

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. The employee or PFNHP shall inform the supervisor, or designee, that this is a Step 1 meeting. 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 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 Clinical Director of Patient Care for the Hospital, or to the Director of Nursing for Helen Porter, or to the Director of Clinical Operations for PMG, ~~employee's immediate supervisor,~~ or designees. 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 or designee 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.



Linda A. Hawley

7-18-23

7/18/23

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 final agenda will be agreed upon at least 5 days before the date of the meeting; and, after the final agenda is sent out, additional items may be added only with the agreement of both parties. 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. Both parties shall strive for consistent participation by at least a majority of its members. If there is no majority on both sides, the meeting shall be rescheduled, unless it is mutually agreed by both parties to meet without a majority. A canceled meeting shall be rescheduled within 3 business days, and shall take place within 30 calendar days.

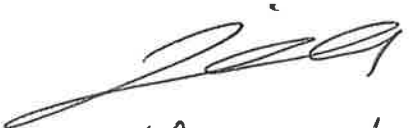
The Council can appoint staffing committees for any unit, HP or the Practices. The Council will determine the applicable rules for such committees.

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.

 6-28-23
Linda A. Havey 6/28/23

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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. After the agenda is sent out, additional items may be added only with the agreement of both parties. Both parties shall strive for consistent participation by at least a majority of its members. If there is no majority on both sides, the meeting shall be rescheduled, unless it is mutually agreed by both parties to meet without a majority. A canceled meeting shall be rescheduled within 3 business days, and shall take place within 30 calendar days. 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.

 6-28-23
Linda A. Harvey 6/28/23

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. PMC agrees that if new technology is going to substantially change RN practices, it will seek input from PFNHP before implementing the new technology in a manner that improves quality of care without compromising the integrity of nursing care.

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

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 7-25-23
LundtHawey 7/25/23

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.

PMC will allow the Union to use and maintain one wall folder in RN break areas in each department and practice to be used to provide union forms to bargaining unit employees.



6-28-23

Linda A. Hawey 6/28/23

Article 114 – New Information

1. On a ~~monthly~~ quarterly basis, the Hospital shall provide the PFNHP electronically, a working Excel file with the following information on all bargaining unit employees:
 - o PMC ID
 - o Name (Last name, First name)
 - o Mailing address
 - o Telephone number
 - o PMC e-mail address
 - o Personal email address
 - o Job title
 - o Department
 - o FTE status
 - o Standard work hours/week
 - o Shift
 - o Hourly rate
 - o Supervisor
 - o Union membership status
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:
 - o PMC ID
 - o Name (Last name, First name)
 - o Job Code
 - o Job Title
 - o Department
3. On a monthly basis, the Hospital shall provide the PFNHP electronically, a working Excel file with a dues report containing:
 - o PMC ID#
 - o Name (Last name, First name)
 - o Total hours worked
 - o Pay period end
 - o Deduction code
 - o Sum current deductions
 - o Year to date dues paid
 - o 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:
 - o Effective date
 - o PMC ID#
 - o Name (Last name, First name)
 - o Job title
 - o 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)

 6-13-23

Jeffery Lane 6/13/23

Tentative Agreement

Article 201 - Work Schedules

A. The following apply in all locations:

1. Work schedules shall be posted **either electronically and easily accessible to employees or** 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 ~~8-10~~ hours off between any scheduled shifts, unless otherwise agreed.
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~~2023-2026 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 outside of Article 204 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. Requests that are unforeseen and prior to the posting of the preliminary schedule shall be considered. The Managers will use their discretion in considering these requests.

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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 64 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 may submit their availability six (6) weeks prior to the first day of a new schedule.
- A preliminary schedule shall be posted for one week 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. When self-scheduling is used, managers may not change the schedule once it has been finalized without employees' consent. 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.

JN HAA

At practices where evening shifts are not currently scheduled (i.e., regularly scheduled time after 5:30pm), notice to employees and to PFNHP shall be given no less than twelve weeks before the planned start date of the new evening shift. Good faith effort shall be made by management to include all impacted employees in the planning process when such an evening shift is added.

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Yvonne A. Hawley

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Article 202 - Weekends

A weekend is defined as the night shift on Fridays and Saturdays and the day 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 and shall be assigned by reverse seniority on a rotating basis, unless otherwise agreed, as equitably as possible. Weekend schedules shall be changed only after giving at least four weeks' notice, unless mutually agreed. At practices where weekend work is not currently scheduled, notice to employees and to PFNHP shall be given no less than twelve weeks before the planned start date of the new weekend shift. Good faith effort shall be made by management to include all impacted employees in the planning process when such a weekend shift is added.

SIDE LETTER:

Bargaining unit employees employed in October 2020 ~~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.

 6-28-23
Linda A. Havey 6/28/23

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 seniority on a rotating basis~~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 seniority on a rotating basis~~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 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

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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 or an unforeseen circumstance, as reasonably determined by the employer, 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.

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Tentative Agreement

Article 205 - On Call (not after Staffing Adjustments)

An employee working in Surgical Services (other than ASU/PACU) shall arrive within 20 minutes after being called in, unless a later time is specified. An employee working in OB or ASU/PACU 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. Under such circumstances, the employee will not be charged CTO for the scheduled hours missed.

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. For Surgical Services, call shall begin 15 minutes before the end of the employee's scheduled shift, but no earlier than 4:45, unless otherwise agreed.

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.

JW LAA

MOA: PMC agrees that nurses AR, RR, and RN shall arrive within 40 minutes after being called in, unless a later time is specified, so long as they work continuously in the ASU/PACU. This MOA expires upon expiration of the 2023-2026 CBA.

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TA

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 who do not attend the meeting are responsible for reviewing the meeting minutes, and will confirm that they have done so in writing.

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7-18-23

Linda Harvey

7/18/23

Tentative Agreement

Article 301 - Wages

A. Wage Increases.

FY24FY21 – Increase. Effective the first payroll period in January 20242021, all eligible bargaining unit employees shall receive a ~~tena-nine~~ percent increase in pay by moving the range ~~eightseven~~ 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 10%9.0% increase in their base pay. Effective the first payroll in January 20242021, practice RNs will receive the same hourly wage as hospital and nursing home RNs.

FY25FY22 – Increase. Effective the first payroll period in January 20252022, all eligible bargaining unit employees shall receive a ~~five and one halvesix~~ percent increase in pay by moving the range ~~three and one halffour~~ 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 5.5%6.0% increase in their base salary.

FY26FY23 – Increase. Effective the first payroll period in January 20262023, all eligible bargaining unit employees shall receive a ~~four and one halvesix~~ percent increase in pay by moving the range ~~two and one halffour~~ 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 4.5%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.

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Tentative Agreement

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 ~~\$5\$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.

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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 or Capstone Students (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 ~~100%~~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 bargaining 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

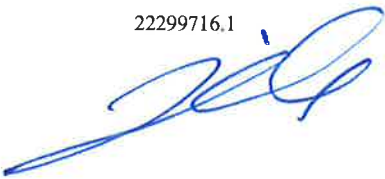
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called by bargaining unit seniority. The first person to reply shall be offered the urgent shift.

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 bargaining 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 bargaining 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, or at the earliest possible time thereafter.

14. Sign-On Bonus. 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. This section expires upon expiration of the 2023-2026 CBA.

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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 ~~on 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.

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Tentative Agreement

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.

When the PMC-designated holiday falls on a Saturday, the PMG clinics, Infusion Center, and Surgical Services will be closed the preceding Friday. When the PMC-designated holiday falls


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on a Sunday, the PMG clinics, Infusion Center, and Surgical Services will be closed the following Monday.

Bargaining unit employees who cannot work on a holiday because of an office or unit closure will be charged CTO, except that they may elect to take up to four (4) days unpaid.

MOA: During 2023, PMC will continue to treat the Day After Thanksgiving as a closure date where that has happened in the past. PMC agrees to give 12 months' notice prior to changing this practice.

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Article 310 – Clinical Advancement Program

* * * *

Committee process for making changes to qualifying activities and/or points:

- Proposals for changes will be made at the committee level
- The CAP Committee will make a shared decision to accept the proposed change. Acceptance requires at least two votes from Union representatives and two votes from management representatives. The facilitator is not eligible to vote.
- A CAP Committee member will bring the proposed change to the next scheduled PMC Labor Management Committee meeting for final approval.

[[Remove Category Tables from the CBA.]]

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 gross 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	\$1900 \$1500	\$950 \$750	\$950 \$750
III	22	6	Must earn points from 3 different categories	\$2500 \$2000	\$1250 \$1000	\$1250 \$1000
IV	26	9	Must earn points from 3 different categories	\$3100 \$2500	\$1550 \$1250	\$1550 \$1250

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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, marital status, 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.

 6-13-23

Jeffery here 6/13/23

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. This chart is provided as a reference guide; if there is a conflict between the chart and the actual article, the requirements in the actual article will apply.

<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>Unit and PMC Seniority</u>
<u>418</u>	<u>Layoff</u>	<u>PMC Seniority</u>
<u>NEW</u>	<u>Recall</u>	<u>PMC Seniority</u>
<u>NEW</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

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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.

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TENTATIVE AGREEMENT

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~~):
 - a. Hospital and Helen Porter:
 - A. ~~Be available to work for a minimum of 36 hours per month.~~
 - B. Be available to work one holiday between March - September and one holiday between October - February. Per diem employees may volunteer to take additional Holiday shifts past the commitment of two (2) per calendar year, but they may not be assigned to do so involuntarily in place of a FTE in rotation.
 - C. Be available to work one weekend per calendar year quarter unless committed to weekend coverage elsewhere within the organization.
 - D. Commit to being part of a call rotation for those units that utilize a call schedule.
 - E. Complete all mandatories and clinical competencies within the regular timeframes required at the location of work.
 - F. Work a minimum of 300 hours per year.
 - b. Porter Medical Group:
 - A. ~~Be available to work for a minimum of 24 hours per month.~~
 - B. Be available to work one weekend per calendar year quarter, if the clinic has weekend hours unless committed to weekend coverage elsewhere within the organization.
 - C. Commit to being placed on call when called off of a scheduled shift.
 - D. Complete all mandatories and clinical competencies within the regular timeframes required at the location of work.
 - E. Work a minimum of 200 hours per year.

A per diem bargaining unit employee will not be subject to corrective action for failure to satisfy the scheduled work requirements for lack of availability shifts throughout the year.

~~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.~~

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TENTATIVE AGREEMENT

~~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.~~

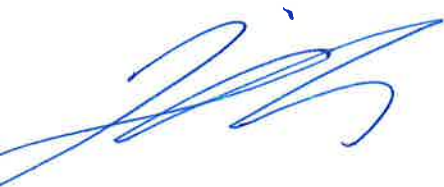
~~Per diem employees may ask for a leave of absence, not to exceed 3 months in a 12 month period.~~

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

Any committed hours nurse who requests to become a per diem in the unit in which they are currently employed, and has not been in per diem status in the past 12 months will be granted the request in accordance with Article 404, so long as there is a vacant per diem position available.

PMC agrees that each cost center with at least 5 bargaining unit FTEs shall have a minimum of one per diem position for every 5 FTEs. For HPHRC, the Memory Care, Acute Care, and Long Term Care cost centers shall count as one. For PMG, all cost centers shall count as one.

For PFNHP:



For PMC:



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 shall send an email notification of a vacant position to members of that unit or office when PMC posts the position. 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 Unit Seniority.

The change in shift or FTE shall occur as soon as possible subject to consideration for skill mix and scheduling needs (not to exceed foursix 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 Bargaining UnitPMC 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 foursix 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.

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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. Employees will not be held in their position longer than four months.~~ If denied, the manager will, upon request from the employee, provide a written explanation for the denial.



Linda Hawey

7-18-23
7/18/23

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 planed orientation program.

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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 another PMC employee who is not a bargaining unit RN or 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.

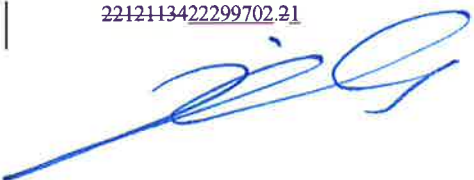
C. Tuition Assistance

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.

MOA: PMC and the Union agree to discuss opportunities to optimize the BSN program at PMC at labor management meetings if either party requests to do so.

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Tentative Agreement

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. PMC will provide de-escalation and workplace safety training to all new and existing bargaining unit employees. PMC will provide assistance with navigating the workers compensation process and a workers compensation claim shall be filed for every incident reported that involves an employee workplace injury SQSS reported. Bargaining unit employees will be provided with information concerning wellness resources, including the EAP. Employees may use EIR time immediately for any workplace injury.

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, and COVID-19. ~~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, unless required by governmental authorities.

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.

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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.

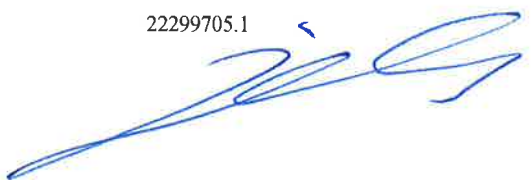
Should a bargaining unit employee be at risk due to potential exposure to an infectious agent and unable to perform the duties of their job upon recommendation of their health care provider, they shall have the right to request a special accommodation for an alternative assignment. PMC shall make every 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.

For bargaining unit employees who experience a physical assault while on duty, management and Employee Health will determine how to specifically address the employee's needs. The RN's physical, mental, and emotional health shall be considered. In such cases, critical incident debriefing will be initiated for affected bargaining unit employees.

The Union may appoint up to two (2) members to participate in the Environment of Care Committee and in the Emergency Response Committee.

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

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TENTATIVE AGREEMENT

Election Procedures Agreement

The Porter Medical Center (PMC, or Employer) and the Porter Federation of Nurses and Health Professionals, AFT-Vermont, Local 5753, AFL-CIO (PFNHP, or Union) enter into the following Election Procedures Agreement. This Agreement will commence upon ratification of the collective-bargaining agreement between the parties, and it will expire on 9/30/2026

1. Election Petition

This Agreement shall apply to any petition filed by PFNHP with the National Labor Relations Board (NLRB) for the purpose of seeking to represent additional PMC employees. PFNHP shall serve a copy of the petition on PMC at the same time it files the petition with the NLRB. The parties agree to work together collaboratively to resolve any issues regarding the petition, in compliance with all applicable NLRB legal requirements.

2. Standard of Conduct

The parties agree that the question of whether workers should be represented by the Union or not is one that employees should answer for themselves.

The Union's organizing campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Employer and/or their representatives (e.g., officers, managers, and supervisors). The Union may convey its position fairly, and may provide workers with factual information to support an informed decision. Subject to the foregoing, the Union retains the right to communicate its opinion to workers about unionization.

The Employer's communications, if any, (oral and written) shall be factual, and shall not disparage either the motive or mission of the Union and/or their representatives (e.g., officers and representatives). The Employer may respond fairly, and may provide workers with factual information to support an informed decision. Subject to the foregoing, the Employer retains the right to communicate its opinion to workers about unionization.

Neither the Union nor the Employer shall use consultants or other representatives or surrogates to engage in activities inconsistent with these rules of conduct. No Employer, officer, manager, supervisor, designee or agent shall provide assistance to any individual or group who may wish to pursue an anti- or pro-union campaign, including use of employer time, property or resources.

After execution of the Stipulated Election Agreement, the Employer agrees that it will not hold any captive audience meetings, defined as a meeting called by management with

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TENTATIVE AGREEMENT

required employee attendance for a purpose of discussing issues relating to union organizing or the election. Nothing in this Agreement shall prevent supervisors, managers, or other employer representatives from responding in a manner consistent with the spirit and letter of this agreement to questions from employees.

Employer representatives will not inform or imply to eligible voters that they will lose benefits, wages or be subject to less favorable working conditions by unionizing.

No worker shall have his/her right to determine whether or not to be represented by a Union abridged in any manner by reason of his/her citizenship or immigration status.

Neither party will engage in any conduct that is unlawful under the National Labor Relations Act. All activities by either party subject to these provisions shall be carried out in a manner so as to not disrupt patient care or otherwise interfere with the operations of the Employer.

3. Orientation/Training

All supervisors, managers, and Union organizers who are involved in an organizing campaign at the Employer's facility are expected to be familiar with the terms of this Agreement and the need for mutual respect, the importance of both parties' compliance with the Standards of Conduct provisions, and the goal of rapid, cooperative problem-solving where incidents of alleged violations occur.

4. Rapid Response Team and Enforcement

The Employer and the Union shall each designate a representative with decision-making authority to resolve complaints about alleged violations of the Agreement. Alleged violations may include, but are not limited to, cases where the Employer or Union engages in speech or activity that violates the spirit or letter of this agreement. If one party believes that the other party has violated these standards, within twelve (12) hours of the alleged violation, or as soon as reasonably possible thereafter if the fact of violation was not discoverable within that time period, the complaining party shall state the complaint in writing and submit it to the other party's designated representative. The parties shall have a direct conversation within twelve (12) hours to try to resolve the issue. When the parties agree that a violation has occurred, and it is possible to correct, the parties shall hold a joint meeting with the affected employee(s) to correct the problem immediately.

5. Post-Certification Access and Communications

In the event one or more units certify the Union as their representative at a facility, the Employer will recognize a reasonable number of duly designated delegates in each such unit and instruct supervisors to meet with them in a good faith effort to resolve

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grievances or disagreements, which may arise pending settlement of the contract. During this post certification time period, Union access shall be governed by pertinent provisions of the existing collective bargaining agreement between PFNHP and the Employer. This provision shall survive termination of this Agreement.

For PFNHP:



For PMC:

