

MEMORANDUM OF AGREEMENT

Porter Medical Center (“PMC”) and the Porter Federation of Nurses and Health Professionals, AFT Vermont, Local 5753 (PFNHP”) agree to amend their existing collective-bargaining agreement, dated from October 1, 2020 to September 2023, as follows:

1. Effective with the first payroll period in January 2022, Article 301 – Wages – shall be amended based on the attached document.
2. Effective with the first payroll period in January 2022, Article 303 – Differentials – shall be amended based on the attached document.
3. Effective immediately, a Memorandum relating to seniority, based on the attached document.
4. Effective immediately, a Memorandum relating to Surgical Services on call, based on the attached document.

The remainder of the current CBA shall remain in effect.

Porter Medical Center

Porter Federation of Nurses and Health Professionals

By: _____

By: _____

Date: _____

Date: _____

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 twelve percent increase in pay by moving the range ten 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 12% 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.

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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 \$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 \$5.00 per hour
- Helen Porter \$5.00 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 \$5.00 per hour for 20 and 30 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 \$5.00 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 \$3 per hour differential for all hours worked as a charge nurse in the hospital.

10. Preceptor Differential. PMC shall pay a nurse assigned by PMC to mentor new nursing department nurses (but not including students whose instructors are present at the facility) \$2.50

per hour for each hour worked while performing this role. PMC will select preceptors based on its determination of clinical skills, communication skills and teaching skills. Nurses may be required to attend an approved preceptor class in order to qualify for preceptor pay.

11. **Hospital Float Differential.** PMC shall pay a nurse who floats to a nursing position in another hospital unit and takes on a patient assignment a \$5 per hour differential for all hours worked while floating, if they work at least four consecutive hours on the other unit.

12. **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.

13. **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.

14. Employment Bonuses.

A. Sign-On Bonus. From the date of this agreement through December 1, 2022, PMC may offer a sign-on bonus to newly hired nurses as it determines appropriate on a case by case basis, and repayment of such bonus may be subject to such terms and conditions as PMC determines appropriate in the circumstances. PMC shall provide the Union with a copy of the terms of any sign-on bonus provided to new bargaining unit employees on a quarterly basis. The parties agree to meet in November 2022 to discuss the sign-on bonus.

B. Retention Bonus. PMC agrees to pay a retention bonus to all bargaining unit employees who are employed by PMC on December 1, 2021, and remain employed by PMC through the various bonus payment dates. Bargaining unit employees who reduce their FTE will no longer be eligible for any retention bonus.

1. In the first full payroll period of March, PMC will pay bargaining unit employees a lump sum bonus equal to 4.0% of their total compensation received from the first full payroll in December through the payroll before the first full payroll period in March.
2. In the first full payroll period of June, PMC will pay bargaining unit employees a lump sum bonus equal to 4.0% of their total compensation received from the first full payroll in March through the payroll before the first full payroll period in June.
3. In the first full payroll period of September, PMC will pay bargaining unit employees a lump sum bonus equal to 4.0% of their total compensation received from the first full payroll in June through the payroll before the first full payroll period in September.4. In the first full payroll period of December, PMC will pay bargaining unit employees a lump sum bonus equal to 4.0% of their total compensation received from the first full payroll in September through the payroll before the first full payroll period in December.

Bargaining unit employees must be employed on the date of payment to receive the retention bonus. The parties agree to meet in November to discuss an additional retention bonuses.

Memorandum of Understanding

Porter Medical Center and the Porter Federation of Nurses and Health Professionals, Local 5753, hereby agree as follows:

1. Any RN who was in a unit on Sept 30, 2020, will have their unit/cost center seniority calculated on their start date in that unit/cost center.
2. New hires and/or RNs who transfer to a new unit beginning October 1, 2020 shall have their unit seniority calculated as per Article 402- Seniority.

Memorandum of Understanding

Porter Medical Center and the Porter Federation of Nurses and Health Professionals, Local 5753, hereby agree as follows:

Article 205 – On Call (not after Staffing Adjustments): The language concerning when call begins shall include that for Surgical Services, call begins 15 minutes before the end of the RN's scheduled shift.

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