

**AGREEMENT**

**Between**

**PORTER MEDICAL CENTER**

**and**

**PORTER FEDERATION OF NURSES  
AND HEALTH PROFESSIONALS,  
LOCAL 5753, AFT VT, AFT, AFL-CIO**

**October 1, 2020 to September 30, 2023**

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## **Preamble**

This agreement is made and entered into between Porter Medical Center hereafter referred to as “PMC”, and the Porter Federation of Nurses and Health Professionals, AFT Vermont, Local 5753, hereafter referred to as “PFNHP.” PMC and PFNHP recognize that PMC’s and PFNHP’s first responsibility is to provide safe, quality care to all of PMC’s patients and residents. The parties agree that nursing staff are critical to the organization’s success and the fulfillment of PMC’s mission to improve the health of our community, one person at a time. The parties are committed to a relationship of mutual respect to further build on an effective labor-management relationship.

## **SECTION 1– Management Union Relations**

### **Article 101 - Recognition**

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

All full time and regular part time and per diem Registered Nurses employed by the Employer at Porter Hospital (including Emergency Department RNs, Medical/Surgical Unit RNs, Special Care Unit RNs, PACU RNs, Surgical Service/OR RNs, Scrub RNs, OB/Birthing Center RNs and Clinical Analyst IT RNs), Helen Porter Healthcare and Rehabilitation Center (including Post Acute Rehabilitation Center RNs, Memory Care RNs, Long Term Care RNs and Float RNs), Porter Women’s Health, Porter Cardiology (including Cardiac Stress RNs and Nurse Sonographers), Primary Care - Middlebury, Porter Orthopedics, Pediatric Primary Care, and Porter Ear Nose and Throat, located in Middlebury Vermont; Primary Care - Vergennes located in Vergennes, Vermont; Primary Care - Brandon located in Brandon, Vermont; and Porter Medical Group Float RNs assigned to the above facilities.

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

2. Work locations will be defined as follows:

- a. Hospital – the Porter Hospital Facility at 115 Porter Drive, excluding any Practices.
- b. Helen Porter – Helen Porter Healthcare and Rehabilitation Center at 30 Porter Drive.
- c. Practices – all of the following medical practices:
  - Porter’s Women’s Health at 116 Porter Drive, Middlebury

- Primary Care - Middlebury at 82 Catamount Park, Middlebury
- Porter Orthopedics at 1436 Exchange Street, Middlebury
- Primary Care - Vergennes at 10 North Street, Vergennes
- Pediatric Primary Care at 1330 Exchange Street, Middlebury
- Primary Care - Brandon at 61 Court Drive, Brandon
- Porter Cardiology at 115 Porter Drive, Middlebury
- Porter Ear, Nose and Throat – Middlebury at 1330 Exchange Street, Middlebury, and at 69 Allen Street, Rutland, VT

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

**Article 102 - Union Security**

PMC and the PFNHP recognize the right of any nurse to become and remain a member of the PFNHP or to refrain from becoming and/or remaining a member of PFNHP, and neither party will interfere with any nurse in the exercise of that right.

Each Nurse 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 PFNHP or pay a service fee to the PFNHP. 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 PFNHP requesting her/his discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered.

PMC agrees to deduct PFNHP Dues and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the PFNHP bank account by wire transfer on a monthly basis, subject to the provisions of this Article.

The PFNHP shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for PFNHP Dues and/or Agency Service Fees in writing to PMC on an annual basis.

Upon receipt of a written authorization signed and dated by a bargaining unit employee on a form reviewed by PMC, PMC shall deduct, from the bargaining unit employees pay, the appropriate PFNHP Dues and/or Agency Service Fees payable by the bargaining unit employee to the PFNHP during the period provided for in the authorization.

The authorization can be revoked at any time by the termination of employment. Otherwise, the union dues authorization may only be revoked if such revocation is in writing and submitted to the Hospital and to the bargaining unit treasurer, in accordance with the union membership card. Dues revocation shall become effective upon the first payroll period following the termination of employee or filing of the revocation, in accordance with the union membership card.

Deductions shall be made based on the bargaining unit employees’ pay cycle.

PMC 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 PFNHP Dues or Agency Service Fees to be deducted.

Regardless of the above, it is understood that all CTO payments are subject to PFNHP dues deduction 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 worked and on all other paid non-disability hours.

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

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

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

### **Article 103 - Management Rights**

1. Except as specifically limited by this Agreement, all management functions and responsibilities, whether or not possessed or exercised by PMC prior to execution of this Agreement are reserved exclusively to PMC. The exercise of the functions and responsibilities set forth in this Article shall be neither arbitrary nor capricious.
2. The management functions and responsibilities referred to in Section 1 above shall include, but not be limited to, the right:
  - to determine qualifications, eligibility and licensure requirements of bargaining unit positions;
  - to conduct interviews, or not, and to determine who gets to participate in the interview process;
  - to make hiring decisions;
  - to conduct background checks when required by law;
  - to require physical and/or medical examination of employees;
  - to perform evaluations and establish evaluation procedures;

- to determine performance standards and productivity requirements;
- to determine nursing, teaching and other professional standards
- to discipline and discharge bargaining unit employees for just cause, lay off, assign, transfer, promote and demote employees;
- to determine and change shifts, starting and quitting times and number of hours to be worked;
- to determine meal and break times and duration;
- to require overtime, work on holidays, and time -off;
- to make and/or change work assignments;
- to organize, enlarge, reduce or discontinue a function, position, department, or location;
- to determine whether any part of the whole organization shall continue to operate;
- to determine the size and composition of the work force at any single location;
- to determine the number and location of offices, buildings, facilities and physical plant;
- to require employees to use new technology, tools, equipment or labor saving devices;
- to establish new jobs or change job content;
- to determine the standards of service to be provided;
- to establish, change, administer and enforce work rules, policies and procedures relating to the job duties performed by bargaining unit employees;
- to determine training needs, and how and when personnel shall be trained;
- to provide, eliminate or change terms of benefits offered by PMC;
- to determine the manner, means and methods by which all operations of PMC shall be carried out;
- to subcontract work or to utilize temporary employees to perform any work PMC determines is necessary;
- and to take such other action as PMC deems necessary to maintain the efficiency of its operations.

3. All management functions and responsibilities specifically reserved to PMC in this Agreement are retained by and vested exclusively in PMC. PMC's exercise of any management right or function in a particular manner shall not preclude PMC from exercising the same in any other manner which does not expressly violate a specific provision of this Agreement. PMC's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise the same.

4. None of the provisions of this Agreement shall operate to preclude PMC from taking such action, as it deems necessary for the care and protection of patients, employees, equipment and facilities in the event of an emergency. In such emergency situation, the PFNHP shall have a representative participate in the incident command meetings.

5. Other PMC employees, including professional, managerial, supervisory or clerical employees, as well as agency employees, subcontractors, interns or volunteers, may perform work usually done by employees in the bargaining unit so long as it is in compliance with

applicable licensing standards. The fact that such other individual does a regular amount of bargaining unit work will not result in his/her being included in the bargaining unit.

#### **Article 104 - 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 PFNHP 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 PMC employees work during the period of this Agreement. PMC 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 PFNHP, the PFNHP, acting through all of its officials, within twenty-four (24) hours of a request by PMC shall:

1. Publically disavow such actions by the bargaining unit employees.
2. Advise PMC in writing that such action by the bargaining unit employees has not been called or sanctioned by the PFNHP.

PMC 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 105 - Grievance Procedure**

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

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

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

Step 2 Written grievances filed by PFNHP shall be presented to the employee’s immediate supervisor, or designee. Written grievances at Step 2 must be presented



within ten (10) business days of when the PFNHP knew or should have known of the occurrence giving rise to the grievance. A meeting will be held no later than ten (10) business days of receipt of the written Step 2 grievance, and a response given within ten (10) business days of the meeting.

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

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

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

3. The parties have agreed to use the American Arbitration Association (AAA) procedures for any arbitrations under this Agreement. 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.

4. The parties agree that the time limitations provided 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. Failure of the grievant to abide by the time limitation of this Article shall automatically preclude any subsequent filing or processing of the grievance. Failure by the party against which the grievance is filed to meet or respond on a timely basis shall constitute a denial of the grievance at that step and it shall proceed to the next step.

5. Written grievances must contain the following information:

- A. The date of the grievance.
- B. A statement of facts upon which the grievance is based.
- C. The Article or Articles of this Agreement that may have been violated.
- D. The remedy or correction which is desired to be made.

The party seeking arbitration may not add Articles of the Agreement, which were allegedly violated, or change the remedy, after Step 3. The Arbitrator may not find

contract violations or impose a remedy in excess of that which was set forth by the aggrieved party at Step 3.

6. The parties agree that this procedure applies only while the Agreement is in effect. Any dispute based on events occurring after the termination of the Agreement shall not be subject to the mandatory grievance and arbitration procedures of this Agreement, even if the dispute would have been subject to those procedures had the events occurred while the Agreement was in effect.

7. PMC will pay for one union designee for time spent in Step 2 and Step 3 grievance meetings up to a maximum of one hour per meeting.

### **Article 106 - Staffing Committees – Nursing Practice Council**

Staffing in a healthcare environment is extremely complicated . The parties share the goal of maintaining sufficient staff to provide high quality care for all patients. To allow both parties to address proper staffing in an on-going manner, the parties agree to set up a Nursing Practice Council.

The Nursing Practice Council will regularly review the following issues:

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

The Council shall have an equal number of representatives from management and the Union, with a maximum of 6 representatives from each side. The Council shall have two co-chairs, one from each side. Jointly, the co-chairs shall be responsible for establishing a regular agenda and meeting time. Each co-chair shall provide the other with its proposed meeting agenda a minimum of two weeks prior to the meeting date. The Council shall meet monthly; or, upon agreement by both parties, the Council may meet more often or less often. The Council shall meet minimally on a quarterly basis.

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

Attendance at Council and staffing committee meetings shall be considered paid time. In addition, PMC will reimburse bargaining unit employee a combined total of 6 hours for each Council meeting at the bargaining unit employee's base rate of pay (not including other

payments, such as differentials) for preparation for Council meetings. PFNHP will determine distribution of the hours and must submit the information to PMC. The time must be coded as Union Time for payroll purposes and will not be used to calculate the overtime rate, nor will it be considered work time for any purposes including the calculation of overtime, satisfaction of per diem hours, or any other incentive payments.

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

Compliance with agreed upon staffing guidelines is subject to the grievance and arbitration procedure, except that the parties agree to participate in non-binding mediation before proceeding to arbitration. Grievances regarding staffing shall be presented initially at Step 3.

PFNHP and PMC shall collaborate to appoint PMC nursing representatives to the UVM Health Network Nursing Practice Council, or its equivalent.

### **Article 107 - Labor Management Committee**

A joint labor-management Committee shall meet and confer on issues of mutual concern. Proper matters for discussion shall include, but not be limited to, EMR, patient satisfaction, Quality Improvement, and Staff Development. The Union shall appoint up to 4 members to the Committee. PMC shall appoint up to 4 members to the Committee. The Committee shall meet once every fiscal quarter at a time and place agreed upon by both parties. Unless otherwise agreed, meetings shall be not more than 90 minutes and shall be considered work time. The parties shall mutually agree on agenda items at least 7 days before the meeting. The Committee may designate subcommittees to work on specific topics to report back to the Committee.

Attendance at committee meetings shall be considered paid time.

### **Article 108 - New Technologies**

Employees will receive appropriate training and demonstrate proficiency before being expected to use a new technology or updates/changes to existing technologies, and employees will be required to attend in-services when offered. If practical, PMC agrees to provide virtual training at mutually agreed upon times.

PMC shall provide bargaining unit employees three (3) months' notice for any required in-services, unless an unforeseen circumstance prevents such notice.

PFNHP will collaborate with PMC on assessing what the training needs are to qualify for appropriate training. Any bargaining unit employee who reasonably requests additional training directly related to their work shall not be denied.

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

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

### **Article 109 - Non-Nursing Functions**

PMC and the Union recognize that RNs play a vital role in delivering the highest quality of patient care. Bargaining unit employees shall not be regularly required to perform the functions of ancillary departments. If required for patient care needs, however, employees agree to perform non-nursing services on an as-needed basis.

### **Article 110 - Duration**

This Agreement shall be for the period from October 1, 2020 until September 30, 2023, and the terms and conditions shall become effective on the date of the execution of the Agreement, unless otherwise specified in this Agreement.

The party wishing to modify this Agreement shall serve written notice to the other party by registered mail no later than ninety (90) calendar days prior to the expiration date.

Should a successor Agreement not be executed by the expiration date, this Agreement shall remain in full force and effect until either (1) a successor agreement is executed, (2) an impasse in negotiations is reached, or (3) one party gives the other party at least 30 days' written notice of termination of this Agreement. Neither party may rely on sections 2 or 3 in the previous sentence to end this Agreement after the expiration date unless the parties have utilized the mediation services offered by FMCS.

### **Article 111 - Printing of Agreement**

The Union and the Employer shall share equally in the cost of printing the Collective Bargaining Agreement. The number of copies shall be sufficient to provide each employee and each member of PMC management with responsibility for employees with a copy. There will also be a reasonable number of additional copies for newly hired employees and other appropriate purposes.

### **Article 112 - Separability**

In the event that any of the terms or provisions of this Agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction or through a final decree of a government (federal, state or local) body such decision shall not invalidate the entire Agreement; it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any provision or term of this Agreement that has been invalidated shall be the subject of negotiations within a thirty (30) calendar day period.

### **Article 113 – Bulletin Boards**

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

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

**Article 114 – New Information**

1. On a quarterly basis, the Hospital shall provide the PFNHP electronically, a working Excel file with the following information on all bargaining unit employees:
  - PMC ID
  - Name (Last name, First name)
  - Mailing address
  - Telephone number
  - PMC e-mail address
  - Job title
  - Department
  - FTE status
  - Standard work hours/week
  - Shift
  - Hourly rate
  - Supervisor
2. On the Wednesday before the following Monday's New Employee Orientation, the Hospital shall provide the PFNHP electronically, a working Excel file with the following information on all employees hired into the bargaining unit:
  - PMC ID
  - Name (Last name, First name)
  - Job Code
  - Job Title
  - Department
3. On a monthly basis, the Hospital shall provide the PFNHP electronically, a working Excel file with a dues report containing:
  - PMC ID#
  - Name (Last name, First name)
  - Total hours worked
  - Pay period end

- Deduction code
  - Sum current deductions
  - Year to date dues paid
  - Year to date income (by individual)
4. On a monthly basis, the Hospital shall provide the PFNHP electronically, information pertaining to bargaining unit members who have transferred out of the bargaining unit or terminated from employment:
- Effective date
  - PMC ID#
  - Name (Last name, First name)
  - Job title
  - Department
  - Cost center
  - If this was the employee's primary position
  - Hourly rate of pay
5. On a monthly basis, the Hospital shall provide the PFNHP electronically, information pertaining to bargaining unit members who have taken a leave of absence or are on short or long-term disability:
- PMC ID#
  - Name (Last name, First name)
  - Type of leave
  - Effective date of leave
  - Type of disability (short/long-term and intermittent – fully out of work)

## **SECTION 2 – Work Hours and Scheduling**

### **Article 201 - Work Schedules**

- A. The following apply in all locations:
1. Work schedules shall be posted in the applicable work location.
  2. Employees may find another person to cover their scheduled shift so long as:
    - a. The person is qualified.
    - b. The commitment will not result in overtime, unless approved by the manager.

- c. The manager approves the change.
  3. Employees with committed hours will be scheduled first and they shall have priority over travelers. Any hours above committed hours shall be scheduled only with the employee's consent.
  4. For vacation scheduling, see Article 204; for holiday scheduling see Article 306.
  5. Employees shall have at least 8 hours off between any scheduled shifts.
  6. Employees shall discuss with their manager concerns related to the minimum and maximum number of consecutive shifts that are scheduled and request limitations.
  7. PMC may offer 8, 10 or 12 hour shifts in all work areas where the hours of operation will support them.
  8. **SIDE LETTER:** Employees who are regularly assigned a 4-hour or 8-hour shift as of September 15, 2017, shall not be required to work a different shift during the term of the ~~2017-2020~~ 2020-2023 CBA, unless they agree to do so.
  9. **Shift Rotation.** PMC will make every attempt to minimize shift rotation. Prior to any shift rotation, PMC shall seek volunteers with necessary skill and ability first. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest Unit Seniority. If nobody volunteers, the least senior qualified bargaining unit employee will be rotated.
  10. **Scheduled Time Off.** Scheduled time-off requests for bargaining unit employees will be submitted at least 6 weeks before the first day of a new schedule. Conflicting requests will be decided by Unit Seniority if the employees are unable to resolve the conflict themselves. Special requests, meaning those that require more advanced planning, should be discussed with the Manager as needed. The Managers will use their discretion in considering these requests.
  11. **Changes to Posted Schedule.** Once the preliminary schedule is posted, bargaining unit employees may take scheduled time off only if the bargaining unit employee (a) has found suitable coverage for that shift without incurring overtime, and (b) received prior permission from the manager.
  12. **Show Up pay.** If any employee is scheduled (including called in for Urgent or on-call), and comes in to work, the employee will be compensated for all hours worked, for a minimum of two hours, unless they are notified not to come in to work at least 60 minutes prior to the start of their shift or unless they leave early for personal reasons.
- B. Hospital and Helen Porter.** The final schedule will be posted at least 2 weeks in advance of the first day on which the schedule is to become effective. The specific work schedule shall cover a period of at least 4 weeks. Once the final work schedule is posted, it shall be changed only with the consent of the employee.

The following process shall be used to create the schedule:

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

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

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

### **Article 202 - Weekends**

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

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

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

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

SIDE LETTER:



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

### **Article 203 - Mandatory Overtime**

There shall be no mandatory overtime except when PMC determines that there is an emergency situation where the safety of the patient requires its use and when there is no reasonable alternative. In an emergency situation where patient safety requires its use, PMC shall, before requiring mandatory overtime, make a good faith effort to have overtime covered on a voluntary basis. Mandatory overtime shall not be used as a practice for providing appropriate staffing for the level of patient care required.

An emergency situation for the purposes of assigning Mandatory Overtime shall be within the parameters of internal or external emergency plans.

A bargaining unit employee shall not be allowed to exceed 16 consecutive hours worked in a 24-hour period. In the event a nurse works 16 consecutive hours, that nurse must be given at least 8 consecutive hours of off-duty time immediately after working overtime.

The parties agree to use the Massachusetts Health Policy Commission Guidelines on Mandatory Overtime for Nurses in a Hospital Setting as guidance to interpret this Article.

### **Article 204 - Vacation Scheduling**

A. **Hospital.** During January of each year, bargaining unit employees of each unit may sign up for up to 2 weeks of vacation for the summer (Memorial Day to Labor Day), in order of Unit Seniority. All requests must be in full week increments, starting on a Monday, unless approved by the manager. At least one bargaining unit employee per shift may sign up for a specific week. With prior manager approval, more than one bargaining unit employee per shift may sign up for the same week. All requests must be made in the vacation request book.

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

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

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

B. **Helen Porter.** Scheduled vacation requests for bargaining unit employees in Helen Porter will be submitted the first week of the quarter for time off during the following

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

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

D. The following shall be applicable to all locations:

Requests for time off between December 15<sup>th</sup> and January 15<sup>th</sup> shall be made by September 1<sup>st</sup> and shall be approved or denied in writing within 14 calendar days. If there are conflicts every effort will be made to resolve conflicts informally. The manager will notify the involved nurses if there is a scheduling conflict and those nurses will attempt to resolve the conflict. In the event that a scheduling conflict remains, the vacation will go to the employee with the most Unit Seniority on a rotating basis.

PMC shall notify all bargaining unit employees three (3) months prior to any days on which vacation cannot be used. All previously approved vacation requests shall be upheld, unless the employee voluntarily agrees otherwise.

Coverage:

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

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

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

#### **Article 205 - On Call (not after Staffing Adjustments)**

An employee working in Surgical Services shall arrive within 20 minutes after being called in, unless a later time is specified. An employee working in OB shall arrive within 30 minutes after being called in, unless a later time is specified. Employees in all other areas shall arrive within 60 minutes after being called in; On-call employees shall receive call pay as set forth in Article 303.

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

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

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

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

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

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

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

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

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

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

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

### **Article 206 - Rest and Meal Breaks**

When patient care responsibilities allow, bargaining unit employees may receive one consecutive 15 minute break for each 4 consecutive hours of work. These rest breaks shall be paid time. Bargaining unit employees will not be paid extra for breaks not taken.

Management will make best efforts to allow bargaining unit employees scheduled to work for 6 or more consecutive hours to receive a 30 minute unpaid meal period, without work responsibility, as PMC may assign. Employees shall have the option to arrange the time for their meal breaks among themselves in each unit/practice in a way that ensures continuity of patient care.

The payroll system shall automatically deduct the 30 minute unpaid meal break. A bargaining unit employee will be compensated at the bargaining unit employee's regular rate if a bargaining unit employee must forgo a meal period due to PMC's operating requirements.

Bargaining unit employees will notify their Manager or designee of a missed meal period as soon as possible.

Breaks and/or meal times may not be used to report to work late or leave work early. Breaks may not be combined with meal periods or other breaks.

### **Article 207 - Floating**

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

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

- OR
- Helen Porter
- Practices

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

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

- Hospital
- Practices

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

- Hospital
- Helen Porter

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

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

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

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

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

### **Article 208 - Staffing Adjustments**

- A. PMC will make staffing adjustments based on patient census, acuity and scheduling changes. If fewer staff are required, PMC shall utilize the following procedures:
1. Reduce employees working an urgent shift.
  2. Reduce employees working overtime hours.
  3. Ask for voluntary floats.
  4. Ask for volunteers to work another shift where there is a staffing need during the pay period.
  5. Ask for voluntary reductions. This shall be done on a rotating basis beginning with the highest unit seniority. The rotation list shall be maintained by management (or designee) and be accessible to all nurses.
  6. Require completion of mandatory training and other educational requirements.
  7. Require travelers to float, if qualified.
  8. Require floating, if there is a need in other areas for which the employee is qualified, as per Article 207 "Floating."
  9. Reduce staff working extra shifts.
  10. Reduce travelers.
  11. Reduce per diems. No per diem bargaining unit employee will be reduced involuntarily more than 24 hours per month. If a per diem is called off prior to or during a shift, the full hours of the shift shall count for purposes of satisfying their minimum requirements.
  12. Reduce remaining staff by Unit Seniority on a rotating basis. No bargaining unit employee will be reduced involuntarily more than 12 hours per month. This shall be done on a rotating basis beginning with the lowest unit seniority. The rotation list shall be maintained by management (or designee) and be accessible to all nurses. The rotation list does not restart with each new month.
- B. An employee may elect to use CTO or may elect to take time off without pay by using manual accrual hours. Earned time and benefits shall accrue for all voluntary hours taken.
- C. Any reduced employee may be placed on call. The employee shall receive the appropriate on-call stipend for all hours spent on call. If the employee is called into work while on call, the employee will also be compensated for all hours worked, for a minimum of two hours, at a compensation rate that is 1.5 times their appropriate rate of pay (or 2.0 times their appropriate rate of pay if floated), including appropriate shift differentials even if the minimum number of hours to receive such differential has not been worked. Employee shall arrive as soon as possible or within their required arrival time.

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

### **Article 209 - Staff Meetings**

Bargaining unit employees shall attend staff meetings that occur while they are working. If the manager or supervisor is unable to cover a nurse's assignment during the meeting, then the nurse shall not be required to attend the staff meeting.

Bargaining unit employees who are not working during a scheduled staff meeting are strongly encouraged, but not required, to attend. If they do attend, they will be paid for work time while attending the meeting.

PMC will hold staff meetings for each unit or worksite so as to accommodate all shifts. Minutes of staff meetings shall be taken and distributed within 3 business days after the meeting. Employees are responsible for reviewing the meeting minutes.

### **Article 210 – Lactation Breaks**

PMC will allow use of paid break time and unpaid meal periods, in addition to providing reasonable paid breaks as needed by the lactating employees who wish to express breast milk while at work. PMC will provide a safe and private place in each of its buildings, other than restrooms, when needed by bargaining unit employees to express breast milk.

### **SECTION 3 – Wages and Benefits**

#### **Article 301 - Wages**

##### A. Wage Increases.

**FY21 – Increase.** Effective the first payroll period in January 2021, all eligible bargaining unit employees shall receive a nine percent increase in pay by moving the range seven percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase, but they will get a lump sum bonus equal to two percent of the employee’s total compensation for the prior calendar year, payable in the first payroll period in February.

Exempt employees shall receive a 9.0% increase in their base pay. Effective the first payroll period in January 2021, practice RNs will receive the same hourly wage as hospital and nursing home RNs.

**FY22 – Increase.** Effective the first payroll period in January 2022, all eligible bargaining unit employees shall receive a six percent increase in pay by moving the range four percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase, but they will get a lump sum bonus equal to two percent of the employee’s total compensation for the prior calendar year, payable in the first payroll period in February.

Exempt employees shall receive a 6.0% increase in their base salary.

**FY23 – Increase.** Effective the first payroll period in January 2023, all eligible bargaining unit employees shall receive a six percent increase in pay by moving the range four percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase, but they will get a lump sum bonus equal to two percent of the employee’s total compensation for the prior calendar year, payable in the first payroll period in February.

Exempt employees shall receive a 6.0% increase in their base pay.

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

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

301 – Wage Scale

Years RN Experience	RN Wage Scale		
	2021	2022	2023
0	27.19	28.28	29.41
1	27.74	28.85	30.00
2	28.29	29.42	30.60
3	28.86	30.01	31.21
4	29.43	30.61	31.84
5	30.02	31.22	32.47
6	30.62	31.85	33.12
7	31.24	32.49	33.79
8	31.86	33.14	34.46
9	32.50	33.80	35.15
10	33.15	34.47	35.85
11	33.81	35.16	36.57
12	34.49	35.87	37.30
13	35.18	36.58	38.05
14	35.88	37.32	38.81
15	36.60	38.06	39.58
16	37.33	38.82	40.38
17	38.08	39.60	41.18
18	38.84	40.39	42.01
19	39.62	41.20	42.85
20	40.41	42.02	43.70

### **Article 302 - Overtime**

Non-exempt bargaining unit employees shall be paid overtime at a rate of one and one-half times their regular rate if:

- they work more than 40 hours in a workweek; or
- if they are on an approved 8/80 classification, they will be paid overtime for all hours worked over 8 in one day and all hours worked over 80, in accordance with federal regulations.

CTO hours, EIR hours, and unpaid hours shall not count towards overtime eligibility.

Overtime will be assigned as follows: Volunteers will be sought first. If there are more volunteers than assignments, PMC will make assignments as equitably as reasonable.

Employees shall not work overtime unless the employee obtains prior approval from the supervisor.

### **Article 303 - Differentials**

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

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

- Hospital and PMG \$3.00 per hour

Helen Porter \$2.00 per hour

Effective the first payroll period in January 2021, the HP evening differential will increase to \$3.00 per hour.

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

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

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

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

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

4. On Call. PMC shall pay \$3.00 per hour for 20 minute call, and \$2 per hour for all other call. An hourly employee who is designated as on call shall receive the on call stipend for all hours spent on call. If an employee is called in to work while on call, the employee will also be compensated for all hours worked, for a minimum of two hours, at a compensation rate that is



1.5 times their appropriate rate of pay, including appropriate shift differentials even if the minimum number of hours to receive such differential has not been worked. On call pay will end at the beginning of a regularly scheduled shift, but this sentence shall not apply to on call for staffing adjustments.

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

6. Ambulance Transport. PMC shall pay bargaining unit employees a lump sum of \$45 per transport when PMC determines that an RN is required to accompany a patient, which is in addition to any compensation for hours worked. If an RN is called in to cover for the nurse who is accompanying the transport or if the RN is called in to do the transport, the RN will be paid 1.5 times their base rate plus applicable differentials.

7. Practices Lead Nurse. PMC shall pay a \$3 per hour differential for all hours worked as a lead nurse at one of the practices.

8. Helen Porter Charge. PMC shall pay a \$3 per hour differential for all hours worked as a charge nurse at Helen Porter.

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

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

11. Urgent Pay.

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

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

- C. If the shift is identified as eligible for urgent pay, the entire shift will be paid as urgent pay. Bargaining unit employees may agree to work for less than the full shift with the manager's approval.
- D. Urgent pay shall be offered to bargaining unit members in the following order. When the need is identified, the manager (or designee) shall award the shift based on the following priority:
1. Available bargaining unit volunteers from within the home unit who are currently working on the unit will be asked to work, by unit seniority.
  2. If no one volunteers, bargaining unit members from the unit needing coverage shall be contacted via mass text, then those who opt out of text messages shall be called by unit seniority. The first person to reply shall be offered the urgent shift.
  3. If no employee from the unit needing coverage accepts the urgent pay shift within 30 minutes of the mass text, bargaining unit members who are cross-trained to the unit needing coverage shall be contacted by mass text, then those who opt out of text messages shall be called by unit seniority. The first person to reply shall be offered the urgent pay shift.
  4. To bargaining unit employees who are willing to work part of the urgent shift, but only with the manager's prior approval, by unit seniority. Bargaining unit employees must communicate their desire to work a partial shift when declining the initial offer. Management will decide 30 minutes after the text in section D(3) is sent out.

#### **Article 304 – Benefits**

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

- Health Insurance. PMC shall pay 75% of the premiums for employees working 30 hours per week. In calendar year 2023, PMC agrees to offer health insurance benefits to employees working 20 – 29 hours per week, paying 60% of the premiums.
- Dental Insurance. PMC shall pay the following percentage for the premiums:
  - PMC shall pay the full premium for single employee coverage in the Core Plan, and employees shall be responsible for any additional premium for additional coverage.
  - Employees who elect the Buy-Up Plan will be responsible for paying all of the additional premium.

- Vision Plan
- Life Insurance
- Short-Term and Long-Term Disability Insurance
- Retirement Plan
- Flexible Spending Account

**Article 305 – Time Off**

PMC provides eligible bargaining unit employees with Combined Time Off (CTO) as well as Extended Illness Reserve (EIR) hours to cover periods of absence. Except as otherwise provided below, PMC shall provide this time off to bargaining unit employees on the same terms and conditions as provided to other PMC staff. PMC may make changes so long as they are uniformly applied and PMC provides the Union 30 days advance notice of any material changes.

1. Combined Time Off (CTO) – Paid hours that may be substituted for unpaid time during a period of absence. CTO time may be used to cover an employee’s absence for vacation time, sick time and/or holiday time in which the employee is absent from work.
2. Extended Illness Reserve (EIR) – Paid hours that may be substituted for unpaid time during a period of absence. EIR may only be used during the following situations:
  - A. Personal Illness (Non-Family Medical Leave and/ or Vermont Parental and Family Leave Act qualified illness) Employees may access their EIR banks after using the appropriate number of CTO days in accordance with the following usage schedule:

Tenure at Porter Hospital	Required CTO Usage before EIR Usage
3 months – 5 years	3
6 years – 10 years	2
More than 10 years	1

- B. Family Medical Leave (FMLA) or Vermont Parental and Family Leave Act (VPFLA) qualified illness: Employees who experience a personal illness or are charged with caring for a qualified family member and also meet eligibility requirements for FMLA and/or VPFLA may immediately access their EIR banks. FMLA/VPFLA paperwork must be received and reviewed by Human Resources to determine eligibility. In the event that employees fail to present appropriate FMLA/VPFLA paperwork to Human Resources, CTO and/or unpaid time will be used to cover the period of absence. EIR will be retroactively awarded once all paperwork is received and processed by Human Resources.
- C. Vermont Short Term Family Leave Act- Employees may use CTO or EIR for all absences that qualify for the Vermont Short Term Family Leave Act.

3. Eligibility. All employees scheduled to work 16 hours per pay period or greater in each bi-weekly pay period are eligible to accrue CTO and EIR time. Per diem and temporary employees are not eligible for CTO and EIR accruals. CTO/ EIR may not be used during an employee's initial three months of employment.
4. Accrual of CTO. New hire hourly employees will begin employment at PMC with zero hours in their CTO banks. Full time hourly employees (80 hours per bi-weekly pay period) will accrue 176 hours (22 days) of CTO time over their first year of continuous employment. Part time employees will accrue a pro-rated equivalent of this number, ie: half time employees will accrue 88 hours (11 days) of CTO over their first year of employment. Accruals of CTO are based on actual hours worked per bi-weekly pay period. CTO will not accrue for hours worked over 80 per bi-weekly pay period or during periods of unpaid absence. Reference the table at the end of this Article for detailed hourly employee accrual schedule as adjusted for tenure at PMC.
5. Accrual of EIR. New hire hourly employees will begin employment at PMC with zero hours in their EIR banks. Full time hourly employees (80 hours per bi-weekly pay period) will accrue 40 hours (5 days) of EIR time over their first year of continuous employment. Part time employees will accrue a pro-rated equivalent of this number, ie: half time employees will accrue 20 hours (2.5 days) of EIR over their first year of employment. Accruals of EIR are based on actual hours worked per bi-weekly pay period. EIR will not accrue for hours worked over 80 per bi-weekly pay period or during periods of unpaid absence. EIR may not be "cashed in" and is a non-vested benefit.
6. Unpaid Time Off. Employees are required to use all available paid time off from the applicable time off banks when absent from work unless they are on a approved FMLA/VPFLA leave.
7. CTO will be paid out upon separation of employment or change of status to per diem.

**CTO Accrual Table**

<b>Years of Tenure (Completed)</b>	<b>CTO Accrual per Hour Worked</b>	<b>Maximum Annual CTO Accrual (Hours)</b>
0	.0847	176
1	.0885	184
2	.0924	192
3	.0962	200
4	.1000	208
5	.1039	216
6	.1077	224
7	.1116	232
8	.1154	240
9	.1193	248
10	.1231	256
11	.1270	264
12	.1308	272
13 or more	.1347	280

**Article 306 – Holidays**

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

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

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

PMC shall schedule holidays on a rotational basis and shall be based on what holidays the employee worked and/or did not work the prior year. The bargaining unit members may work collaboratively with the Manager to determine a Holiday schedule that covers shifts and accommodates the requests of the bargaining unit employees.

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

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

### **Article 307 – Leaves of Absence**

PMC will provide bargaining unit employees with the leaves of absence set forth below. Except as otherwise stated below, PMC shall apply the terms and conditions of its policy on the applicable leave of absence. PMC shall inform the Union of any changes in the terms and conditions of its policy on applicable Leaves of Absence. If PMC and the Union are in agreement that a policy is more generous than stated below, PMC shall apply PMC policy and the agreed change shall be applied consistent with the terms of this Agreement.

1. **Bereavement Leave.** PMC will provide bereavement leave in the event of a death in the immediate family. Bereavement leave is not charged to CTO and will not exceed 3 scheduled shifts. These three scheduled shifts may be used at a later time other than in the immediate days following the death of the immediate family. Immediate family is defined as parent, spouse, domestic partner, child, sibling, grandparent, grandchild, and respective in-laws and respective step relations, as well as any other individual living in the same household as employee. Employees who need time off in excess of Bereavement Leave shall make arrangements with their manager for the use of CTO. There are also times an employee may need to mourn for an individual not covered by this leave. In those situations, while paid time off is not available through Bereavement Leave, employees may request a personal leave and may utilize CTO if available.
2. **Family and Medical Leave.** PMC will provide family and medical leave in compliance with state and federal law.
3. **Short-Term Family Leave.** PMC will provide short-term family leave in compliance with state law.
4. **Military Leave.** PMC will provide employees with military leave in compliance with state and federal law.

5. **Jury Duty.** PMC will provide employees with leave to participate in jury duty. PMC will pay the base wages for scheduled work shifts missed due to jury service, less any compensation received from the court. Employees scheduled to work on the weekend will not be required to work if they are required to be at jury duty both the Friday before and the Monday after the weekend; and they may take either CTO or manual accrual.

6. **Witness Leave.** PMC will provide employees with leave to participate as a witness in a legal proceeding. Employees required to participate as a witness on behalf of PMC will be paid for such time.

7. **Personal Leave.** PMC may provide a personal leave of absence to employees if they do not qualify for any other type of leave. Seniority shall accrue during an approved personal leave of absence. Employees may request a leave for Humanitarian, Health Service or Education leave, which will be considered as a request for personal leave. Unless otherwise stated in the approval notice, benefits shall continue during the approved personal leave of absence for a period of 3 months. Unless otherwise stated in the approval notice, the employee shall return to his or her position upon return from a personal leave of up to 3 months.

Any employee who believes they might need a leave of absence should contact human resources for more information.

#### **Article 308 - Mileage and Travel Reimbursement**

Bargaining unit employees shall be reimbursed for all mileage when they travel between PMC facilities for work-related reasons.

Mileage for ordinary home to work travel will not be reimbursed if an employee is working at their home location. For the PMG float nurse position, the home location will be Porter Hospital. If an employee works at a location that is different than their home location, roundtrip mileage reimbursement is calculated by taking the lesser of:

- Mileage from the employee's residence to the destination; OR
- Mileage from the employee's home location to the destination.

The rate per mile is established according to the IRS guidelines.

If an employee travels to other locations for PMC business purposes, the employee shall be reimbursed for mileage according to the calculation listed above, parking, tolls, and other normal and reasonable costs related to business travel.

#### **Article 309 - Discounted Services**

Bargaining unit employees shall be eligible for discounted services made available to all PMC employees by outside organizations. PMC shall take steps to make those discounted services known to employees.

## **Article 310 – Clinical Advancement Program**

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

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

Goals:

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

Eligibility:

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

Submission and Renewal:

- Applicants may submit a portfolio to the committee for consideration on or before June 30 and December 31.
- If June 30<sup>th</sup> or December 31<sup>st</sup> falls on a weekend or holiday then the CAP application will be due the following business day prior to 5:00pm.
- All activities included in the portfolio must have been completed within the previous 12 months.
- The RN must re-apply annually to renew their current level or apply for a different level.
- Any RN who does not wish to reapply at the end of the 12-month period will be returned to Level 1.
- Applicants shall obtain and review CAP submission packet, complete all required documents, and submit the complete portfolio to their Manager prior to the close of the application deadline.
- If an applicant has any question regarding the eligibility of an activity they choose to submit, they are encouraged to seek the approval of the CAP committee.
- You are encouraged to submit your completed CAP application to a peer or manager for review to ensure your CAP application is complete prior to submission.
- Please allow adequate time for the peer/manager to complete the review.
- Please submit your completed CAP application to your manager prior to the deadline.

Compensation:



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

Level	Contact Hours Categories	Criteria Activity Points		Annual Payment	Amount Paid in 1st pay period in Feb	Amount paid in 1st Pay Period in August
I	-	-	-	n/a	n/a	n/a
II	18	3	Must earn points from 2 different categories	\$1500	\$750	\$750
III	22	6	Must earn points from 3 different categories	\$2000	\$1000	\$1000
IV	26	9	Must earn points from 3 different categories	\$2500	\$1250	\$1250

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

Clinical Advancement Program Committee:

- The committee shall consist of a facilitator, four bargaining unit RNs chosen by the Union, and two to four management representatives designated by PMC
- The facilitator shall be a bargaining unit member elected by the committee to a two-year term
- The facilitator shall vacate any current unit representative position, if applicable
- The committee shall meet a minimum of three times per year
- The committee shall be responsible for portfolio review, review and discussion of activity requests, completion of payroll change forms (if applicable), notifying program participants of portfolio status, and providing notification of withdrawal
- Meeting schedules will be posted on each nursing unit and meeting attendance shall be considered paid time for Union employees
- Committee member will be expected to attend more than half of the meetings
- Committee member that are unable to consistently meet the attendance requirements will be asked to step down and recommend a suitable replacement

- If a committee member cannot attend a meeting, they are expected to send a suitable replacement

Clinical Advancement Levels:

Level I:

- Meets baseline criteria for employment per job description

Level II:

- Meets baseline criteria for employment per job description
- Accumulates 18 contact hours
- Earns at least 3 activity points
- Must earn points from 2 different categories

Level III:

- Meets baseline criteria for employment per job description
- Accumulates 22 contact hours
- Earns at least 6 activity points
- Must earn points from 3 different categories

Level IV:

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

<b>Category: EDUCATION</b> (nurse recognizes the need for continuous personal development to ensure competency in order to provide excellent patient & family centered care)			
<b>Included activities</b>	<b>Work required to earn Activity point</b>	<b>MAX Points Possible</b>	<b># of Points</b>
<b>1. Professional Education</b>	8-hrs of education in nursing related area to include: conferences, seminars, & preceptor workshops. Attach copy of certification = 1 point.	1 point	
<b>2. College Course</b>	1 nursing related course (attach description, transcript w/final grade & how applied to your nursing practice).	1 point	

<b>3. BSN or MSN in Nursing</b> (or related field)	BSN (attach copy of your diploma) = 2 points MSN = 3 points	2 points BSN 3 points MSN	
<b>4. Continuing Education</b>	12 contact hours in ADDITION to the requirements for the level	1 point	
		<b>Total Points</b>	
<b>Category: TEACHING</b> (nurse teaches patients, families, and peers to promote community health & evidence-based practice)			
<b>Included Activities</b>	<b>Work Required to Earn Activity Points</b>	<b>MAX Points Possible</b>	<b># of Points</b>
<b>1. Community Educator</b> (must be nursing related)	8-hrs of instruction = 1 point. Attach presentation outline, date, time & location and how applied to your nursing practice	1 point	
<b>2. Community Health Related Service</b>	6-hrs of service = 1 point (recommend committee approval prior to completion to ensure appropriateness)	1 point	
<b>3. Provider Course Instructor</b>	Active instructor with proof of teaching 1 course = 1 point(attach provider instructor certificate and date, time and location)	1 point	
<b>4. Poster and Presentation at Competency Fair</b>	1 Poster with Presentation at competency/skills fair (attach & document date, & location of presentation) = 1 point	1 point	
		<b>Total Points</b>	

<b>Category: DEPT SUPPORT</b> (The nurse demonstrates respect and understanding for peers and other disciplines and assists in creating an environment that promotes educational growth opportunities for colleagues)			
<b>Included Activities</b>	<b>Work Required to Earn Activity Points</b>	<b>MAX Points Possible</b>	<b># of Points</b>
<b>1. Healthcare Instruction of Peers</b>	60 cumulative minutes of instruction with a minimum of 3 staff members in attendance or virtually	1 point	
<b>2. Cross-Training</b>	<ul style="list-style-type: none"> <li>• Completion of full unit orientation and competency checklist</li> <li>• Completion of 92-hrs on secondary unit</li> </ul>	1 point 1 point	
<b>3. Preceptor</b>	<p><b>*Requires completion of preceptor duties for 75% of orientation hours</b></p> <ul style="list-style-type: none"> <li>- Experienced RN</li> <li>- Novice RN</li> <li>- 3 Travel RNs</li> </ul>	1 point 2 points 1 point	
<b>4. Case Study Presentation</b>	Presentation of case study and recommended practice changes with a minimum of 3 staff members in person or virtually	1 point	
<b>5. Journal Club</b>	<ul style="list-style-type: none"> <li>• Journal minimum participation must include at least 3 staff members (inclusive of the group facilitator)</li> <li>• Journal club meetings may occur in person or via virtual technology.</li> </ul>	1 point	
		<b>Total Points</b>	

<b>Category: PROFESSIONAL GROWTH</b> (The nurse is committed to the development of self and others in the organization)			
<b>Included Activities</b>	<b>Work Required to Earn Activity Points</b>	<b>MAX Points Possible</b>	<b># of Points</b>
<b>1. Provider Course Completion</b>	Course must NOT be required for current Nursing position (Provider certification must be current at time of submission). Attach provider card & describe how it has applied to your nursing practice.	1 point	
<b>2. Active member of national nursing organization</b>	Must hold a position in the organization (officer, board member, committee chair, committee member). Attach verification of position held within the organization.	1 point	
<b>3. Nursing Certification</b>	1 certification. Attach proof of certification & how it has applied to your nursing practice.	1 point	
<b>4. Publication</b>	Publication in any venue = 1 point Publication in nursing journal = 5 points Publication in a peer-reviewed journal = 7 points Attach article w/published date (or) acceptance letter	1 point 5 points 7 points	
<b>5. Nursing Research</b>	60 minutes of presentation with a minimum of 3 staff members. Three 20-minute (or) two 30-minute presentations will also meet this requirement.	1 point	

		<b>Total Points</b>	
<b>Category: PORTER MEDICAL CENTER-BASED ACTIVITIES</b> (The nurse combines evidence based practices with clinical expertise to elevate nursing care in the clinical setting)			
<b>Included Activities</b>	<b>Work Required to Earn Activity Points</b>	<b>MAX Points Possible</b>	<b># of Points</b>
<b>1. Active Member on PMC Committee</b>	Attendance at 75% of meetings = 1 point Committee facilitator/chair = 1 point  Attach verification of attendance from committee chair or senior leader. List dates of attendance.	1 point  1 point	
<b>2. Quality Improvement</b>	Completion of Research, survey, data collection, analysis and practice recommendation made to unit manager. Attach documentation. Completion of implementation of Quality improvement change, data collection and assessment post implementation. Attach proof of implementation from manager and documentation of post-implementation assessment.	1 point  1 point	
<b>3. Customer Service Improvement</b>	Completion of research, survey, Data collection, Analysis and practice recommendation Completion of implementation of practice change, data collection and assessment	1 point  1 point	

<b>4. Innovative Strategies</b>	Researches and proposes 3 cost saving initiatives on the unit Educates staff and implements 1 activity on unit	1 point  1 point	
<b>5. Departmental Education Activities</b>	3 Activities (i.e. being a super-user on the unit, assisting with educational roll-outs, and serving as a champion for a specific initiative i.e. fall, wound care, lactation, etc.) required to obtain 1 point. <b>Must</b> attach copies of the 3 activities, attendance list, educ. Handout, topic, and purpose.	1 point	
		<b>Total Points</b>	
<b>Category: Miscellaneous</b>			
<p>If the RN plans to participate or has participated in an activity that is not identified in any other category, he/she may submit a request for recognition of the activity to the CAP committee <u>at least TWO months prior to the application deadline.</u></p> <p>The CAP committee will review the request and make a determination regarding acceptance or denial based on the CAP program purpose statement. A written decision will be returned to the RN from the CAP committee within 14 days of the request.</p>			

**SECTION 4 – Work Rules and HR Administration**

**Article 401 - Non-Discrimination**

Porter Medical Center and the Union agree not to discriminate against or implement a policy or procedure that creates inequity between bargaining unit employee because of sex, race, color, religion, natural origin, sexual orientation, gender identity, ancestry, place of birth, age, disability, military status, a positive test result from an HIV-related blood test, genetic information, pregnancy, military service, having asserted a claim for workers compensation, or any other protected characteristic as provided by state or federal law. There shall be no discrimination, harassment or retaliation on the basis of union membership or activity.

If a bargaining unit employee believes s/he has been the target of any form of harassment, or if s/he observes any form of harassment, s/he will report such information to the supervisor or human resources immediately. Concerns of harassment or discrimination shall be investigated immediately upon the incident being reported.

The parties agree to work collaboratively to develop such policies and to determine necessary training(s) for all employees that result in a more equitable and just workplace. One aspect of this work will include policies and procedures on dealing with patients and families who harass or mistreat bargaining unit employees on the basis of any of the above listed identities. This work shall be conducted through the Labor Management Committee.

#### **Article 402 – Seniority**

1. **Unit Seniority.** Unit Seniority shall be defined as continuous employment on a unit/cost center in a bargaining unit position. For the purposes of determining Unit Seniority, the seniority will pertain to each Cost Center, as listed in Appendix 1 of this agreement.
2. **PMC Seniority.** PMC Seniority shall mean all time worked continuously with the employer in any position in any area from his or her most recent date of hire Seniority shall mean PMC Seniority unless otherwise specified.



<u>Article</u>		<u>Seniority Type Used</u>
<u>201</u>	<u>Work Hours and Scheduling</u>	<u>Unit Seniority</u>
<u>202</u>	<u>Weekends</u>	<u>Unit Seniority</u>
<u>204</u>	<u>Scheduling Vacations</u>	<u>Unit Seniority</u>
<u>207</u>	<u>Floating</u>	<u>Unit Seniority</u>
<u>208</u>	<u>Staffing Adjustments</u>	<u>Unit Seniority</u>
<u>303</u>	<u>Differentials – Urgent Pay</u>	<u>Unit Seniority</u>
<u>305</u>	<u>Time Off</u>	<u>Unit Seniority</u>
<u>404</u>	<u>Vacancies</u>	<u>PMC Seniority</u>
<u>418</u>	<u>Layoff</u>	<u>PMC Seniority</u>
<u>418</u>	<u>Recall</u>	<u>PMC Seniority</u>
<u>307</u>	<u>Military Leave</u>	<u>Both are restored upon return from leave</u>

3. **Loss of Seniority.** Unless restored, Unit Seniority and PMC Seniority will be lost upon separation of employment.
4. **Restoration of Seniority.** Unit Seniority and PMC Seniority will be restored if an employee returns to work for PMC within one year after the separation date, or longer if required by law. Seniority will then include the seniority earned at the time of separation of employment, unless otherwise required by law.
5. **Lists.** PMC will maintain the Unit seniority and PMC seniority lists. The Union may request to review these lists. PMC will provide the Union a copy of the list on a quarterly basis and at the time of a layoff or furlough. The lists shall be available to bargaining unit employees. Bargaining unit employees will notify HR of any discrepancies and any corrections, if necessary, shall be made.
6. **Identical Seniority.** When two (2) or more Employees have identical seniority dates, seniority shall be determined by their PMC employee ID numbers. The Employee with the highest employee ID number will be deemed to have the least seniority as between them.

### **Article 403 – Employment Status**

1. Full-Time is defined as bargaining unit employees with authorized hours from 60 to 80 hours per two-week pay period.
2. Part-Time is defined as bargaining unit employees with authorized hours less than 60 hours per two-week pay period.
3. Per Diem is defined as bargaining unit employees who work on an as-needed basis. To maintain a proper level of skill and ability at the location, a per diem employee must satisfy each of the following requirements on an annual calendar year basis (Option A):

- Be available for a minimum of 2 shifts per month.
- Work a minimum of 192 hours per year.
- In the Hospital and Helen Porter, be available to work a minimum of one holiday shift (See Article 306) per year.

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

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

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

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

Per diem staff must be available to work the above Holiday requirements. If a unit requires Holiday coverage, the per diem employees may volunteer to take additional Holiday shifts past the commitment of one (1) or two (2) per calendar year, but they may not be assigned to do so involuntarily in place of a FTE in rotation.

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

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

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

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

## **Article 404 – Vacancies**

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

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

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

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

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

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

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

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

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

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

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

### **Article 405 – Job Sharing**

Porter Medical Center and the Union agree that job sharing arrangements might benefit both the organization and its employees. The parties shall jointly develop a Job Share Agreement to be used in job sharing arrangements.

If an employee is interested in pursuing a job sharing arrangement, the employee shall inform their manager and human resources. If the arrangement is approved, the employees in the job sharing arrangement will sign and comply with the Job Share Agreement.

### **Article 406 - Request to Reduce FTE**

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. If approved, the manager and employee will complete the necessary HR documentation. Employees granted a decrease in FTE status may be required to work their regularly scheduled hours until a replacement has been found. PMC will make reasonable efforts to find a replacement as soon as possible. If denied, the manager will, upon request from the employee, provide a written explanation for the denial.

### **Article 407 – Orientation / Training / Education**

#### **A. Orientation**

1. PMC will provide appropriate orientation to all new bargaining unit employees who will attend applicable General Orientation prior to working on their unit/practices. A structured orientation and preceptor program will be provided for newly hired nurses, cross-training nurses, and transferring nurses. A plan of orientation for each scenario listed above, including preceptorship as necessary, will be guided by checklists tailored to the specific needs of each unit. These unit checklists will be determined in the unit in collaboration between the Department Manager (or designee) and bargaining unit employees within the unit and may be reviewed by Nursing Practice Council. Time spent in orientation will be considered paid work time.
2. Orientation program is individualized for each new Employee taking into consideration the experience and needs of the orientee.
3. Newly licensed RNs orientation will be a minimum of 3 months. Newly licensed RNs orientation, when hired to a specialty unit, will be a minimum of 6 months. These time periods may be shortened or extended by the mutual agreement of the manager, preceptor and orientee. The Department Manager will consult with the primary preceptor prior to making the determination that a nurse has completed the department orientation program. PMC shall use the Vermont Nurses in Partnership (VNIP) Internship Program, or a similar, validated competency-based assessment tool, as a model for the orientation of newly licensed RNs.
4. The orientee shall not be counted as unit staff. Daily assignments will be adjusted to meet the needs of the orientee and support the orientation plan.

5. Each orientee will have one primary preceptor through the orientation and will be informed who their primary preceptor is prior to their first shift on the unit. The preceptor, orientee, and manager shall do a check-in no less than bi-weekly throughout the process to make any needed adjustments to support a full and successful orientation. PMC shall provide preceptor training to all bargaining unit employees who want to serve as a preceptor.

6. Whenever the Employer introduces new procedures and/ or equipment, all affected employees shall be provided the appropriate training and orientation prior to the introduction of the new procedures and/or equipment in the workplace.

7. During the initial general orientation of all new or rehired bargaining unit employees (including internal transfers from a position outside of the bargaining unit), 30 minutes shall be included for the purpose of orientation to the Union. Participation shall be paid work time for the new or rehired bargaining unit employee. The Union will be given reasonable notice of the planned orientation program.

8. Bargaining unit employees will not be responsible for providing Medical Assistants or any unlicensed assistive personnel with basic skills and proficiency training. Such trainings and proficiencies shall be signed off on by a Nurse Educator. Bargaining unit employees will provide unit-specific orientation and/or unit-specific practice functions training to Medical Assistants as reasonably requested. If necessary for patient care, bargaining unit employees will also provide assistance as needed.

## **B. Education**

1. Employees shall complete all mandatory education programs, which shall be offered on various dates and times. The Employer shall pay the full cost of all mandatory education programs. These hours shall be considered paid work time.

2. Employees are encouraged to attend any applicable voluntary inservice education programs, with prior approval from their manager. All time at an inservice program will be considered paid work time.

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

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

## **C. Tuition Assistance**

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

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

#### **Article 408 – Pay Period**

Bargaining unit employees will be paid biweekly, on Fridays. Direct deposit shall be optional. PMC may change the date of payment by giving notice to PFNHP at least one month in advance. PMC will provide relevant itemized information to employees upon request. If PMC wants to change the information provided to employees about their paycheck, it will provide notice to PFNHP at least one month in advance and bargain the effects of such change.

#### **Article 409 – Uniforms**

1. Nurses will maintain a professional appearance while on duty.
2. PMC will provide and maintain scrubs in appropriate sizes and quantities to nurses in the OR, PACU, ED and Birthing Center as is current practice.
3. Nurses will wear their ID badges at all times so that they are visible. Nurses may request that their ID badges contain only first name, or first name and last initial, or full first and last name.

#### **Article 410 - Health and Safety**

PMC and PFNHP agree that safety awareness is an important job for all employees. If a bargaining unit employee becomes aware of an unsafe condition, the employee should report it to the supervisor as soon as possible. PMC and PFNHP and the employees will observe and comply with all local, state, and federal health and safety laws and regulations. PMC agrees to protect the health and safety of the bargaining unit employees and agrees to provide a safe working environment.

PMC shall provide to all employees the necessary safety equipment to perform their duties, including the appropriate level of PPE needed to protect bargaining unit employees and the patients as recommended by the CDC guidelines and/or the Vermont Department of Health. PMC shall provide and maintain scrubs for any bargaining unit employee who makes such a request. PMC shall provide appropriate health and safety training to employees, including annual N95 fit testing per OSHA standards, which shall be paid work time. The employee is responsible for using appropriate 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.

PMC will provide training for those working with hazardous and/or radioactive materials to prevent accidental workplace exposure.

If there has been exposure or contact that places the employee at risk, PMC shall arrange for the provision of governmentally required treatment at no cost to the employee.

PMC will provide all governmental required immunizations at no cost. PMC will also provide the following immunizations at no cost to bargaining unit employees who would like them: flu shot, chicken pox, MMR, Hepatitis B and TDAP. PMC shall also provide the COVID-19 immunization when it is available and recommended by the Vermont Department of Health. All immunizations shall be voluntary.

In the event any bargaining unit employee believes that in their professional opinion they have been given an assignment that is unsafe or that in their opinion endangers patient care, they shall immediately notify their supervisor or designee, who shall respond as soon as possible to review the assignment. If the employee disagrees with the review of the assignment, they will accept the assignment and may do so under protest. In such case, the employee may fill out the form, an Assignment Despite Objection (ADO). The form shall include the employee's name, shift, date, unit and supervisor to whom they submitted the form. A copy of the ADO shall be submitted to the Union and the CNO and be subject to discussion at the Nurse Practice Council meeting.

Bargaining unit employees may raise safety complaints/concerns without fear of reprisal for making the safety complaint/concerns, consistent with the Healthcare Whistleblower's Protection Act, 21 V.S.A. Section 507.

Should a bargaining unit employee be at risk due to potential exposure to an infectious agent and unable to perform the duties of their job upon recommendation of their health care provider, they shall have the right to request a special accommodation for an alternative assignment. PMC shall make every effort to meet such a request, that may include a temporary transfer, telecommute options, alternative positions or assignments, or time spent completing mandatory education requirements. If no such accommodations may be made, the employee may utilize their EIR banks or be granted a leave of absence. If employees ever have a security concern, they should contact their manager, nursing supervisor, or the security officer on duty.

PMC shall establish an organization-wide Health and Safety Committee. The Union shall appoint three representatives on that Committee. The Committee shall address all policies, procedures and protocols affecting the health and safety of employees at PMC.

#### **Article 411 - Parking**

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

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

- Hospital evening and night shift employees may park anywhere except the small patient lot closest to the ED, Express Care spots when Express Care is open, and positions around the circle in the front lot.
- Hospital on call employees may park anywhere except the small patient lot closest to the ED and Express Care spots when Express Care is open, but only when they are working on call.

- Helen Porter night shift employees may park in the circle by Helen Porter, but they will have to move their car as soon as possible to the employee lot if they have to work beyond 8 am.

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

### **Article 412 – Corrective Action**

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

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

- Prior to or during any conversation, interview or investigation that, in the reasonable opinion of the manager/supervisor, could result in progressive discipline or necessitate some form of disciplinary documentation in a personnel file.
- Whenever the employee is to be informed of a decision to issue discipline, including verbal, written warning, suspension or termination. In the event no PFNHP steward is available, PMC will make reasonable efforts to reschedule the discussion for a time when a steward can be present. In the event that is not possible, PMC may impose the discipline but must meet with the bargaining unit employee and a steward as soon as practical.

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

In the event that an employee is placed on administrative leave pending investigation, both the union steward and the employee will be provided a summary of the allegation that is prompting the administrative leave. PMC will conduct the investigation in a timely manner. Additionally, PMC will update the union steward as to the progress of the investigation.

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

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

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

### **Article 413 – Probationary Period**

The probationary period for new or rehired bargaining unit employees shall be ninety (90) calendar days from the date of commencement of employment. Continued employment beyond ninety (90) calendar days shall be evidence of satisfactory completion of probation. The probationary period



may be extended by the number of workdays missed because of an excused leave of absence or upon agreement by both parties.

At all times during the probationary period, employment with PMC is considered to be “at will”, and the employment relationship may be terminated at any time for any lawful reason with or without notice. During the probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedure. If an employee is terminated during the probationary period, PMC shall provide notice to the Union and, upon request, a written explanation of the reason for termination.

#### **Article 414 – Personnel File**

PMC’s Human Resources department maintains one official personnel file for each bargaining unit employee.

Bargaining unit employees may add a rebuttal to any information that is evaluative, disciplinary or which reflects negatively on an employee that has been placed in their HR file at any time. No such information will be placed in their HR file without notice to the employee.

Bargaining unit employees may review their HR file during the course of their employment by scheduling an appointment during regular business hours with a Human Resources staff member who will be present during the review. The employee may request copies of any information/materials that are in their HR file. An HR representative will respond promptly to any such requests.

For purposes of corrective action, after one year, information that is evaluative, disciplinary or which reflects negatively on an employee shall not be admissible to establish an element of progressive discipline provided that there has been no repetition of the conduct. Exceptions to this include harassment, substance abuse, confidentiality (including HIPAA), diversion, and patient abuse or mistreatment, which will remain in effect for as long as the employee is employed.

#### **Article 415 - Performance Evaluation**

PMC shall conduct regular written performance evaluations on bargaining unit employees on at least an annual basis. The employee shall meet with the evaluating manager(s) to discuss the evaluation that shall be signed by the employee and the evaluating manager(s). The meeting shall be scheduled by PMC. At the time of the performance evaluation, a place will be provided on the evaluation form on which the employee may make written comments regarding the evaluation. Upon request, the employee may take up to 14 calendar days to complete the comments. Upon request, a copy of the evaluation shall be provided to the employee.

#### **Article 416 - Reporting a Work Absence**

Bargaining unit employees are expected to be at work for their scheduled shifts. If an employee is going to miss their scheduled shift or be late for their shift, they must notify their manager, or designee, as soon as possible, but no later than 3 hours before the start of the scheduled shift. In the event of unforeseen circumstances making it impossible to give 3 hours’ notice, the employee shall notify their manager, or designee, as soon as possible.

## **Article 417 – Bad Weather**

**Hospital and Helen Porter.** Employees who miss work because of bad weather must use CTO time to cover the scheduled hours.

**Practices.** If a Practice Manager makes a decision to close a practice due to bad weather, PMC shall notify bargaining unit employees as soon as possible. Employees shall be paid for their regularly scheduled hours during such closure, but such hours shall not count towards the calculation for overtime eligibility. If a practice is not closed during bad weather and an employee misses work, the employee must use CTO time to cover the scheduled hours. If a practice is reassigned to a different location, employees will be required to work in that location.

## **Article 418 – Layoff or Furlough**

PMC shall determine if lay-offs or furloughs are necessary. PMC shall determine the location, unit, shift, schedule and number of FTEs (or portion thereof) necessary for any lay-off or furlough, after having explored all other alternatives.

For purposes of this article, a layoff is a full separation of employment; and, a furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their prior level of health care benefits, employment status and seniority, together with a return to work date.

PMC will give the Union 14 calendar days' notice prior to implementing a layoff or a furlough. In case of an unforeseen emergency or disaster circumstance, PMC will give the Union 7 calendar days' notice prior to implementing a layoff or a furlough. This notice shall specify the positions affected and whether it is a layoff or a furlough. PMC will also update the seniority list at such time. At the request of the Union, PMC shall discuss the effects of the layoff/furlough on bargaining unit employees and discuss reasonable alternatives.

The procedure for layoffs or furloughs is as follows:

1. The use of Agency nurses in a cost center selected for layoff shall first be discontinued. In the event of a cost center selected for furlough, an agency nurse 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. PMC shall ask for volunteers.
3. Employees in their initial probationary period (does not apply to veteran bargaining unit employees who are orienting to a new unit, office or site).
4. If additional employees need to be laid off or furloughed, they will be selected in the reverse order of PMC seniority.

PMC will consider reassignment options and retraining options for any employee who is designated for layoff or furlough.

Furloughed employees may use any accrued but unused CTO, but are not required to use it. Laid-off employees will receive their CTO payout at the time of separation.

During a furlough, employees will be required to be ready to return to work as soon as possible, but not later than seven (7) calendar days after the notice. Such time limits may be extended with the mutual consent of the bargaining unit employee and PMC.

If PMC determines that it is not able to return an employee to their pre-existing level of employment after a furlough, PMC may either extend the furlough or convert the furlough into a layoff. In this case, PMC must provide fourteen (14) calendar days' notice of an extension or conversion to layoff.

Any laid-off employees shall be granted recall rights for twelve (12) months after the date of lay-off. Such bargaining unit employees shall have first preference for vacant bargaining unit positions that become available for which they are qualified. Bargaining unit employees who are laid off or furloughed shall be recalled in order of PMC seniority. Employees who return to PMC within 12 months shall have their seniority reinstated as per Article 402 "Seniority" and shall have their EIR reinstated as per Article 305 "Time Off."

Recall shall be by certified mail and personal email, return receipt requested, sent to the employee's address as it appears in PMC's records. Employees on furlough or lay-off shall keep PMC updated on any address changes.

Laid-off bargaining unit employees must notify PMC within seven (7) calendar days after the date of the recall notice if they are interested in returning to PMC, and then they must return to work within fourteen (14) calendar days of the initial notice. Such time limits may be extended with the mutual consent of the bargaining unit employee and PMC.

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