

Agreement between
CENTRAL VERMONT MEDICAL CENTER

And

**CENTRAL VERMONT HEALTHCARE UNITED,
AFT Vermont, AFL-CIO Local 5224**

SUPPORT STAFF BARGAINING UNIT

April 11, 2025 to April 28, 2028

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Article 1 – Preamble

This Agreement is made and entered into as of April 11, 2025 by and between Central Vermont Medical Center (the “Employer”) and Central Vermont Healthcare United (the “Union”). The terms “bargaining unit employee,” “employee,” and “employees” used in this Agreement shall refer to the employees in the bargaining units set forth in this Agreement’s Article, “Recognition.”

The Employer and the Union recognize that the Employer’s first responsibility is to provide safe, quality care for patients and residents. It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to promote and further harmonious and productive labor-management relations, to act in a manner to assure mutual respect and dignity.

Article 2 – Recognition

- A. The Employer recognizes Central Vermont Healthcare United, AFT Vermont as the sole and exclusive bargaining representative with respect to the terms and conditions of employment for all full-time, regular part-time, and per diem support staff employees employed by the Employer, in the positions at the time of the Agreement listed below, who work at the Employer’s facilities in and around Berlin, Vermont and working remotely. Employees in the following roles constitute the support staff bargaining unit:

ACU Administrative Coordinator	LNA-MHT
Admin Assistant/Transcriptionist	LNA I
Administrative Assistant	LNA I – WDR
Anesthesia Assistant	LNA II
Care Management Lead	LNA II – WDR
Certified Patient Access Navigator	LNA II Phlebotomist – WDR
Certified Phlebotomist/Admin Asst	LNA II/Administration Assistant – WDR
Cook	LNA II-Driver – WDR
COVID-19 Medical Screener	LNA/Life Enrichment Coordinator – WDR
Critical Care Technician	Medical Assistant I
CVMC Administrative Assistant	Medical Assistant II
CVMC Breast Care Coordinator	Medical Assistant III
CVMC Food Service Worker II	Nurse Assistant Trainee-CVH
CVMC LNA Extern	Nurse Assistant Trainee-WDR
CVMC Mental Health Technician	Operating Room Assistant
CVMC Nutrition Care Rep	Pain Clinic Coordinator
CVMC Operations Support Specialist	Patient Access Coordinator
CVMC Patient Service Specialist	Patient Access Navigator
CVMC Respiratory Para Professional	Patient Access Specialist/Pre Registration
CVMC Sous Chef	Navigator
Driver	Patient Safety Attendant

Environmental Services Technician III	Perinatal LNA II/Tech
Environmental Technician	Perioperative Technician
EVS OR TECHNICIAN	Phlebotomist/Admin Assistant
EVS Preceptor	Phlebotomist-Admin Assistant
EVS Technician II	Powerscribe Editor/Report Administrator
Financial Navigator I	Radiology Med Asst II-Sched Spec. II Radiology Medical Assistant I
Financial Navigator II	Rehab Support Specialist
Food Service Worker III	Rehab Tech/Admin Assistant
Image Management Assoc.	Rehab Tech/Admin Asst & Pool Operator
Internal Transportation Technician	Rehabilitation Tech
Inventory Specialist	Restorative Mobility Aide (LNA II) – WDR
Lead Rehab Support Specialist	Scheduling Specialist II
Life Enrichment Coordinator	Sr. Patient Access Navigator
Support Person II	Switchboard Operator
Support Person III	WDR Sous Chef
Surgical Scheduler	WDR Support Person II

The support staff bargaining unit excludes other non-professional employees, nurses, technical employees, physicians, business office clerical employees, skilled maintenance employees, confidential employees, managerial employees, guards, professional employees and supervisors as defined in the National Labor Relations Act.

- B. References to the Union throughout this Agreement refer only to the bargaining unit described in this Agreement. Unless the context clearly requires otherwise, throughout the Agreement, the terms “employee” and “bargaining unit employee” are used interchangeably to refer to those covered in this Agreement only.

Article 3 – Check-Off/Union Security

- A. The Employer and the Union recognize the right of any employee to become and remain a member of the Union or to refrain from becoming and/or remaining a member of the Union, and neither party will interfere with any employee in the exercise of that right.
- B. Each employee shall, as a condition of employment, beginning on the thirtieth (30) calendar day following either the commencement of employment or the effective date of this agreement, whichever is later, either be a dues-paying member of the Union or pay a service fee to the Union. A bargaining unit employee who fails to maintain membership in good standing or pay service fees as required by this Article shall, within ten (10) business days, following receipt of a written notice from the Union requesting their discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered.

If a bargaining unit employee’s primary job location is in a jurisdiction where union security clauses are not permitted by law, the provisions of this Section will not apply to

that employee. In the event the application of such provisions become permissible in such jurisdiction during the term of this Agreement, the union security provisions in this Section will become applicable to the bargaining unit employee as of that date.

- C. The Employer agrees to deduct Union Dues, Initiation Fees and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the Union account by wire transfer on a monthly basis, subject to the provisions of this Article.
- D. The Union shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for Union Dues, Initiation Fees and/or Agency Service Fees in writing to the Employer on an annual basis. The designations cannot be changed during the calendar year for which they apply.
- E. Upon receipt of a written authorization signed and dated by a bargaining unit employee on a form approved by the Employer, the Employer shall deduct, from the bargaining unit employee's pay, the appropriate Union Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to the Union during the period provided for in the authorization. The dues check-off authorization may be revoked by the bargaining unit employee at any time by submitting a written revocation to the Union and/or Employer. Said revocation shall be in effect on the date of receipt by the Union or Employer or the day after the revocation is mailed to the Union or Employer, whichever is sooner.
- F. Deductions shall be made based on the bargaining unit employee's pay cycle.
- G. The Employer shall not be required to make deductions with respect to any bargaining unit employee for a payroll period in which the bargaining unit employee:
 - 1. Is in an unpaid leave status for the pay period;
 - 2. Is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period; or
 - 3. Has a net pay before any voluntary deductions other than for benefits such as health, life, dental, vision, disability insurance, or retirement benefits, which is less than the amount of Union Dues, Agency Service Fees or Initiation Fees to be deducted.

Regardless of the above, it is understood that all CTO payments are subject to Union dues deductions, including CTO cash outs, just as dues are normally taken from paid CTO.

It is also understood that bargaining unit employees on partial disability will pay dues on all hours actually worked and on all other paid non-disability hours.

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

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

Article 4 – Union Access

- A. The Union may reserve rooms at the Hospital for union meetings as space is available, and such requests will not be unreasonably denied, provided that:
- These meetings are not open to non-bargaining unit employees.
 - Such on-site meetings will not address the organizing of additional units, the expansion of the current unit, or strike issues.
 - No one shall attend such meetings on work time. Bargaining unit employees may attend during their break time.
- B. The Employer and the Union will designate mutually agreeable sites where the Employer can install one reasonably sized bulletin board (or other type of space) per physical location where employees work. Such designated spaces will be located in an employee break room area, or in a location to be mutually determined by the Union and the Employer. If employees work in a location where other unionized employees have access to a bulletin board, that bulletin board will be shared by all bargaining units. In addition, all bargaining units will share the locked bulletin boards provided to the Union outside the cafeteria at the Hospital and at Woodridge. No notices or other materials posted at the Employer's premises may violate law, be personally derogatory, or demonstrably untrue. The Union will provide the Employer with copies of all posted materials prior to or at the same time as posting. The Employer reserves the right to remove any Union notices and materials to the extent permitted by applicable law or the terms of this Agreement.
- C. The Union shall have up to thirty (30) minutes to orient newly hired bargaining unit employees to the Union during orientation at a time designated by the Employer. Newly hired bargaining unit employees shall be paid for the time spent in orientation with a Union Representative. The Union will provide the Employer with copies of all materials presented to bargaining unit employees during orientation.
- D. The Employer will reimburse bargaining unit employees up to a combined total hours at the bargaining unit employee's base pay rate (not including other payments such as differentials) for Union activities related to this bargaining unit, in the following amounts:

Ratification through FY27:	750 hours
FY28:	400 hours

Up to 100 unused hours at the end of fiscal year 2027 will be added to the total for fiscal year 2028. The time must be coded as Union Time for payroll purposes and will not be used to calculate overtime rate. All requests for Union Time must be submitted by the Union to the representative designated by the Employer. Union Time is not considered work time for any purpose including calculation of overtime, night, or weekend incentive payments.

- E. The Union may request that a bargaining unit employee may take unpaid time off to participate in arbitration related to this Agreement. Such requests will not be unreasonably denied.
- F. The Employer will allow the Union up to a total of four officers to reduce their hours, inclusive of officers permitted to reduce their hours in the contract with nurses and technical employees, so long as no more than two officers are from the same bargaining unit, and such requests will not be unreasonably denied. The Employer will restore the official to the same position and schedule/shift upon completion of the union leave without loss of Cost Center or CVMC Seniority, so long as they work in an area with at least 10 committed hours bargaining unit employees. If the work area has less than 10 committed hours bargaining unit employees, the union official shall be offered the next vacancy within the area, subject to any other legal obligations.

Article 5 – Information

- A. On a monthly basis, the Employer will electronically provide the Union with a spreadsheet for each of the following (fields will be mutually agreed upon by the Employer and the Union):
 - 1. All employee report for each bargaining unit
 - 2. Change report
 - 3. Dues report
- B. At least three (3) business days prior to the Employer's New Employee Orientation (NEO), the Employer will electronically provide the Union with a spreadsheet of the employees expected to attend NEO (fields will be mutually agreed upon by the Employer and the Union).

Article 6 – Management Rights

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

Except as limited by express provisions of this Agreement, the Union and the Employer agree that all rights, powers or responsibilities of the Employer, existing before the execution of the Agreement, are retained by the Employer and that these rights, powers and responsibilities shall belong solely and exclusively to the Employer during the term of this Agreement, including, but not limited to the rights to:

- manage the Employer's business and property;
- determine the standards of service to be provided and standards of productivity and performance of its bargaining unit employees;
- determine teaching and other professional standards and methods;
- determine the size and composition of the workforce, including the utilization of traveler/agency employees;
- determine educational standards;
- decide the number and location of offices, buildings, facilities and physical plant;
- decide the quantity and type of equipment to be used in its operations, and determine the speed of such equipment;
- determine the content of job classifications;
- promulgate rules and regulations;
- select supervisory and managerial employees;
- contract out work;
- determine the time for work, staffing patterns and work areas;
- determine the method and place of performing work, including the introduction of improved production methods or facilities;
- relocate work;
- determine the scheduling of work and work breaks;
- determine whether work shall be performed by bargaining unit employees or others;
- establish standards of quality and quantity for work to be done;
- determine whether any part of the whole of its operations shall continue to operate;
- establish, change, or abolish any classification or service;
- maintain order and efficiency in its facilities and operations;
- discharge probationary employees;
- determine the duties of bargaining unit employees;
- hire, layoff, assign, transfer;
- determine the qualifications of bargaining unit employees;
- promote bargaining unit employees;
- discipline, demote, suspend or discharge bargaining unit employees for just cause;
- determine the starting and quitting times;
- require overtime;
- determine the number of hours to be worked;
- subcontract work; and
- take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Article 7 – Non-Discrimination

The Employer and the Union agree not to harass or discriminate against any employee because of race, color, religion, national origin, sex, sexual orientation, gender, gender identity or expression, pregnancy, ancestry, place of birth, age, disability, physical or mental condition, HIV status, military service or status as a military veteran as defined under applicable law, marital status, political views, protected union activities/membership, genetic information, health coverage status, assertion of or attempt to assert a claim for workers' compensation benefits, exercise of rights under parental and family leave laws, citizenship status among those lawfully able to work, or crime victim status, as these terms are defined under applicable law or on any other characteristic protected by law. The parties further agree that if any State, federal, or local law applicable to bargaining unit employees is amended to include additional protected characteristics, those additional protected characteristics shall be considered incorporated into this Article.

Article 8 – Employment Status

A. Definitions

1. **Full-time:** Bargaining unit employees with authorized hours between seventy-two (72) and eighty (80) hours per two-week pay period.
2. **Part-time:** Bargaining unit employees with authorized hours between sixteen (16) and less than seventy-two (72) hours per two-week pay period.
3. **Per diem:** Bargaining unit employees hired to work on an “as needed” basis in compliance with requirements outlined in any provisions in this Agreement on per diem employment.

- B. A bargaining unit employee's employment status will not change more frequently than once every six (6) months absent approval of the appropriate director who oversees the area where the position is located, or their designee. Adding, dropping or adjustments to a secondary position does not constitute a change in employment status for purposes of this Section.

Article 9 – Per Diem Employment

- A. Any committed hours employee may apply for a per diem position so long as there is a vacant per diem position and the provisions of Article 12 are followed.
- B. Any cost center at the Hospital or Woodridge with at least ten (10) FTEs in this bargaining unit that regularly posts for and hires per diem employees shall have a minimum of one per diem position per ten (10) FTEs in this bargaining unit.
- C. **Education and Training.** If a per diem employee fails to complete any orientation, training, or mandatory education requirements in their cost center by any prescribed due

date, this may result in the cancellation of scheduled hours and corrective action, up to and including termination of employment.

D. Minimum Scheduled Work Commitments.

1. Any cost center with existing minimum availability or scheduled work commitments at the time of ratifying this Agreement will remain in place until October 1, 2025. Within three months of ratification, the parties will meet to discuss and sign off on the current minimum work commitments in each unit.
2. Effective FY25 (October 1, 2025), a cost center that utilizes or anticipates the need for per diem employees may establish or change the minimum scheduled work requirements through the staffing committee. Such minimum work commitments shall not be changed more than once annually.
3. Any minimum scheduled work commitments may include expectations as to total hours worked, minimum shifts per month, holiday or weekend requirements, and/or on-call requirements, except that in no event may a cost center agree to a requirement that a per diem employee work more than one (1) holiday or be subject to a minimum total hours commitment greater than three hundred (300) worked hours each fiscal year.
4. In any cost center with minimum scheduled work commitments, the following criteria shall apply:
 - i. All hours worked (including hours worked in required education and training) by a per diem employee in that cost center shall count towards minimum requirements.
 - ii. A per diem employee will not be subject to corrective action for failure to satisfy any minimum requirements for lack of available shifts or because the employee had an excused absence or legally protected time away from work that impacted their ability to meet their minimum requirements.
 - iii. Prescheduled shifts that are canceled as a result of staffing adjustments will count toward any minimum requirements.
 - iv. Any minimum requirements will be prorated during the first fiscal year in a per diem position.

Article 10 – Probationary Period

The first one hundred twenty (120) days of employment at the Employer for a new bargaining unit employee will be considered a probationary period during which they may be disciplined or terminated without recourse to grievance and arbitration. Extensions beyond the probationary

period shall be determined by mutual written agreement between the Union, the employee, and the Employer.

Probationary employees will be kept informed of their performance.

Article 10A – Orientation/Training

A. Employee Training.

1. Employees will be provided all necessary training on procedures, equipment, and any other requirement of an assignment. If the Employer introduces new procedures or equipment, all affected employees shall be provided appropriate training prior to or in conjunction with the introduction of the new procedures or equipment. Employees agree to complete assigned training. Hours spent in training will be worked hours.
2. The Employer will provide interactive training for all employees on responding to acts or statements that violate this Agreement's Article on Non-Discrimination and other Employer policies on harassment, discrimination, and retaliation.

B. Preceptor Training.

1. Preceptors are bargaining unit employees assigned by the Employer to precept: (i) new bargaining unit employees (including employees new to a department) during their orientation period; or (ii) contracted staff.
2. The parties acknowledge that precepting involves focused, personalized guidance and signing off on a preceptee's competencies. Bargaining unit employees with a job description expressly including a primary duty of acting as a preceptor or educator will not be considered a preceptor under this Article.
3. The Employer will assign preceptors based on skill and ability. All employees fulfilling the role of preceptor may be required to attend any established Employer preceptor training. The hours spent in the training program will be worked hours. Preceptors shall be eligible for the preceptor differential outlined in this Agreement's Article on Differentials.
4. No employee with less than six (6) months of experience in their position (at the Employer or elsewhere) will be assigned to precept.
5. The Preceptor training will be offered at least every other month, and may be offered more than once a month if there is a wait list.

6. An available bargaining unit preceptor who has appropriate skill and ability as determined by the Employer, will be given preference for precepting over a non-bargaining unit employee or contracted staff, as long as the bargaining unit preceptor has availability in their schedule and assigned precepting will not result in the bargaining unit preceptor working overtime.
7. Whenever possible, preceptors will be notified of an assignment to precept at least one day in advance.

C. Preceptor Support.

1. An employee may decline to precept if they have been assigned to more than one preceptee at a time.
2. Before signing off on a preceptee, there will be discussion between the preceptor and the manager about the preceptee's readiness for independent work.

D. Departmental orientation/training plan. Each department and/or cost center will collaborate with their manager or supervisor to develop their department/cost center orientation/training plan and/or checklist, including provisions for orienting traveler staff, new employees and experienced employees. The orientation plan may have an additional training plan for new graduates.

E. Altering orientation/training plan. The orientation/training plan for each employee will not be extended or shortened, by the manager or supervisor without discussion with the employee in collaboration with the preceptor, the educator, or the employee providing training.

F. Protection from independent work.

1. Employees in patient facing roles undergoing their orientation/training plan shall not be given a full patient assignment, or expected to work fully independently in patient care (without preceptor, educator, and/or employee providing training) unless they have successfully completed the competencies of their orientation/training plan that are required by the assignment. Daily assignments will be adjusted according to employees' completion of their orientation/training plan.
2. Orientees in patient facing roles will not be counted in a staffing plan.

G. Ongoing training support. The Employer acknowledges that any employee, on orientation or after completion of orientation, who receives disciplinary action for a clinical error should be provided appropriate training, or education as necessary to avoid future errors, unless the employee is terminated.

H. Mandatory Education.

1. Employees shall complete all mandatory education programs by any assigned deadline. Employees are encouraged to attend any applicable voluntary educational programs, with prior approval from their manager.
2. With prior approval from their manager, bargaining unit employees may complete mandatories either during their scheduled shift or off-site and such scheduled time will be paid.

Article 11 – Seniority

A. Definition

1. CVMC Seniority shall be defined as employment with the Employer or any of its predecessor organizations from the date of hire.
2. Cost Center Seniority shall be defined as employment in a specific cost center in a non-management position, added to CVMC Seniority. The Employer will maintain the Cost Center and CVMC Seniority lists. The Union will have regular access to the lists.
3. Network Seniority shall be defined as employment with any partner organization of the University of Vermont Health Network from the date of hire.
4. Seniority shall mean CVMC Seniority unless otherwise specified below:

<u>Article</u>		<u>Seniority Type Used</u>
12	Filling vacancies from within a cost center	Cost Center
12	Filling vacancies from outside a cost center	CVMC
16	Layoff	CVMC, then Cost Center
18	Staff Schedules	Cost Center
20A	Staffing Adjustments	Cost Center
23	Differentials (Temporary Assignment Bonus)	Cost Center
35	Military Leave	Reinstated with preservation of all seniority the employee had accrued when the

		military leave commenced
31	Combined Time Off	Network

B. Loss of Seniority

1. An employee will lose CVMC and Cost Center Seniority when the employee is terminated voluntarily, involuntarily, or laid off.
2. An employee will lose Cost Center Seniority when the employee transfers from one cost center to another cost center or takes a non-bargaining unit position.

C. Restoration of Cost Center Seniority. Employees who leave a cost center or take on a non-bargaining unit position within that cost center, but return to a bargaining unit position within that cost center within one year shall have their Cost Center Seniority restored. Seniority for this purpose will be seniority at the date of last separation from the cost center or transfer to a non-bargaining unit position. The parties may agree to extend the one-year time limit on a case-by-case basis.

D. Restoration of CVMC Seniority. Employees who return to work at the Employer within one year shall have CVMC Seniority restored. Seniority for this purpose will be seniority at the date of termination. The parties may agree to extend the one-year time limit on a case-by-case basis.

Article 12 – Vacancy/Job Posting

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

B. Filling Vacancies From Within a Cost Center. The purpose of this Section is to facilitate the opportunity for the Employer to fill vacancies within a cost center in the employee's job classification. This Section may not be utilized to change individual work assignments within the same shift or schedule, unless expressly permitted by the cost center.

Employees may be granted the opportunity to apply within their cost center for vacancies in their job classification if the employee requesting a change has submitted a Preference Card to their immediate supervisor by e-mail. Preferences Cards may include requests for:

- Increase number of hours
- Length of shift
- Shift starting time
- Preferred shift

- Preferred block
- Weekend scheduling
- Other preferences identified by a cost center to address its specific needs

A list of Preference Cards submitted by employees will be maintained in the cost center and will be readily available for employees to review. This list will be updated after any Preference Card is submitted.

Qualified employees who have submitted a Preference Card at least 8 weeks before the supervisor is notified in writing of the impending vacancy, shall have first consideration for filling vacancies, within their cost center and job classification. Preference Cards will be honored on the basis of Cost Center Seniority, first among those cards submitted at least eight weeks in advance, and second among all other cards. The qualified employee with the highest Cost Center Seniority will be offered the change and then the second highest, until the change is complete.

For the purpose of this Article, qualifications include, but are not limited to, whether orientation in the cost center or department has already been completed, relevant experience, competencies, and performance, including quality of practice, training, and education.

The parties acknowledge the preference card process outlined in this Section is only applicable to filling vacancies from within a cost center and does not otherwise preclude the parties from working together pursuant to this Agreement to create a schedule that works for all employees.

If following this process does not fill the vacancy and if the manager chooses to fill the vacancy it may be submitted to Human Resources for posting to candidates outside the cost center.

C. Filling Vacancies From Outside a Cost Center

In the event the Employer decides to fill a vacant position, a notice of such vacant position shall be posted. Positions shall be posted for a minimum of seven (7) consecutive days. An employee desiring to apply for a posted position in a different cost center may do so by filing an electronic application.

The Employer may begin considering applications or interviewing for a vacant posted position immediately.

Selection for vacant positions will be based on the qualifications necessary to meet the position's requirements.

Employees who have active discipline or an unsatisfactory evaluation in their file will not be blocked from having their applications forwarded to the hiring manager when they meet the other qualifying criteria set forth in this Article.

Where relevant skill, training, ability, prior performance and experience are equal, the employee with the greatest CVMC Seniority shall be selected.

An employee will work at least six (6) months in a position before being eligible to transfer to another position, unless the management representative who oversees the department or their designee grants an exception. "Position" is defined as a given job code in a given department. A change in hours or shift within the same cost center or adding or dropping a secondary position does not constitute a change of position. The six (6) month requirement does not apply to movement between levels of the same job title.

If an employee fills a vacancy in another cost center pursuant to this Section, the first one hundred twenty (120) days in their new position shall be considered a trial period. At any point during the one hundred twenty (120) day trial period, the employee may choose or the Employer may require that employee to return to their original cost center if a vacant position in the same job code is available. The requirement to work at least six (6) months in a position will not apply in cases where the employee chooses to return to their original cost center during their one hundred twenty (120) day trial period.

Article 13 – Job Share

- A. Job sharing is a practice where two or more bargaining unit employees share the duties of one job. The Employer and the Union recognize the utilization of job sharing may be an opportunity to enhance recruitment of new staff and at the same time retain current staff. The Employer and the Union also recognize job sharing may not be appropriate for all positions, and that job sharing arrangements should reflect the unique requirements of different positions and cost centers. The guidelines set forth below will serve as the method of administration for job sharing when it is permitted by the Employer.
- B. At the discretion of the Employer, a cost center may permit bargaining unit employees to request a job sharing arrangement. When two (2) or more bargaining unit employees wish to participate in a job sharing arrangement, they must submit a written request to their supervisor. The written request must include the names of the bargaining unit employees participating in the proposed job sharing arrangement and the committed hours for which each employee will be scheduled. Members of the job sharing team must have comparable skills and experiences.
- C. If a supervisor approves of a proposed job sharing arrangement, it will be subject to the following requirements:
 - 1. Members of the job sharing team will be responsible for covering for each other's scheduled time off;
 - 2. To the extent necessary to accommodate the proposed job sharing arrangement, any conflicting scheduling provisions of Article 17 on Hours of Work shall not apply;

3. Each member of the team will accrue paid benefits on the basis of the committed hours they agreed to in the job sharing arrangement;
4. The division of committed hours agreed to in the job sharing arrangement may be changed only with supervisor approval;
5. The Employer may terminate or temporarily suspend a job sharing arrangement at any time with at least eight (8) weeks' notice of the termination or temporary suspension, except if eight (8) weeks' notice is not feasible for reasons outside of the Employer's control, notice shall be provided as soon as practicable thereafter;
6. Any member of a job sharing team may also terminate or temporarily suspend a job sharing arrangement at any time with at least eight (8) weeks' notice, except if eight (8) weeks' notice is not feasible for reasons outside of the team member's control, or if both team members agree; notice shall be provided as soon as practicable thereafter. Moreover, members of the job sharing team cannot bid out of their shared position for at least six (6) months without their manager's approval; and
7. When a job sharing arrangement is terminated or temporarily suspended, the participating job sharing team members shall revert to the employment status and schedule they held prior to the job sharing arrangement, effective on the schedule posted immediately after the termination or suspension notice period. With supervisor approval, a participating job sharing team member may also maintain the part-time committed hours employment status they held in the job sharing arrangement.

Article 14 – Job Security

- A. **Job Erosion.** The Employer agrees not to utilize contracted staff, supervisors and/or other non-unionized employees of the Employer to perform bargaining unit work in such a manner that results in layoffs or the permanent replacement or reduction of hours for current bargaining unit employees. The Employer agrees not to utilize supervisors and/or other non-unionized employees of the Employer to perform bargaining unit work in such a manner that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.
- B. **Job Functions.** The Employer and the Union recognize the value of the work done by bargaining unit employees. The parties also recognize the need for all employees to work collaboratively to deliver the highest quality, cost-effective patient care and service excellence. Bargaining unit employees will not be regularly required to do work outside their regular job duties or the functions set forth in the employee's job description. If required for the Employer's operational needs, bargaining unit employees agree to perform non-job functions on an as-needed but not regular basis.

Article 15 – Work Preference

- A. **Work Preference.** Preference for available bargaining unit work shall be given to bargaining unit employees over temporarily contracted staff. Bargaining unit work shall not include preference for individual patient assignments or specific work assignments.
- B. **Temporarily Contracted Staff.** Temporarily contracted staff may be utilized to perform temporary bargaining unit work (i) for covering a leave of absence, (ii) for posted, unfilled vacancies, (iii) until a new hire has completed unit orientation, or (iv) for unanticipated staffing fluctuations on a temporary basis. Temporarily contracted staff may be renewed as long as one of the above criteria remains satisfied. Temporarily contracted staff shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions. Prior to utilizing temporarily contracted staff for any of the above criteria, the Employer will offer a temporary assignment to any qualified per diem or part-time employee pursuant to Article 23, "Differentials."
- C. **Subcontracting.** Prior to contracting out services on a non-temporary basis in compliance with this Agreement, the Employer will normally provide the Union with at least sixty (60) days' notice of its intent to contract out (except in situations where there is an urgent business need, in which case notice will be provided as soon as reasonably practicable). Such notice shall be in writing. Upon request by the Union, the Employer will meet and discuss with the Union the proposed subcontracting decision. The Union may present alternatives to the contracting and, as part of the discussions, show how bargaining unit members could perform the work as economically as the proposed contractor. The Employer retains the right and sole discretion to make the final decision as to whether to go forward with the subcontracting but shall consider the Union's input in good faith.

Article 16 – Layoff/Furlough/Reduction in Hours

- A. **Decision to Effect – Layoff, Furlough, or Reduced Hours**
 - 1. The Employer recognizes that layoffs, furloughs, or reduction in hours have a significant impact on employees. Accordingly, the Employer will exercise its right to layoff, furlough, or reduce bargaining unit employee hours only where there are no other reasonable alternatives, and the Employer may only furlough or reduce bargaining unit employee hours upon a State or federally declared emergency, in the event of other emergent circumstances that cease or significantly limit the Employer's normal business operations, or with the mutual agreement of the Union.
 - 2. For purposes of this Article, a layoff is a full separation of employment or permanent reduction in hours. A furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their employment status, benefits and seniority, together with an actual or anticipated return to work date.
 - 3. In cases where circumstances necessitate a layoff of bargaining unit employees, a furlough, or a reduction of hours, the Employer shall, except in unforeseen emergency

or disaster circumstances, notify the Union in writing a minimum of fifteen (15) calendar days in advance and specify the positions so affected. At the request of the Union, the Employer shall meet to discuss the layoff, furlough, or the reduction, and explore alternatives.

- B. **Layoffs/Furloughs.** The Employer shall determine the cost center, position, shift and number of FTEs or portion thereof. In such cost center, any layoff, furlough, or reduction in hours shall be done in reverse order of CVMC Seniority, in accordance with the procedure below. If two (2) or more bargaining unit employees have exactly the same CVMC Seniority, the selection shall be made using Cost Center Seniority. The Employer may, however, elect not to lay off, furlough, or reduce the hours of a bargaining unit employee with the lowest Cost Center Seniority if the skills and abilities of that employee are required to maintain coverage in specialty areas.

C. **Procedure for Layoff/Furlough/Reduction in Hours**

1. The use of traveler employees or temporary employees in a cost center selected for layoff shall first be discontinued. In the event of a cost center selected for furlough, a traveler employee may remain working only if there are no qualified and willing bargaining unit employees to do the work (including any bargaining unit employees with recall rights).
2. Then seek relevant/applicable volunteers for layoff, furlough, or reduction in hours. If there are multiple volunteers, selection will be in CVMC Seniority order (most senior to least senior), and considering skill and ability to meet the patient care needs of the unit. Volunteers shall be eligible for all vacant positions that they are qualified to perform according to the Article on Vacancy/Job Posting. Employees may propose job sharing according to the Article on Job Share and such proposals shall not be unreasonably denied.
3. Employees in their initial probationary period.
4. Then employees with a written warning within the previous one (1) year will be selected for layoff, furlough, or reduction in hours. If a bargaining unit employee laid off, furloughed, or with reduced hours under this provision has their written warning overturned in the grievance process, the layoff, furlough, or reduction in hours will be rescinded, unless the employee would have otherwise been subject to layoff, furlough, or reduction under this Article.
5. Bargaining unit employees are selected in the reverse order of CVMC Seniority.
6. Laid-off or furloughed bargaining unit employees may request to work in the department as a per diem and will not be unreasonably denied.

D. **Furlough Specific.**

1. Furloughed employees may use accrued CTO during their furlough, but shall not be required to use any CTO. CTO may also be used to cover the employee's benefits costs, in accordance with the Article on Combined Time Off. If CTO is not available, or if the employee chooses not to use it, the employee will make arrangements with the Employer to pay their portion of benefit costs.
2. Furloughs shall not exceed twelve weeks, unless agreed to by the employee.
3. In cases where the Employer is requesting a return from furlough prior to the employee's recall date, the following will occur:
 - i. The Employer shall first ask for volunteers. Volunteers must respond within 48 hours, and will be selected in order of CVMC Seniority (most to least).
 - ii. If no one agrees to return sooner than their return date, the Employer may request the least senior person to return to work within fourteen (14) calendar days from the request. Employees shall have up to fourteen (14) calendar days to report to work from receipt of the recall notice. Such time limit may be extended with the mutual written consent of the bargaining unit employee and the Employer. The recall Section in this Article does not apply to furloughs.

E. Recall

Recall rights shall be granted to employees as follows:

Years of Service with the Employer	RECALL RIGHTS
120 Days to 1 Year	Equal to time worked
1 to 2 Years	12 Months
2-3 Years	18 Months
Over 3 Years	30 Months

During the recall period, employees shall have first preference for vacant bargaining unit positions that become available for which they are qualified. Employees shall be recalled to the position they held prior to the layoff in order of seniority. If such employees have full time employment elsewhere, they shall have up to fourteen (14) calendar days to report to work from the date of the recall notice. Such time limit may be extended with the mutual written consent of the bargaining unit employee and the Employer.

If an employee elects to fill an open position, they will retain recall rights to their previous position according to this Section.

An employee who accepts a recall opportunity to a position with fewer hours than previously held by that employee, shall remain eligible to take the first posted vacancy in

the position they had previously held prior to the layoff.

Article 17 – Hours of Work

A. **Workweek and Pay Periods.** For payroll purposes, the workweek shall begin at 7:00 a.m. on Monday and end at 6:59 a.m. on the following Monday. Pay periods are bi-weekly.

B. **Clocking In and Out**

1. Employees must record when they start and stop working using the Employer's timekeeping system. They must clock in when they start working and clock out when they stop working (except for paid meal and rest periods).
2. In cost centers where employees are required by the Employer's policy to change into Employer-issued clothing on site prior to commencing work, employees will swipe in prior to changing clothes, and then swipe out at the end of their shift after changing.
3. When an employee obtains permission from their manager to clock out early because of low census, lack of work, or for early release from scheduled training time the employee may decide whether to use CTO or take time off without pay and will notify their manager/supervisor of their decision. This shall not be considered unexcused time off, and they will not lose applicable shift differentials for time worked as long as the employee uses CTO to meet the minimum hour requirement.

C. **Meal and Rest/Break Periods**

1. When workload permits, employees may receive one (1) consecutive fifteen (15) minute break/rest period for each four (4) consecutive hours of work. Employees will not be paid extra for fifteen minute breaks/rest periods not taken. Breaks/rest periods are considered time worked for payroll purposes. Breaks/rest periods will be coordinated according to cost center needs and managers will work with employees in good faith to facilitate their ability to take breaks.
2. Breaks/rest periods may be combined with meal periods or other breaks/rest periods with supervisor/manager approval.
3. Employees floated to another cost center during their shift will remain entitled to breaks as if they had worked in a single cost center for the entire shift.
4. Meal periods will be thirty (30) minutes or sixty (60) minutes without work responsibility, and the Employer will not change the length of the meal period for an employee on any given day without consultation with the employee. The payroll system will automatically deduct meal periods for employees working at least six and one half (6.5) consecutive hours. Meal periods are unpaid and do not count as time

worked for payroll purposes. Meal periods will be coordinated according to cost center needs.

5. If an employee works during their meal period, and is not able to extend their meal period, the employee will be paid for time worked. When this occurs, the employee must inform their manager if they have worked during their meal period and must follow any applicable timekeeping practices.
6. Breaks and/or meal times may not be used to report to work late or leave work early, except with prior approval by the employee's supervisor/manager.
7. Upon return to work after the birth of a child, and for three years thereafter, employees who are nursing mothers will be provided reasonable time to express milk during work hours. The employee and their immediate supervisor will agree on the time for these breaks. The supervisor will assist the employee in using their normal meal and rest periods to express milk to the extent possible. Time above and beyond normal meal and rest periods will be paid time. An appropriate private room will be provided where nursing women can express breast milk.

D. Time Lapse Between Scheduled Shifts

1. There will be a ten (10) hour time lapse between shifts. Less than a ten (10) hour time lapse requires the consent of the employee and the manager.
2. Two (2) days off will be scheduled following a night rotation. Less than two (2) days off requires consultation with the employee.
3. When an employee is asked by their manager/supervisor to work beyond their regular shift, and there is not an eight (8) hour time lapse between shifts, the employee shall be given eight (8) hours off from work before being required to come in to work, and will be paid up to eight (8) hours of any scheduled time that they miss. If the manager/supervisor approves time off beyond the eight (8) hours, an employee may choose to use CTO or take leave without pay. Such utilization shall not count as an occurrence under the Employer's attendance policy.

An employee's request to have a minimum or maximum number of consecutive shifts will not be unreasonably denied.

Article 18 – Staff Schedules

A. Schedules

1. The Employer agrees to create and post full-time and part-time positions wherever possible.

2. Schedules will be posted at least two (2) weeks before the start of a two or four (2 or 4) week schedule. Eight (8) weeks is the maximum number of weeks that can be posted, except ACU/Endoscopy/OR will have a 3 month schedule and continue that practice. Schedules may not be changed after posting without the written consent of the employee. The Employer is responsible for overseeing the scheduling process. All schedules will be posted in an electronic platform, and additionally on paper for departments where this is current practice.
3. Block schedules, including special schedules, for employees will not be changed without consulting the employee, unless there is a valid business reason, the Employer has considered reasonable alternatives, and has provided the employee with a minimum of eight (8) weeks notice.
4. Nothing in this Section would preclude a unit from working together to create a schedule that works for all employees.

B. Scheduling Practices

When scheduling the following priority will be used:

1. Employees with committed hours will be scheduled first.
2. Per Diems will be offered the ability to pre-schedule shifts/hours until 2 weeks before the schedule is posted, according to the skill needs of that cost center for that shift. If two or more Per Diems with the same skill and ability request the same shift/hours, the Per Diem who has greater Cost Center Seniority will be given priority for that shift/hours.
3. Any contracted staff will be scheduled.

- C. **Secondary Position.** Employees who hold a part time or full time position within the organization, and hold a secondary position in another cost center qualify to pick up hours in addition to their part time or full time position and qualify for all incentive shifts as long as they work their scheduled hours in their home cost center job position. This employee would be deemed as extra staff like the per diem staff, but would not qualify for the per diem differential.
- D. The employer may institute a voluntary on-call in cost centers that do not have on-call as a condition of employment as of the effective date of this Agreement. Cost center on-call will follow the On Call/Call In Article and be voluntary. If a cost center utilizes voluntary on-call, a system will be developed by the cost center to fairly distribute on-call shifts.
- E. Employees who are unable to come to work or to fill a scheduled on-call shift due to illness, injury, or other last-minute issues will not be required to find their own coverage.

F. Shift Rotation

1. The Employer will make every attempt to minimize night rotation.
2. Prior to any night rotation, the Employer shall seek volunteers with necessary skill and ability first. If more than one qualified employee volunteers, selection will be made on a rotating basis beginning with the employee with the greatest Cost Center Seniority. If nobody volunteers, selection will be made on a rotating basis beginning with contracted employees whose contract does not prohibit this, followed by the least senior (based on Cost Center Seniority) qualified employee. If the least senior employee is not qualified, the least senior qualified employee will be chosen. The Employer agrees to provide training and education to help all employees become qualified within a reasonable timeframe.

G. Weekends

1. In the cost centers where there is a weekend work requirement, the normal weekend work requirement for all full-time and part-time employees is two shifts per pay period. Any cost center with different existing minimum weekend work requirements at the time of ratifying this Agreement may maintain those commitments. The Employer may change weekend work requirements in a cost center after giving at least eight (8) weeks' written notice, unless mutually agreed.
2. A weekend, for purposes of defining a weekend off and/or a weekend worked is defined as two (2) shifts: Saturday and Sunday for day and evening staff; or, Friday, Saturday, or Sunday for night staff. The weekend work requirement may also be satisfied by working one (1) weekend shift every weekend. For purposes of differentials, weekends are defined as set forth in the Article on Differentials.
3. For cost centers where staffing permits, a weekend rotation with fewer than two shifts per pay period is permissible. Employees may request to work additional weekend shifts and such requests will not be unreasonably denied.
4. On the date this Agreement is ratified, any employee who is currently not required to work weekends, based on their seniority, will continue to not be required to work weekends, so long as the employee is continuously employed in the same position, in the same cost center.
5. Weekend schedules will not be changed without consulting the employee. If weekend schedules have to be changed, the Employer will seek volunteers first. If no employee volunteers, the least senior employee based on Cost Center Seniority, will be chosen to change weekends.
6. Implementation of the Holiday guidelines may require a temporary change of weekend schedules. The Employer will seek volunteers first. If no employee

volunteers, qualified employees will be asked to cover the shift on a rotating basis beginning with the least senior employee based on Cost Center Seniority.

H. Canceling a scheduled shift

If an employee is not needed to work a scheduled shift, according to the procedure in the Article on Staffing Adjustments, the Employer will make every effort to notify the employee as quickly as possible. If the employee is not provided timely notice and reports to work and is not needed, the employee will be paid:

1. Two hours of courtesy pay if the employee does not work at all; or
2. Worked time only if worked time is two hours or greater; or
3. A combined total of worked time and courtesy pay that does not exceed two hours.

I. Time Changes/Shift Coverage

1. After the schedule is posted, an employee may find a qualified employee with appropriate skill and ability to cover their scheduled shift to take time off using CTO, even if there are open shifts for that same time.
2. Coverage that creates overtime must be pre-approved by the manager/supervisor.

J. Flexible Schedules. At the discretion of the Employer, a cost center may elect to allow employees, with manager/supervisor approval, to flex their working hours within the span of one pay period, such that more than the normal number of hours are worked one day and fewer than the normal number of hours are worked another day, provided the employee does not exceed their normal pay period hours without overtime or other incentive pay approval.

K. If an employee is required to work beyond their scheduled shift to meet patient care needs, the employee will not be required to reduce their scheduled time another day of the week unless it is done through down-staffing in accordance with Article 20A, Section B.

L. Remote Work. With manager approval, an employee who misses scheduled hours due to a temporary situation (location closure, illness or other extenuating circumstances), may be allowed to work from home or at a secure off-site location during their missed scheduled hours, and such requests will not be unreasonably denied.

Article 18A – Scheduling CTO

A. General Provisions. The Employer will work collaboratively with the employees in all areas to facilitate each employee's ability to take time off. It is within management's

discretion to determine whether the area within which the provisions of this Article apply will be on a location, cost-center, or department basis, or a combination thereof.

The following provisions will apply to any process of scheduling time off, unless otherwise mutually agreed upon in writing by the Employer and a majority of impacted bargaining unit employees in any area:

1. Each area shall create a system so that employees can see who is granted time off. The process of scheduling time off may be done electronically, where the appropriate platform exists.
2. Employees will not need to find coverage for approved time off before the schedule is posted.
3. The Employer will make every effort to allow employees time off to attend their medical appointments.
4. When an employee is denied a stretch of time off because one (1) or two (2) shifts have been granted off during that stretch and the limits are exceeded on those single shifts, the Employer will make reasonable efforts to grant the stretch off, and the employee can appeal the denial to their manager/supervisor.
5. The Employer shall approve or deny a vacation/CTO request within two weeks of the request. The Employer shall not alter or remove requests without the consent of the employee. No request for time off will be unreasonably denied.
6. An employee with an approved CTO request will not have their CTO request denied because of a change in their shift/schedule.
7. Any employee who finds appropriate coverage for their shift may take CTO within the parameters of Time Changes/Shift Coverage in Article 18 – Staff Schedules.
8. New hires and transfer employees will be allowed to schedule one week of time off, using CTO, then excused unpaid time, if CTO is exhausted, that would otherwise be excluded within one year of hire/transfer, with the approval of the supervisor.
9. The Employer will provide seniority lists to the management in each area and, upon request by the Union, the Employer will make available to the Union the current staffing plan in any area with employees.

- B. **Minimum number of CTO Slots.** Within three months of ratification, the parties will meet to discuss and sign off on the current minimum number of CTO slots in each area. The Employer shall not unreasonably refuse to continue current minimum CTO slots for bargaining unit employees.

C. **Selection Process.** The default CTO sign up process will be Rolling Sign Up (see Section D below). The bargaining unit employees in each area may elect to change to the Seniority Sign Up (see Section E below) based on a majority vote of all unionized employees in each area. Areas may change the process no more than one time per year. If an election is requested by bargaining unit employees in an area, the Union and the Employer will work collaboratively to establish and conduct the voting process within 60 days of such request. Any transition to a different process will recognize time off that has already been granted and, if an area votes to transition to Seniority Sign-Up, the transition shall take effect in the Seniority-Sign Up period immediately following the vote.

D. **Rolling Sign Up.** For areas that use rolling sign-up, employees will be able to request CTO up to twelve (12) months in advance, based on Cost Center Seniority. Employees may not request more than two (2) weeks of their authorized hours in June, July, and August, except if the employee is approved for an extended leave of absence that permits the use of CTO under this Agreement or with manager/supervisor approval, they may use more than two (2) weeks of CTO time during their absence period.

E. **Seniority Sign-Up**

1. The area's seniority sign-up period will begin September 1st and conclude on October 31st, and employees will be able to request CTO between January 1st and December 31st of the following year. The procedure for seniority sign up is outlined in Section F.
2. The manager will review the sign up requests and approved time will be published in the area no later than November 30th. No changes will be made to the original sign-up requests; the records of original sign-up requests must be maintained by the manager.
3. Additional requests may be signed up for on a "first come, first served" basis after approved time is published in the area and until the schedule is taken by the scheduler to create the next schedule.

F. **Seniority Sign-Up Procedure**

1. The opportunity for Seniority Sign-Up will circulate beginning with the most senior employee based on Cost Center Seniority and will be handed off to the next employee on the seniority list until all employees have signed up or until the final sign-up date, whichever comes first.
2. This process must occur in a timely manner to ensure all employees are able to sign up for CTO during the sign-up periods.
3. During the seniority sign-up period, employees may sign up for their authorized hours to work in four weeks (two pay periods) with only the authorized hours in two weeks (one pay period) during the months of June, July and August.

4. It is the responsibility of each employee to be ready to sign up during the sign-up period.
5. If there are extenuating circumstances that require special consideration, it is recommended that the employee contact their Manager and the Union steward to review available options.
6. In those areas that use a paper CTO request book, the book may not leave the area. An employee may contact another employee to complete the sign up. The person signing the book must initial and date the entry.

G. After the Seniority Sign-Up Procedure

1. After the Seniority Sign-Up Procedure outlined above, employees may request additional CTO on a “first come, first serve” basis.
2. Additional CTO may be requested and granted for the calendar year following the Seniority Sign-Up Procedure, and until the scheduler takes these requests to create the schedule.

H. Holiday Rotation

1. The holidays of January 1, July 4, Thanksgiving Day, and December 25 off will not be included in the CTO request process and will be rotated as equally as possible to afford each employee a fair share of the holidays off. No employee will be required to work more than two (2) of these holidays in any given year. If a bargaining unit employee requests and is approved for time off on one of these holidays, a request in the following year for time off on the same holiday shall be given less priority than other employee requests.
2. Holidays off will be rotated as equally as possible to afford each employee a fair share of the holidays off. Departments are responsible for ensuring patient care needs are met. When possible, employee preference will be taken into account when granting time off during holidays.
3. None of these requirements shall change an existing holiday scheduling practice for employees if there is an agreement in an area between employees and their manager to maintain the current practice.

MedSurg employees with more than 10 years of cost center seniority are not required to work Thanksgiving Day or December 25. Thanksgiving Day, December 24 and 25, and New Year’s Eve and New Year’s Day (of the following year) will be included in the holiday scheduling rotation. MedSurg employees may be required to work up to two of these holidays, but no more than two, and only hours worked on those holidays set forth in Article 25 on Holiday Pay will be eligible for Holiday Premium

pay.

Article 19 – Overtime/Scheduling Incentive Pay/Urgent Pay

- A. Overtime cannot be worked without prior supervisory approval, except in an occasional situation when the employee is involved in direct patient care and is unable to notify their supervisor but will do so as soon as practicable via the notification procedure established by the Employer. There shall be no mandatory overtime.
- B. **Eligibility for Overtime.** All employees who do not meet the requirements for an exemption under applicable law are eligible for overtime pay.

The Employer shall pay non-exempt employees Overtime according to one of the following methods:

- 1. Forty (40) Hour Provision: When an employee's total worked hours exceed forty (40) in a seven (7) day period beginning with the arrival of the day shift on Monday and ending seven (7) days later with the close of Sunday's night shift. There are two (2) such periods in each of the designated biweekly pay periods; or
- 2. Eight/Eighty (8/80) Provision: When an employee's total hours worked on a single continuous shift exceed eight (8) hours and/or when an employee's total hours worked exceed eighty (80) hours in a designated fourteen (14) day pay period.

Overtime Provisions shall not be changed without consulting the affected employee and the Employer must have a valid business reason and provide the employee with a minimum of eight weeks' notice.

C. Calculating Overtime

- 1. Overtime is based on all hours worked in accordance with applicable law. All other paid and unpaid hours will be excluded from the calculation of overtime. Worked hours will be recorded in accordance with Employer policy and as required by applicable law.
- 2. Overtime hours will be paid at a rate of one and one half (1-1/2) times the employee's regular rate. Calculation of the regular rate will include earnings for worked hours, applicable shift differentials, and any other earnings required to be included in the regular rate under applicable law.

D. Scheduling Incentive Pay (SIP).

- 1. At the discretion of the cost center's Director, or authorized representative, Scheduling Incentive Pay (SIP) can be offered for open shifts at any time up to twenty-four (24) hours prior to the start of the shift. However, any open shifts that

exist two weeks prior to the shift will automatically become SIP.

2. SIP will be paid at one and a half (1.5) times the employee's base rate.
3. Committed hours employees will be eligible for SIP after meeting their committed hours with a combination of worked or scheduled CTO. SIP hours cannot be used to achieve committed hours.
4. If an unscheduled absence (including leaving a shift early) occurs in the same week as SIP, the incentive will be voided. However, SIP will not be denied in any pay period for a single absence which does not exceed four and one-half hours. Management call-offs initiated by the Employer do not affect eligibility for SIP.
5. A per diem bargaining unit employee must have worked or be scheduled and subsequently work for at least twenty four (24) non-SIP hours in a pay period to be eligible for SIP. All non-SIP hours worked in any Employer position are counted for purposes of this Section.
6. If an entire shift is identified as SIP, then the entire shift will be paid as SIP if the requirements above are met.
7. SIP cannot be used to cover vacations after the posting of the initial schedule.
8. SIP shifts will be on a first come-first serve basis.

E. **Urgent Pay.** Urgent pay is specifically designed to provide additional compensation for non-exempt employees who work additional hours when unusual circumstances occur (when an employee calls out, high census, high acuity, etc.). Eligible employees (including per diem employees in good standing) who work onsite will be paid urgent pay hours at a rate of two (2) times the employee's base rate. If the unit needs additional employees within twenty-four (24) hours from the start of the shift, urgent pay must be offered except in the following situations:

1. Per diem bargaining unit employees must have worked or be scheduled for at least twenty-four (24) non-urgent hours in the pay period during which urgent pay is offered.
2. If an unscheduled absence (including leaving a shift early) occurs in the same week as urgent pay, the incentive will be voided. However, urgent pay will not be denied in any pay period for a single absence which does not exceed four and one-half hours. Management call-offs initiated by the Employer do not affect eligibility for urgent pay.
3. Any employee is ineligible for urgent pay if a manager has attempted to offer the work to the employee prior to twenty-four (24) hours before the shift. This provision may be waived at the discretion of the supervisor/manager.

If a shift is identified as eligible for urgent pay, the entire shift will be paid as urgent pay. These shifts are awarded on a first come-first serve basis.

Article 20 – Staffing

- A. **High quality patient care is the shared goal of the Employer and the Union.** The Employer and the Union agree that staffing with the appropriate number of skilled, reliable nursing, technical and support employees is an essential element for the provision of quality patient care. Additionally, the parties jointly recognize their shared obligation to provide safe, high quality care to patients who seek care at the Employer.

The Employer and the Union agree that patient care should be patient centered, always according to the patient or resident the highest respect. Care is competent, effective and collaborative. It respects the patient's values, preferences and needs. The Employer and the Union also agree that unit staffing must consider the importance of ensuring that the quality of the employee's work life is appropriate, based on findings that the quality of work life has an impact on the quality of care delivered. To these ends, the Employer agrees to the following:

1. **Staffing Policies, Procedures, and Protocols.** The Employer shall continue to work with the Union to ensure that written policies, procedures and protocols affecting staffing are reviewed with the Union and are readily available to staff.
- B. **Employer-Wide Staffing Committee.** The parties agree that the Staffing Committee established in the collective bargaining agreement with nurses and technical employees shall be expanded by up to four (4) support staff bargaining unit members and up to four (4) representatives of Employer, and the Committee's scope shall be expanded to include issues of mutual concern to the Employer and the support staff bargaining unit. All other provisions applicable to the Staffing Committee for nurses and technical employees shall be extended to the support staff bargaining unit.
- C. **Ad Hoc Staffing Councils or Committees.** If a majority of the Staffing Committee, Employer and the Union agrees that it would be beneficial to establish ad hoc staffing councils or committees to address specific issues related to staffing, the Employer and the Union will meet to set up the parameters for such ad hoc councils or committees. Staffing councils or committees that exist in any department or cost center at the time of ratifying this Agreement may continue.
- D. **Concern Forms.** In the event that any bargaining unit employee believes in their professional opinion they have been given an assignment that is unsafe, or that in their opinion endangers patient care, they will immediately notify their supervisor or designee. The supervisor or designee will review the assignment at that time. If the employee disagrees with the review of the assignment, they will work as directed and may do so under protest. A "Concern Form" will be provided by the Union. It will reflect the bargaining unit employee's name, shift, unit/department, supervisor they submitted the

form to, the date and description of the incident and the supervisor's response. Nothing in this paragraph shall limit the rights of employees under the Healthcare Whistleblower's Protection Act, 21 V.S.A. § 507.

Article 20A – Staffing Adjustments

- A. **Upstaffing.** The Employer and the Union recognize that variations in census, acuity and service delivery requirements occur daily in response to the health needs of patients in our community and region. During periods of high census and/or high acuity, increased service delivery and/or when there is a need for additional employee staffing, the following priority will be used:
1. Where applicable, Resource Pool or MGP Resource employees will be assigned;
 2. On-Call employees will be called in pursuant to the On Call/Call In Article.
 3. Contracted staff, whose contract does not prohibit floating, with the necessary skill and ability will be floated after considering the needs of the unit to which the contracted employee was originally assigned.
 4. Employees with appropriate skill and ability will be asked to volunteer to work extra time so long as it does not incur overtime. A cost center may first ask for volunteers among employees who are currently working.
 5. Eligible employees with the necessary skill and ability may volunteer to float after considering the needs of the unit to which the volunteer was originally assigned. Such volunteers will receive the "float differential" if they qualify in accordance with the requirements of the Articles on Floating and Differentials. If there is more than one volunteer, it will be decided on a first come, first served basis.
 6. Employees with appropriate skill and ability will be asked to volunteer to work for overtime/premium pay. A cost center may first ask for volunteers among employees who are currently working.
 7. Bargaining unit employees and contracted staff will be floated, pursuant to the Article on Floating.
 8. Contracted staff with the appropriate skill and ability will be asked to work additional shifts.
- B. **Downstaffing.** During periods of low census or lack of work, the normal workday and/or workweek may be decreased. The below priority will be used by the Employer, if fewer staff are required. In cost centers that schedule staff in multiple locations, the below priority will apply only to the specific location(s) where the Employer elects to decrease the normal workday and/or workweek. At each level of priority set forth in this Section, the order of selection under will be determined by first selecting the employee(s) with the

longest time from their last call-off pursuant to this Article.

If an employee is canceled after reporting to work, they will be canceled for the entire shift, but may be placed on call pursuant to the On Call/Call In Article with the employee's consent. If an employee is canceled prior to reporting to work, the hours of cancellation will be determined by management at the time of notification, but it will be for at least half the employee's shift unless the employee and the manager mutually agree to a shorter cancellation period. Employees who are canceled prior to reporting to work may be placed on call pursuant to the On Call/Call In Article with the employee's consent, have the option of using CTO time, or taking excused unpaid time off.

Mandated time off will not affect benefit status. Prior to canceling any employee working on straight pay per this subsection, the supervisor/manager will offer the opportunity to complete available work on education, research, training, competencies or other cost center work.

1. **Volunteers to Float.** Employees with skill and ability may volunteer to float to another unit pursuant to the Article on Floating and will receive the float differential.
2. **Contracted Staff Reassigned.** Contracted staff will be reassigned if a need has been identified (and the staff has the necessary skill and ability, and their contract does not prohibit floating).
3. **Contracted Staff working beyond their contracted hours will be canceled.**
4. **Urgent Shifts Canceled:** Employees working urgent pay shifts will be canceled. If multiple employees are working urgent pay shifts, employees working outside their home unit will be canceled first. Prior to being canceled, an employee who is currently working may choose to forego urgent pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the Sections below, except that if the employee's new pay category calls for volunteers and there are an insufficient number, the employee may be canceled as if they remained in this pay category.
5. **Other Incentive Shifts (if in effect):** Employees working any other incentive shift will be canceled. If multiple employees are working incentive pay shifts, employees working outside their home unit will be canceled first. Prior to being canceled, an employee who is currently working may choose to forego incentive pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the Sections below, except that if the employee's new pay category calls for volunteers and there are an insufficient number, the employee may be canceled as if they remained in this pay category.

6. **Called-In/On-Call Canceled:** Employees working Called-In/On-Call shifts will be canceled, but shall remain on-call.
7. **Overtime Canceled:** Staff working overtime hours will be canceled.
8. **Volunteers:** The Employer will ask for volunteers to take time off.
9. **Contracted Staff.** Contracted staff will be reduced.
10. **Extra Shifts Not in OT Canceled:** Extra shifts greater than committed hours will be canceled.
11. **Per Diem Canceled.** Per diem employees will be canceled as determined by reverse Cost Center Seniority, on a rotating basis.

12. Committed Hours Shifts Mandated:

- i. No individual employee will be mandated to take time off more than two (2) times per month. Management will track downstaffing under this Article, and someone will not be mandated a second time before someone is mandated a first time within a year.
- ii. Float and Resource staff shall not be mandated to take time off more frequently than staff who work in one cost center. The Employer shall develop a system for mandating resource (float) pool staff that considers resource (float) pool staff in the context of all cost centers that they are eligible to float to ensure that they are not disproportionately mandated to take time off.

C. **Site Closure.** In circumstances where administration announced site closures due to severe weather or other emergencies, including, but not limited to, flood, fire and/or utility failure (a “Severe Weather Plan”), the following will apply:

1. If a bargaining unit employee is not provided timely notice and reports to work at a site that has been closed or will be closed before the end of their regular workday, the employee will be paid:
 - i. Two hours of courtesy pay if the employee does not work at all; or
 - ii. Worked time only if worked time is two hours or greater; or
 - iii. A combined total of worked time and courtesy pay that does not exceed two hours.
2. With manager approval, an employee who misses scheduled hours as a result of an unanticipated site closure, may perform off-site work during their missed scheduled hours.

3. A bargaining unit employee may elect to record the balance of the scheduled shift as CTO or as approved unpaid time.
4. A bargaining unit employee who is unable to report to work for a shift because of the circumstance surrounding a Severe Weather Plan that is in effect will have the option to use scheduled CTO or as excused unpaid time for the time missed.
5. Bargaining unit employees who report to work late for a shift because of the circumstances surrounding a Severe Weather Plan that is in effect will have the option to use scheduled CTO or excused unpaid time for the time missed.
6. Each Site will have a protocol for an emergency closure available to employees.

Article 21 – Floating

- A. If (i) a Critical Care Technician, CVMC Mental Health Technician or LNA-MHT in Emergency Services, any LNA position with a home cost center of MedSurg is reassigned to a different cost center than their home cost center at the Hospital; (ii) a Life Enrichment Coordinator or LNA position with a home cost center at Woodridge is reassigned to a different cost center than their home cost center; or (iii) an LNA II/Administrative Assistant – WDR with a home cost center of Nursing Administration is reassigned to a cost center at Woodridge, or (iv) a Medical Assistant, Patient Service Specialist, or Operations Support Specialist is reassigned within 24 hours of the start of the shift or during their shift, to a different cost center at a work location other than the work location of their home cost center; where the employee takes a full patient assignment as established in the cost center and role they are floated to, the employee will receive the Floating differential set forth in the Article on Differentials for all hours worked during the reassignment. Perinatal LNA II/Techs will not be required to float outside their cost center, but if they voluntarily agree to do so, they will receive the Floating differential.
- B. When there is a need for floating under this Article, the Employer shall utilize the following priority:
 1. Volunteers;
 2. Traveler/Contracted staff;
 3. Bargaining unit employees (full-time, part-time, and per diem) on a rotational basis using the process developed for float rotation in each unit (unless otherwise required for patient care needs).
- C. A bargaining unit employee floated pursuant to this Article will return to their home cost center when it is determined that the patient care need is greater in that unit. If a bargaining unit employee is interested in cross-training to another cost center, the

Employer agrees to work with that employee to identify opportunities to gain sufficient competencies in the other cost center.

- D. This Article does not apply to bargaining unit employees in Employer's Nurse Resources or MGP Float Pool, who will be paid the Resource differential set forth in the Article on Differentials.

Article 22 – Wages

A. Initial Step Placement and Step Correction

1. Unless otherwise stated in this Agreement, all economic items and the 20-step wage table incorporated into this agreement as Appendix A shall take effect as soon as practicable after ratification of this Agreement and no later than the first full payroll period that starts at least sixty (60) business days after ratification. When the wage table goes into effect, each bargaining unit employee shall receive a 6.0% wage increase to their current rate of pay and will be placed on the higher of: (1) the wage step closest to, but not less than, their new rate; or (2) the wage step associated with their years of experience, as calculated by the Employer at the time of ratification. If a bargaining unit employee's new rate is greater than the maximum step for their position, the employee shall be placed on the maximum step and will continue to receive their new rate of pay until the rate for the maximum step in their position exceeds their current rate. Prior to ratification, the Employer shall provide the Union a list of each bargaining unit employee and their proposed step placement as calculated by the Employer.
2. Using the new hire criteria set forth in Section C, if initial step placement places a bargaining unit employee below the step corresponding with their total years of experience, the Union may initiate a step correction process by, within two (2) months after ratification of this Agreement, providing the Employer a single list of all bargaining unit employees seeking step correction and a copy of each listed employee's relevant experience. The list will contain both the bargaining unit employee's assigned step and the new step sought. The Employer agrees to complete its review and initiate initial step corrections on a pay period start date no later than six (6) months from the date the Union's list is received.

Initial step corrections shall not result in any bargaining unit employee receiving an adjustment in excess of four (4) steps. If any bargaining unit employee requires step correction greater than four (4) steps, additional corrections of up to four (4) steps shall be made effective with the first full payroll period after May 1, 2026 and May 1, 2027. The Employer and the Union mutually agree that if either party requests an extension to complete their respective work, such requests will not be unreasonably denied.

B. Annual Step Increases for Fiscal Years 2025-2027

1. Effective with the first full payroll period in FY2026, all bargaining unit employees shall receive a 3.0% wage increase and eligibility for a step increase of 2%.
2. Effective with the first full payroll period in FY2027, all bargaining unit employees shall receive a 2.0% wage increase and eligibility for a step increase of 2%.
3. Effective with the first full payroll period in FY2028, all bargaining unit employees shall receive a 2.0% wage increase and eligibility for a step increase of 2%.
4. In any fiscal year, all bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to two percent (2%) of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.

C. Step Placement for New Hires

Newly hired bargaining unit employees will be placed on an appropriate step based on their years of experience (as calculated below).

For purposes of calculating years of experience, the following shall be used:

1. Criteria:
 - i. Each step equals one year of experience.
 - ii. Criteria Definitions:
 - 1) All work experience in a position that is the same as the position at the Employer will receive 100% credit.
 - 2) All work experience that is not the same but is relevant in clinical content, technical content, or operational content as reasonably determined by the Employer will receive 50% credit.
 - 3) Previous step or salary is not a consideration to step placement.
 - 4) Experience credit is determined by adding up all the years and months of experience, provided that such work consisted of an average of at least 20 scheduled hours per week.
 - 5) Any time less than six months is rounded down, and time equal to or over six months is rounded up.
 - 6) An individual rehired who has been gone from the organization for more than twelve (12) months will be considered a new hire unless they are recalled from a layoff.

D. Step Placement for Different Positions within the Bargaining Unit

If a bargaining unit employee moves to a different position or pay range within the bargaining unit that is within the same career ladder, the employee will be placed in the new range based on the same step they maintained in the lower range.

If a bargaining unit employee moves to a different position or pay range within the bargaining unit that is not within the same career ladder, the employee will be placed on an appropriate step as determined by the new hire provisions in Section C above. If this causes the employee to lose pay, the Employer may, in its discretion, place the employee on a higher step.

E. Career Ladders

At the request of either the Union or the Employer, the parties shall meet to negotiate the components of career ladders in any specific department or cost center within the bargaining unit.

Article 23 – Differentials

A. Bargaining unit employees will receive differential pay in addition to their base rate as follows:

1. **Evenings.** Employees will be paid an hourly differential of two dollars and seventy-five cents (\$2.75) for all worked hours between 3:00 p.m. and 11:00 p.m. (the “evening shift”), if the bargaining unit employee clocks in during the evening shift or clocks in before 3:00 p.m. and works at least four (4) hours on the evening shift. If a majority of an employee’s shift occurs between 3:00pm and 11:00pm, all hours worked on the shift will receive an evening differential.
2. **Nights.** Employees will be paid an hourly differential of six dollars (\$6.00) for all worked hours between 11:00 p.m. and 7:00 a.m. (the “night shift”), if the bargaining unit employee clocks in during the night shift or clocks in before 7:00 p.m. and works at least four (4) hours on the night shift. If a majority of an employee’s shift occurs between 11:00pm and 7:00am, all hours worked on the shift will receive a night differential.

When a regularly scheduled evening or night shift employee temporarily covers a day shift at the request of a department manager, the employee will maintain their evening or night shift differential.

3. **Weekends.** Employees will be paid an hourly differential of three dollars and twenty-five cents (\$3.25) for all worked hours between the beginning of the night shift (11:00 p.m.) on Friday and 11:59 p.m. on Sunday.

4. **Per Diem.** When working in a per diem status, bargaining unit employees will be paid an hourly differential based on their Paygrade as follows:

Paygrade 1	\$3.25
Paygrade 2	\$3.50
Paygrade 3	\$3.75
Paygrade 4 and above	\$4.00

5. **Lead.** An hourly lead differential of one dollar (\$1.00) is paid for all hours worked or scheduled in the lead role (even if pulled to the floor).
6. **Floating.** All bargaining unit employees who float pursuant to the Article on Floating will be paid an hourly differential of two dollars and fifty cents (\$2.50). Employees receiving a Resource differential are not eligible for an additional Floating differential.
7. **Resource.** All bargaining unit employees who are in the Nurse Resources or MGP Float Pool cost center will be paid an hourly differential of three dollars (\$3.00).
8. **Temporary Assignment Bonus.** Any per diem or part-time employee who agrees to a full-time or part-time temporary assignment for a limited, pre-determined, pre-scheduled duration of at least eight (8) weeks will receive a lump sum bonus at the conclusion of the temporary assignment. When a temporary assignment requires that an employee be scheduled for an additional 72 hours or more per pay period, the lump sum bonus will equal \$300 per pay period. For a temporary assignment less than 72 hours/pay period, the lump sum bonus will be prorated to reflect the additional hours assigned to the employee. To receive the lump sum bonus, the employee must not miss more than three (3) scheduled days during the assignment. Cost Center Seniority shall determine selection among qualified applicants for temporary assignments. Hours worked by per diem employees during a temporary assignment will still count as per diem hours under any applicable minimum hours commitment for per diem employees.
9. **End of the Day in Ambulatory Clinics.** When an employee in an ambulatory clinic is required to work past their regularly scheduled shift for a direct patient care issue that requires the scope and skill of the employee, which cannot reasonably be reassigned, the employee will be paid at a rate that is one and one half (1.5x) times the employee's base hourly rate for all hours worked past their scheduled shift.
10. **Preceptor Differential.** Bargaining unit employees who are expressly assigned by the Employer to act as an assigned preceptor will be paid an hourly differential of two dollars (\$2.00) per hour for all hours worked while they are performing this role. The Employer will assign preceptors based on skill and ability. Employees may be required to attend preceptor training in order to qualify for the preceptor differential.

11. NFS Meal Stipend. Bargaining unit employees in the Nutrition and Food Services cost center who work at the Hospital will continue to receive a daily meal stipend of \$10.00 on any day they are working. If a bargaining unit employee works an additional second shift on any workday, they will continue to receive an additional daily meal stipend of \$10.00 for the second shift.

12. EVS OR Differential. The Employer shall continue paying an EVS OR Differential consistent with its existing practice at the time of ratification of this Agreement.

Article 24 – On Call/Call In

- A. An employee who is designated as on-call receives the on-call stipend and call-in premium when the policy guidelines are met. When the Employer requires that employees designated as on-call carry a pager, pagers will be made available by the Employer.

Cost centers with on-call requirements will determine how call shift preference will be assigned.

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

1. Be employed in a cost center with an approved on-call program;
2. Be officially designated as on-call;
3. Be reachable during the assigned on-call period;
4. Restrict personal travel to permit immediate availability;
5. Respond by phone within ten (10) minutes when notified by phone or pager;
6. Arrive as soon as possible after receiving the call and within thirty (30) minutes, unless the cost center specifies a different timeframe.

B. On-Call Stipend

1. Compensation in the form of a stipend will be paid for the entire on-call period at six dollars (\$6.00), even when an employee is called in to the work site.
2. Preference for on-call shifts will be given to employees over contracted staff.
3. If an employee who is scheduled to be on-call is asked to remain at work immediately following their regular shift and works for at least one (1) hour following the end of their shift, they will be compensated at a rate equal to one and one half (1 ½) times

the employee's base hourly rate for all hours worked immediately after the employee's regular shift. If an employee is eligible for overtime compensation for staying beyond their regular shift, the on-call premium paid under this Section will be credited towards any overtime compensation owed.

C. **Call-In Premium:** When an employee is called to the work site, compensation in the form of a premium rate will be paid under the following guidelines:

1. An employee will receive call-in premium pay equal to one and one half (1 ½) times the employee's base hourly rate for a minimum of two (2) hours to a maximum of actual hours worked. A bargaining unit employee is not eligible for call-in premium pay if they are placed on-call in accordance with the Article on Staffing Adjustments and are called back to the work site during their regularly scheduled shift.
2. If an employee is called in prior to the start of their regular shift the call-in premium pay will cease at the start of the employee's regular shift.
3. If an employee is on call for a scheduled holiday, CTO may be used for that scheduled shift. CTO will not be used for hours that the employee is called in to work.
4. Employees who are called in are eligible for applicable differentials, without application of any minimum hours worked requirements outlined in this Agreement's Article on Differentials.

D. **Rest Period**

1. Whenever possible, call may not be scheduled immediately before or after a bargaining unit employee's scheduled shift except with employee consent.
2. When an employee is called in and there is not an eight (8) hour time lapse between the end of a called-in period and the start of the employee's regular shift, the employee may request up to eight (8) hours off from work before being required to come in to work, and will be paid up to eight (8) hours of any scheduled time that they miss. Leave taken under this Section shall be considered an excused absence. If an employee requests to take leave beyond the eight (8) hours, the request shall not be unreasonably denied and, if approved, the employee may choose to use CTO or take leave without pay.
3. Sleep rooms will be provided, if available, free of charge, for employees who are on call.

Article 25 – Holiday Pay

A. **Holidays**

January 1 (New Year's Day)
Martin Luther King Jr Day
Memorial Day (National)
July 4 (Independence Day)
Labor Day
Thanksgiving Day
December 25 (Christmas Day)

- B. If the Employer or any Vermont partner of the University of Vermont Health Network recognizes an eighth holiday for its bargaining unit employees then, in the following calendar year, an eighth holiday will be considered added to this Agreement on a day to be determined by the Employer.
- C. If a bargaining unit employee works on an Employer-designated holiday, they will be paid one and one half (1.5) times their base hourly rate for all hours worked during the holiday. The holiday premium rate will be paid for hours worked between 12:00 a.m. and 11:59 p.m. on the day of the holiday. The Holiday Premium (which is an additional one half (0.5) of the base rate) will be paid in addition to any Urgent Pay, Scheduling Incentive Pay, and Call-in Premium. The amount of those premiums shall also be calculated on the base rate. Overtime, if applicable shall be paid on the regular rate, which includes all differentials and premiums.
- D. The Employer further honors and respects that its employees represent diverse communities that do not all celebrate the same holidays. In recognition of this, effective 2026 and on January 1 in each calendar year thereafter, all current full-time bargaining unit employees will receive eight (8) hours of Floating Holiday Time Off and all part-time employees will receive an amount of hours prorated to their FTE status.

Floating Holiday Time Off may be applied to one (1) floating holiday each year which must take place on a date different from the dates of the above-listed holidays, Floating Holiday Time Off may only be used for scheduled time off and must be requested in accordance with the CTO scheduling practices of the employee's cost center. Employees may not use Floating Holiday Time Off for unscheduled time off or low census. Floating Holiday Time Off will be forfeited if not used by December 31.

Floating Holiday Time Off will be paid at the employee's base hourly rate. If an employee is approved for Floating Holiday Time Off and, due to unavoidable hardship, is required to work on the day scheduled for Floating Holiday Time Off, the employee will be paid the Holiday Premium for all hours worked during that Floating Holiday.

- E. Employees who volunteer and are approved to work on an Employer-designated holiday without a supervisor's request in a department closed for business will not be paid the Holiday Premium.

Article 26 – Bereavement Leave

- A. Bereavement leave is offered to provide paid time off from work for a death in the family.
- B. All full-time and part-time employees will be provided paid Bereavement Leave of up to three (3) scheduled workdays if there has been a death in the immediate family. Subject to manager/supervisor approval, two (2) additional days of paid bereavement leave may be provided if the funeral or internment will be held out of the immediate area. Such approval shall not be unreasonably be denied.
- C. Per diem employees who miss scheduled shifts due to a death in the immediate family will have their absence coded as excused.
- D. Immediate family is defined as spouse or partner, parent, step-parent, children, step-children, sibling, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter in-law, sister-in-law, brother-in-law, and corresponding relatives of a partner, or any other relative or cohabitant (designated in advance of death) who was a member of the employee's household.

For purposes of this Section only, a “partner” is an individual, regardless of gender or gender identity, with whom the employee resides and shares an emotional commitment and common necessities of life, or to whom the employee is engaged to be married.

Time off for employees who miss scheduled shifts because of the death of another person close to the employee not listed in this Article will be coded as excused for the purposes of corrective action.

- E. If time beyond the paid Bereavement Leave provided in this Article is needed, including for related religious or cultural observances, the employee can request additional time using scheduled CTO or excused unpaid time off.

Article 27 – Jury Duty

Employees will be given time off to fulfill their civic responsibility to serve on a jury. Employees should present a notice of jury duty to their supervisor/manager as soon as possible so that any staffing changes can be arranged. While on jury duty benefited employees shall receive regular pay for their scheduled shifts missed and retain any court pay and reimbursement for travel. Scheduled shifts will include a scheduled evening or night shift immediately preceding and following a day spent in jury duty. If the needs of the court do not require the full workday, the employee should contact their supervisor about returning to work.

If jury duty is canceled, the employee and the supervisor may agree to have the employee work their regular shift.

Time off for jury duty is an excused absence and, to the extent any provision of this Agreement or other benefit of employment is contingent on an employee not taking a certain amount of time

off from work, time off for jury duty will not be counted for that purpose.

Article 28 – Education and Certification

- A. **Compensation for Training and Education.** Any employee required by the Employer to participate in or attend training or educational programs which are held at times other than during an employee's scheduled work hours shall be paid the applicable hourly rate of pay.
- B. **Career Advancement Programs.** Should the Employer initiate a new program or change an existing program for career advancement (e.g., Pathway program, paid study, apprenticeship, etc.), the parties agree to meet as soon as practicable to bargain the effects of the program.
- C. **Tuition Assistance.** After six (6) months of employment, full-time and part-time employees will be eligible for tuition assistance on the same terms and conditions as all other employees of the Employer. The parties acknowledge that at the time of ratifying this agreement, eligible employees of Employer were available for up to \$3,500 annually in tuition assistance.
- D. **Certification and Recertification Reimbursement.** After six (6) months of employment, full-time and part-time employees will be eligible for certification and recertification reimbursement on the same terms and conditions as all other employees of Employer. The parties acknowledge that at the time of ratifying this agreement, eligible employees could receive up to \$500 annually in certification or recertification reimbursement.

Article 29 – Insurances & Wellness

- A. The Employer will provide bargaining unit employees with access to a Benefits Plan ("Plan") that satisfies the requirements for a cafeteria plan under Section 125 of the Internal Revenue Code. All Plan provisions are subject to change, provided that such changes are uniformly applied to all employees of Employer participating in the changed Plan. The Employer will provide notification to the Union at least sixty (60) days prior to the implementation of any changes to the Plan provisions. Subsequent to providing notice of any changes, the Employer and the Union will meet upon request of either party to discuss the changes.

The Employer will not raise contribution rates above amounts specified in Section D and E of this Article during the term of this Agreement. Any Plan improvements provided to other employees of the Employer during the term of this Agreement will be provided to bargaining unit employees.

Per IRS guidelines, all benefit elections must remain in effect for the full calendar year (January 1 through December 31) unless there is a qualifying event under the terms of any benefit plan.

In addition, the IRS requires all enrollments be completed and submitted to the Employer within thirty-one (31) days of change in status or within sixty (60) days of the adoption, birth of a child or legal guardianship; otherwise the bargaining unit employees must wait until the next open enrollment period to enroll or make any changes to their current elections.

To the extent permitted by applicable law, the Union shall have access to all plan cost information, including but not limited to administrative cost factors and out-of-pocket costs paid by bargaining unit employees (e.g. employee payment for claims filed but not paid, employee payments for deductibles and employee co-payments).

- B. To participate in the Plan, bargaining unit employees must be a full or part-time employee scheduled to work at least 40 hours per pay period.
- C. Dependents eligible for coverage under Plan benefits include the bargaining unit employee's legal spouse, dependent children, including biological children, legally adopted children, stepchildren, and any child placed in the employee's home for legal adoption or guardianship, and domestic partners and children of domestic partners who were enrolled in the plan at the time this Agreement was ratified. Dependent children must be:
1. Under age 26, or
 2. Age 26 or over and incapable of self-support because of a mental or physical disability that existed before the child reached age 26.
 3. Dependent eligibility must be verified with supporting documentation provided to the Employer within 60 days of the dependent enrollment.
- D. Group Medical

Eligible bargaining unit employees will contribute to the full cost of medical coverage plans according to the following schedule:

Full-Time (72-80 Hours)		Part-Time 1 (60-71 Hours)		Part-Time 2 (40-59 Hours)	
250 Plan		250 Plan		250 Plan	
Employee	22.241%	Employee	29.210%	Employee	30.180%
Employee + Spouse	23.253%	Employee + Spouse	30.618%	Employee + Spouse	31.649%
Employee + Child(ren)	21.769%	Employee + Child(ren)	28.557%	Employee + Child(ren)	29.507%
Family	24.748%	Family	32.693%	Family	33.805%
400 Plan		400 Plan		400 Plan	
Employee	18.730%	Employee	26.013%	Employee	27.027%
Employee + Spouse	19.788%	Employee + Spouse	27.484%	Employee + Spouse	28.562%
Employee + Child(ren)	18.236%	Employee + Child(ren)	25.330%	Employee + Child(ren)	26.323%
Family	21.349%	Family	29.653%	Family	30.816%
HDHP 1600		HDHP 1600		HDHP 1600	

Employee	11.329%	Employee	19.142%	Employee	20.254%
Employee + Spouse	12.460%	Employee + Spouse	20.752%	Employee + Spouse	21.930%
Employee + Child(ren)	10.803%	Employee + Child(ren)	18.398%	Employee + Child(ren)	19.483%
Family	14.133%	Family	23.199%	Family	24.469%
HDHP 3200		HDHP 3200		HDHP 3200	
Employee	4.651%	Employee	13.040%	Employee	14.210%
Employee + Spouse	5.868%	Employee + Spouse	14.733%	Employee + Spouse	15.976%
Employee + Child(ren)	4.081%	Employee + Child(ren)	12.252%	Employee + Child(ren)	13.397%
Family	7.663%	Family	17.224%	Family	18.562%

E. Group Dental

Eligible full-time bargaining unit employees (72-80 hours) shall contribute 35% and eligible part-time bargaining unit employees (40-71 hours) shall contribute 50% to the full cost of any dental coverage plan.

F. Group Vision

The vision plan is fully paid for by the bargaining unit employee. The Employer does not contribute to the cost of the employee's vision coverage.

G. Health Care and Dependent Care Flexible Spending Accounts

All benefit-eligible bargaining unit employees may participate in both accounts, except that to participate in a Dependent Care Flexible Spending Account, the employee must have an eligible dependent as defined by applicable IRS guidelines.

H. Basic Life Insurance

All benefit-eligible bargaining unit employees can elect Basic Life and Accidental Death & Dismemberment (AD&D) insurance in the amount of two times (2x) annual base salary or \$50,000 paid for by the Employer, subject to any applicable age reduction. If benefit-eligible bargaining unit employees do not elect an amount for Basic Life and AD&D, they will automatically be enrolled in the two times (2x) annual base salary coverage. This benefit is fully paid for by the Employer.

I. Voluntary Life Insurance and Voluntary Benefit Programs

All benefit-eligible bargaining unit employees have the option to purchase voluntary life and AD&D insurance, as well as other voluntary benefit offerings at their own expense. While subject to change at the discretion of the Employer, the programs currently offered include, but may not be limited to:

- Voluntary Employee Life and AD&D
- Voluntary Spouse and child life insurance including AD&D

- Critical illness insurance
- Accident insurance
- Hospital indemnity insurance
- Identity theft insurance
- Pet insurance

J. Short Term Disability Benefits

Subsequent to hire on a date established by Short Term Disability (STD) plan documents, all benefit-eligible bargaining unit employees will receive STD insurance in an amount established by the Employer. This benefit is fully paid for by the Employer.

K. Long Term Disability Benefits

Subsequent to hire on a date established by Long Term Disability (LTD) plan documents, all benefit-eligible bargaining unit employees will receive basic LTD insurance in the amount of sixty percent (60%) of pay up to any maximum dollar amount established by the Employer. This benefit is fully paid for by the Employer.

L. Gym Access

Bargaining unit employees may access available gym facilities at the Employer.

Article 30 – Retirement

The Employer will continue to maintain a 403(b) retirement plan during the term of this Agreement, so long as none of the provisions in this plan violates applicable laws or regulations. In the event that any benefit provided under this plan violates applicable law or regulations, the Employer will meet and confer with the Union at least sixty (60) days prior to changing the benefit.

All bargaining unit employees are eligible to make personal contributions into the 403(b) retirement plan as of the effective date of hire. All bargaining unit employees who meet the eligibility criteria of the 403(b) retirement plan will also receive basic and matching contributions from the Employer.

The Employer agrees there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement. If the Employer improves the 403(b) retirement plan for non-bargaining unit employees during the term of the Agreement, such improvements shall also be applied to the retirement benefits for bargaining unit employees.

The Employer will offer retirement education to bargaining unit employees.

Article 31 – Combined Time Off

- A. **CTO.** The Combined Time Off (CTO) program provides employees with paid time off consistent with their position and length of service and encourages flexibility in usage of paid time off through scheduled and unscheduled absences, as well as a cash-in provision. All full-time and part-time bargaining unit employees are eligible to accrue CTO hours.
1. Eligible bargaining unit employees will begin accruing CTO from the start of employment at the Employer or the effective date of entering an eligible status at the Employer. If a bargaining unit employee transfers to the Employer from another position within the University of Vermont Health Network (UVMHN), they may carryover eighty (80) unused CTO hours from their previous position.
 2. Eligible employees accrue CTO each pay period on the basis of paid work and CTO hours. The maximum number of paid hours on which CTO is accrued is eighty (80) hours per pay period.
 3. CTO is not accrued on workers' compensation, CTO cash-in, short-term disability, long-term disability, leaves of absences or during an unpaid absence.
 4. The accrual rates for eligible employees are based on length of continuous eligible service and position classification.
 5. The maximum amount of CTO hours that can be accrued in a bargaining unit employee's CTO bank is two (2) times the individual employee's annual accrual. Once this amount is reached, no more CTO hours will be accrued until the CTO hours in the bank are below this maximum amount. The maximum allowed accrual is prorated for bargaining unit employees based on their committed hours.
 6. When a bargaining unit employee's committed hours are reduced, their CTO bank will be compared to the new maximum CTO allowed. If the CTO hours bank is over the new maximum, the excess CTO hours plus two (2) pay periods' worth of CTO accrual hours (based on the new accrual rate) will automatically be cashed out to make the employee's CTO bank below the new maximum. This will allow the bargaining unit employee to continue to accrue CTO hours. This payment will be included in the next paycheck. This cash out does not affect the employee's eligibility for the CTO cash-in (see CTO Cash-in Section).

Years of Network (UVMHN) service*	Accrual Rate	Maximum Cap for Accrual of Hours for 80 hours/pay period employees**
0 to 5	.1039	432

5+ to 10	.1231	512
10+ to 14	.1270	528
14 +	.1424	592

*The parties agree CTO accrual rates will be updated to reflect Network seniority within six months of ratifying this Agreement.

**Bargaining unit employees who work less than 80 hours per pay period will have the same accrual rate, but their maximum cap for accrual of hours will be prorated based on their committed hours.

B. Use of Combined Time Off (CTO)

- 1. Combined Time Off for Bargaining Unit Employees.** CTO will be used for scheduled absences, planned personal days, and all unscheduled absences. CTO must be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to their committed authorized hours, unless otherwise required by applicable law or a specific provision of this Agreement. CTO hours may not be used to cover canceled extra shifts.

CTO may also be used when a bargaining unit employee's regularly scheduled workday falls on an Employer-designated holiday. CTO is not used when a bargaining unit employee is not regularly scheduled to work the holiday. If a bargaining unit employee elects against using CTO on a holiday, the day will be considered excused unpaid time.

- 2. New Bargaining Unit Employees.** Eligible bargaining unit employees will accrue CTO hours from the date of hire.
- 3. Upon Termination.** Unless a bargaining unit employee is transferring to a new position within the UVMHN then, upon termination, a bargaining unit employee will be paid for all CTO remaining in their CTO bank at one hundred percent (100%) of its value, in accordance with tax laws and IRS regulations. The value is calculated using the bargaining unit employee's base rate. If a bargaining unit employee transfers to a new UVMHN position, they will carryover up to eighty (80) unused CTO hours and any hours in excess of eighty (80) will be paid to the employee

pursuant to this Section.

4. **Payment of CTO:** When an employee is approved to use CTO for regularly scheduled shifts, CTO shall be paid at the employee's base rate plus any applicable shift differentials. When an employee is approved to use CTO for any additional shifts, CTO shall be paid at the employee's base rate.
- C. **CTO Donation:** Pursuant to the Employer policy on CTO, full-time and part-time bargaining unit employees may donate CTO to another employee, per IRS regulations.
- D. **Combined Time Off (CTO) Sell:** Pursuant to Employer policy on CTO, eligible bargaining unit employees may elect during open enrollment to sell up to a maximum of forty (40) hours of their accrued Combined Time Off (CTO) in the amount of 20, 24, 32, or 40 hours to help offset the cost of benefits.
- E. **CTO Cash-In Program:** Pursuant to Employer policy on CTO, eligible bargaining unit employees may make CTO Cash-In elections during open enrollment for the upcoming calendar year. The CTO Cash-In program provides the opportunity to convert unused and available CTO hours to cash paid out in the next calendar year and taxed at supplemental rates, per IRS regulations.

Article 32 – Child Care

- A. **In-House Facility.** If the Employer creates a new in-house facility, or contracts with a child care facility/operator, or otherwise creates Employer-exclusive child care slots, the hospital agrees to bargain access and benefits with the Union.
- B. **Payroll Tax.** The Employer will pay the entire childcare tax for employees at a rate no higher than that established on July 1, 2024 by the State of Vermont.

Article 33 – Family and Medical Leave (FMLA)

The Employer will provide parental, family, medical, and military caregiver leave in compliance with applicable state and federal law.

The Employer will also provide up to four (4) weeks of paid family leave on the same terms and conditions applicable to all other non-exempt hourly employees of the Employer. If an employee is eligible for both FMLA leave and paid family leave at the same time then paid family leave will run concurrently with FMLA leave.

The paid family leave benefit may be applied to intermittent FMLA.

Article 34 – Supplemental Family and Medical Leave

- A. **Eligibility.** To be eligible for supplemental family/medical leave, a bargaining unit employee must meet all eligibility and qualification requirements for Family and Medical

Leave, must have exhausted a continuous twelve (12)-week leave available under Family and Medical Leave, and supplemental FMLA must commence immediately after the exhaustion of FMLA.

- B. **Leave Period.** Provided that the notice and medical certification requirements are met, an eligible employee may be granted an additional four (4) weeks of unpaid leave of absence during the rolling twelve (12)-month period measured backward from the date the employee begins any family/medical leave as provided under this Agreement.
- C. **Notification Process.** If the need for supplemental family/medical leave is foreseeable, the employee must give reasonable prior written notice (generally thirty (30) days). If the leave was foreseeable and the employee fails to provide appropriate notice, commencement of the leave may be delayed. If the need for supplemental leave is not foreseeable, the employee is expected to give notice no later than two (2) business days after learning of the need for leave except in extraordinary circumstances.
- D. **Medical Certification.** Medical certification utilized to approve the initial family/medical leave under this Agreement, in most circumstances, will be sufficient for review and approval of supplemental family/medical leave requests. Periodic reports of the employee's status and intent to return to work may be required during the supplemental leave period. Failure to provide requested recertification within fifteen (15) days, if such is practicable, may result in delay or denial of further leave until it is provided.
- E. **Unpaid Leave.** Supplemental family/medical leave is unpaid. However, a bargaining unit employee with CTO hours may use them to provide the equivalent of regular pay. It is the bargaining unit employee's responsibility to inform the Employer whether to use CTO time. If the Employer is not informed, available CTO will not be used.
- F. **Intermittent Leave.** Supplemental family/medical leave may not be taken intermittently (in separate blocks of time) or on a reduced leave schedule.
- G. **On-the-Job Injuries.** Time off for on-the-job injuries that meet eligibility requirements under applicable Workers' Compensation laws will be charged to time off allowed under this Article and such leaves will run concurrently.
- H. **Benefit.** During an approved supplemental family/medical leave, the Employer will continue paying its portion of the cost for employees covered under insurance benefit programs to the same extent required under Family and Medical Leave. The employee must continue to pay their portion of the applicable benefit cost during the leave as instructed by the Employer. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed. Service credit for applicable group benefit plans will continue while on approved supplemental family/medical leave. If an employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the supplemental family/medical leave.

- I. **Job Protection.** An employee, whose supplemental family/medical leave does not exceed the leave allotment, will return to an equivalent or former position upon completion of the leave. The employee will return with equivalent pay, benefits, and other terms and conditions of employment existing on the day the leave began as long as such benefits are still provided by the Employer.
- J. **Return to Work.** An employee should contact the Employer or its designated leave administrator, and their manager at least two (2) weeks or as soon as practicable prior to the scheduled return date. Annual performance planning and performance appraisals that are scheduled to occur while the employee is on supplemental family/medical leave may be rescheduled by the employee's manager within thirty (30) days of the employee's return.
- K. **Failure to Return.** If an employee fails to return to work upon completion of supplemental family/medical leave, they will be considered as having voluntarily terminated. In the event that an employee fails to return to work upon completion of supplemental family/medical leave, the Employer may recover from the employee the cost of any payments made to maintain the employee's benefits, except where the employee does not return because of the continuance, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

Article 35 – Military Leave

- A. **Eligibility:** Consistent with the Employer's applicable policies and as required by law, employees ordered to military/uniform duty will be granted a leave of absence for the period of service time, including a reasonable period between leaving their job and entering military service and a reasonable period between their release from service and their return to work.
- B. **Notification:** An employee with active reserve commitments must inform their manager of the anticipated period of service as early as it is known and not later than at the time they receive military orders. Employees must comply with the notification requirements in the Employer's Leave of Absence for Military Service policy.
- C. **Benefits:**
 - 1. Each calendar year, an employee will be provided fourteen (14) days of a pay differential (including shift differentials for missed shifts) for annual reserve commitments if the pay for scheduled shifts missed by the employee during the fourteen day period would have exceeded the service pay. This benefit can be used nonconsecutively throughout the year. To receive this benefit, eligible employees are required to submit a copy of their military leave and earnings statement for the covered period. Differential wage payments to an employee on qualified military service are considered "wages" subject to federal income tax withholding. Military pay differential is paid via payroll check.

After fourteen days, the employee may elect to be paid Combined Time Off (CTO) hours during the period of active duty or take an excused absence without pay, or a combination of both. It is the employee's responsibility to inform the Employer whether to use CTO time. If the Employer is not informed, available CTO will not be used.

2. For the first thirty (30) days of military leave, the Employer will continue paying its portion of the benefit cost for employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The employee must continue to pay their portion of the applicable benefit cost during the leave as instructed by the Employer. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed.
 3. On the thirty-first (31st) day of military leave, Employer sponsored life insurance and short and long-term disability programs cease. If the employee wishes to retain coverage, they can assume full cost of life insurance and long-term disability. Beginning the first (1st) of the month following the end of thirty (30) days of military leave, the employee can maintain medical, dental, vision and healthcare reimbursement account through COBRA as instructed by the Employer. The employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the employee's payment for the benefit cost is not received as instructed.
 4. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on military leave. If an employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the military leave.
- D. **Seniority:** As required by law, an employee returning from completion of active duty shall be reinstated with preservation of seniority the employee had accrued when the military leave commenced.
- E. **Pay Increases:** Upon an employee's return from military leave, the employee will receive any general pay increases that may have been implemented while on leave.
- F. **Reinstatement:** As required by law, the employee, upon completion of active duty, will be returned to their previous position or to another comparable position. The rights and obligations regarding reinstatement are set forth in the Employer's Leave of Absence for Military Service policy.

Article 36 – Short Term Leaves of Absence

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

1. **Volunteering:** An employee may request a leave of absence, up to ten (10) consecutive days per calendar year, to volunteer in support of any charitable organization as defined in Section 501(c)(3) of the IRS Code. To be eligible for this program, time must be taken in full day increments. Employees may choose to use CTO or be unpaid.
2. **Election to the State Legislature:** Any employees who, in order to serve as a member of the Vermont General Assembly, must leave a full-time or part-time position, will be granted an unpaid leave of absence to perform any official duty in connection with their elected office. To be eligible for re-employment, the employees must return to work immediately following the completion of their legislative session. An employee who is elected to the General Assembly must notify Human Resources and their manager in writing within ten (10) days of winning the election.
3. **Educational Leave of Absence:** An unpaid leave of absence for educational opportunities that promote an employee's growth and development at the Employer may be granted for up to twenty-four (24) months at accredited educational institutions (may be continuous or intermittent). Prior to the leave of absence and at the start of each academic semester of the leave, the employee must provide proof of enrollment.
4. **Health Service: Underdeveloped Areas or Disadvantaged People:** An unpaid leave of absence for up to twelve (12) months may be granted to participate in health services for the benefit of underdeveloped areas or disadvantaged people. Only one leave of up to twelve (12) months is permitted every three (3) years.
5. **Professional Work Experience/Expertise:** An unpaid leave of absence of up to twelve (12) months may be granted to employees with five (5) or more years of consecutive full-time or part-time service, upon proof of employment in a health care related position to gain additional professional expertise. Only one (1) leave of up to twelve (12) months is permitted every five (5) years.
6. **Personal Leave of Absence:** Up to six (6) months of unpaid leave may be granted in the event of personal circumstances and personal emergencies. Unpaid absence will not be allowed unless all CTO has been used, except in cases of approved medical and/or family leave.
7. **Leave; alleged crime victims; relief from stalking or abuse.** The Employer will provide leave for alleged crime victims and for relief from stalking or abuse in compliance with state law.
8. Short-term Family Leave will be provided as per the applicable law and leave may be provided for the following purposes:
 - i. To participate in preschool or school activities directly related to the academic advancement of the employee's child, step-child, foster child or ward who

lives with the employee, such as a teacher conference.

- ii. To attend or accompany the employee's child, step-child, foster child or the employee's parent, spouse or civil union partner, or parent of the employee's spouse or civil union partner or ward who lives with the employee ("immediate family") to routine medical or dental appointments.
- iii. To accompany the employee's parent, spouse or civil union partner, or parent of the employee's spouse or civil union partner to other appointments for professional services to their care and well-being.
- iv. To respond to a medical emergency involving the employee's immediate family.

B. To the extent any applicable State or federal law requires that the Employer provide for leaves of absence beyond that set forth in this Agreement, the requirements of that applicable law will be considered part of this Agreement.

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

D. Benefit Provisions

1. For the first thirty (30) days of an approved leave of absence, the Employer will continue paying its portion of the benefit cost for an employee covered under its medical, dental, vision, reimbursement accounts or life and disability programs. The employee must continue to pay their portion of the applicable benefit cost during the leave as instructed by the Employer. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed.
2. On the thirty-first (31st) day of an approved leave of absence, Employer sponsored life insurance and short and long-term disability programs cease. If the employee wishes to retain coverage, they can assume full cost of life insurance and long-term disability. Beginning the first (1st) of the month following the end of thirty (30) days of leave, the employee can maintain medical, dental, vision and healthcare reimbursement accounts through COBRA as instructed by the Employer. The employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the employee's payment for the benefit cost is not received as instructed.

3. Service credit for pension, 403(b) retirement plan, CTO, and short-term disability benefit levels will continue while on an approved leave of absence. If an employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the leave of absence.
- E. **Return.** If the employee is unable to return to work within the approved leave time, they must request an extension in writing. Each request will be considered by the Employer on an individual basis. Requests for an extension for unpaid leave of absence will not be unreasonably denied. Employees not returning within the approved leave time will be considered as having voluntarily terminated from the Employer.

Article 37 – Discipline & Discharge

- A. No employee, except for employees in a probationary period, shall be disciplined or discharged except for just cause.
- B. The Employer will permit a Union steward to be present during an investigatory interview according to Weingarten standards developed by the National Labor Relations Board. The manager or supervisor shall notify the employee that they may have a Union representative present at 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. The Employer will provide notice under this Section prior to any applicable meeting, except that the failure to provide prior notice will not preclude the Employer from proceeding with the meeting, as long as notice is provided during the meeting. If the employee, upon being informed of their right to representation, requests a union steward, the meeting will then be postponed until a steward is available.
- C. An employee shall be informed of the right to have a Union steward or a Union representative present whenever the employee is to be informed of a decision to issue discipline. In the event no Union steward is available, the Employer may impose the discipline but must meet with the employee and a steward as soon as practicable. Meetings shall be conducted in the spirit of mutual respect.
- D. After one (1) year, past corrective action shall not be admissible to establish an element of progressive discipline. Exceptions to this include corrective actions for harassment, substance abuse, confidentiality or privacy violations (including HIPAA), medication or drug diversion, patient abuse or mistreatment, billing compliance violations, or similarly serious matters, which will remain in effect for as long as the bargaining unit employee is employed.
- E. The Employer will provide the Union with a courtesy copy of written discipline.
- F. The Employer and all bargaining unit employees will abide by the Employer's policy on Attendance. The Employer acknowledges the attendance policy in effect at the time of ratifying this Agreement does not mandate corrective action for a certain number of

absences and the parties agree that even when an employee's number of absences allows for corrective action under the Employer's policy, each case will be considered individually based on the facts and circumstances involved, and on an employee's current and past performance.

Article 38 – Grievance & Arbitration

A. Scope and Process

1. Any disagreement or dispute between the parties involving the application or interpretation of this Agreement, and/or applicable laws shall be defined as a grievance and processed according to the procedures contained in this Article.
2. It is the intention of the parties to attempt to resolve grievances at the lowest level. Issues should be presented as quickly as possible in order to try to resolve the problem. When an issue remains unresolved after verbal discussions (Step 1), it is reduced to writing.
3. The parties agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of the Employer.
4. Grievance meetings or other conferences to discuss settling disputes, which require the attendance of bargaining unit employees, shall be scheduled immediately before, during or after the bargaining unit employees' scheduled shift, unless otherwise agreed to by the parties.
5. The Employer will pay for one (1) union designee for time spent in Step 2 and Step 3 grievance meetings up to a maximum of one (1) hour per meeting.

B. Time Limits

1. The parties agree that the time limitations of this Article are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing.
2. Failure of the grievant to abide by the time limitations of this Article shall preclude any subsequent filing or processing of the grievance. Failure of the party against which the grievance was filed to meet a deadline under this Article shall be considered a denial of the grievance that permits the grievant to appeal to the next step as appropriate. If failure of the party against which the grievance was filed to meet a deadline results in the grievant appealing to Step 4, the party against which the grievance was filed shall pay all fees and expenses of the arbitrator.

C. Steps

Business days are defined as Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays as outlined in this Agreement. All time limits may be extended by agreement of the parties that is confirmed in writing. Any request for extension will not be unreasonably denied. Written notification of advancing a grievance to Step 2, Step 3, or Step 4 shall be provided via email to any representative designated by the receiving party.

Step 1: Verbal grievances filed by the Union shall be presented to the grieving bargaining unit employee's immediate supervisor, or a designee with authority to settle the grievance, within seven (7) business days of the event giving rise to the grievance. The supervisor, or their designee, shall reply as soon as possible, but if additional information is needed, the supervisor shall have ten (10) business days to respond.

Step 2: If a grievance is unresolved at Step 1, the Union shall have ten (10) business days from when the Step 1 response is received, to advance the grievance to Step 2. Step 2 grievances shall be sent via email to the management representative designated by the Employer, and shall contain:

- The date of the Step 1 verbal grievance meeting and the name of the supervisor(s)/Union Officer(s) to whom it was presented.
- Statement of the facts upon which the grievance is based.
- The section or sections of this Agreement that may have been violated.
- The remedy or correction which is desired to be made.

A meeting shall be held within ten (10) business days of the filing of the grievance and a response shall be given within seven (7) business days of the meeting.

Step 3: If a grievance is unresolved at Step 2, the Union shall have ten (10) business days to advance the grievance to Step 3. A meeting shall be held within ten (10) business days of the filing of the grievance and a response shall be given within seven (7) business days of the meeting.

Step 4: If the response to Step 3 is unsatisfactory, the grievance must be filed for arbitration within thirty (30) business days of the response from Step 3, except that if the grievance involves corrective action, only actions involving discipline more serious than a written verbal warning may be filed for arbitration. Unless agreed to by the parties, each grievance will be arbitrated separately.

Arbitration will be conducted in accordance with American Arbitration Association procedures. If both parties agree, the parties may elect to use different procedures or an alternative process for arbitrator selection.

In filing for arbitration, the aggrieved party may not add sections of the Agreement that were allegedly violated or seek a remedy in excess of that which was set forth in the aggrieved party's written presentation at Step 3. Similarly, the Arbitrator may not find contract violations or impose a remedy in excess of that which was set forth in the

aggrieved party's written presentation at Step 3.

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

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

The parties shall share all fees and expenses of the arbitrator equally. Each side shall pay the cost of preparation and presentation of its own case, including attorneys' fees.

- D. **Exceptions to Initial Filing at Step 1 or 2:** A grievance concerning a discharge must be filed initially at Step 3. If the parties mutually agree the representatives designated in Steps 1 or 2 lack authority to settle a grievance, it may be initially filed at the next step. Additionally, upon mutual agreement of the parties, a grievance may be initiated at Step 3.

Article 39 – No Strike/No Lockout

There shall be no strikes or lockouts during the term of this Agreement unless negotiated as part of individual articles of this agreement.

The Union will not call or sanction any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work, or engage in any picketing at any facility when employees of the Employer work during the period of this Agreement. The Employer agrees that there will not be a lockout of bargaining unit employees during the period of this Agreement.

Should a strike, sympathy strike, slowdown, or other concerted stoppage of work occur, whether or not called or sanctioned directly or indirectly by the Union, the Union, acting through all of its officials, within twenty-four (24) hours of a request by the Employer shall:

- A. Publicly disavow such actions by the bargaining unit employees.
- B. Advise the Employer in writing that such action by the bargaining unit employees has not been called or sanctioned by the Union.
- C. Post notices on Union bulletin boards and disseminate electronic notice to bargaining unit employees that the Union disapproves such action and instruct bargaining unit employees to return to work immediately.

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

Article 40 – Personnel Files

- A. In accordance with applicable policy, the Employer shall maintain a personnel file for every bargaining unit employee. Each bargaining unit employee shall be granted access to any portion of their personnel file and, to the extent any portion of their file is not available to the employee through electronic self-access, the Employer shall cooperate with the employee and the Union on how to best provide access to this portion.
- B. Employees may submit a timely response to any performance evaluation or written corrective action they receive, which shall be included in their Human Resources file.

Article 41 – Health and Safety

- A. The Employer and the Union recognize that employees may be exposed to workplace situations that pose risks to health. Consistent with the Employer's policies and the requirements of state and federal law, the Employer agrees to protect the health of employees and provide a safe work environment. To that end, the Employer agrees to provide:
 - 1. A program of infectious and communicable disease control as required by state and federal law.
 - 2. Physical examination, health tests, labs, and immunizations as required by the Employer, state and federal law at no cost to the employee.
 - 3. Material data safety sheets as required by state or federal law.
 - 4. Needle protection systems as required by state or federal law.
 - 5. In any cost center where medications are administered or prepared, medication disposal systems will be available.
 - 6. All safety equipment and related training necessary to perform the duties of the position, including appropriate levels of PPE such as masks, gloves, gowns, scrubs, goggles, lead vests/gowns, and any other proper equipment needed to protect employees as recommended by CDC guidelines or the Vermont Department of Health, or as required by the Employer's policies and procedures, and state and federal law. Employees agree to attend related training.
 - 7. Employees are responsible for using appropriate PPE and safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or in disrepair. The Employer shall replenish or repair such supplies and equipment when notified. Employees are responsible for taking good care of all safety equipment.

8. The Employer will make available patient de-escalation, BLS, safe patient handling, and workplace safety training to all employees who request it. An employee who requests to be trained in de-escalation, BLS, safe patient handling, or workplace safety shall complete the training as soon as is reasonably practicable after the request and priority shall be given to those employees who are required to complete the training. The training shall be paid time.
- B. Only employees trained to work with hazardous materials shall do so.
- C. Employees may raise safety complaints/concerns at any time without fear of reprisal for making the safety complaint/concern consistent with the Healthcare Whistleblower's Protection Act, 21 V.S.A., Section 507.
- D. Employees and the Employer will be required to follow all the Employer's written policies and procedures affecting health and safety.
- E. The Employer shall continue to work with the Union to ensure that written policies, procedures and protocols affecting health and safety are reviewed with the Union, are readily available to employees and updates are brought to the attention of the employees in a timely fashion.
- F. The Employer shall maintain an updated policy on audiovisual capture or recording of patients and employees, which shall include, but will not be limited to, a response process to inappropriate audiovisual capture by patients and visitors. Department specific policies or guidelines regarding audiovisual recording may be more (but not less) restrictive than the Employer's policy.
- G. At regular meetings of the Labor-Management Committee, the Employer will collaborate with employees on, among other issues, enhanced security presence, screening of patients for weapons, maintaining a safe weapons removal and storage procedure, and the personal protective equipment and other safety devices made available to employees.
- H. Any provision of this Article may be a topic of discussion before the Labor-Management Committee, whenever requested by either party. The Union may also select two (2) bargaining unit employees to serve on the Employer's Workplace Violence Committee.
- I. The Employer shall maintain an updated policy on workplace violence prevention, establishing a goal of zero harm to all Employer patients, staff, and visitors and creating an environment where workplace violence is addressed with a culture of safety. The policy shall include, but will not be limited to, processes for responding to violent or threatening behavior, reporting and documenting, training, and event follow-up. Additionally, if a bargaining unit employee is a victim of or witness to a workplace violence incident, as defined by Employer policy, and the employee requests time off from work to recover from injuries caused by the violence, such requests shall not be unreasonable denied. Employees who take time off pursuant to this section will be placed on paid administrative leave for any missed scheduled hours on the day of the employee's

injury and, for any time off after the day of the injury, the employee may elect to take the time as scheduled CTO or excused unpaid time.

Article 42 – Planning for the Future

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

The Employer agrees to act lawfully under the obligations prescribed under the WARN Act. When the employer considers a plan with respect to any of the foregoing issues, the Employer shall inform the Union at least ninety (90) days prior to the implementation of the plan and offer to discuss promptly the potential impact on employees. Failure to complete discussions prior to implementation shall not prohibit the Employer from implementation. However, the Union shall have the right to negotiate all effects retroactive to the implementation.

Article 43 – Labor Management Committee

The Employer recognizes that, due to their specialized education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care, and that, therefore, procedures should be developed whereby the views and recommendations of both the Employer and the Union are heard.

Labor-Management Committee

To facilitate an ongoing collaborative relationship between the parties, the pre-existing Labor-Management Committee composed of RN, Technical staff, and Employer representatives will be expanded by up to three (3) representatives designated by the Union and up to three (3) representatives designated by the Employer, and the Committee's scope shall be expanded to include issues of mutual concern to the Employer and the support staff bargaining unit. Just as for the nurses and technical bargaining units, issues of mutual concern may include, but are not limited to, floating requirements, professional development, performance improvement, staffing, health and safety, and duties performed by support staff. The newly combined Labor Management Committee will meet within two (2) months of ratification of this Agreement.

All provisions applicable to the Labor-Management Committee for nurses and technical employees shall be extended to the support staff bargaining unit, including the following:

Representatives may designate an alternate for meetings they are unable to attend.

The Labor-Management Committee shall meet at least once per quarter, with the option to meet monthly if either party requests a monthly meeting. Unless otherwise mutually agreed, each meeting shall last no more than ninety (90) minutes and shall be considered work time.

The Union and the Employer shall each designate one co-chair of the committee. Items for the agenda for each meeting shall be prepared in advance and sent to the co-chairs of the committee, who will finalize the agenda and send it out to all members of the committee at least seven (7) days before the meeting. After the agenda is sent out, additional items may be added only with the agreement of both parties.

The Employer and the Union may mutually agree on a process to keep meeting minutes, and any minutes will be jointly approved and made available to both the Union and the Employer.

Joint Labor Relations Training

The parties acknowledge the potential value of providing joint labor relations training for managers and union stewards. The Labor Management Committee may organize and develop the content of such training and mutually agree on the timing of such training.

Article 44 – Clothing

- A. Subject to the requirements of the Employer's policies on appropriate workplace appearance, including the requirement that all guidelines on uniforms, safety apparel, or clothing must advance safety and infection control practices, the Employer acknowledges its commitment to creating a culture that is equitable, diverse and inclusive. Employees are encouraged to dress authentically to themselves while maintaining appropriate workplace appearance and ensuring safety. The Employer supports employees wearing clothing that affirms their gender identity and gender expression.
- B. If uniforms, including scrubs, are required for bargaining unit employees in any department, which includes apparel of distinctive design or color, and are not usable or suitable in other healthcare or business settings, the Employer will provide reasonable uniforms at no cost to the employee, including maternity scrubs. At the request of either party, issues related to uniform selection, including color options, size and fit, may be a topic of discussion before the Labor-Management Committee or with a department manager at any other time.
- C. If a bargaining unit employee is required to wear a uniform, including scrubs, and wishes to wear a uniform other than that provided by the Employer, they may request that their manager/supervisor approve of an alternative option. The requested alternative option will be approved if it complies with the Employer's policies on health and safety, infection control, and appropriate workplace appearance. If the alternative option is approved by the manager/supervisor, the uniform will be provided and paid for by the employee.

Article 45 – Maintenance of Standards

The Employer and the Union recognize that not all matters can be covered by this collective bargaining agreement and if any issues arise affecting the wages, hours, or working conditions of employees that is not covered by this agreement, the parties agree to meet and bargain over the

matter within ten (10) business days of notice to either party of the issue not covered and the party's intention to bargain over the matter.

Article 46 – Separability

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

In the event that any article or section of this Collective Bargaining Agreement is held invalid or the enforcement of or compliance with any article or section of the Agreement has been restrained under the above paragraph, upon mutual agreement of the parties to this Collective Bargaining Agreement, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 47 – Duration of Contract

This Agreement shall become effective when ratified by members of the Union and shall terminate at 12:01 a.m. on April 28, 2028. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least sixty (60) days after ratification, whichever is later.

Side Letters

Union Access Side Letter

The parties agree the Union may apply paid Union Time provided under this Agreement retroactively to cover hours spent by bargaining unit employees in bargaining sessions for this Agreement.

Orientation/Training Side Letter

The parties agree to review and discuss Employer's practices for preceptor support at Labor Management Committee meetings.

Staff Schedules Side Letter

Starting within six (6) months of ratification of this Agreement, and lasting at least six (6) months afterward, the Employer will create and post at Woodridge, on a trial basis on Maple Grove, one 8-hour LNA position scheduled for 6:30 a.m. to 3:00 p.m. and one 8-hour LNA position scheduled for 2:30 p.m. to 11:00 p.m. Both vacancies must be filled for the 8-hour shifts to be scheduled, and the days of work will be determined by the Employer. The Employer may discontinue these positions at its discretion if it has provided the employees in the positions with a minimum of twelve (12) weeks' notice.

Staffing Side Letter

The parties jointly acknowledge the short-staffing concerns raised by bargaining unit employees during negotiations for this Agreement. To address these concerns, the parties agree that within two (2) months of ratifying this Agreement, a pilot Woodridge/MedSurg working group will be established, including up to two (2) Woodridge LNAs, (2) MedSurg LNAs, and four (4) Employer representatives, to work in good faith towards establishing new initiatives to address LNA short-staffing concerns. Through this working group, either party may present proposals on, among other initiatives, establishing a short-staffing differential for LNAs in the Woodridge and MedSurg cost centers. The working group will meet on mutually agreeable dates and times, and will end upon mutual agreement of the parties or no later than the end of calendar year 2025. The parties further agree either party may present any initiatives agreed to by the Woodridge/MedSurg working group to the parties' Staffing Committee to consider more broadly applying the initiatives to other bargaining unit employees.

"Auto 8" Side Letter

On the date this Agreement is ratified, any bargaining unit employee currently on the "CVMC Auto 8" compensation plan for working 72 or more night shift hours per pay period will remain on this compensation plan, including if they accept a position in the nursing or technical bargaining unit, as long as the employee maintains a schedule where they work at least 72 night shift hours per pay period. The hourly night shift differential for any employee on the "CVMC

Auto 8” compensation plan will be four dollars and twenty-five cents (\$4.25), rather than the amount set forth in Article 23(B).

Per Diem Side Letter

As long as the following per diem employees continuously remain in their current per diem position, they will receive additional compensation allowances necessary to ensure their per diem differentials equal the legacy amounts reflected below:

Worker Name	Job Profile	Proposed Pay Grade	Legacy Per Diem
Sunmi Winters	CVMC 6120 – Environmental Technician	1	\$3.50
Amy Rowell	CVMC 6120 – Environmental Technician	1	\$3.50
Julie Merrill	CVMC 6175 – CVMC Food Service Worker II	1	\$3.75
David Christiansen	CVMC 6121 – Driver	1	\$4.00
Kristin Locke	CVMC 4233 – Rehab Support Specialist	2	\$3.75
Sharon Vanarsdale	CVMC 6263 – Internal Transportation Technician	2	\$3.75
Deanna Patsouris	CVMC 6105 – Phlebotomist/Admin Assistant	2	\$3.75
Joyce Wade	CVMC 4233 – Rehab Support Specialist	2	\$3.75
Jane Alexander	CVMC 5081 – Scheduling Specialist II	2	\$3.75
Lynn Mayo	CVMC 5081 – Scheduling Specialist II	2	\$3.75
Stefanie Pinard	CVMC 4259 – CVMC Nutrition Care Rep	2	\$4.00
Amber Poland	CVMC 6002 – LNA II	3	\$4.00
Holly Newman	CVMC 4099 – CVMC Mental Health Technician	3	\$4.00
Brenda Collins	CVMC 5065 – CVMC Administrative Assistant	3	\$4.25
Lisa Flinn	CVMC 3526 – Surgical Scheduler	3	\$4.25
Lisa Flinn	CVMC 5065 – CVMC Administrative Assistant	3	\$4.25
Kristin Locke	CVMC 5270 – Patient Access Navigator	3	\$4.25

Charlene Laforest	CVMC 6156 – WDR Sous Chef	3	\$4.25
Leandra Blakely	CVMC 5994 – LNA II – WDR	4	\$4.25
Nikki Dunning	CVMC 4023 – CVMC Respiratory Para Professional	5	\$4.25

Discipline & Discharge Side Letters

The Employer agrees it will educate all managers of bargaining unit employees on Section F of Article 37.

The parties agree to review and discuss Employer’s practices related to eligibility for rehire at Labor Management Committee meetings.

Health and Safety Side Letter

The parties agree to review and discuss the subject of linen availability at Labor Management Committee meetings.

Urgent Pay, SIP, and Unscheduled Absences Side Letter

At the time of this Agreement’s ratification, if any cost center maintains a practice of voiding an urgent pay incentive on a one-to-one hourly basis for unscheduled absences in the same week as urgent pay, this practice shall continue in that cost center for both urgent pay and SIP.

APPENDIX A - FY 2026-2028 Wage Scales
(next page)

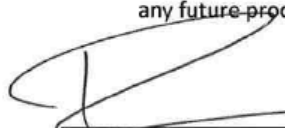
APPENDIX B – Side Letter – Financial Navigator I and II

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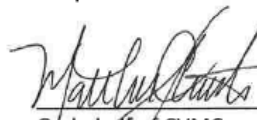
Side Letter – Financial Navigator I and II

The Central Vermont Medical Center (CVMC) positions of Financial Navigator I and II are part of the University of Vermont Health Network (UVMHN) shared service model for Patient Access, and CVMC and Central Vermont Healthcare United (CVHU or the Union) agree to the following provisions for these positions:

- A. CVMC agrees employees in the positions of Financial Navigator I and II will be included in the support staff bargaining unit.
- B. The parties agree the support staff bargaining unit, including the positions of Financial Navigator I and II, is a conforming unit of nonprofessional employees, as that term is defined under applicable law.
- C. CVMC maintains the right to assign and re-assign all bargaining unit employees in Patient Access, including the positions of Financial Navigator I and II, to work on a Patient Access shared service team anywhere within UVMHN.
- D. Non-CVMC employees may perform the same work as Patient Access employees at CVMC, and the Union waives any objection to non-CVMC employees performing such work at CVMC. The Union agrees the performance of such work by non-CVMC employees shall not be used as a reason to include such positions in any bargaining unit.
- E. The parties separately acknowledge there are Senior Patient Access Navigators at CVMC currently performing the functions of a non-union Prior Authorization Navigator. The Union agrees CVMC may, with at least thirty (30) days' notice, move these Senior Patient Access Navigators into the role of Prior Authorization Navigator, as long as the transfer does not result in any employee realizing a decrease in pay.
- F. The terms of this Agreement will be incorporated in any collective bargaining agreement between the parties.
- G. This agreement is non-precedent setting and may not be referred to or relied upon in any future proceeding, except to enforce the express terms of the Agreement.


On behalf of the Union ASS m b p

10/30/24
Date


On behalf of CVMC VP Pt. Care Svc/CNO

10/30/2024
Date