



TENTATIVE AGREEMENT REACHED- RATIFICATION VOTE SET

After seven full bargaining sessions, countless hours of drafting proposals, and months of organizing in our work sites and our communities, we are proud to announce that Porter’s Registered Nurses have reached a tentative contract with Porter Medical Center for our third contract. In response to the expressed needs of our membership and with lots of hard work and support from our community and we were able to negotiate many marked improvements to our last contract. It is our recommendation as your elected bargaining team that this agreement be ratified by our members. See below for the Ratification Process, and for a detailed description of the wins for nurses in our new contract.

RATIFICATION PROCESS

This contract ratification vote will be done by electronic ballot. The voting window starts Sunday, September 27th at 6pm and ends on Wednesday, September 30th at 3pm. The ballots are being sent to home emails and the occasional PMC email. If you do not get a ballot, please contact PFNHP@aftvermont.org.

You must be a PFNHP member in good standing to vote.

MEMBERSHIP MEETING TO DISCUSS SUMMARY OF TENTATIVE AGREEMENT
via ZOOM on Sunday, September 27th at 5pm. Zoom Link to Follow.

SUMMARY OF OUR WINS!

Article	Improvements/Changes Made
Article 301- Wages	FY21- 9% increase (7% + 2% step) FY22- 6% increase (4% + 2% step) FY23- 6% increase (4% + 2% step) Effective first payroll period of Jan 2021, practice RNS shall receive the same hourly rate as HP & the Hospital. All nurses at the max step shall receive a 2% bonus instead of the step.
Article 303- Differentials	Status quo with the exception of Evening shift at HP, now \$3.00 per hour, starting first pay period in Jan 2021.
Article 304- Benefits	PMC shall pay 75% of the health insurance premiums for employees working 30 hours per week. In calendar year 2023, PMC agrees to offer health insurance benefits to employees working 20-29 hours per week, paying 60% of the premiums.
Article 410- Health and Safety	

	<p>PMC agrees to protect the health and safety of nurses and to provide a safe working environment.</p> <p>PMC shall provide appropriate level of PPE needed, as recommended by the CDC and/or VDH. PMC shall provide and maintain scrubs for any nurse who makes the request. PMC shall conduce annual N95 fit testing, per OSHA standards.</p> <p>PMC shall provide Hepatitis B and COVID-vaccines (when this becomes a CDH recommendation) at no charge. All immunizations shall be voluntary.</p> <p>In the event any bargaining unit employee believes that in their professional opinion they have been given an assignment that is unsafe or that in their opinion endangers patient care, they shall immediately notify their supervisor or designee, who shall respond as soon as possible to review the assignment. If the employee disagrees with the review of the assignment, they will accept the assignment and may do so under protest. In such cases, the employee may fill out the form, an Assignment Despite Objection (ADO). The form shall include the employee's name, shift, date, unit and supervisor to whom they submitted the form. A copy of the ADO shall be submitted to the Union and the CNO and be subject to discussion at the Nurse Practice Council meeting.</p> <p>Bargaining unit employees may raise safety complaints/concerns without fear of reprisal for making the safety complaint/concerns, consistent with the Healthcare Whistleblower's Protection Act, 21 V.S.A. Section 507.</p> <p>Should a bargaining unit employee be at risk due to potential exposure to an infectious agent and unable to perform the duties of their job upon recommendation of their health care provider, they shall have the right to request a special accommodation for an alternative assignment. PMC shall make every effort to meet such a request which may include a temporary transfer, telecommute options, alternative positions or assignments, or time spent completing mandatory education requirements. If no such accommodations can be made, the employee may utilize their EIR banks or be granted a leave of absence.</p> <p>PMC shall establish an organization-wide Health and Safety Committee. The Union shall appoint three representatives on that Committee. The Committee shall address all policies, procedures and protocols affecting the health and safety of employees at PMC.</p>
<p>Article 103- Management Rights</p>	<p>In an emergency situation, the union shall participate in Incident Command meetings.</p>
<p>Article 418- Layoff or Furlough</p>	<p>Definitions of layoff and furlough, including rights and benefits for each type of reduction. Secured fourteen (14) calendar days' notice of layoff or furlough, and seven (7) calendar days' notice in the case of a disaster or unforeseen emergency.</p>

	<p>Defined the procedure of layoff and furlough, beginning with Agency nurses, then volunteers, then initial probationary nurses, and then in reverse order of PMC seniority. <i>See here for full article:</i> http://vt.aft.org/sites/default/files/article_pdf_files/2020-09/pfnhp-tentativeagreements9-23-2020.pdf</p> <p>Nurses recalled from a furlough shall have seven (7) calendar days to report to work. Nurses laid off shall respond to recall notice within seven (7) days of the date the notice is issued and must return to work within 14 days of that notice. Both timelines may be extended with mutual agreement.</p> <p>Recall rights extend for 12 months. Nurses have first preference for vacant positions. Nurses are recalled in order of PMC seniority.</p> <p>Notices shall be sent via certified mail and personal email, return receipt requested.</p>
Article 102- Union Security	<p>Changes to the revocation window in order to maintain membership. Revocation window shall be listed on the PFNHP membership card.</p>
Article 105- Grievance Procedure	<p>All final written warnings and terminations result in immediate advancement to Step 3. PMC will pay for one (1) Union Steward for time spent in Step 2 & 3 for a one-hour max.</p>
Article 106- Nurse Practice Council	<p>The Council shall meet minimally on a quarterly basis. PMC and PFNHP shall work collaboratively to appoint nursing representatives to the UVMHN Nurse Practice Council, or its equivalent.</p>
Article 108- New Technologies	<p>Nurses will also receive training on updates or changes to existing technology.</p> <p>PMC and Union will assess training needs together. Any nurse who reasonably requests additional training related to their work shall not be denied.</p> <p>Virtual trainings may be mutually agreed upon.</p> <p>PMC must provide three (3) months' notice for any required in-service, unless an unforeseen circumstance prevents such notice.</p>
Article 106- Holidays	

	The bargaining unit members may work collaboratively with the Manager to determine a Holiday schedule that covers shifts and accommodates the requests of the nurses.
Article 201- Work Schedule	We gained acknowledgement of 8-hour shifts where the hours of operation will support them and 4-hour shifts added to the side letter. Per diems shall submit their availability six (6) weeks prior to the first day of the new schedule.
Article 203- Mandatory Overtime	<p>Before requiring MO, PMC shall seek volunteers.</p> <p>MO shall not be used as a regular practice for scheduling.</p> <p>A situation where MO is used, an emergency must be defined within the parameters of internal or external emergency plans.</p> <p>No nurse can work more than 16 consecutive hours in a 24-hour period. If this is the case, the nurse must be permitted 8 consecutive hours off-duty immediately following OT shift.</p>
Article 204- Vacation Scheduling	PMC shall notify nurses three (3) months prior to any days which vacation cannot be used. All previously approved requests shall be upheld, unless nurse agrees otherwise. Unit Seniority shall be the determinate rather than the previous use of Bargaining Unit Seniority.
Article 208- Staffing Adjustments	<p>Voluntary reduction shall be done on a rotating basis beginning with the highest Unit seniority. If a per diem is called off prior to or during a shift, the full hours of the shift shall count towards minimum requirements.</p> <p>When a nurse's hours are reduced through a staffing adjustment, this shall be done on a rotating basis. The list shall be maintained by management or their designees. The rotation list does not restart with each new month.</p>
Article 307- Leave of Absence	Bereavement Leave: this leave will not exceed three scheduled shifts, and may be used at a later time other than in the days immediately following the death of the immediate family member.
Article 401- Non-Discrimination	Agreement to not discriminate or implement a policy that creates an inequity. Commitment from OMC to respond immediately to concerns reported by someone who experienced any form of harassment or discrimination.

	<p>PMC shall implement a policy that outlines a clear behavioral warning process for patients and families who mistreat a bargaining unit member based on their identity.</p> <p>PFNHP and PMC shall work collaboratively in the Labor Management Committee to develop policy and trainings for a more just work environment.</p>
<p>Article 402- Seniority</p>	<p>New Types of Seniority-</p> <ul style="list-style-type: none"> • Unit Seniority • PMC Seniority <p>PMC will update seniority lists on a quarterly basis and in the case of a layoff or furlough.</p>
<p>Article 403- Employment Status</p>	<p>A per diem nurse is required to work one (1) or two (2) holidays per calendar year, depending on their selected option. However, a per diem nurse may volunteer for additional Holiday shifts, but they may not be assigned to do so involuntarily in place of a FTE rotation.</p>
<p>Article 407- Orientation/Training/Education</p>	<p>Structured orientation and preceptor program will be provided for newly hired, cross training and transferring nurse. A unit-specific checklist to guide orientation will be created collaboratively in-unit.</p> <p>Orientation may be shortened or extended with mutual agreement. The primary preceptor shall be consulted prior to determining the completion of orientation. There shall be bi-weekly meetings between primary preceptor, orientee, and manager,</p> <p>Bargaining unit employees will not be responsible for providing Medical Assistants or any unlicensed assistive personnel with basic skills and proficiency training. Such trainings and proficiencies shall be signed off on by a Nurse Educator. Bargaining unit employees will provide unit-specific orientation and/or unit-specific practice functions training to Medical Assistants as reasonably requested. If necessary, for patient care, bargaining unit employees will also provide assistance as needed.</p> <p>PMC will maintain a continuing ed program for BSN and MSN degrees.</p>
<p>Article 412- Corrective Action</p>	<p>A nurse now has the right to a union steward for a verbal warning. PMC will make a reasonable effort to reschedule a discussion, for any time of discipline, in order to allow for a steward to be present. If that is not possible, the discipline may</p>

	<p>be issued but PMC must meet with the nurse and steward as soon as possible.</p> <p>A nurse must be provided a summary of the allegation against them that has led to an administrative leave pending investigation. PMC will conduct a timely investigation and keep the union steward updated on progress.</p>
Article 414- Personnel File	For purposes of corrective action, after one-year information or discipline may not be used against a nurse in future corrective action provided that there has been no repetition of conduct.
Article 415- Performance Evaluation	Performance evaluations shall occur on a regular basis, at least annually and must be scheduled by PMC.
Article 416- Reporting a Work Absence	Three (3) hour notification is required, unless there is an unforeseeable circumstance.
NEW- Information	PMC shall provide Union key information regarding nurse contact information, new employees, terminations and leaves of absence. This will ensure our union is up to date on those working at PMC.
NEW- Lactation Breaks	Paid break time may be used and will be provided to nurses who need to express milk at work. PMC will provide a private place in each building to express milk, other than restrooms.
Preamble	A joint statement committing both parties to a mutually respectful relationship.
Article 408- Pay Period	Simple clarification that pay dates fall on Fridays, bi-weekly.
Article 110- Duration	This agreement shall be for the term of three (3) years and expire on September 30, 2023.

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To view the full proposals in this tentative agreement, please visit our AFT website at:
http://vt.aft.org/sites/default/files/article_pdf_files/2020-09/pfnhp-tentativeagreements9-23-2020.pdf