

## Settlement Agreement

Central Vermont Medical Center (“CVMC”) and Central Vermont Healthcare United (“CVHU” or the “Union”) agree to resolve all issues relating to the grievances and arbitrations referenced below pursuant to the terms of this Settlement Agreement (the “Agreement”). The Union agrees to withdraw all grievances with prejudice, and the parties agree to split the cost (if any) of canceling the pending arbitrations.

### **ACU/Endoscopy Float Pay (CVMC 2024 – 028) (AAA 01-24-0008-4761 or 2649)**

To resolve application of the definition of floating to bargaining unit employees who move between ACU and ENDO, the parties agree to apply Article 21 to ACU and ENDO as follows:

- If full-time, part-time or per diem bargaining unit employees are prescheduled in their non-home cost center, they will not be paid an hourly float differential. If they are asked to work in their non-home cost center within 24 hours of the start of the shift, or during their shift, they will get float pay for all hours worked in the other cost center.

[[Note – no back pay because no ability to track. Agreement going forward.]]

### **Holiday/Incentive/OT Stacking (CVMC 2024 – 031) (AAA 01-24-0008-2651)**

The parties agree Article 25(C) of the parties’ collective bargaining agreement shall be considered amended as follows:

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

To clarify the application: the Holiday Premium (which is an additional .5 of the base rate) will be paid in addition to any Urgent Pay, Scheduling Incentive Pay, and Call-In Premium. The amount of those premiums shall also be calculated on the base rate. Overtime, if applicable, shall be paid on the regular rate, which includes all differentials and premiums.

CVMC agrees to provide back pay to July 1, 2024.

### **Emergency Clinic Closures (CVMC 2024 – 033) (AAA 01-24-0008-2650)**

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CVMC agrees to hold a meeting with employees at each outpatient clinic to discuss, clarify and communicate a protocol for emergency closures by June 1, 2025.

**Medsurg CTO Scheduling (CVMC 2024 – 44) (AAA 01-24-0009-0903)**

Per Article 18A – Section B, Minimum Number of CTO Slots, the parties will meet to discuss and sign off on the current minimum of CTO slots in each area, as well as a mutually agreed upon system and expectations for utilizing CTO on Medsurg once the schedule is posted and there are slots available. This shall be completed through a Medsurg staff meeting no later than 30 days after the execution of this agreement, under the auspices of the Labor Management Committee, no later than March 28, 2025.

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**Medsurg Holiday Scheduling (CVMC 2024 – 056) (AAA 01-24-0009-0902)**

Effective upon signing this agreement, Medsurg will return to the past holiday scheduling practice, wherein:

1. Employees with more than 10 years of cost center seniority are not required to work Thanksgiving or Christmas
2. The holidays of Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, and New Years Day (of the following year) will be included in the holiday scheduling rotation. Staff may be required to work up to two of these holidays, but no more than two.

**Unpaid Administrative Leave (CVMC 2024 – 047)**

CVMC agrees to amend the CBA as follows:

Article 37, Section F.

Any employee placed on administrative leave will continue to receive pay until they return to work or are separated from employment.

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will have first priority regardless of seniority until she makes a selection for a schedule that would allow her to take off every other Monday or Friday.

This agreement is for this situation only and does not establish a precedent and cannot be used as evidence in any arbitration except to enforce this provision.

**Forensic Nurse Pay (CVMC 2024 – 051) (AAA 01-24-0009-0899)**

1. Forensic Nurse Examiners will receive a \$500 stipend for each forensic nurse exam, in addition to their applicable rate of pay, including any differentials or incentives.
2. All Forensic Nurse Examiners will be back paid for any missing pay for all hours since September 24, 2024.

~~[[Disagree with going back to June; arbitrator would award based on date of grievance]]~~

~~[[Disagree with 1.5 for coming in if not on call because it is not in the contract. Also, not urgent because not coming in for a shift. Employees can refuse to come in-]]~~

NOTE: The parties agree that this settlement does not prevent CVHU from bringing the issue of 1.5 pay for coming in when not on call in the future; and both parties maintain the right to their respective positions on this issue.]]

**ED Downstaffing (CVMC 2024 – 049) (AAA 01-25-0000-4672)**

CVMC to follow up and ensure that individuals will be paid at the incentive rate.

**DPI Urgent Pay (CVMC 2024 – 054)**

[[Note: This arbitration is removed from package.]]

Central Vermont Medical Center

By: 

Date: 3/26/25

Central Vermont Healthcare United

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*Carroll M. Brown*

By: \_\_\_\_\_

Date: \_\_\_\_\_ **3/26/2025**

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