

Complete Tentative Agreement

The attached represents the complete tentative agreement between Porter Medical Center and Porter Federation of Nurses and Health Professionals, AFT Vermont and is subject to ratification by the members of PFNHP. Articles not listed/attached are as per the current contract.

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 9/19/17 Karen Beinhauer 9/19/17

Tentative Agreement

Article 101 - Recognition

1. PMC recognizes PFNHP as the sole and exclusive bargaining agent with respect to the terms and conditions of employment for the following:

All full time and regular part time and per diem Registered Nurses employed by the Employer at Porter Hospital (including Emergency Department RNs, Medical/Surgical Unit RNs, Special Care Unit RNs, PACU RNs, Surgical Service/OR RNs, Scrub RNs, OB/Birthing Center RNs and Clinical Analyst IT RNs), Helen Porter Healthcare and Rehabilitation Center (including Post Acute Rehabilitation Center RNs, Memory Care RNs, Long Term Care RNs and Float RNs), ~~Addison Associates in OB/GYN~~ Porter Women's Health, Porter Cardiology (including Cardiac Stress RNs and Nurse Sonographers), ~~Porter Internal Medicine~~, Primary Care - Middlebury ~~Addison Family Medicine~~, Porter Champlain Valley Orthopedics, Middlebury Pediatric Primary Care and Adolescent Medicine, and Porter Ear Nose and Throat, located in Middlebury Vermont; Primary Care - Bristol ~~Internal Medicine~~ located in Bristol, Vermont; Primary Care - Vergennes ~~Little City Family Practice~~, and Tapestry Midwifery located in Vergennes, Vermont; Neshobe Family Medicine Primary Care - Brandon located in Brandon, Vermont; and Porter Medical Group ~~Practice Management~~ Float RNs assigned to the above facilities.

Excluding all service and maintenance employees, non-nursing professionals, LPNs and technical employees, physicians, business office and clerical employees, casual employees, Advanced Practice Registered Nurses (including Certified Registered Nurse Anesthetists, Certified Nurse Midwives, and Nurse Practitioners), Transport RNs, Infection Control RNs, Staff Development RNs, Clinical Quality RNs, Case Manager RNs, Discharge Planner RNs, MDS Coders, managerial and confidential employees, guards and supervisors as defined in the Act.

2. Work locations will be defined as follows:
 - a. Hospital – the Porter Hospital Facility at 115 Porter Drive, excluding any Practices.
 - b. Helen Porter – Helen Porter Healthcare and Rehabilitation Center at 30 Porter Drive.
 - c. Practices – all of the following medical practices:
 - Porter Women's Health ~~Addison Associates in OB/GYN~~ at 116 Porter Drive, Middlebury
 - Primary Care - Middlebury ~~Addison Family Medicine~~ at 82 Catamount Park, Middlebury
 - Primary Care - Bristol ~~Bristol Internal Medicine~~ at 61 Pine Street, Bristol
 - Porter Champlain Valley Orthopedics at 1436 Exchange Street, Middlebury



- Primary Care - Vergennes~~Little City Family Practice~~ at 10 North Street, Vergennes
- Pediatric Primary Care~~Middlebury Pediatric and Adolescent Medicine~~ at 1330 Exchange Street, Middlebury
- Primary Care - Brandon~~Neshobe Family Medicine~~ at 61 Court Drive, Brandon
- Porter Cardiology at 115 Porter Drive, Middlebury
- Porter Ear, Nose and Throat – Middlebury at 1330 Exchange Street, Middlebury, and at 69 Allen Street, Rutland, VT
- ~~Porter Internal Medicine at 116 Porter Drive, Middlebury~~
- ~~Tapestry Midwifery at 20 Armory Lane, Vergennes~~

3. Unless the context clearly requires otherwise, throughout the Agreement, the terms “Nurse”, “Employee” and “Bargaining Unit Employee” are used interchangeably to refer to those covered in this Agreement.

Alan Lee 9/19/17
Karen Brinkman 9/19/17

Tentative Agreement

Article 102 - Union Security

* * * *

On a monthly basis, PMC shall provide PFNHP with a status change report.

Steve Leo 9/14/17
by
Karen Bernham 9/14/17

PMC – Proposal

Article 105 - Grievance Procedure

The purpose of the grievance procedure is to provide for the prompt settlement of disputes between the parties.

1. The term “grievance” is defined as any claim or dispute alleging that there has been a misapplication, or violation of the terms of the collective bargaining agreement. It is the intent of the parties to attempt to resolve grievances at the lowest level. Issues should be presented as quickly as possible in order to try to resolve the problem.

2. A grievance will be processed as follows:

Step 1. A bargaining unit employee or the PFNHP may bring a verbal grievance to the employee’s immediate supervisor, or designee. If the supervisor or designee is not available, notice of a Step 1 grievance with a description of the alleged violation may be filed via email to the supervisor or designee. If the grievance is not resolved at the Step 1 meeting or if there is no meeting two business days after the date of the email notice, then the PFNHP shall file a written Step 2 grievance.~~If no settlement is reached at Step 1, the Union shall reduce the grievance to writing.~~

Step 2. Written grievances filed by PFNHP shall be presented to the employee’s immediate supervisor, or designee. Written grievances at Step 2 must be presented within ten (10) business days of when the PFNHP knew or should have known of the occurrence giving rise to the grievance. A meeting will be held no later than ten (10) business days of receipt of the written Step 2 grievance, and a response given within ten (10) business days of the meeting.

Step 3. If no settlement is reached at Step 2, grievances filed by PFNHP shall be presented to the CNO for the Hospital, or to the Director of Nursing for Helen Porter, or to the PMG Clinical Operations Director~~Director of Nursing for the Practices~~, or designees. Presentation of Step 3 shall be within ten (10) business days of the Step 2 response. A meeting will be held no later than ten (10) business days of the presentation of the Step 3 notice, and a response given within ten (10) business days of the meeting.

Upon mutual agreement of the parties, a grievance may be initiated at Step 3. Any termination grievance shall be initiated at Step 3.

Step 4. If no settlement is reached at Step 3, and PFNHP wishes to arbitrate, the grievance must be filed for arbitration within thirty (30) calendar days of the response from Step 3 by giving written notice to PMC. Unless agreed to by the parties, each grievance will be arbitrated separately.

3. The parties . . .

Gene Leo 9/14/17
Karen Beinhart 9/14/17

Tentative Agreement

Article 106 - Staffing Committees – Nursing Practice Council

Staffing in a healthcare environment is an extremely departmentally-driven and complicated issue. The parties share the goal of maintaining sufficient staff to provide high quality care for all patients. To allow both parties to address proper staffing in an on-going manner, the parties agree to set up a Nursing Practice Council six Staffing Committees, one for OB, one for Perioperative Services, one for Med/Surg, one for the ED, one for Helen Porter and one for the Practices.

The Nursing Practice Council will regularly review the following issues:

- Staffing levels on each unit and in each area sufficient to provide safe and high quality care;
- Clinical nursing practice issues affecting patient care, striving for excellence and innovation as a driving factor for change and/or improvements;
- Appropriate clinical nursing practice standards;
- Achieving and/or exceeding clinical and regulatory outcomes;
- Implementation of evidence-based clinical practice recommendations;
- Supporting clinical inquiry through discussion, problem-solving and nursing research;
- Consistent review of quality initiatives, educational needs, professional development, collegial review and recognition efforts for clinical improvements;
- Any other issue impacting nursing care and agreed upon by the parties; and
- Details of BSN Program (See Article 407 Orientation/Training/Education).

The Council Each committee shall have an equal number of representatives from management and the Union, with a maximum of 64 representatives from each side. The Council shall have two co-chairs, one from each side. Jointly, the co-chairs Each committee shall be responsible for establishing a regular agenda and meeting time. Each co-chair shall provide the other with its proposed meeting agenda a minimum of two weeks prior to the meeting date. The Council shall meet at least monthly; or, upon agreement by both parties, the Council may meet more often. The HP and Practices committees shall meet quarterly, unless the committee agrees to a different schedule. The OB, Perioperative, M/S and ED Committees shall meet monthly, unless the committee agrees to a different schedule.

The committees will focus on developing overall staffing recommendations and reviewing any staffing issues that may have occurred during the previous quarter/month.

The Council can appoint staffing committees for any unit, HP or the Practices. The Council will determine the applicable rules for such committees.

Attendance at Council and staffing committee meetings shall be considered paid time. In addition, PMC will reimburse bargaining unit employee a combined total of 6 hours for each Council meeting at the bargaining unit employee's base rate of pay (not including other payments, such as differentials) for preparation for Council meetings. PFNHP will determine distribution of the hours and must submit the information to PMC. The time must

Handwritten signatures of two individuals, likely representing the parties to the agreement.

be coded as Union Time for payroll purposes and will not be used to calculate the overtime rate, nor will it be considered work time for any purposes including the calculation of overtime, satisfaction of per diem hours, or any other incentive payments.

The Council shall have the authority to create staffing guidelines for any specific unit, which must be signed off by both the PFNHP President and the CNO.

The Council shall complete staffing guidelines for Med Surg and Helen Porter by May 15, 2018 and all other units by September 15, 2018. Compliance with agreed upon staffing guidelines is subject to the grievance and arbitration procedure, except that the parties agree to participate in non-binding mediation before proceeding to arbitration. Grievances regarding staffing shall be presented initially at Step 3

SIDE LETTER

The initial meeting of the Council shall be on or before November 30, 2017.

*Blue Feb 9/19/17
Karee Berhman 9/19/17*

Tentative Agreement
Article 108 New Technologies

Strike all and replace with:

Employees will receive appropriate training and demonstrate proficiency before being expected to use a new technology, and employees shall make best efforts to attend in-services when offered.

PMC agrees that the PFNHP President, or designee, will be a member of the the Value Analysis Committee (VAC). On a quarterly basis, the CNO shall review the approved capital budget with the PFNHP President. IF the CNO and the PFNHP President determine that it is appropriate to set up a formal process for seeking input from bargaining unit employees, the parties will establish an appropriate process to do so.

Time spent in committees and meetings under this article will be considered paid time.

Agreed 9/19/17
Karen Bernhart 9/19/17

Tentative Agreement

Article 110 - Duration

This Agreement shall be for the period from October 1, 2017 until September 30, 2020~~December 23, 2014 until September 30, 2017~~, and the terms and conditions shall become effective on the date of the execution of the Agreement, unless otherwise specified in this Agreement.

The party wishing to modify this Agreement shall serve written notice on the other party by registered mail no later than ninety (90) calendar days prior to the expiration date. Should a successor Agreement not be executed by the expiration date, this Agreement shall remain in full force and effect until either (1) a successor agreement is executed, (2) an impasse in negotiations is reached, or (3) one party gives the other party at least 30 days' written notice of termination of this Agreement. Neither party may rely on sections 2 or 3 in the previous sentence to end this Agreement after the expiration date unless the parties have utilized the mediation services offered by FMCS.

Agreed 9/19/17
Karen Berhman 9/19/17

PMC – Proposal

Article 113 – Bulletin Boards [NEW]

PMC will designate sites where the Union can install one reasonably-sized bulletin board at Helen Porter and one reasonably-sized bulletin board at the Hospital for the exclusive use of the Union. The Employer will consult with the Union to determine the locations most suitable for bulletin board placement and will make reasonable efforts to ensure that bulletin boards are placed in a prominent location regularly visited by the majority of bargaining unit employees. The bulletin boards shall be glass enclosed and have a locking mechanism (keys held by PMC and PFNHP).

The Union shall submit all proposed postings on the bulletin boards to the Employer for prior approval except:

1. — Notices of Union meetings;
2. — Notices of elections of Union officials and the results of such elections;
3. — Notices of recreational and social events.

The bulletin boards shall not be for the posting of any material derogatory to the Employer or its employees. Similarly, the Employer shall not post any material derogatory to the Union or its employees on Employer bulletin boards.

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Gene Leo 9/14/17
Karen Bernham 9/14/17

Tentative Agreement

Article 201 - Work Schedules

A. The following apply in all locations:

1. Work schedules shall be posted in the applicable work location.
2. Employees may find another person to cover their scheduled shift so long as:
 - a. The person is qualified.
 - b. The commitment will not result in overtime, unless approved by the manager.
 - c. The manager approves the change.
3. Employees with committed hours will be scheduled first and they shall have priority over travelers. Any hours above committed hours shall be scheduled only with the employee's consent.
4. For vacation scheduling, see Article 204; for holiday scheduling see Article 306.
5. Employees shall have at least 8 hours off between any scheduled shifts.
6. Employees shall discuss with their manager concerns related to the minimum and maximum number of consecutive shifts that are scheduled and request limitations.
7. PMC may offer 12 or 10 hour shifts in all work areas where the hours of operation will support them.
8. Shift Rotation. PMC will make every attempt to minimize shift rotation. Prior to any shift rotation, PMC shall seek volunteers with necessary skill and ability first. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest Bargaining Unit Seniority. If nobody volunteers, the least senior qualified bargaining unit employee will be rotated.
9. Scheduled Time Off. Scheduled time-off requests for bargaining unit employees will be submitted at least 6 weeks before the first day of a new schedule. Conflicting requests will be decided by Bargaining Unit Seniority if the employees are unable to resolve the conflict themselves. Special requests, meaning those that require more advanced planning, should be discussed with the Manager as needed. The Managers will use their discretion in considering these requests.
10. Changes to Posted Schedule. Once the preliminary schedule is posted, bargaining unit employees may take scheduled time off only if the bargaining unit employee (a) has found suitable coverage for that shift without incurring overtime, and (b) received prior permission from the manager.

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10.11. Show Up Pay. If an employee is scheduled (including called in for Urgent or on-call), and comes in to work, the employee will be compensated for all hours worked, for a minimum of two hours, unless they are notified not to come in to work at least 60 minutes prior to the start of their shift or unless they leave early for personal reasons.

B. Hospital and Helen Porter. The final schedule will be posted at least 2 weeks in advance of the first day on which the schedule is to become effective. The specific work schedule shall cover a period of at least 4 weeks. Once the final work schedule is posted, it shall be changed only with the consent of the employee.

The following process shall be used to create the schedule:

- All requests for time off shall be given to the manager at least 6 weeks before the first day of a new schedule.
- A preliminary schedule shall be posted 4 weeks before the first day of a new schedule for one week. The preliminary schedule will list any holes in the schedule. Any openings on the schedule shall be filled in the following priority: (i) by per diems who submit their requests in writing within one week of the posting of the preliminary schedule, on a rotating basis starting with the per diem with the most Bargaining Unit Seniority; (ii) by part-time and full-time employees from the same unit/department without incurring overtime, on a rotating basis starting with the employee with the most Bargaining Unit Seniority; (iii) by part-time and full-time employees from a different unit/department without incurring overtime, on a rotating basis starting with the employee with the most Bargaining Unit Seniority.

C. Self-Scheduling Option. The self-scheduling option may be initiated by a group of employees in a unit or practice with prior management approval. The final schedule will be posted at least 2 weeks in advance of the first day on which the schedule is to become effective. If self-scheduling is adopted, any disputes that cannot be resolved by the employees will be resolved by the manager. If either the manager or a majority of the employees decide to forego self-scheduling, PMC will adopt the procedures set forth herein for the appropriate location.

D. Practices. The manager at each practice is responsible for creating the schedule and reviewing all requests for changes. The schedule of employees ~~who are not in a floating position~~ will not be changed within 14 days of the shift, unless the employee consents. Location assignments for employees in a floating position may be changed at any time.

SIDE LETTER: Employees who are regularly assigned an 8-hour shift as of September 15, 2017, shall not be required to work a different shift during the term of the 2017-2020 CBA, unless they agree to do so.

Fluorid 9/19/17
Raven Beinhauer 9/19/17

Tentative Agreement

Article 202 - Weekends

A weekend is defined as the night shift on Fridays and Saturdays and the day and evening shifts on Saturdays and Sundays.

Hospital and Helen Porter. Full and part-time bargaining unit employees are generally required to work two shifts every other weekend. Employees may request to work additional weekends. With prior management approval, employees may trade weekend shifts. Weekend rotation schedules shall be changed only after giving at least four weeks' notice, unless mutually agreed. If there are no volunteers and if there is not mutual agreement, weekends will be changed in reverse order of bargaining unit seniority. Holiday obligations take precedence over weekend rotations.

Where staffing permits, employees may have more than every other weekend off, e.g., they may work every third weekend. In such areas, distribution of weekend shifts shall be voluntary and equitable.

~~If a Helen Porter nurse works as the charge nurse, then this provision shall not apply.~~

Porter Medical Group Practice Management. Where needed, bargaining unit employees will be required to work weekend hours, as scheduled. Weekend work duties shall be shared by employees of the same practice as equitably as possible. Weekend schedules shall be changed only after giving at least four weeks' notice, unless mutually agreed.

~~**MPAM.** MPAM may continue the practice of seeking volunteers to cover phone triage for MPAM physicians on the weekend. Employee voluntary call shall be limited to 10 hours per weekend and the Employee shall be paid their base rate of pay per hour on call. PMC may eliminate this practice with 14 days' notice to the employees.~~

SIDE LETTER:

Bargaining unit employees currently in a day charge nurse position at Helen Porter will not be required to work a weekend shift, unless they volunteer to do so.

Gene Lee 9/19/17
Karon Belkham 9/19/17

PMC – Proposal

Article 204 - Vacation Scheduling

A. Hospital. During January of each year, bargaining unit employees of each unit may sign up for up to 2 weeks of vacation for the summer (Memorial Day to Labor Day), in order of Bargaining Unit Seniority. All requests must be in full week increments, starting on a Monday, unless approved by the manager. At least ~~Not more than one~~ two bargaining unit employees per shift ~~it may sign up for a specific~~ the same week. With prior manager approval, more than one bargaining unit employee per shift may sign up for the same week. All requests must be made in the vacation request book.

In cases where summer vacation requests conflict, the manager will notify the involved employees who shall attempt to resolve such conflict. If the employees are unable to resolve the conflict, the vacation requests will be decided first on a rotational basis, then by Bargaining Unit Seniority. Rotation is based on whether the employee had their vacation request for the prior summer approved or denied. If the rotation analysis does not produce a decision then the request will go to the employee with the most Bargaining Unit Seniority.

All summer vacation requests must be received by January 31 and will be granted or denied in writing no later than March 1. Summer vacation requests made after this timeframe will still be honored as scheduling allows. In an effort to assure that all nurses have summer vacation, up to two weeks will be offered to all before a third week is granted.

~~For a~~ Non-summer vacation requests may be made up to a year in advance and shall be approved or denied in writing within 14 calendar days. If there are conflicts, every effort will be made to resolve conflicts informally. The manager will notify the involved nurses if there is a scheduling conflict and those nurses will attempt to resolve the conflict. In the event that a scheduling conflict remains, the vacation will go to the employee with the most Bargaining Unit Seniority on a rotating basis.

B. Helen Porter. Scheduled vacation requests for bargaining unit employees in Helen Porter will be submitted the first week of the quarter for time off during the following quarter. For example during the first week of April, time off requests for July, August and September would be submitted to the Manager. Conflicting requests will be decided by first come, first served. Special requests, meaning those that require more than 3 months advanced planning or requests upon short notice, should be discussed with the Manager as needed. The Managers will use their discretion in considering these requests.

C. Porter Medical Group Practices. Scheduled vacation requests for bargaining unit employees in the Practices are limited by the number of providers who will be working. CTO requests will be submitted the first week of the quarter for time off during the following quarter. For example during the first week of April, time off requests for July, August and September would be submitted to the Practice Manager. Conflicting requests will be decided by first come,

first served. Special requests, meaning those that require more than 3 months advanced planning or requests upon short notice, should be discussed with the Practice Manager as needed. The Practice Managers will use their discretion in considering these requests.

D. The following shall be applicable to all locations:

No vacation time will be approved in this manner for the time period between December 15 and January 15. Requests for time off between December 15th and January 15th shall be made by September 1st. and shall be approved or denied in writing within 14 calendar days. If there are conflicts every effort will be made to resolve conflicts informally. The manager will notify the involved nurses if there is a scheduling conflict and those nurses will attempt to resolve the conflict. In the event that a scheduling conflict remains, the vacation will go to the employee with the most Bargaining Unit Seniority on a rotating basis.

Coverage:

(i) PMC is responsible for covering approved vacation time.

(ii) Employees shall not be scheduled or required to perform any weekend duty either on the weekend immediately preceding or following any scheduled vacation week (but not both), nor any weekend that falls within the scheduled vacation period.

(iii) Employees must have adequate CTO to cover scheduled vacations. If the use of CTO to cover involuntary staffing adjustments results in insufficient CTO accrual for scheduled vacation, the employee may take unpaid time after the CTO has been exhausted for the duration of the scheduled vacation.

Glenn Deo 9/14/17
Karen Bernham 9/14/17

Tentative Agreement

Article 205 - On Call (not after Staffing Adjustments)

An employee working in Surgical Services shall arrive within 20 minutes after being called in, unless a later time is specified; ~~and they shall receive restricted call pay as set forth in Article 303.~~ An employee working in OB shall arrive within 30 minutes after being called in, unless a later time is specified.

Employees in all other areas shall arrive within 60 minutes after being called in. ; ~~and they~~ On-call employees shall receive ~~unrestricted~~ call pay as set forth in Article 303.

PMC shall provide beepers or arrange for another method of contact with employees. Sleep rooms may be provided, if available, free of charge, for employees who are on call.

PMC shall determine if an on call program is required or not. Call, including weekend and holiday call, shall be assigned on a rotational basis, in a fair and equitable manner.

If an employee comes in to work while on call, they will not be required to report in for a regularly scheduled shift until they have had 8 hours of rest, unless the employee notifies the manager that the employee can come in earlier. In addition the employee may leave earlier than scheduled, if the supervisor and the employee agree, or arrive later than scheduled, if the supervisor and the employee agree.

Surgical on call shall be for urgent and emergency cases, based on treating physician's medical determination. Surgical services employees shall be on call for their assigned unit only, unless the employee volunteers..

A non-surgical services employee shall be on call for their assigned unit, or to a unit to which they may be floated, unless the employee volunteers.

If a bargaining unit employee who is on call is called in to work in a unit other than their assigned unit (or volunteers to float), they will get 2.0 times their appropriate rate of pay instead of 1.5. Before an on call employee is floated, urgent pay must be offered to employees in the home unit.

Employees who are scheduled to be on call for a holiday shall not be required to use CTO. Employees have the option to use Manual Accrual time or to be scheduled for another day that week if the employee's FTE allows for this scheduling.

Call shall begin 15 minutes prior to the close of the latest scheduled shift.

In the event that a unit closes early, call shall be covered by the employees who were scheduled to work that time period, consistent with Article 208.

Employees shall not be scheduled to be on call on a day off unless the employee volunteers to do so.

PMC may initiate a voluntary on-call program with notice to the union. These on-call programs shall be designed to accommodate anticipated increases in census and/or acuity.

Heidi Des 9/19/19
Karen Berthauer 9/19/19

Tentative Agreement

Article 207 - Floating

Bargaining unit employees who float shall be required to take on patient assignments only if they have been fully oriented to the unit. If they are not fully oriented, they may still be required to participate as "helping hands." For purposes of this Article, "fully oriented" means that the employee would be working within their documented competencies.

Hospital. Bargaining unit employees in the OR will not be required to float, except to ASU and PACU. Bargaining unit employees in the Hospital (other than those in the OR) will not be required to float to:

- OR
- Helen Porter
- Practices

But, bargaining unit employees in OB who float to another unit will not be assigned to work with a patient who has a fever or an infection.

Helen Porter. Bargaining unit employees in Helen Porter will not be required to float to:

- Hospital
- Practices

Practices. Bargaining unit employees in the Practices will not be required to float to:

- Hospital
- Helen Porter

In case of emergency or extremely urgent patient need, bargaining unit employees may be required to work to the best of their ability in another area regardless of the provisions of this Article.

PMC may establish a float pool to help supplement staffing where required. PMGPPM float pool nurses shall be oriented at the locations where they will be scheduled to work.

When there is a need for floating, PMC shall seek volunteers, then float travel/agency nurses, then nurses in inverse order of bargaining unit seniority on a rotational basis (unless otherwise required for patient care needs).

A floated nurse will return to their unit or practice when it is determined that the patient care need is greater in that unit. If an employee is interested in cross-training to another unit/practice, PMC agrees to work with that employee to identify opportunities to gain sufficient competencies in the other unit/practice.

An employee on orientation may not be floated. In addition, a new graduate nurse may not be floated for six months.

Alina Leo 9/19/17
Karen Bernhart 9/19/17

Tentative Agreement
Article 208 - Staffing Adjustments

A. PMC will make staffing adjustments based on patient census, acuity and scheduling changes. If fewer staff are required, PMC shall utilize the following procedures:

1. Reduce employees working an urgent shift.
2. Reduce employees working overtime hours.
3. Ask for voluntary floats.
4. Ask for volunteers to work another shift where there is a staffing need during the pay period.
5. Ask for voluntary reductions.
6. Require completion of mandatory training and other educational requirements.
7. Require travelers to float, if qualified.
8. Require floating, if there is a need in other areas for which the employee is qualified, as per Article 207 "Floating."
9. Reduce staff working extra shifts.
10. Reduce travelers.
11. Reduce per diems. No bargaining unit employee will be reduced involuntarily more than 24 hours per month.
12. Reduce remaining staff by Bargaining Unit Seniority on a rotating basis. No bargaining unit employee will be reduced involuntarily more than 12 hours per month.

(or 2.0 times their appropriate rate of pay if floated)

B. An employee may elect to use CTO or may elect to take time off without pay by using manual accrual hours. Earned time and benefits shall accrue for all voluntary hours taken.

C. Any reduced employee may be placed on call. The employee shall receive the appropriate-unrestricted on-call stipend for all hours spent on call. If the employee is called into work while on call, the employee will also be compensated for all hours worked, for a minimum of two hours, at a compensation rate that is 1.5 times their appropriate rate of pay, including appropriate shift differentials even if the minimum number of hours to receive such differential has not been worked. Employee shall arrive as soon as possible or within their required arrival time. 60 minutes of being called, except OB employees who shall arrive as soon as possible or within 30 minutes of being called.

Surgical services employees shall be on call for their assigned unit only, unless the employee volunteers..

A non-surgical services employee shall be on call for their assigned unit, or to a unit to which they may be floated, unless the employee volunteers.

If a bargaining unit employee who is on call is called in to work in a unit other than their assigned unit (or volunteers to float), they will get 2.0 times their appropriate rate of pay instead of 1.5. Before an

call employee is floated, urgent pay must be offered to employees in the home unit.

[Signature] 9/19/17
Karen Behnam 9/19/17

Tentative Agreement

Article 301 - Wages

FY15 – Increase. Effective the first payroll period in January 2015, all bargaining unit employees shall receive a 2% increase to their base pay.

FY16 – Increase and Implement Step System. Effective the first payroll period in January 2016, all bargaining unit employees shall receive a 2% increase to their base pay. In addition, effective the first payroll period in January 2016, PMC shall establish a 20-step wage scale with 2% in between each step. A copy of the table with the appropriate classifications is attached. Each bargaining unit employee will be placed into a step in his or her classification which is closest to his/her current rate of pay without decreasing the current rate.

Exempt employees shall receive a 2% increase in their base pay.

A. Wage Increases.

FY18/17 – Increase. Effective the first payroll period in January 2018/2017, all eligible bargaining unit employees shall receive a one and one half percent increase in pay by moving the range one and one half percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase in pay, but they will get a lump sum bonus equal to two percent of the employee's total compensation for the prior calendar year, payable in the first payroll period in February.

Exempt employees shall receive a 3.52% increase in their base pay.



FY19 – Increase. Effective the first payroll period in January 2019, all eligible bargaining unit employees shall receive a one half percent increase in pay by moving the range one half percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase, but they will get a lump sum bonus equal to two percent of the employee's total compensation for the prior calendar year, payable in the first payroll period in February.

Exempt employees shall receive a 2.5% increase in their base pay.

FY20 – Increase. Effective the first payroll period in January 2020, all eligible bargaining unit employees shall receive a one half percent increase in pay by moving the range one half percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase, but they will get a lump sum bonus equal to two percent of the employee's total compensation for the prior calendar year, payable in the first payroll period in February.

Exempt employees shall receive a 2.5% increase in their base pay.

B. Extra Steps. Effective the first payroll period in January 2018, any employee who is off by more than four steps will be moved up so that they are off by four steps. Effective the first

payroll period in January 2019, any employee who is off by more than two steps will be moved up so that they are off by two steps. Effective the first payroll period in January 2020, any employee who is off their proper step will be moved up so that they are on their proper step.

~~FY17 Extra Step Increase. Effective the first payroll period in July 2017, any employee who is working at a step that is below their appropriate step based on years of RN experience will be moved one additional step.~~

C. Job Change. If a bargaining unit employee moves to a different RN classification, the bargaining unit employee will be paid at the same step in the new classification.

D. External Hiring Guidelines. New bargaining unit employees will be placed on the step equal to their years of RN experience. The appropriate step is based on full years of service as an RN (e.g., Step 1 is less than 1.5 years of experience, Step 2 is 1.5 to 2.5 years of experience, etc.). The hiring manager may adjust the step based on the needs of the organization by no more than 2 steps up or down from the new employee's years of RN experience.

SIDE LETTER

The Union agrees to withdraw with prejudice the grievance related to the July 2017 Step Increases.

PMC agrees that RNs who regularly perform cardiac stress tests will be placed at the same wage range as hospital unit RNs.

Accepted 9/19/17
Karen Behrman 9/19/17

Tentative Agreement

Article 303 - Differentials

PMC shall pay the following differentials to hourly bargaining unit employees.

1. Evening. All hours worked between 3:00 pm and 11:00 pm, if the shift includes at least three hours between 3:00 pm and 11:00 pm or the entire shift is within the designated period.

- Hospital and PMGPPM \$3.00 per hour
- Helen Porter \$0.50 per hour

Effective the first payroll period in January 2018, the HP evening differential will increase to \$1.00 per hour. Effective the first payroll period in January 2019, the HP evening differential will increase to \$1.50 per hour. Effective the first payroll period in January 2020, the HP evening differential will increase to \$2.00 per hour.

2. Night. All hours worked between 11:00 pm and 7:00 am, if the shift includes at least three hours between 11:00 pm and 7:00 am or the entire shift is within the designated period.

- Hospital & PMGPPM \$4.00 per hour
- Helen Porter \$4.00 per hour

3. Weekend. All hours worked between 11:00 pm on Friday night and 11:00 pm on Sunday night.

- Hospital & PMGPPM \$2.00 per hour
- Helen Porter \$2.00 per hour

The weekend differential shall be paid on top of any applicable evening or night differential.

4. On Call. PMC shall pay \$3 per hour for 20 minute call, and \$2 per hour for all other unrestricted call and \$3 per hour for restricted call. An hourly employee who is designated as on call shall receive the on call stipend for all hours spent on call. If an employee is called in to work while on call, the employee will also be compensated for all hours worked, for a minimum of two hours, at a compensation rate that is 1.5 times their appropriate rate of pay, including appropriate shift differentials even if the minimum number of hours to receive such differential has not been worked. On call pay will end at the beginning of a regularly scheduled shift, but this sentence shall not apply to on call for staffing adjustments.

5. PMGPPM Float. PMC shall pay bargaining unit employees in the PMGPPM float pool an extra \$3.00 per hour.

6. Ambulance Transport. PMC shall pay bargaining unit employees a lump sum of \$45 per transport when PMC determines that an RN is required to accompany a patient, which is in



addition to any compensation for hours worked. If an RN is called in to cover for the nurse who is accompanying the transport or if the RN is called in to do the transport, the RN will be paid 1.5 times their base rate plus applicable differentials.

7. Practices Lead Nurse. ~~Effective in the first pay period in January 2016,~~ PMC shall pay a \$3 per hour differential for all hours worked as a lead nurse at one of the practices

8. Helen Porter Charge. ~~PMC shall pay a \$1 per hour differential for all hours worked as a charge nurse at Helen Porter. Effective in the first pay period in January 2016,~~ PMC shall pay a \$3 per hour differential for all hours worked as a charge nurse at Helen Porter.

9. Hospital Charge. ~~Effective in the first pay period in January 2016,~~ PMC shall pay a \$1 per hour differential for all hours worked as a charge nurse in the hospital. Effective in the first payroll period in January 2018, PMC shall pay a \$2 per hour differential for all hours worked as a charge nurse in the hospital. Effective in the first payroll period in January 2019, PMC shall pay a \$3 per hour differential for all hours worked as a charge nurse in the hospital.

10. Per Diems. PMC shall pay \$2 per hour for all hours worked as a per diem employee. In addition, any bargaining unit employee who completes the requirements for an Option C per diem employee during a calendar year, per Article 403 "Employment Status," shall be paid a lump sum bonus of \$500 payable in the first full pay period in February.

11. Urgent Pay.

A. Full-time, part-time, and per diem bargaining unit employees will be paid urgent pay if management determines the need for additional bargaining unit employees (beyond scheduled employees and on-call employees) within twenty four (24) hours from the start of the shift. Urgent pay will be considered a differential equal to 50% of the bargaining unit employee's appropriate rate of pay, including applicable differentials. Overtime and/or holiday rates shall also apply to the urgent pay rate.

B. Any bargaining unit employee who misses scheduled work is not eligible for urgent pay during that same pay period. However, urgent pay will not be denied in any pay period for a single absence which does not exceed four (4) hours.

C. If the shift is identified as eligible for urgent pay, the entire shift will be paid as urgent pay. Bargaining unit employees may agree to work for less than the full shift with the manager's approval.

D. Urgent pay shall be offered to bargaining unit members in the following order. When the need is identified, the manager (or designee) shall award the shift based on the following priority:

1. Available bargaining unit volunteers from within the home unit who are currently working on the unit will be asked to work, by bargaining unit seniority.



2. If no one volunteers, bargaining unit members from the unit needing coverage shall be contacted via mass text, then those who opt out of text messages shall be called by bargaining unit seniority. The first person to reply shall be offered the urgent shift.
3. If no employee from the unit needing coverage accepts the urgent pay shift within 30 minutes of the mass text, bargaining unit members who are cross-trained to the unit needing coverage shall be contacted by mass text, then those who opt out of text messages shall be called by bargaining unit seniority. The first person to reply shall be offered the urgent pay shift.
4. To bargaining unit employees who are willing to work part of the urgent shift, but only with the manager's prior approval, by bargaining unit seniority. Bargaining unit employees must communicate their desire to work a partial shift when declining the initial offer. Management will decide 30 minutes after the text in section D(3) is sent out.

Alene Lee 9/19/17
Karen Behnam 9/19/17.

Tentative Agreement

Article 304 – Benefits

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

- Health Insurance. ~~Effective January 2016,~~ PMC shall pay 75% ~~of the~~ following percentage for the premiums:
 - Full-Time ~~75%~~
 - Part-Time ~~70%~~
- Dental Insurance. ~~Effective January 2016,~~ PMC shall pay the following percentage for the premiums:
 - PMC shall pay the full premium for single employee coverage in the Core Plan, and employees shall be responsible for any additional premium for additional coverage.
 - Employees who elect the Buy-Up Plan will be responsible for paying all of the additional premium.
- Vision Plan
- Life Insurance
- Short-Term and Long-Term Disability Insurance
- Retirement Plan
- Flexible Spending Account

Heide Led 9/17/19
Karen Beinhauer
9/19/17

Tentative Agreement

Article 305 – Time Off

* * * *

7. CTO will be paid out upon separation of employment or change of status to per diem.

[Signature] 9/19/17
Karen Beinhart 9/19/17

Tentative Agreement

Article 306 – Holidays


PMC provides eligible bargaining unit employees with the following holidays, on the same terms and conditions as provided to other PMC staff. PMC may make changes so long as they are uniformly applied and PMC provides the Union 30 days advance notice of any material changes.

Holiday	Definition of Holiday for Timekeeping Purposes
New Year's Day	January 1 (3 pm 12/31 – 11 pm 1/1)
Memorial Day	Last Monday in May (11 pm night before – 11 pm on holiday)
Independence Day	July 4 (11 pm 7/3 – 11 pm 7/4)
Labor Day	First Monday in September (11 pm night before – 11 pm on holiday)
Thanksgiving Day	Fourth Thursday in November (11 pm night before – 11 pm on holiday)
Christmas Day	December 25 (3 pm 12/24 – 11 pm 12/25)

Bargaining unit employees who work during a holiday will be paid 1.5 times their base hourly rate for all hours worked during the holiday. They will also be eligible for any applicable differentials.

PMC shall schedule holidays on a rotational basis and shall be based on what holidays the employee worked and/or did not work the prior year. ~~PMC shall schedule holidays on a rotational basis with a maximum of every other holiday. Placement on a rotation with the effective date of this Agreement shall be based on what the employee worked and/or did not work the prior year.~~

Employees shall be allowed with manager approval to switch holidays or find their own replacements from other employees, including per diems who volunteer to work holidays, provided that the replacement is qualified to do the work. In such cases, switching or getting coverage for an assigned holiday will not change the holiday rotation. For example, an RN's holiday schedule will not change the next year if she covers a holiday for which she was not scheduled in the current year. Management will make best efforts to make sure that no employee works more than their usual shift obligation on any scheduled holiday, unless the employee agrees to do so.



Employees shall receive call-in premium equal to two times the employee's overtime rate for a minimum of 2 hours to a maximum of the actual hours worked on any shift designated for holiday pay.

Alue Leo 9/14/17

Karen Bernham 9/14/17

Tentative Agreement
PMC-PFNHP, Local 5753
Clinical Advancement Program

Article
310
(new)

Mission Statement:

The Porter Medical Center Clinical Advancement Program (CAP) is designed to recognize registered nurses who attain and maintain a higher level of clinical practice and continue to develop themselves and the nursing profession.

Purpose:

The Clinical Advancement Program supports the continuous development of the professional registered nurse, which is critical to nursing practice. CAP activities result in higher quality nursing practice, which ultimately benefits patients and provides a foundation for improved staff satisfaction and retention.

Goals:

- Increase nursing recruitment, retention, and satisfaction
- Foster professional development and excellence in clinical nursing
- Promote nursing recognition, peer leadership, and autonomy in clinical practice
- Nurture patient, family, and community partnerships
- Support achievement of Porter Medical Center's mission and vision while increasing nursing awareness of organizational goals

Eligibility:

- Any RN (full-time, part-time, per diem) may apply following the completion of six months employment
- The nurse that applies must meet all criteria for their job description prior to applying
- The nurse that applies may have had no disciplinary actions within the previous 3 months

Submission and Renewal:

- Applicants may submit a portfolio to the committee for consideration on or before June 30~~April 30~~ and December 31~~October 30~~.
- All activities included in the portfolio must have been completed within the previous 12 months
- The RN must re-apply annually to renew their current level or apply for a different level
- Any RN who does not wish to reapply at the end of the 12- month period will be returned to Level 1
- Applicants shall obtain and review CAP submission packet, complete all required documents, and submit the complete portfolio to the CAP committee prior to the close of the application deadline
- If an applicant has any question regarding the eligibility of an activity they choose to submit, they are encouraged to seek the approval of the CAP committee.

Reviewed 9/19/17
Karen Berhauer 9/19/17

Tentative Agreement

PMC-PFNHP, Local 5753 Clinical Advancement Program

Compensation:

- The committee shall submit the names of the successful candidates and the level achieved to the finance department and CNO by January 15~~May 15~~ or July 15~~November 15~~
- The following lump sum payments will be made semi-annually to the successful candidates (to be paid in the first full pay period in February or August):

Level	Annual Payment	Date and Amount paid in the first full pay period in February	Date and Amount paid in the first full pay period in August
II	\$1,000	June 30 pay period: \$500	December 31 pay period: \$500
III	\$1,500	June 30 pay period: \$750	December 31 pay period: \$750
IV	\$2,000	June 30 pay period: \$1,000	December 31 pay period: \$1,000

- Upon separation from the organization, the successful candidate shall receive the balance of her/his CAP compensation

Clinical Advancement Program Committee:

- The committee shall consist of a facilitator, four bargaining unit RNs chosen by the Union, and two to four management representatives designated by PMC
- The facilitator shall be a bargaining unit member elected by the committee to a two-year term
- The facilitator shall vacate any current unit representative position, if applicable
- The committee shall meet a minimum of three times per year
- The committee shall be responsible for portfolio review, review and discussion of activity requests, completion of payroll change forms (if applicable), notifying program participants of portfolio status, and providing notification of withdrawal
- Meeting schedules will be posted on each nursing unit and meeting attendance shall be considered paid time for Union employees
- Committee members will be expected to attend more than half of the meetings
- Committee members that are unable to consistently meet the attendance requirements will be asked to step down and recommend a suitable replacement
- If a committee member cannot attend a meeting, they are expected to send a suitable replacement

Clinical Advancement Levels:

Level I:

- Meets baseline criteria for employment per job description

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PMC-PFNHP, Local 5753 Clinical Advancement Program

Level II:

- Meets baseline criteria for employment per job description
- Accumulates 18 contact ~~12 baseline education hours (i.e. CEUs)~~
- Earns at least 3 activity points
- Must earn points from 2 different categories

Level III:

- Meets baseline criteria for employment per job description
- Accumulates 22 contact ~~18 baseline education hours (i.e. CEUs)~~
- Earns at least 6 activity points
- Must earn points from 3 different categories

Level IV:

- Meets baseline criteria for employment per job description
- Accumulates 26 contact ~~24 baseline education hours (i.e. CEUs)~~
- Earns at least 9 activity points
- Must earn points from 3 different categories
- Enrolled in a BSN or MSN degree program prior to applying

Clinical Advancement Program Letter- to be maintained~~developed~~ by committee

~~Continuing Education/Contact Hours Documentation-~~ to be maintained~~developed~~ by committee

RN CAP Activity Documentation- to be maintained~~developed~~ by committee

Hours or activities may be used to satisfy only one requirement.

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PMC-PFNHP, Local 5753 Clinical Advancement Program

Category: Education	
The nurse recognizes the need for continuous personal development to ensure competency in order to provide excellent patient and family centered care	
Included Activities	Work Required to Earn Activity Points
1. Professional Education	8 actual hours of education in nursing related area = 1 point
2. College Courses	Points given based on the number of course credits—nursing-related course = 1 point
3. BS/MSN in Nursing or Related Field	BSN = 2 points, OR MSN = 3 points
4. Baseline Education (i.e. CEUs)	12 hours in ADDITION to the requirements for the level = 1 point
Category: Teaching	
The nurse teaches patients, families, and peers to promote community health and evidence-based practice	
Included Activities	Work Required to Earn Activity Points
1. Community Educator	8 hours of instruction = 1 point
2. Community Health Related Service	6 hours of service = 1 point
3. Provider Course Instructor	Active instructor with proof of teaching 1 course = 1 point
4. Poster and Presentation at Competency Fair	1 poster with presentation at competency/skills fair = 1 point
Category: Departmental Support	
The nurse demonstrates respect and understanding for peers and other disciplines and assists in creating an environment that promotes educational growth opportunities for colleagues	
Included Activities	Work Required to Earn Activity Points
1. Healthcare Instruction of Peers	60 cumulative minutes of instruction with a minimum of 3 staff members in attendance = 1 point
2. Cross- Training	Completion of full unit orientation and competency checklist = 1 point Completion of 92 hours on secondary unit = 1 point
3. Preceptor	*Requires completion of preceptor duties for 75% of orientation hours Experienced RN = 1 point Novice RN = 2 points 3 Travel RNs = 1 point
4. Case Study Presentation	Presentation of case study and recommended practice changes with a minimum of 3 staff members in attendance = 1 point
5. Journal Club	Attendance at 3 journal club meetings with at least 1 moderation = 1 point
Category: Professional Growth	
The nurse is committed to the development of self and others in the organization	

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PMC-PFNHP, Local 5753 Clinical Advancement Program

Included Activities	Work Required to Earn Activity Points
1. Provider Course Completion	1 course NOT required for current nursing position = 1 point (Provider certification must be current at time of submission)
2. Active member of national nursing organization	Position in the organization (officer, board member, committee chair, committee member) = 1 point
3. Nursing Certification	1 certification = 1 point
4. Publication	Publication = 1 point Publication in a peer-reviewed journal = 2 points
5. Nursing Research	60 minutes of presentation with a minimum of 3 staff members in attendance = 1 point
Category: Porter Medical Center Based Activities The nurse combines evidence based practices with clinical expertise to elevate nursing care in the clinical setting	
Included Activities	Work Required to Earn Activity Points
1. Active Member on PMC Committee	Attendance at 75% of meetings = 1 point Committee facilitator/chair = 1 point
2. Performance Improvement	Completion of research, survey, data collection, analysis and practice recommendation = 1 point Completion of implementation of practice change, data collection and assessment = 1 point
3. Customer Service Improvement	Completion of research, survey, data collection, analysis and practice recommendation = 1 point Completion of implementation of practice change, data collection and assessment = 1 point
4. Innovative Strategies	Researches and proposes 3 cost saving initiatives on unit = 1 point Educates staff and implements 2 activities on unit = 1 point
5. Educational Support	3 Activities = 1 point
Category: Miscellaneous	
If the RN has participated in an activity that is not identified in any other category, he/she may submit a request for recognition of the activity to the CAP committee at least two months prior to the application date. The committee will review the request and make a determination regarding acceptance or denial based on the CAP program purpose statement.	

Individual Activity Descriptions:

- 1. Professional Education:** Professional education provides opportunities for continuing, professional learning. The nurse seeks ongoing educational experiences in order to expand knowledge base and to become familiar with new trends and discoveries in practice and profession. Eight hours of education qualifies as one activity. This includes, but is not limited to, conferences, seminars, and preceptor workshop.

Measurement Criteria: Use the CAP program professional education documentation form to describe how it has been applied to your practice.

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- 2. College Courses:** College courses are formal academic educational opportunities that include all subjects relevant to the art and science of nursing. Courses must be related to healthcare/nursing education. One course qualifies as one activity.

Measurement Criteria: Use the CAP college courses documentation form to describe how it has applied to your practice. Include transcript with evidence of a passing grade of C or better.

- 3. BS in Nursing or Related Field:** Activity description and measurement criteria to be created by CAP committee

- 4. Baseline Education (i.e. CEUs):** Activity description and measurement criteria to be created by CAP committee

- 5. Community Educator:** Community education provides teaching and learning experiences to the people we serve. Classes/sessions are organized around the nurse's knowledge and are supported by research and theory. The nurse may teach as a volunteer or paid PMC employee but cannot be paid or compensated by outside organizations for CAP credit. Examples are ENCARE, childbirth education classes, Heartsaver courses, etc. Eight hours of direct instruction qualifies as one activity. Recommend committee approval prior to completion of activity to ensure appropriateness. Presentation must be nursing related.

Measurement Criteria: Use the CAP community education documentation form to describe how it has been applied to your practice

- 6. Community Health Related Service:** By participating in community services such as blood pressure screenings, health fairs, school career days, support groups, and/or speaking before civic groups on health-related topics, the nurse demonstrates his/her knowledge to the PMC community, strengthening the relationship and demonstrating diversity in the nursing profession. Six hours of service qualifies as one point.

Recommend committee approval prior to completion of activity to ensure appropriateness. Must be nursing related. No credit is given for preparation.

Measurement Criteria: Use the CAP community health related service documentation form to describe how it has been applied to your practice.

- 7. Provider Course Instructor:** The instructor is accountable for the education of colleagues seeking the specialized, research-based body of knowledge and skills organized within a provider course. A provider instructor certification with proof of active certification and of teaching one course qualifies as one point. A nurse may not receive credit as a community instructor in an area where he/she has already received credit as a provider course instructor.

Measurement Criteria: Use the CAP provider course instructor documentation form to describe how it has been applied to your practice. Include evidence of provider course instructor certification and proof of teaching one course.

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- 8. Poster and Presentation at Competency Fair:** Activity description and measurement criteria to be created by CAP committee
- 9. Healthcare Instruction of Peers:** The nurse provides education and learning experiences for those engaged in the delivery of some aspect of healthcare. Teaching may be generalized- or specialty-related nursing knowledge. 60 cumulative minutes qualifies as one point. Each 60 minutes of teaching must be on different topics to qualify for additional points. Requires coordination with unit manager.
Measurement Criteria: Use the CAP healthcare instruction of peers documentation form to describe how it has been applied to your practice.
- 10. Cross- Training:** Because the nurse acquires additional knowledge, theory, and research based skills, he/she is able to practice in a clinical area other than the primary area. Completion of full unit orientation and competency checklist qualifies for one point. Completion of 92 hours on secondary unit qualifies for one point. Requires coordination and approval of both unit managers prior to beginning.
Measurement Criteria: Use the CAP cross-training documentation form to describe how it has been applied to your practice.
- 11. Preceptor:** The nurse utilizes theoretical and research-based information as well as drawing from his/her education, experience, and practice to orient and guide other nurses who are assuming new positions. Precepting an experienced nurse to a primary role or a nurse to work in a secondary capacity qualifies as one point. Precepting a novice RN qualifies for two points. Precepting three travel RNs qualifies as one point. Preceptor course within the previous 5 years in an encouraged prerequisite.
Measurement Criteria: Use the CAP preceptor documentation form to describe how it has been applied to your practice.
- 12. Case Study Presentation:** Case studies are an organized method for sharing knowledge with members of the healthcare team. Case studies integrate individual patient care situations with current modalities so that practice can be reviewed and improved. If a case study is presented as part of a committee, it will be considered as committee work and will not be eligible for points. A case study can qualify for point as a case study or healthcare instruction to peers, but may not be counted as both. Presentation of case study and recommended practice changes with a minimum of 3 staff members in attendance qualifies for one point. Requires coordination with unit manager.
Measurement Criteria: Use the CAP case study documentation form to describe how it has been applied to your practice.
- 13. Journal Club:** Activity description and measurement criteria to be created by CAP committee
- 14. Provider Course Completion:** Provider courses emerge as the result of research that has produced evidence-based methods for practice. These courses are also an example of

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education. They combine lecture, literature, and discussion with practical situations that provide opportunities with integrated knowledge with skill sets. Provider course completion may be used as one activity annually. Alternatively, the hours spent in class may be used as professional education during the year that the course was taken. Examples: ACLS, PALS, TNCC, ENPC, NRP, etc. The provider course must not be required for current role in PMC.

Measurement Criteria: Use the CAP provider course documentation form to describe how it has been applied to your practice. Include a copy of your provider card.

- 15. Active member of national nursing organization:** “The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy. The nurse participates in establishing, maintaining, and improving healthcare environments and conditions of employment conducive to the provision of quality healthcare and consistent with the values of the profession through individual and collective action” (ANA, 2001). Examples include Vermont State Nurses Association. Holding a position in the organization such as officer, executive board member, committee chair, committee member, etc. qualifies as one point.

Measurement Criteria: Use the CAP active participation in a nursing organization documentation form to describe how it has been applied to your practice.

- 16. Nursing Certification:** Nursing certification is a professional recognition by a specialty organization. It is usually attained through written examination that reflects the standards of the specialty. The nurse demonstrates knowledge based on theory and research. It is the culmination of intensive study, which the nurse then applies to his/her practice. Nurses can use the certification as one activity per year while the certification is active.

Measurement Criteria: Use the CAP national certification documentation form to describe how it has been applied to your practice. Include evidence of certification.

- 17. Publication:** Healthcare or nursing-related articles for print provide education to colleagues, other members of the healthcare delivery system and/or the general public. Publication in any venue qualifies as one point. Publication in a peer-reviewed journal qualifies as two points.

Measurement Criteria: Use the CAP publication documentation form to describe how it has been applied to your practice. Include copy of acceptance letter or actual printed article with publication date noted.

- 18. Nursing Research:** Activity description and measurement criteria to be created by CAP committee

- 19. Active Member on PMC Committee:** PMC committees consistently utilize some aspect of research as they determine and achieve goals. The nurse, as a committee participant, shares professional perspective with colleagues and /or other PMC staff in order to

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PMC-PFNHP, Local 5753 Clinical Advancement Program

improve the system that delivers care to our community members. Being an active committee member qualifies as one point. Being a committee chair or facilitator qualifies as two points. Attendance at 75% of the meetings is necessary for credit.

Measurement Criteria: Use the CAP active member in PMC committee documentation form to describe how it has been applied to your practice. Attendance must be verified by committee chair or senior leader

- 20. Performance Improvement:** The performance improvement study is research driven and is also an opportunity for education and the formulation of theory. Performance improvement studies utilize components of research, survey, and analysis that may either result in practice changes or support current practice. Each performance improvement study must be conducted following the performance improvement study documentation and must be completed at least to the point where recommendations for changes have been developed. Completion of research, survey, data collection, analysis, and practice recommendation qualifies as one point. Completion of implementation of practice change, data collection, and assessment of results qualifies as one point.

Measurement Criteria: Use the CAP performance improvement study documentation form to describe how it has applied to your practice

- 21. Customer Service Improvement:** Activity description and measurement criteria to be created by CAP committee
- 22. Innovative Strategies:** Activity description and measurement criteria to be created by CAP committee
- 23. Educational Support:** Activity description and measurement criteria to be created by CAP committee
- 24. Miscellaneous:** If the RN has participated in an activity that is not identified in any other category, he/she may submit a request for recognition of the activity to the CAP committee at least two months prior to the application date. The committee will review the request and make a determination regarding acceptance or denial based on the CAP program purpose statement.

Measurement Criteria: Use the CAP miscellaneous documentation form to describe how it has been applied to your practice.

PMC – Proposal

Article 402 – Seniority

1. **Bargaining Unit Seniority.** Bargaining Unit Seniority shall be defined as the length of time an employee has worked continuously as an RN since his or her most recent date of hire. ~~Effective prospectively, PMC LPNs who move up to a PMC RN position without a break in service, will have 50% of their years working as a PMC LPN count towards calculating their Bargaining Unit Seniority.~~

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2. **PMC Seniority.** PMC Seniority shall mean all time worked continuously with the employer in any position in any area from his or her most recent date of hire.

Seniority shall mean PMC Seniority unless otherwise specified.

3. **Loss of Seniority.** Unless restored, Bargaining Unit Seniority and PMC Seniority will be lost upon separation of employment.

4. **Restoration of Seniority.** Bargaining Unit Seniority and PMC Seniority will be restored if an employee returns to work for PMC within one year after the separation date, or longer if required by law. Seniority will then include the seniority earned at the time of separation of employment, unless otherwise required by law.

5. **Lists.** PMC will maintain the Bargaining Unit and PMC seniority lists. The Union may request to review these lists. PMC will provide the Union a copy of the list once per year. The lists shall be available to bargaining unit employees. Bargaining unit employees will notify HR of any discrepancies and any corrections, if necessary, shall be made.

6. **Per Diem Seniority.** Seniority for any employee who is a per diem will be calculated based on hours worked since the most recent appointment to the per diem position. If the employee had prior experience for PMC as a committed-hours RN (or service as a per diem before any period of committed hours), then, for each year (or portion thereof), seniority will include 2080 hours (or a fraction thereof) for any such year. Employees who currently work in a committed-hours position but had prior experience for PMC as a per diem RN will have such time as a per diem count as years worked for purposes of calculating seniority.

Gene Leo 9/14/17
Karen Behrman 9/14/17

Tentative Agreement

Article 403 – Employment Status

1. Full-Time is defined as bargaining unit employees with authorized hours from 6064 to 80 hours per two-week pay period.
2. Part-Time is defined as bargaining unit employees with authorized hours less than 6064 hours per two-week pay period.
3. Per Diem is defined as bargaining unit employees who work on an as-needed basis. To maintain a proper level of skill and ability at the location, a per diem employee must satisfy each of the following requirements on an annual calendar year basis (Option A):
 - Be available for a minimum of 2 shifts per month.
 - Work a minimum of 192 hours per year.
 - In the Hospital and Helen Porter, be available to work a minimum of one holiday shift (see Article 306 Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas or New Year's Day) per year.

will *MB*
A per diem employee ~~may~~ qualify as an Option B per diem if the per diem satisfies each of the following requirements on an annual calendar year basis (Option B):

- Work a minimum of 300 hours per year
- In the Hospital and Helen Porter, be available to work a minimum of two holiday shifts (see Article 306) per year.

will *MB*
A per diem employee ~~may~~ qualify as an Option C per diem if the per diem satisfies each of the following requirements on an annual calendar year basis (Option C):

- Be available for a minimum of 4 shifts per month.
- Work a minimum of 576 hours per year.
- In the Hospital and Helen Porter, be available to work a minimum of two holiday shifts (see Article 306) per year.

If a per diem employee is called off prior to or during a shift, the full hours of the shift shall count for purposes of satisfying these minimum requirements.

Per diem employees must complete all mandatories and clinical competencies within the regular timeframes required at the location of work.

Per diem employees may ask for a leave of absence, not to exceed 3 months in a 12 month period.

These requirements will be pro-rated during the first calendar year in the per diem position.

Alice Sed 9-18-17
Karen Benhauer 1/19/17

Tentative Agreement--Article 404 Vacancies

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

If Porter Medical Center decides to fill a vacant position, it shall post the position internally for 5 business days. The posting shall include the date of the initial posting, define the FTE or per diem status, shift information, hours of work, unit or practice and required/preferred qualifications. Internal postings shall be on the PMC website. PMC may also decide to advertise the position externally, either at the same time as the internal posting or afterwards. A posted position shall not be filled until after expiration of the 5-day posting period.

Hospital Shift and FTE Changes. Bargaining unit employees who apply for a different shift or apply to increase their FTE in the same unit in the Hospital shall be awarded such shift based on Bargaining Unit Seniority.

Helen Porter Shift and FTE Changes. Bargaining unit employees from Helen Porter who apply for a different shift or apply to increase their FTE at Helen Porter shall be awarded such shift based on Bargaining Unit Seniority.

Practice Shift and FTE Changes. Bargaining unit employees from a specific practice who apply for a different shift or apply to increase their FTE at that same practice shall be awarded such shift based on Bargaining Unit Seniority.

The change in shift shall occur as soon as possible subject to consideration for skill mix and scheduling needs (not to exceed six months).

PMC shall fill all other vacancies by hiring the most qualified applicant for the job, taking into account all applicable considerations. All qualified bargaining unit employees who apply for a posted position shall be interviewed. Where skill, training, ability, prior performance and experience are relatively equal, the bargaining unit employee with the greatest Bargaining Unit Seniority shall be selected.

When a bargaining unit employee accepts a new internal position, PMC will make reasonable efforts to allow the employee to assume the new position as soon as possible, subject to consideration for skill mix and scheduling needs (not to exceed six months).

Bargaining unit employees shall not be eligible to apply for another position unless they have held the current position for at least six months. This rule shall not apply to shift changes within the same unit, shift changes within Helen Porter, or with prior permission from the appropriate nursing director.

Bargaining unit employees who transfer to another position (not shift changes) shall be subject to a 90 day trial period. At any time during the trial period, the employee may choose or the PMC may require the employee to return to his/her original position so long as it is posted and has not been filled. If the position has been filled, the employee shall be considered laid off and shall have all rights, as per Article 418.

Temporary positions shall be so indicated in the posting, and they shall generally not last more than 6 months, unless there are no qualified regular applicants for the position.

For PFNHP: [Signature] 9/14/17 For PMC: [Signature] 9/14/17

Tentative Agreement

Article 407 – Orientation / Training / Education

A. Orientation

1. PMC will provide appropriate orientation to all new bargaining unit employees. If the employee is new to the organization, the orientation program shall include both general organizational orientation and specific work area orientation. All new employees must attend applicable General Orientations prior to working on their unit/practices. Time spent in orientation will be considered paid work time.
2. Orientation program is individualized for each new Employee taking into consideration the experience and needs of the orientee.
3. Newly licensed RNs orientation will be a minimum of 3 months. Newly licensed RNs orientation, when hired to a specialty unit, will be a minimum of 6 months. These time periods may be shortened by the mutual agreement of the manager, preceptor and orientee. PMC shall use the Vermont Nurses in Partnership (VNIP) Internship Program, or a similar, validated competency-based assessment tool, as a model for the orientation of newly licensed RNs.
4. The orientee shall not be counted as unit staff. Daily assignments will be adjusted to meet the needs of the orientee and support the orientation plan.
5. ~~It is the expectation that e~~Each orientee will have one primary preceptor through the orientation and will be informed who their primary preceptor is prior to their first shift on the unit. PMC shall provide preceptor training to all bargaining unit employees who want to serve as a preceptor.
6. Whenever the Employer introduces new procedures and/ or equipment, all affected employees shall be provided the appropriate training and orientation prior to the introduction of the new procedures and/or equipment in the workplace.
7. During the initial general orientation of all new or rehired bargaining unit employees (including internal transfers from a position outside of the bargaining unit), 30 minutes shall be included for the purpose of orientation to the Union. Participation shall be paid work time for the new or rehired bargaining unit employee.

B. Education

1. Employees shall complete all mandatory education programs, which shall be offered on various dates and times. The Employer shall pay the full cost of all mandatory education programs. These hours shall be considered paid work time.
2. Employees are encouraged to attend any applicable voluntary inservice education programs, with prior approval from their manager. All time at an inservice program will be considered paid work time.

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3. Bargaining unit employees may request off-site training. If approved, PMC shall pay costs associated with the training, and the hours shall be considered paid work time. Requests shall be approved on an equitable basis.

4. If an employee wants to obtain a new certification, PMC shall pay, with prior management approval, the costs of the review course and the test fee. If an employee does not pass the certification, the employee shall reimburse the costs back to PMC. Updates and renewals will be the responsibility of the employee.

C. Tuition Assistance

Employees shall be eligible for tuition assistance on the same terms and conditions as all other PMC employees.

PMC will establish a BSN Program. The details of the program will be worked out by the Nursing Practice Council. The program will include the following: a service commitment; the benefits will be on top of existing tuition reimbursement program; the conditions will be similar to the current tuition reimbursement program; and the individual maximum will be \$5,250 total (including the existing tuition reimbursement program). The maximum number of bargaining unit employees in the program during any one year will be 5 nurses.

 9/19/17
Karen Bernhart
9/19/17

TA

PMC – Proposal

Article 411 - Parking

Parking is provided at no cost to bargaining unit employees. In order to provide adequate and convenient parking for patients and visitors, bargaining unit employees are requested to park in designated employee parking areas.

Except as provided below, bargaining unit employees will not park in those areas designated for other purposes.

- Hospital evening and night shift employees may park anywhere except the small patient lot closest to the ED, Express Care spots when Express Care is open, and positions around the circle in the front lot.
- Hospital on call employees may park anywhere except the small patient lot closest to the ED and Express Care spots when Express Care is open, but only when they are working on call.
- Helen Porter night shift employees may park in the circle by Helen Porter, but they will have to move their car as soon as possible to the employee lot if they have to work beyond 8 am.

The Employer shall provide an escort to the employee's vehicle when requested.

Karen Beinhart 8/16/17
Alex Fed 8/16/17

Tentative Agreement Article 412 – Corrective Action

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

A manager or supervisor shall notify an employee that they may have a union steward or representative present in these circumstances:

- prior to or during any conversation, interview or investigation that, in the reasonable opinion of the manager/supervisor, could result in progressive discipline or necessitate some form of disciplinary documentation in a personnel file.
- Whenever the employee is to be informed of a decision to issue discipline.

PMC will provide the union with a courtesy copy of written discipline.

~~In the event that an employee is called before a manager, supervisor, or any other representative of the administration and the employee believes that the meeting might result in disciplinary action or affect their personal working conditions, the employee shall be entitled to have a union representative present during the meeting.~~

In the event an employee is suspended, discharged or terminated, the employee shall be given a written statement with a copy to the union setting forth the reason for said suspension or termination.

Corrective action shall not be subject to arbitration, unless it is for an unpaid suspension or discharge.

If an employee is given a written warning and then receives an unpaid suspension or discharge, the union may arbitrate the written warning along with the greater discipline.

For PFNHP:

[Signature] 9-14-17

For PMC:

Karen Benham 9/14/17

Tentative Agreement

Article 418 - Layoff

* * * *

For 12 months after the date of lay-off, employees who have been laid off shall have preference if they apply for a vacant position for which they are qualified. Employees who return to PMC within 12 months shall have their seniority reinstated as per Article 402 "Seniority" and shall have their EIR reinstated as per Article 305 "Time Off."

Accepted 9/14/17
Karen Beinhart 9/14/17