

Agreement between

CENTRAL VERMONT MEDICAL CENTER

And

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

**NURSING BARGAINING UNIT
TECHNICAL BARGAINING UNIT**

April 26th, 2024 to May 15, 2027

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Article 1 – Preamble

This Agreement is made and entered into as of April 26, 2024 by and between Central Vermont Medical Center (the “Employer”) and Central Vermont Healthcare United, AFT Vermont, AFL-CIO Local 5224 (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 the following units:

1. All full-time, regular part-time, and per diem registered nurses employed by the Employer, in the positions at the time of the agreement (listed in Appendix A), who work at the Employer’s facilities in and around Berlin, Vermont, as defined below, and working remotely. These employees constitute the nurses bargaining unit.

The nurses bargaining unit excludes APRNs, ANC Leads, ANCs, Clinical Nurse Coordinators, Care Coordinator II, Clinical Practice Managers, Clinical Practice Manager LPNs, Consulting Temp Nurse Directors—NE, Consulting Temp Nurse Leaders, Director Nursing Education & Workforce Development, Director Clinical Nursing Services — WDR, Employee Health Nurses, Employee Health Nurse Leads, Infection Prevention RNs, IV Team Leads, MDS Managers, Nurse Auditors, Nurse Directors, Nurse Managers, Utilization Review Nurses, Network CDIS Educator Ambulatory, Cardiac Rehab Operations Supervisor, Quality Improvement Consultants, Lead Care Coordinators, Network EPIC Clin App Analysis Senior RNs, Clinical Doc Improvement Specialist — RN - NE, MDS Coordinator — NE, non-professional employees, physicians, all other professional employees, business office clerical employees, skilled maintenance employees, managerial employees, confidential employees, guards, and supervisors as defined in the Act.

2. All full-time, regular part-time, and per diem technical employees of the Employer in the positions listed at the time of the agreement (listed in Appendix B), who work in the Employer’s facilities around Berlin, Vermont, as defined below, and working remotely. These employees constitute the technical bargaining unit.

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

B. Work locations will be defined as follows:

1. Hospital – the Employer’s main campus at 130 Fisher Road, Berlin, excluding any medical group practices.
2. Woodridge – Woodridge Rehabilitation and Nursing at 142 Woodridge Drive, Berlin
3. Practices – all of the following medical group practices:

Cardiology	130 Fisher Road	Berlin
Dermatology	130 Fisher Road	Berlin
Endocrinology	130 Fisher Road	Berlin
Hematology & Oncology	130 Fisher Road	Berlin
Infectious Disease	130 Fisher Road	Berlin
Neurology	130 Fisher Road	Berlin
Pulmonology	130 Fisher Road	Berlin
Rheumatology	130 Fisher Road	Berlin
Urology	130 Fisher Road	Berlin
Women's Health	130 Fisher Road	Berlin
Family Medicine - Waterbury	130 South Main Street	Waterbury
Orthopedics Center	76 McNeil Road, Suite 2	Waterbury
Orthopedics & Sports Medicine	76 McNeil Road, Suite 2	Waterbury
Orthopedics & Podiatry	76 McNeil Road, Suite 2	Waterbury
Occupational Medicine	76 McNeil Road, Suite 2	Waterbury
Express Care	1311 Barre-Montpelier Road	Berlin
Orthopedics & Sports Medicine	1311 Barre-Montpelier Road	Berlin
Orthopedics & Podiatry	1311 Barre-Montpelier Road	Berlin
Orthopedics & Spine Medicine	1311 Barre-Montpelier Road	Berlin
Integrative Family Medicine - Montpelier	156 Main Street	Montpelier
Adult Primary Care - Barre	225 South Main Street	Barre
Adult Primary Care Hem/Onc – Berlin	246 Granger Road	Berlin
Family Medicine - Berlin	246 Granger Road	Berlin
Occupational Medicine	244 Granger Road	Berlin
Pediatrics Primary Care - Berlin	246 Granger Road	Berlin
Family Psychiatry	82 East View Lane	Berlin

Family Medicine - Mad River	859 Old County Road	Waitsfield
Green Mountain Family	87 Paine Mountain Drive	Northfield
Norwich University Health Services	63 Crescent Avenue	Northfield

- C. References to the Union throughout this Agreement refer only to the bargaining units 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.

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 Union can install one reasonably sized bulletin board (or other type of space) per physical location where employees work. In addition, there will be a locked bulletin board outside the cafeteria at the Hospital and at Woodridge. Such bulletin boards will be located in an employee break room area, or in a location to be mutually determined by the Union and the Employer. Any locked bulletin board will at all times carry a label clearly identifying them as Union space for use and disclaiming any Employer responsibility for any matter posted on them. No notices or other materials 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.
- 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, such as investigation of grievances, training for grievance representation, collective bargaining, and Weingarten representation, in the following amounts:

Ratification through FY25:	200 hours
FY26:	200 hours
FY27:	400 hours

Up to 100 unused hours in any fiscal year will be added to the total of the next fiscal year. 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 three officers to reduce their hours, and such requests will not be unreasonably denied. The Employer will restore the officials 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. **Request to go per diem.** Any committed hours employee, who requests to become a per diem in the unit that they are currently employed in may do so and shall not be unreasonably denied, so long as there is a vacancy (or, in Express Care or Primary Care Clinics if the cost center does not have at least 1 per diem per 5 bargaining unit FTEs) and the provisions of Article 12 are followed.
- B. **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.
- C. **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, 2024. Within one month 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, 2024), 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 changes 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.

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 patient procedures or equipment, all affected employees shall be provided appropriate training prior to the introduction of the new patient 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 during their orientation period; (ii) traveler staff; and (iii) senior practicum nursing students. 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.
2. The Employer will work toward each unit/clinic/department and/or cost center that provides direct patient care, CSR, and Pharmacy, having at least one trained preceptor, and at least two trained Preceptors if their cost center has 10 or more FTES.
3. 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.
4. 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 traveler.

- C. **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, including provisions for orienting traveler staff, new employees and experienced employees. The orientation plan may have an additional training plan for new graduates.

- D. **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.
- E. **Protection from independent work.**
 - 1. Employees undergoing their orientation/training plan shall not be given a full patient assignment, or expected to work fully independently (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 will not be counted in a staffing plan.
- F. **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.
- G. **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 for scheduled time from their manager, bargaining unit employees may complete mandatories 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 (nurse or tech), 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
Any Benefit Article		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 may include:

- 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.

Nothing in this Section would preclude a unit from working together 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. Such 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.

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 supervisors, traveler employees, and/or other non-bargaining unit employees to perform bargaining unit work in such a manner that results in layoffs of bargaining unit employees or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.
- B. The Employer maintains the right to assign and re-assign bargaining unit employees in the position of IS Technician II to work on an IT shared service team anywhere within the University of Vermont Health Network. Non-Employer IT employees may perform work at the Employer, including work performed by the IS Technician II, as long as such work does not result in the elimination of bargaining unit positions, or permanently replaces or reduces the hours of bargaining unit IT employees. The Union waives any objection to non-Employer IT employees performing such work at the Employer. The Union agrees that the performance of such work by non-Employer IT employees shall not be used as a reason to include such positions in this bargaining unit.
- C. **Job Functions.** The Employer and the Union recognize the value of the work done by the employees covered by this contract. The parties also recognize the need for all employees to work collaboratively to deliver the highest quality, cost-effective patient care and service excellence. Therefore, the Employer shall strive to provide sufficient support staff such that 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, unless required for the Employer's patient or operational needs, in which case, that work will be performed on an as-needed basis.

Article 15 – Work Preference

Preference for available bargaining unit work shall be given to bargaining unit employees over traveler staff. Bargaining unit work shall not include preference for individual patient assignments. Traveler staff may be utilized for:

- A. covering a leave of absence;

- B. posted, unfilled vacancies;
- C. until a new staff member has completed unit orientation;
- D. unanticipated staffing or patient demand fluctuations on a temporary basis ; or
- E. performing work requiring skills or expertise not available from current employees, as long as the Employer makes a good faith effort to offer training in those skills or expertise to current qualified employees.

Traveler 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 an traveler staff for any of the above criteria, the Employer will offer the temporary assignment to any qualified per diem or part time employee pursuant to Article 23.

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.

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.
2. Breaks/rest periods may be combined with meal periods or other breaks/rest periods with supervisor/manager approval.
3. 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.
4. 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.

5. 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.
6. 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 an eight (8) hour time lapse between shifts. Less than an eight (8) 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. 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.
4. 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 positions wherever possible.
2. Schedules will be posted at least four (4) 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.

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 twelve 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 traveler 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 shift rotation between night and day shift.
2. Prior to any shift 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 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 until the least senior employee is qualified. 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 requirement 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; Friday and Saturday or Sunday for 10 and 12-hour shift night staff; and Friday and Saturday, or Saturday and Sunday for 8-hour shift night staff. The weekend work requirement may also be satisfied by working one (1) weekend shift every weekend.
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 per diem 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. Outpatient/Clinic Scheduling Practices. Employees in outpatient practice sites will work collaboratively with APRNs, physician leaders, practice supervisors and directors to create work schedules in those areas.

L. 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.

M. Request to decrease the number of committed hours. A bargaining unit employee's request to decrease their FTE (regularly scheduled hours) shall be submitted in writing to their manager for approval. The manager will respond to the employee's request within 14 calendar days, and the request will not be unreasonably denied. If a decrease in FTE

status is approved, the employee may be required to work their regularly scheduled hours until a replacement has been found. The Employer will make reasonable efforts to find a replacement as soon as possible, but no longer than 60 days.

- N. **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.
- O. **Alternate Schedules.** Employees may request to work 4-12 hour shifts, subject to manager approval, which 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, 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 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 one month 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. 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, they may use more than two (2) weeks of CTO time during their absence period. Requests for more than two weeks of their authorized hours in June, July, and August in outpatient areas are subject to manager/supervisor approval.
- 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.
- I. The provisions in this Article will not apply to employees in the position of IS Tech II.

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 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.

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 the time of the posting of the schedule in any department. 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. 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 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.
 2. **Department Staffing Councils or Committees.** If the Employer and the Union agree that it would be beneficial for a department or cost center to have a staffing council or committee to address these issues, the Employer and the Union will meet to set up the parameters for such a council or committee. Staffing councils or committees that exist in any department or cost center at the time of ratifying this Agreement shall continue.
 3. **Employer-Wide Staffing Committee.** An Employer-wide Staffing Committee will be established. The membership shall comprise of up to four (4) bargaining unit employees chosen by the Union and up to four (4) management representatives chosen by the Employer. The Committee will serve as an advisory resource to any

department- or cost center-based staffing councils or committees by providing research and data from national nursing and technical specialty organizations as well as findings from national nursing and technical research regarding nurse and technical staffing and patient outcomes. The Staffing Committee may meet up to ten (10) times per year. The topics for agenda and discussions may include, but are not limited to:

- i. Review of any written staffing plans and grids.
- ii. Review / dissemination of current staffing research, best practices and benchmarks.
- iii. Review of staffing effectiveness for each cost center including but not limited to actual vs. budgeted average daily census, budgeted versus actual staffing levels, acuity (Case Mix Index/Severity of Illness), comparison to current benchmarks and nursing sensitive outcomes.
- iv. Other staffing issues brought forward by either party.
- v. Review of written policies, procedures and protocols affecting staffing.
- vi. Development of a process for analysis/trending of safety concerns related to staffing.
- vii. Review of "Concern Form" reports and development of action plan for issues identified.
- viii. Regular review of the actual unit of service measurement for each unit.

The Staffing Committee will make recommendations to the Labor-Management Committee, as it deems necessary. Unless otherwise mutually agreed, each Staffing Committee meeting shall last no more than ninety (90) minutes and shall be considered work time.

- B. 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 VSA § 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. Traveler 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 traveler 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. Traveler 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. Employees who are canceled have the option of using CTO time, or taking time off without pay.

Mandated time off will not affect benefit status. Prior to canceling any volunteers per this subsection, the supervisor/manager will offer volunteers 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. **Traveler Staff Reassigned.** Traveler staff will be reassigned if a need has been identified (and the staff has the necessary skill and ability, and their contract doesn't prohibit floating).
3. **Traveler 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. **Traveler Staff.** Traveler 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 approved unpaid time.
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 approved unpaid time for the time missed.
6. Each Site will have a protocol for an emergency closure available to employees.

Article 21 – Floating

A. Except as provided below, bargaining unit employees may be required to float to cost centers where they have the necessary qualifications, skill, and ability. For purposes of this Agreement, “floating” means a reassignment to a cost center, other than their home cost center, and patient population other than the primary patient population cared for on a bargaining unit employee’s home unit, where the bargaining unit employee takes a full patient assignment as established in the cost center they are floated to. This Article shall not apply to bargaining unit employees whose normal job duties involve assignments in multiple cost centers. Bargaining unit employees who have patient care responsibilities shall be required to take on patient assignments only if they have been fully oriented to the cost center. For purposes of this Article, “fully oriented” means that the employee is working within their documented competencies. If they are not fully oriented, they may still be required to participate as “helping hands,” meaning they have not taken a full patient assignment but are still assisting with patient care in the cost center they are floated to.

B. Floating Parameters

1. Bargaining unit employees with a home cost center at the Hospital will not be required to float to Woodridge or to the medical group practices.
2. Bargaining unit employees with a home cost center at Woodridge will not be required to float to the Hospital or to the medical group practices.
3. Bargaining unit employees with a home cost center in a medical group practice will not be required to float to the Hospital or to Woodridge.

The Hospital is defined as the Employer’s main campus, excluding any medical group practices.

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

- C. When there is a need for floating, the Employer shall utilize the following priority:
 - 1. Volunteers;
 - 2. Traveler/Agency 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).
- D. A floated bargaining unit employee 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.
- E. For an employee who floats to a cost center at a location that is different from the location of their home cost center, the employee will be paid for travel time and receive mileage reimbursement that exceeds their normal commute time and travel distance. A bargaining unit employee who floats between work locations during the workday will be paid for any travel time and receive mileage reimbursement.
- F. This Article does not apply to bargaining unit employees from Information Technology and the Employer's Resource Pools. An employee from the Float Pool or Information Technology who changes locations mid-shift will be paid travel time and mileage.
- G. See Article 23 "Differentials" for Float Differential.

Article 22 – Wages

- A. Initial Step Placement and Step Correction
 - 1. Unless otherwise stated in this Agreement, all economic items and the 23-step wage table incorporated into this agreement as Appendix C 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 forty (40) business days after ratification. When the wage table goes into effect, each bargaining unit employee shall be placed on the wage step associated with their years of experience, as calculated by the Employer at the time of ratification. If an employee's initial step placement under this Section would decrease the employee's current rate of pay, the employee will be placed on the step that is closest to, but not less than, their current rate. If a bargaining unit employee's current 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 current 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. After the initial step placement set forth in subsection (1), all bargaining unit employees initially placed below Step 23 will receive another step increase.
3. After the steps outlined in subsections (1) and (2), all bargaining unit employees who received a total initial wage increase less than 3% will either be eligible for another step increase or, if the employee is at Step 23, they will receive a lump sum bonus equal to three percent (3%) of the employee's total compensation for the twelve (12) months prior to ratification.
4. 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 employee shall be placed on the correct step. The Union agrees it is responsible for initiating the step correction process by, within two (2) months after ratification of this agreement, providing the Employer a full 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 that is 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, an additional correction up to four (4) steps shall be made effective with the first full payroll period in calendar year 2025, and any additional correction shall be made effective with the first full payroll period in calendar year 2026. 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 FY2025, all bargaining unit employees shall receive a 2.5% wage increase and eligibility for a step increase of 2%.
2. Effective with the first full payroll period in FY2026, all bargaining unit employees shall receive a 2.5% wage increase and eligibility for a step increase of 2%.
3. Effective with the first full payroll period in FY2027, all bargaining unit employees shall receive a 2.5% 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 (Step 1 = < 1 year experience, Step 2 = 1 year experience, Step 3 = 2 years, etc.).
- 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

Hourly bargaining unit employees may be eligible to receive the following differential pay in addition to their base rate:

- A. **Evenings.** Employees will be paid an hourly differential of three dollars (\$3.00) 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.
- B. **Nights.** Employees will be paid an hourly differential of six dollars and fifty cents (\$6.50) 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.

- C. **Weekends.** Employees will be paid an hourly differential of three dollars and fifty cents (\$3.50) for all worked hours between the beginning of the night shift (11:00 p.m.) on Friday and 11:59 p.m. on Sunday.
- D. **Per Diem.** When working in a per diem status, bargaining unit employees will receive a per diem differential in addition to any other applicable differentials set forth in this Article. Per diem employees in the nursing bargaining unit, Respiratory Therapists, and Imaging Technologists will receive an hourly differential of seven dollars (\$7.00). ED Technician IIIs and LPNs will receive an hourly differential of four dollars and twenty

cents (\$4.20). All other per diem technical bargaining unit employees will receive an hourly differential of three dollars and fifty cents (\$3.50).

- E. **Charge/Lead.** Bargaining unit nurses will be paid an hourly differential of three dollars (\$3.00) for all hours worked in a charge role and bargaining unit employees will be paid an hourly differential of one dollar (\$1.00) for all hours worked in a lead role. To receive the charge or lead differential, a bargaining unit employee must be expressly assigned by their manager to temporarily assume a charge or lead role. A charge nurse pulled to a floor assignment will retain their differential. If the parties bargain for a clinical ladder program for nurses, either party may propose that the charge differential be modified through this program.
- F. **Resource.** All bargaining unit employees in Nurse Resources and the MGP Float Pool will be paid an hourly differential of six dollars (\$6.00) if in the nurses bargaining unit and three dollars and fifty cents (\$3.50) if in the technical bargaining unit.
- G. **Floating.** All bargaining unit employees who float pursuant to the Article on Floating will be paid an hourly differential of five dollars (\$5.00). Employees receiving a Resource differential are not eligible for an additional Floating differential.
- H. **Respiratory Therapist and RN Transport.** Bargaining unit nurses and Respiratory Therapists will be paid a transport differential equal to 100% of the employee's base hourly rate of pay when they accompany a patient on an external transport to or from the Employer. This rate is in effect starting when the transport leaves and ending when it returns.
- I. **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 \$600 per pay period for employees in the nursing bargaining unit, Respiratory Therapists, and Imaging Technologists, and \$350 per pay period for all other technical bargaining unit employees. 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.
- J. **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) for all hours worked as an assigned preceptor for: (1) new bargaining unit

employees during their orientation period; (2) traveler staff; and (3) senior practicum nursing students. 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.

- K. **Forensic Nurse Exams.** Trained and certified forensic nurses shall receive a \$500 stipend for each forensic nurse exam, in addition to their applicable rate of pay.
- L. **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 of one and one half (1-1/2) times the employee's base hourly rate for all hours worked past their scheduled shift.

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; or within sixty (60) minutes for Radiology, ACU/Endoscopy, IPP & WACU, forensic nurses, and CSR.

Except in the event of emergent circumstances, an IS Tech II employee shall not be required to be on-call for more than 266 hours per month.

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. Employees scheduled for on-call shifts in the Women & Children's Unit will receive additional compensation of \$150 if called in to work during a 12-hour on call shift (prorated for a shift less than 12 hours).
3. Preference for on-call shifts will be given to employees over traveler staff.
4. 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. On-Call Plus: In Surgical Services, Ambulatory Care, Endoscopy, CSR, and WACU, if an employee scheduled to be on-call cancels their on-call shift less than two (2) weeks in advance, the Employer may post the open on-call shift for On-Call Plus pay. These shifts are awarded on a first come-first serve basis, except that the Employer shall make a good faith effort to provide technical bargaining unit employees the first opportunity to sign-up for these shifts in Surgical Services. For all hours on an On-Call Plus shift,

including both non-working and worked hours, bargaining unit nurses and LPNs will receive an hourly stipend of ten dollars and fifty cents (\$10.50) and all other technical bargaining unit employees will receive an hourly stipend of five dollars and fifty cents (\$5.50). On-Call Plus pay shall be paid in addition to the On-Call Stipend set forth in Section B. For all worked hours, employees will also receive the Call-In Premium set forth in Section C.

E. 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.

F. Paid Day Off for On-Call in Operating Room

1. Eligibility. All full-time employees in the Operating Room scheduled for 72 hours and above who are required to participate in an on-call rotation.
2. Paid Day Off. In a two-week period, eligible employees who work a minimum of 72 hours or above and who are on-call for at least 40 hours on a weekend will be eligible for a paid day off the following week.

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 regular hourly rate for all hours worked during the holiday (“Holiday Differential”). The Holiday Differential is paid for hours worked between 12:00 a.m. and 11:59 p.m. on the day of the holiday.

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 interment 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.

- 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. **Continuing Education Budget.** For each of FY25, FY26 and FY27, the Employer will budget, respectively, \$70,000, \$75,000, and \$80,000 to cover the cost of conferences and training. Any unused dollars will not roll-over to the next year. In addition, the Employer will budget 300 conference days for FY25, 325 for FY26, and 350 for FY27 of eight (8) hours to cover the cost of conferences and training reasonably related to the employee's area of practice. Conference attendance must be approved by a bargaining unit employee's supervisor.
- B. **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.
- C. **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.
- D. **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.

- E. RN to BSN Program.** As long as the Employer maintains a RN to BSN program with an institution of higher education, the following criteria shall apply:
1. RNs must be employed full-time at the Employer for a minimum of six (6) months prior to starting the program and must be currently working at least 72 scheduled hours per pay period when the program begins.
 2. Part-time employees may participate in the program at the Employer's discretion.
 3. The Employer will cover all tuition costs for participating employees, excluding the costs of fees, books, and other related expenses. Covered costs for participating part-time employees may be prorated.
 4. Employees interested in participating in the program shall submit an application to a representative designated by the Employer and the Employer shall confirm the employee's eligibility. The Employer shall notify the institution of higher education hosting the program of an employee's eligibility. Eligible employees shall then apply directly to the program and, if accepted, the employee shall provide a representative designated by the Employer with proof of acceptance.
- F. 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 have the option to purchase STD insurance paid for by the Employer and the bargaining unit employee at rates established 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

*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 beginning July 1, 2024 at a rate no higher than that set by the State of Vermont at the time this Agreement was ratified.

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.

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. Once per calendar year, for the first ten days of an employee's annual reserve commitment, the employee will be provided a pay differential (including shift differentials for missed shifts) if the pay for scheduled shifts missed by the employee during the ten-day period would have exceeded the service pay. 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 ten 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 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 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.

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, and workplace safety training to all employees who request it. An employee who requests to be de-escalation or BLS trained 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 one (1) employee from the nurses bargaining unit and one (1) employee from the technical bargaining unit to serve on the Employer's Workplace Violence Committee.

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

A joint Labor-Management Committee shall meet and confer on issues of mutual concern and to facilitate an ongoing collaborative relationship between the parties. These issues shall include, but are not limited to, floating requirements, professional development, performance improvement, staffing, health and safety, and duties performed by support staff. It shall comprise up to six (6) representatives designated by the Union, and up to six (6) management representatives designated by the Employer. Representatives may designate an alternate for meetings they are unable to attend.

They 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. A department purchasing new uniforms will notify the Union in advance of entering into any purchasing agreement. Prior to entering into the purchasing agreement, at the request of the Union, management and the Union representatives from that department will meet and confer on issues related to uniform selection, including, among other issues, uniform color options, and size and fit.
- 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 must comply with the Employer’s policies on health and safety, infection control, and appropriate workplace appearance, and, if approved by the manager/supervisor, the uniform will be provided and paid for by the employee. Requests for alternative options that comply with the requirements of this Article will not be unreasonably denied.

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 May 15th, 2027. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least seven days after ratification, whichever is later.

Side Letters

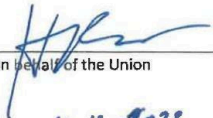
Side Letter IS Tech IIs


In accordance with the Stipulation of Agreement between the Employer and the Union, the following is incorporated into this Agreement:

Stipulation of Agreement

This Stipulation of Agreement is between Central Vermont Medical Center ("CVMC") and AFT Vermont (the "Union"), and is for the purpose of resolving a dispute over the technical bargaining unit at CVMC including employees in the position of IS Technician II.

1. CVMC agrees employees in the position of IS Technician II will be included in the technical bargaining unit.
2. The University of Vermont Health Network ("UVMHN") relies on a shared service model for Information Services ("IS") where IS employees are able to support all of UVMHN's partners and may work on teams that consist of employees from different partners. The Union agrees CVMC maintains the right to assign bargaining unit employees in the position of IS Technician II to work on an IS shared service team, and the right in its discretion to reconstitute teams or reassign team members, including those represented by the technical bargaining unit.
3. The Union acknowledges bargaining unit employees in the position of IS Technician II may continue to be assigned to work on projects at other UVMHN partners as part of a shared service model and the Union waives any objection to these assignments.
4. The Union further acknowledges that as part of a shared service model, non-CVMC IS employees may perform work at CVMC and the Union waives any objection to non-CVMC IS employees performing work at CVMC.
5. The Union will not assert that this Agreement or the IS shared service model expands the technical bargaining unit or the jurisdiction of any collective bargaining agreement between CVMC and the technical bargaining unit.
6. The parties agree the technical bargaining unit, including the position of IS Technician II, is a conforming unit of technical employees, as that term is defined under applicable law.
7. The terms of this Agreement will be incorporated in any collective bargaining agreement between CVMC and the technical bargaining unit. Neither party waives any other right not expressly covered by this Agreement and, except as set forth in this Agreement, the parties retain the opportunity to bargain over the terms and conditions of employment for employees in the position of IS Technician II.
8. This Agreement is non-precedent setting, including with respect to whether other IS employees share a community of interest with the technical bargaining unit. This Agreement may not be referred to or relied upon in any future proceeding, except to enforce the express terms of the Agreement.
9. This Agreement constitutes the complete agreement between the parties regarding the subject matter and supersedes any and all prior understandings.


On behalf of the Union
Date 10-16-2023


On behalf of CVMC
Date 10-16-2023

Extended Sick Bank Side Letter

Any employee who qualifies for the extended sick bank at the time of the ratification of this agreement will continue to qualify under the current terms and conditions.

Union Bank of Hours Side Letter

The Employer will provide up to a combined total of 300 hours of union time, paid retroactively at the employee's base pay rate (not including other payments such as differentials), for time spent related to collective bargaining and negotiating the first contract between the Union and the Employer for the nursing and technical employee bargaining units. In addition to the 300 hours, Union bargaining team representatives who were scheduled to work on April 18th and/or 19th, 2024 will be provided additional paid union time as if they had worked their schedule on that day. All requests for union time must be submitted by the Union to a representative designated by the Employer. The Union shall submit any request for an employee to receive retroactive payment of union time within fifteen (15) days following ratification of this Agreement and payment shall be made in the first full pay period following the Union's request.

If the Union requests union time to be retroactively applied for a bargaining unit employee who used CTO to attend a bargaining session, the CTO will be credited back to the employee in an amount equal to any requested union time. Employees eligible for retroactive payment of union time must be listed bargaining team members and in employment with the Employer on the date of payment. Union time is not considered work time for any purpose and the time will not be included in an employee's regular rate for the purpose of calculating overtime.

Clinical Ladder Program for Bargaining Unit RNs Side Letter

The Employer acknowledges that during negotiations for this Agreement, the Union submitted a proposal to establish a new clinical ladder program for bargaining unit RNs. The Employer further acknowledges career ladders are among a number of options to properly recognize and reward bargaining unit employees, including RNs, for excellence in their practice and contributions to the Employer's mission of care to its patients and community.

Within three (3) months after ratification of this Agreement, the Employer shall provide the Union a counterproposal to its proposal on a new clinical ladder program for bargaining unit RNs. Subsequent to the Employer providing this counterproposal, the parties will meet at mutually agreeable times to continue negotiations on this career ladder. The parties agree to act in good faith towards reaching an agreement on this career ladder within six (6) months following their first meeting.

Pharmacy Staffing and Career Ladder Side Letter

The Union agrees that the Employer may replace the work that has been done by bargaining unit Medication Reconciliation RNs with pharmacists. The Employer agrees this shall not result in a layoff or reduction in hours for any Medication Reconciliation RN employed by the Employer as of the date of this Agreement. The Employer further agrees this Agreement does not preclude Pharmacy Techs from doing Med Reconciliation if they're properly trained and permitted by the relevant regulatory body. The parties agree that this does not set precedent for any other loss of bargaining unit work to a non-bargaining unit employee.

Additionally, within three (3) months after entering into this Agreement, the parties agree they will begin to meet at mutually agreeable times to bargain a career ladder for all technical bargaining unit employees in the Pharmacy cost center. The parties agree to act in good faith towards reaching an agreement on a career ladder for this group of employees within three (3) months following their first meeting.

Summer Bonus Side Letter

Following ratification of this Agreement, the Labor-Management Committee shall act in good faith towards creating a Summer Bonus program to take effect in FY25 for cost centers with a demonstrated need for additional staff during the period of June 1 through September 15 each year.

Urgent Pay 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.

Side Letter Agreement on "Auto 8"

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, 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).

Side Letter Agreement on Per Diem

Any bargaining unit per diem employee earning a base hourly rate of at least \$46.50 prior to the ratification of this Agreement will receive an hourly per diem differential of eight dollars (\$8.00), as long as the employee is continuously employed as a per diem. The parties will further agree

on a list of five (5) per diem LPNs employed at time of ratifying this Agreement who will receive per diem differentials higher than that applicable to other technical bargaining unit employees, as set forth in the agreed-to list of LPNs, as long as these employees are continuously employed as a per diem.

Appendices

APPENDIX A – Nurses Bargaining Unit Classifications List

IV Access Nurse, RN Lead Office/Lead Norwich RN, Oncology Office RN, RN Stroke Program Coordinator, Radiation Oncology RN, RN Diabetes Educator Certified, Central Nurse Educator, Nurse Educator, Nurse Educator – Programs, Wound Care RN, RN, Norwich RN, Office RN, Cardiology Stress Lab RN II, Lactation Consultant, MAT RN (Spoke), Medication Reconciliation RN, Oncology Infusion RN, VMNG RN Case Manager, Clinical Coordinator II

APPENDIX B – Technical Bargaining Unit Classifications List

7On-7Off Certified CT Technologist, 7On-7Off Radiologic Technologist, Cardiovascular Technician, Certified CT Technologist, Certified Nuclear Technologist, Certified Occupational Therapy Assistant, Certified Occupational Therapy Assistant Leads, Certified Sonographer I, II & Senior, CSR Technician, Echocardiographer, ED Technician I, II, & III, EEG Technician, IS Tech II, Licensed Physical Therapy Assistant, Licensed Practice Nurse (LPN), LPN/Ws, Mammography Technologist, MRI Technologist, MRI Technologist Apprentice, Office LPN, Pharmacy Operations Business Analyst, Pharmacy Sterile Compounding Lead, Pharmacy Tech II, III & IV, Radiologic Technologist, Registered Respiratory Therapist I, II & III, Sonographer Associate, Certified Surgical Technologist, Surgical Technologist, Surgical Technologist In-Training, Surgical Technologist 1st Assist

APPENDIX C - FY 2025-2027 Wage Scales

(next page)

		FY26	\$40.42	\$41.21	\$42.01	\$42.85	\$43.70	\$44.58	\$45.47	\$46.38	\$47.31	\$48.26	\$49.22	\$50.20	\$51.21	\$52.23	\$53.28	\$54.35	\$55.44	\$56.56	\$57.69	\$58.85	\$60.03	\$61.23	\$62.45
		FY27	\$41.43	\$42.24	\$43.06	\$43.90	\$44.78	\$45.67	\$46.58	\$47.52	\$48.47	\$49.44	\$50.43	\$51.43	\$52.46	\$53.51	\$54.58	\$55.68	\$56.80	\$57.94	\$59.10	\$60.29	\$61.50	\$62.73	\$63.99
CVMC_4061	Certified Sonographer Senior	CVMC_T21	\$40.39	\$41.20	\$42.02	\$42.86	\$43.72	\$44.59	\$45.48	\$46.39	\$47.32	\$48.27	\$49.24	\$50.22	\$51.22	\$52.24	\$53.28	\$54.35	\$55.44	\$56.55	\$57.68	\$58.83	\$60.01	\$61.21	\$62.43
		FY25	\$41.40	\$42.21	\$43.05	\$43.91	\$44.79	\$45.69	\$46.60	\$47.53	\$48.48	\$49.45	\$50.44	\$51.46	\$52.48	\$53.52	\$54.59	\$55.68	\$56.80	\$57.93	\$59.09	\$60.28	\$61.48	\$62.71	\$63.96
		FY26	\$42.43	\$43.26	\$44.11	\$44.99	\$45.89	\$46.80	\$47.74	\$48.69	\$49.67	\$50.66	\$51.67	\$52.71	\$53.77	\$54.84	\$55.93	\$57.05	\$58.18	\$59.35	\$60.54	\$61.75	\$62.99	\$64.24	\$65.53
		FY27	\$43.50	\$44.34	\$45.21	\$46.09	\$47.02	\$47.95	\$48.91	\$49.89	\$50.88	\$51.90	\$52.94	\$54.00	\$55.08	\$56.19	\$57.31	\$58.45	\$59.61	\$60.80	\$62.02	\$63.27	\$64.53	\$65.82	\$67.13

		FY25	\$41.82	\$42.64	\$43.49	\$44.36	\$45.25	\$46.16	\$47.08	\$48.02	\$48.98	\$49.96	\$50.96	\$51.99	\$53.03	\$54.10	\$55.19	\$56.29	\$57.42	\$58.57	\$59.74	\$60.93	\$62.16	\$63.40	\$64.66
		FY26	\$42.87	\$43.70	\$44.55	\$45.45	\$46.36	\$47.28	\$48.23	\$49.20	\$50.18	\$51.18	\$52.21	\$53.26	\$54.33	\$55.42	\$56.53	\$57.67	\$58.83	\$60.01	\$61.21	\$62.43	\$63.68	\$64.95	\$66.25
		FY27	\$43.94	\$44.79	\$45.67	\$46.56	\$47.50	\$48.44	\$49.41	\$50.41	\$51.41	\$52.44	\$53.49	\$54.56	\$55.65	\$56.77	\$57.91	\$59.08	\$60.26	\$61.47	\$62.71	\$63.96	\$65.24	\$66.54	\$67.88
CVMC_3002	Nurse Educator	CVMC_N05	\$40.80	\$41.62	\$42.45	\$43.30	\$44.17	\$45.05	\$45.95	\$46.87	\$47.81	\$48.77	\$49.75	\$50.75	\$51.77	\$52.81	\$53.87	\$54.95	\$56.05	\$57.17	\$58.31	\$59.48	\$60.67	\$61.88	\$63.12
		FY25	\$41.82	\$42.64	\$43.49	\$44.36	\$45.25	\$46.16	\$47.08	\$48.02	\$48.98	\$49.96	\$50.96	\$51.99	\$53.03	\$54.10	\$55.19	\$56.29	\$57.42	\$58.57	\$59.74	\$60.93	\$62.16	\$63.40	\$64.66
		FY26	\$42.87	\$43.70	\$44.55	\$45.45	\$46.36	\$47.28	\$48.23	\$49.20	\$50.18	\$51.18	\$52.21	\$53.26	\$54.33	\$55.42	\$56.53	\$57.67	\$58.83	\$60.01	\$61.21	\$62.43	\$63.68	\$64.95	\$66.25
		FY27	\$43.94	\$44.79	\$45.67	\$46.56	\$47.50	\$48.44	\$49.41	\$50.41	\$51.41	\$52.44	\$53.49	\$54.56	\$55.65	\$56.77	\$57.91	\$59.08	\$60.26	\$61.47	\$62.71	\$63.96	\$65.24	\$66.54	\$67.88
CVMC_3005	Nurse Educator - Programs	CVMC_N05	\$40.80	\$41.62	\$42.45	\$43.30	\$44.17	\$45.05	\$45.95	\$46.87	\$47.81	\$48.77	\$49.75	\$50.75	\$51.77	\$52.81	\$53.87	\$54.95	\$56.05	\$57.17	\$58.31	\$59.48	\$60.67	\$61.88	\$63.12
		FY25	\$41.82	\$42.64	\$43.49	\$44.36	\$45.25	\$46.16	\$47.08	\$48.02	\$48.98	\$49.96	\$50.96	\$51.99	\$53.03	\$54.10	\$55.19	\$56.29	\$57.42	\$58.57	\$59.74	\$60.93	\$62.16	\$63.40	\$64.66
		FY26	\$42.87	\$43.70	\$44.55	\$45.45	\$46.36	\$47.28	\$48.23	\$49.20	\$50.18	\$51.18	\$52.21	\$53.26	\$54.33	\$55.42	\$56.53	\$57.67	\$58.83	\$60.01	\$61.21	\$62.43	\$63.68	\$64.95	\$66.25
		FY27	\$43.94	\$44.79	\$45.67	\$46.56	\$47.50	\$48.44	\$49.41	\$50.41	\$51.41	\$52.44	\$53.49	\$54.56	\$55.65	\$56.77	\$57.91	\$59.08	\$60.26	\$61.47	\$62.71	\$63.96	\$65.24	\$66.54	\$67.88

Execution of Contract

Kymberly F. Rando, CFO
Central Vermont Medical Center

7/22/2024
Date

Aranda Mills Brown
Central Vermont Healthcare United

7-16-2024
Date

CVHU Bargaining Team:

[Signature] Ian Campbell
Catherine A. Goutard
[Signature]
[Signature]
[Signature]
B. Haskell
[Signature]
J.P. Mogg
Marguerite Merin
Chelsea LaCrosse

[Signature]
Charlotte Holden
Nancy Know
[Signature]
[Signature]
[Signature]
M. Becker
Peggy Livi