

TA

PMC Counter Proposal

July 20, 2020~~September 1, 2020~~**September 9, 2020**

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 Professional, 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 patient 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.

Karen R. Bertram 9/9/2020

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 ~~approved~~ 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 dues check-off authorization may be revoked by the bargaining unit employee at any time by submitting a written revocation to the PFNHP and/or PMC. Such revocation shall be in effect on the date of receipt by the PFNHP or PMC or the day after the revocation is mailed to the PFNHP or PMC, whichever is sooner.~~

This 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.


FOR PFNHP:

DATE:

FOR PMC:

DATE:

Karen Bernhaer
9/23/2020
[Signature]
9/23/20



PMC Proposal

Article 103 - Management Rights

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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.

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my 9/23/20

Karen L. Beihan 9/23/2020

TA

Karen R. Bernham 9/23/2020
my 9/23/20

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 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.

6.7. 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.

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.

~~The Council shall complete staffing guidelines for Med Surg and Helen Porter by May 15, 2018 and all other units by September 15, 2018. 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.

20045231.3

Karen L. Beinhauer 9/23/2020
mjy 9/23/20

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PMC Counter Proposal

July 13, 2020, July 20, 2020, September 19, 2020

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 shall make best efforts to attend in-services when offered. ~~When appropriate, a variety of training may be offered, including lab training, job mentoring, hands-on training, utilization of Super Users, and virtual training. 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.

Karen Beirham 9/9/2020

July 13, 2020

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Article 110 - Duration

This Agreement shall be for the period from October 1, ~~2017~~ 2020 until September 30, ~~2020~~, 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 ~~on~~ 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.

mym 9/23/20
Karen A. Beinhart 9/23/2020

Union Counter Proposal

September 1, 2020, send electronically on 9/4

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Article 201 - Work Schedule

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 an 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 ~~Bargaining~~ 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 ~~Bargaining~~ 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 Bargaining 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 Bargaining 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 Bargaining 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.

FOR PFNHP:

Karen Behrman

DATE: 9/23/2020

FOR PME:

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DATE: 9/23/20



Union Counter Proposal

September 9, 2020

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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.

FOR PFNHP:

DATE: 9/23/2020

FOR PMC:

DATE: 9/23/20



PMC Counter Proposal

July 20, 2020 (verbal, confirmed in writing 7/23) September 9, 2020 September 23, 2020

Article 204 - Vacation Scheduling

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 ~~Bargaining~~ 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 Bargaining 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 ~~Bargaining~~ 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 Bargaining Unit Seniority on a rotating basis.

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.

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.

The following shall be applicable to all locations:

Requests for time off between December 15th and January 15th shall be made by September 1st 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 ~~Bargaining~~ 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:

PMC is responsible for covering approved vacation time.

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.

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.

mym 9/23/20
Karen Benham 9/23/2020

TA

PMC Counter Proposal

July 29, 2020 September 1, 2020, amended with verbal offer

*Karen L Benhauer 9/16/2020
my 9/16/20*

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 bargaining 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 Bargaining 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 bargaining 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.

PMC Proposal
July 13, 2020 September 23, 2020

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Karen L Berham 9/23/2020
myM 9/23/20

Article 301 – Wages

A. Wage Increases.

FY2148 – Increase. Effective the first payroll period in January ~~2021~~2018, all eligible bargaining unit employees shall receive a ~~nine~~~~one and one-half~~ percent increase in pay by moving the range ~~seven~~~~one and one-half~~ 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%~~3.5% 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.

FY2249 – Increase. Effective the first payroll period in January ~~2022~~2019, all eligible bargaining unit employees shall receive a ~~six~~~~one-half~~ percent increase in pay by moving the range ~~four~~~~one-half~~ 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%~~2.5% increase in their base salary.

FY2320 – Increase. Effective the first payroll period in January ~~2023~~2020, all eligible bargaining unit employees shall receive a ~~six~~~~one-half~~ percent increase in pay by moving the range ~~four~~~~one-half~~ 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%~~2.5% increase in their base pay.

~~B. Extra Steps. Effective the first payroll period in January 2018, any employee who is off by more than four steps will be moved up so that they are off by four steps. Effective the first payroll period in January 2019, any employee who is off by more than two steps will be moved up so that they are off by two steps. Effective the first payroll period in January 2020, any employee who is off their proper step will be moved up so that they are on their proper step.~~

~~C.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.

~~D.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.

20078283.2

PMC Proposal
July 13, 2020

TA

Karen A. Benham 9/23/2020
mjm 9/23/20

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 \$2.000.50 per hour

Effective the first payroll period in January ~~2021~~2018, the HP evening differential will increase to \$3.001.00 per hour. ~~Effective the first payroll period in January 2019, the HP evening differential will increase to \$1.50 per hour. Effective the first payroll period in January 2020, the HP evening differential will increase to \$2.00 per hour.~~

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PMC Proposal
September 23, 2020

Karen A. Bernham 9/23/2020
my my 9/23/20

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 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

PMC Counter Proposal
September 23, 2020

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.

Holiday	Definition of Holiday for Timekeeping Purposes
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.

my 9/23/20
Karen & Benham 9/23/2020

PMC Counter Proposal
September 23, 2020

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~~days~~. These three scheduled shifts may be used at a later time other than in the immediate days following the death of the immediate family. ~~In the event the burial is delayed, employees may use one of the three days at such time.~~ 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.

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my 9/23/20

Karen L Berhau 9/23/2020

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Karen Benham 9/23/2020
my 9/23/20

**PMC Counter Proposal
September 9, 2020**

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 any bargaining unit employees 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/Allegations of harassment or discrimination shall be investigated immediately upon the incident being reported promptly.

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.

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

3. **Loss of Seniority.** Unless restored, ~~Bargaining Unit~~ Unit Seniority and PMC Seniority will be lost upon separation of employment.
4. **Restoration of Seniority.** ~~Bargaining 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 ~~Bargaining 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 once per year. 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.

FOR PMC: *Karen L. Berthau*
DATE: 9/23/2020

FOR PFNHP *[Signature]*
DATE: 9/23/20

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.

FOR PFNHP

DATE:

9/23/20

FOR PMC

DATE:

Karen L Berkhauer
9/23/2020

PMC Counter Proposal

July 29, 2020 September 9, 2020 September 23, 2020

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 the Nursing Practice Council. Time spent in orientation will be considered paid time.

~~2. If the employee is new to the organization, the orientation program shall include both general organizational orientation and specific work area orientation. All new employees must attend applicable General Orientations prior to working on their unit/practices. Time spent in orientation will be considered paid work time.~~

1. Orientation program is individualized for each new Employee taking into consideration the experience and needs of the orientee.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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) ~~establish a BSN Program~~. 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.

my my 9/23/20

Karen Benhauer 9/23/2020

TA

PMC Proposal
July 13, 2020

Article 408 – Pay Period

Bargaining unit employees will be paid biweekly, on ~~Fridays~~ Thursdays. 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.

Karen Behrman
my

7/29/2020
7/29/2020

PMC Counter Proposal

July 2913, 2020 September 9, 2020 September 23, 2020

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.~~promote radiation safety and will take precautions to minimize and prevent accidental workplace exposure to radiation and/or radioactive materials.~~

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. the Director of Security.

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.

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Karen A Benham 9/23/2020
my my 9/23/20

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**Tentative Agreement
September 23, 2020**

Karen R. Beinhart 9/23/2020
mym 9/23/20

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~~2 years~~, 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.

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PMC Counter Proposal
July 29, 2020 September 1, 2020

Karen L. Bernhart 9/16/2020
my 9/16/20

Article 415 - Performance Evaluation

PMC shall conduct regular~~annual~~ 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.

PMC Proposal
July 13, 2020

TA

Karen Benham 9/16/2020
my 9/16/20

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 32 hours before the start of the scheduled shift. In the event of unforeseen circumstances making it impossible to give 32 hours' notice, the employee shall notify their manager, or designee, as soon as possible.

PMC Proposal

September 1, 2020 September 16, 2020

TA
Karen Beinhart 9/23/2020
my 9/23/20

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 shall ask for volunteers first. Temporary employees will be laid off first, followed by employees in their initial probationary period. If additional employees need to be laid off, PMC shall consider certifications, experience, performance and skills. If these factors are relatively equal, PMC shall select the least senior employee.~~

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

~~PMC will, except in unforeseen emergency or disaster circumstances, give the Union 14 calendar days' notice prior to implementing a layoff. At the request of the Union, PMC shall discuss the effects of the layoff on bargaining unit employees.~~

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~~For 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 have been laid off shall have preference if they apply for a vacant position for which they are qualified.~~ 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.

PMC Counter Proposal

September 16, 2020

New Article: Information

TA

Karen Reinhan 9/23/2020
my 9/23/20

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)

PFNHP

TA Article

September 1, 2020

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.

*Wjmy 9/1/20
Kam Berham 9/1/2020*