.38	\$19.27	\$20.88	\$23.93	\$21.53	\$25.65	\$23.28	\$22.64	\$24.39	2	\$16.42	\$18.77	\$19.79
3	\$16.13	\$17.88	\$18.08	\$18.69	\$19.59	\$21.24	\$24.29	\$21.95	\$26.07	\$23.71	\$23.05	\$24.81	3	\$16.64	\$19.09	\$20.00
4	\$16.38	\$18.15	\$18.36	\$18.96	\$19.92	\$21.60	\$24.67	\$22.38	\$26.50	\$24.13	\$23.50	\$25.25	4	\$16.85	\$19.41	\$20.22
5	\$16.63	\$18.45	\$18.65	\$19.27	\$20.26	\$21.96	\$25.06	\$22.84	\$26.96	\$24.59	\$23.95	\$25.69	5	\$17.06	\$19.74	\$20.43
6	\$16.87	\$18.74	\$18.94	\$19.58	\$20.61	\$22.35	\$25.43	\$23.29	\$27.41	\$25.05	\$24.40	\$26.16	6	\$17.27	\$20.04	\$20.64
7	\$17.14	\$19.03	\$19.24	\$19.89	\$20.95	\$22.72	\$25.83	\$23.76	\$27.88	\$25.51	\$24.87	\$26.62	7	\$17.49	\$20.37	\$20.86
8	\$17.41	\$19.33	\$19.55	\$20.22	\$21.31	\$23.12	\$26.27	\$24.23	\$28.35	\$25.99	\$25.34	\$27.10	8	\$17.71	\$20.68	\$21.07
9	\$17.68	\$19.63	\$19.85	\$20.53	\$21.67	\$23.52	\$26.66	\$24.73	\$28.85	\$26.47	\$25.83	\$27.58	9	\$17.91	\$21.01	\$21.28
10	\$17.94	\$19.96	\$20.19	\$20.88	\$22.05	\$23.92	\$27.09	\$25.22	\$29.34	\$26.97	\$26.32	\$28.07	10	\$18.14	\$21.33	\$21.51
11	\$18.23	\$20.27	\$20.51	\$21.23	\$22.43	\$24.33	\$27.51	\$25.72	\$29.84	\$27.45	\$26.83	\$28.56	11	\$18.42	\$21.61	\$21.79
12	\$18.51	\$20.60	\$20.84	\$21.56	\$22.83	\$24.75	\$27.97	\$26.24	\$30.36	\$27.98	\$27.34	\$29.08	12	\$18.72	\$21.92	\$22.08
13	\$18.80	\$20.94	\$21.18	\$21.92	\$23.21	\$25.21	\$28.41	\$26.75	\$30.87	\$28.51	\$27.86	\$29.61	13	\$19.00	\$22.20	\$22.37
14	\$19.11	\$21.29	\$21.53	\$22.29	\$23.61	\$25.66	\$28.88	\$27.30	\$31.42	\$29.04	\$28.40	\$30.14	14	\$19.29	\$22.50	\$22.66
15	\$19.41	\$21.62	\$21.88	\$22.65	\$24.02	\$26.08	\$29.36	\$27.84	\$31.96	\$29.59	\$28.94	\$30.69	15	\$19.59	\$22.78	\$22.96
16	\$19.73	\$21.97	\$22.23	\$23.02	\$24.44	\$26.55	\$29.83	\$28.39	\$32.51	\$30.15	\$29.50	\$31.27	16	\$19.88	\$23.07	\$23.25
17	\$20.02	\$22.34	\$22.61	\$23.41	\$24.87	\$27.03	\$30.32	\$28.95	\$33.07	\$30.71	\$30.06	\$31.82	17	\$20.16	\$23.36	\$23.53
18	\$20.36	\$22.71	\$22.98	\$23.79	\$25.30	\$27.50	\$30.82	\$29.54	\$33.66	\$31.31	\$30.64	\$32.42	18	\$20.46	\$23.65	\$23.82
19	\$20.69	\$23.08	\$23.36	\$24.19	\$25.75	\$27.98	\$31.32	\$30.13	\$34.25	\$31.88	\$31.24	\$32.99	19	\$20.76	\$23.96	\$24.12
20	\$21.02	\$23.46	\$23.74	\$24.59	\$26.20	\$28.49	\$31.84	\$30.74	\$34.86	\$32.50	\$31.84	\$33.60	20	\$21.04	\$24.24	\$24.41
21	\$21.36	\$23.86	\$24.14	\$25.00	\$26.67	\$28.99	\$32.37	\$31.35	\$35.47	\$33.12	\$32.46	\$34.22	(MAX)	\$21.33	\$24.54	\$24.70
22	\$21.72	\$24.27	\$24.55	\$25.43	\$27.13	\$29.51	\$32.92	\$31.99	\$36.11	\$33.73	\$33.09	\$34.84				
23	\$22.07	\$24.67	\$24.96	\$25.86	\$27.62	\$30.05	\$33.46	\$32.62	\$36.74	\$34.37	\$33.73	\$35.48				
Max	\$22.43	\$25.08	\$25.38	\$26.31	\$28.10	\$30.56	\$34.04	\$33.27	\$37.39	\$35.06	\$34.37	\$36.17				

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Broke Outpatient SW 1 and 2, Addiction Counselors 1 and 2, Pharmacy Tech Uncertified and Pharmacy Tech Certified back out to separate grades

3/6/2022 - Pharmacy Tech Uncertified and Pharmacy Tech Certified moved back into MHW grades