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CVHU 1-31-2024

1. Preamble

This Agreement is made and entered into as of _____ by and between Central Vermont Medical Center ("CVMC" or the "Employer") and the Central Vermont Healthcare United, AFT Vermont, AFL-CIO Local ____ ("CVHU" or the Union). The terms "bargaining unit employee," "employee," and "employees" used in this Agreement shall refer to the employees in the bargaining unit set forth in this Agreement's article, "Recognition."

~~The Hospital~~ CVMC and CVHU recognize that the Hospital's first responsibility is to provide safe, quality patient care for patients and residents. It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to promote and further harmonious and productive labor-management relations, to act in a manner to assure mutual respect and dignity.

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Chelsea Davis 4/12/24
VP PT Case Services +CWO 4/12/24

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Matthew [unclear] RN
VP A. Care Sec/Kwo
4/19/24

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4/19/2024

CVMC 04/18/2024
Counterproposal
Nurses/Techs

Article 2 - Recognition

1. CVMC recognizes Central Vermont Healthcare United, AFT Vermont as the sole and exclusive bargaining representative with respect to the terms and conditions of employment for the following units:

a. All full-time, regular part-time, and per diem registered nurses employed by CVMC, in the positions at the time of the agreement (listed in Appendix A), who work at CVMC facilities in and around Berlin, Vermont, as defined below, and working remotely. These employees constitute the nurses bargaining unit.

The nurses bargaining unit excludes APRNs, ANC Leads, ANCs, Clinical Nurse Coordinators, Care Coordinator II, Clinical Practice Managers, Clinical Practice Manager LPNs, Consulting Temp Nurse Directors—NE, Consulting Temp Nurse Leaders, Director Nursing Education & Workforce Development, Director Clinical Nursing Services — WDR, Employee Health Nurses, Employee Health Nurse Leads, Infection Prevention RNs, IV Team Leads, MDS Managers, Nurse Auditors, Nurse Directors, Nurse Managers, Utilization Review Nurses, Network CDIS Educator Ambulatory, Cardiac Rehab Operations Supervisor, Quality Improvement Consultants, Lead Care Coordinators, Network EPIC Clin App Analysis Senior RNs, Clinical Doc Improvement Specialist — RN - NE, MDS Coordinator — NE, non-professional employees, physicians, all other professional employees, business office clerical employees, skilled maintenance employees, managerial employees, confidential employees, guards, and supervisors as defined in the Act.

b. All full-time, regular part-time, and per diem technical employees of CVMC in the positions listed at the time of the agreement (listed in Appendix B), who work in CVMC facilities around Berlin, Vermont, as defined below, and working remotely. These employees constitute the technical bargaining unit.

The technical bargaining unit excludes other non-professional employees, physicians, business office clerical employees, skilled maintenance employees, confidential employees, managerial employees, guards, professional employees and supervisors as defined in the Act.

2. Work locations will be defined as follows:

- a. Hospital – the CVMC main campus at 130 Fisher Road, Berlin, excluding any medical group practices.
- b. Woodridge – Woodridge Rehabilitation and Nursing at 142 Woodridge Drive, Berlin
- c. Practices – all of the following medical group practices:

Cardiology	130 Fisher Road	Berlin
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CVMC 04/18/2024
 Counterproposal
 Nurses/Techs

Dermatology	130 Fisher Road	Berlin
Endocrinology	130 Fisher Road	Berlin
Hematology & Oncology	130 Fisher Road	Berlin
Infectious Disease	130 Fisher Road	Berlin
Neurology	130 Fisher Road	Berlin
Pulmonology	130 Fisher Road	Berlin
Rheumatology	130 Fisher Road	Berlin
Urology	130 Fisher Road	Berlin
Women's Health	130 Fisher Road	Berlin
Family Medicine - Waterbury	130 South Main Street	Waterbury
Orthopedics Center	76 McNeil Road, Suite 2	Waterbury
Orthopedics & Sports Medicine	76 McNeil Road, Suite 2	Waterbury
Orthopedics & Podiatry	76 McNeil Road, Suite 2	Waterbury
Occupational Medicine	76 McNeil Road, Suite 2	Waterbury
Express Care	1311 Barre-Montpelier Road	Berlin
Orthopedics & Sports Medicine	1311 Barre-Montpelier Road	Berlin
Orthopedics & Podiatry	1311 Barre-Montpelier Road	Berlin
Orthopedics & Spine Medicine	1311 Barre-Montpelier Road	Berlin
Integrative Family Medicine - Montpelier	156 Main Street	Montpelier
Adult Primary Care - Barre	225 South Main Street	Barre
Adult Primary Care Hem/Onc - Berlin	246 Granger Road	Berlin
Family Medicine - Berlin	246 Granger Road	Berlin
Occupational Medicine	244 Granger Road	Berlin
Pediatrics Primary Care - Berlin	246 Granger Road	Berlin
Family Psychiatry	82 East View Lane	Berlin
Family Medicine - Mad River	859 Old County Road	Waitsfield
Green Mountain Family	87 Paine Mountain Drive	Northfield
Norwich University Health Services	63 Crescent Avenue	Northfield

3. References to the Union throughout this Agreement refer only to the bargaining units described in this Agreement. Unless the context clearly requires otherwise, throughout the Agreement, the terms "Employee" and "bargaining unit employee" are used interchangeably to refer to those covered in this Agreement.

APPENDIX A, Nurses Bargaining Unit Classifications List:

IV Access Nurse, RN Lead Office/Lead Norwich RN, Oncology Office RN, RN Stroke Program Coordinator, Rational Oncology RN, RN Diabetes Educator Certified, Central Nurse Educator, Nurse Educator, Nurse

~~Deleted: RNs who occasionally work as ANCs,~~
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CVMC 04/18/2024

Counterproposal

Nurses/Techs

Educator – Programs, Wound Care RN, RN, Norwich RN, Office RN, Cardiology Stress Lab RN II, Lactation Consultant, MAT RN (Spoke), Medication Reconciliation RN, Oncology Infusion RN, VMNG RN Case Manager, Clinical Coordinator II

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APPENDIX B, Technical Bargaining Unit Classifications List:

7On-7Off Certified CT Technologist, 7On-7Off Radiologic Technologist, Cardiovascular Technician, Certified CT Technologist, Certified Nuclear Technologist, Certified Occupational Therapy Assistant, Certified Occupational Therapy Assistant Leads, Certified Sonographer I, II & Senior, CSR Technician, Echocardiographer, ED Technician I, II, & III, EEG Technician, IS Tech II, Licensed Physical Therapy Assistant, Licensed Practice Nurse (LPN), LPN/Ws, Mammography Technologist, MRI Technologist, MRI Technologist Apprentice, Office LPN, Pharmacy Operations Business Analyst, Pharmacy Sterile Compounding Lead, Pharmacy Tech II, III & IV, Radiologic Technologist, Registered Respiratory Therapist I, II & III, Sonographer Associate, Certified Surgical Technologist, Surgical Technologist, Surgical Technologist In-Training, Surgical Technologist 1st Assist

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VP AF-Care Src/CWO
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Nurses/Techs

CVMC's 4/19/24 counterproposal on Check-Off / Union Security is contingent on the Union's acceptance of CVMC's 04/18/24 Management Rights Proposal

Article 3. Check-Off / Union Security

A. The Employer and the Union recognize the right of any employee to become and remain a member of the Union or to refrain from becoming and/or remaining a member of the Union, and neither party will interfere with any employee in the exercise of that right.

B. Each employee 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 Union or pay a service fee to the Union. 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 Union requesting their discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered.

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If a bargaining unit employee's primary job location is in a jurisdiction where union security clauses are not permitted by law, the provisions of this Section will not apply to that employee. In the event the application of such provisions become permissible in such jurisdiction during the term of this Agreement, the union security provisions in this Section will become applicable to the bargaining unit employee as of that date.

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

D. The Union shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for Union Dues, Initiation Fees and/or Agency Service Fees in writing to the Employer on an annual basis. The designations cannot be changed during the calendar year for which they apply.

E. Upon receipt of a written authorization signed and dated by a bargaining unit employee on a form approved by the Employer, the Employer shall deduct, from the bargaining unit employee's pay, the appropriate Union Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to the Union 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 Union and/or Employer. Said revocation shall be in effect on the date of receipt by the Union or Employer or the day after the revocation is mailed to the Union or Employer, whichever is sooner.

F. Deductions shall be made based on the bargaining unit employee's pay cycle.

04/19/24 CVMC
Counterproposal
Nurses/Techs

G. The Employer 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 Union Dues, Agency Service Fees or Initiation Fees to be deducted.

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

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

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

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Matthew [unclear] RN
VP Pt. Care Svc/CWO
4/19/24

[Signature]
RN BSN
4/19/24

CVMC 4-18-2024
Second Counterproposal
Nurses/Techs
Economic Package

Article 4: Union Access

A. The Union may reserve rooms at the Hospital for union meetings as space is available., and such requests will not be unreasonably denied, provided that:

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- These meetings are not open to non-bargaining unit employees.
- Such on-site meetings will not address the organizing of additional units, the expansion of the current unit, or strike issues.
- No one shall attend such meetings on work time. Bargaining unit employees may attend during their break time.

B. The Employer and the Union will designate mutually agreeable sites where the Union can install one reasonably sized bulletin board (or other type of space) per physical location where employees work. In addition, there will be a locked bulletin board outside the cafeteria at the Hospital and at Woodridge. Such bulletin boards will be located in an employee break room area, or in a location to be mutually determined by the Union and the Employer, ~~and not any more restrictive than current practice.~~ Any locked bulletin board will at all times carry a label clearly identifying them as Union space for use and disclaiming any Employer responsibility for any matter posted on them. No notices or other materials may violate law, be personally derogatory, or demonstrably untrue. The Union will provide CVMC with copies of all posted materials prior to or at the same time as posting.

C. The Union shall have up to thirty (30) minutes to orient newly hired bargaining unit employees to the Union during orientation at a time designated by the Employer. Newly hired bargaining unit employees shall be paid for the time spent in orientation with a Union Representative. The Union will provide the Employer with copies of all materials presented to bargaining unit employees during orientation. The Union will be notified at least one (1) week in advance of the date, time and place of orientation, and be given a list of employees including:

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- Deleted: CVHU

- Name
- Home email
- Work email
- Cell Phone (if available, home phone if not)
- Department
- Job title

CVMC 4-18-2024
Second Counterproposal
Nurses/Techs
Economic Package

E. The Employer will reimburse bargaining unit employees up to a combined total hours at the bargaining unit employee's base pay rate (not including other payments such as differentials) for Union activities related to this bargaining unit, such as investigation of grievances, training for grievance representation, collective bargaining, and Weingarten representation, in the following amounts:

First year of the contract	200 hours
Second year of the contract:	200 hours
Third year of the contract:	400 hours

Up to 100 unused hours in any fiscal year will be added to the total of the next fiscal year. ~~Unused hours in any year will be added to the total of the next year up to a maximum of 500 total hours.~~ The time must be coded as Union Time for payroll purposes and will not be used to calculate overtime rate. All requests for Union Time must be submitted by the Union to the representative designated by the Employer. Union Time is not considered work time for any purpose including calculation of overtime, night, or weekend incentive payments.

F. The Union may request that a bargaining unit employee may take unpaid time off to participate in arbitration related to this Agreement. Such requests will not be unreasonably denied.

G. The Employer will allow the Union up to three officers to reduce their hours, and such requests will not be unreasonably denied. The Employer will restore the officials to the same position and schedule/shift upon completion of the union leave without loss of Cost Center or CVMC Seniority, so long as they work in an area with at least 10 committed hours bargaining unit employees. If the work area has less than 10 committed hours bargaining unit employees, the union official shall be offered the next vacancy within the area, subject to any other legal obligations.

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Matthew [Signature]
VP Pt. Care Svc KWO
4/19/24

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4/19/24

CVMC 04/18/24
Counterproposal
Nurses/Techs

Article 5 - Information

1. The Employer shall electronically provide the Union at least quarterly a working Excel file for each of the nurse and technical employee bargaining units with the following information on all employees and positions:

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- CVMC ID
- Name (Last Name, First Name)
- Company Dt
- Birthdate
- Address 1
- Address 2
- City
- State
- Postal
- Max Phone
- CVMC Email address
- Sum StdHrs
- Empl Record
- Job Code
- Job Title
- Dept ID
- Dept
- Dept Date
- Pay Status
- Full/Part
- Stnd Hrs/Wk
- Shift
- Hrly Rate
- Step
- Supervisor Code Number
- Supervisor
- Location Descr
- Location Address, Municipality, State and Zip Code
- Union Code

- FLSA Stat

2. The Employer shall electronically provide the Union on the Wednesday before the following Monday's New Employee Orientation, a working Excel file with the following information on all New Hires and employees transferring into one of the Bargaining Units.

Deleted: Hospital
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- CVMC ID

CVMC 04/18/24
Counterproposal
Nurses/Techs

- Name (Last Name, First Name)
- Job Code
- Job Title
- Dept ID
- Location Descr
- Union Code
- Work email
- Home email
- Mobile phone (or home phone if no mobile phone)
- Home address

3. The Employer shall electronically provide the Union on a monthly basis, working Excel files with:

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a. Dues report(s):

- CVMC 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)

b. Change Information:

1. New Hires and employees transferring into one of the Bargaining Units

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- CVMC ID
- Name (Last Name, First Name)
- Company Dt
- Birthdate
- Address 1
- Address 2
- City
- State
- Postal
- Max Phone
- CVMC Email address
- Sum StdHrs
- Empl Record
- Job Code

CVMC 04/18/24

Counterproposal

Nurses/Techs

- Job Title
- Dept ID
- Dept
- Dept Date
- Pay Status
- Full/Part
- Stnd Hrs/Wk
- Shift
- Hrly Rate
- Step
- Supervisor Code Number
- Supervisor
- Location Descr
- Location Address, Municipality, State and Zip Code
- Union Code
- FLSA Stat

II. Change to any of the above fields:

- Last Name changes (i.e., marriage and divorce)
- Cost center changes
 - Effective date of all changes and sequence indicators for individuals with multiple same day/field changes
- Pay Status Changes
- Changes to Authorized Hours
- Job Title Changes (e.g. staff nurse I to staff nurse II)
- Change of primary or secondary bargaining unit department
- Hired into an additional job
- Unit Hire Date (date change is effective)
- Authorized Hours
- Full/Part/Other Status
- Shift
- Job Code/Job Title
- Department/Cost Center
- Location/Location Address, Municipality, State and Zip
- Hourly rate
- Hourly or Salaried
- Change of Address/Phone/CVMC Email
- Change of shift
- Change in hourly rate
- Change in Step
 - Change of job title and corresponding change in exempt vs. non-exempt status if necessary

CVMC 04/18/24
Counterproposal
Nurses/Techs

III. Leaving one of the bargaining units (i.e., took non-bargaining unit job)

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- Old info
- Effective Date

IV. Terminations

- Effective Date
- CVMC ID #
- Name (Last Name, First Name)
- Job Title
- Status in that job title
- Department
- Cost Center
- Was this the primary job?

V. Retired

- CVMC ID #
- Name (Last Name, First Name)
- Effective Date
- Department
- Cost Center
- Hourly Pay Rate

VI. Leaves of Absence

- CVMC ID #
- Name (Last Name, First Name)
- Type of Leave
- Effective date of Leave

VII. Short and Long Term Disability

- CVMC ID #
- Name (Last Name, First Name)
- Type of Disability (short term- long term)
- Type of Disability (intermittent – fully out of work)

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VP PT case Suc/BNO
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Article 6 – Management Rights

The Union agrees that, except as these rights may be otherwise specifically limited in this Agreement or any applicable law, the Employer has both legal responsibility and sole right to take any and all action as it may deem proper with respect to the management of its business, including, but not limited to, the right to determine mission and budget; to plan, direct and control its operation; to maintain efficiency at its facilities; to hire bargaining unit employees; and to discipline and discharge bargaining unit employees for just cause.

Except as limited by express provisions of this Agreement, the Union and CVMC agree that all rights, powers or responsibilities of CVMC, existing before the execution of the Agreement, are retained by CVMC and that these rights, powers and responsibilities shall belong solely and exclusively to the Employer during the term of this Agreement, including, but not limited to the rights to:

- manage the Employer's business and property;
- determine the standards of service to be provided and standards of productivity and performance of its bargaining unit employees;
- determine teaching and other professional standards and methods;
- determine the size and composition of the work force, including the utilization of contract/agency employees;
- determine educational standards;
- decide the number and location of offices, buildings, facilities and physical plant;
- decide the quantity and type of equipment to be used in its operations, and determine the speed of such equipment;
- determine the content of job classifications;
- promulgate rules and regulations;
- select supervisory and managerial employees;
- contract out work;
- determine the time for work, staffing patterns and work areas;
- determine the method and place of performing work, including the introduction of improved production methods or facilities;
- relocate work;
- determine the scheduling of work and work breaks;
- determine whether work shall be performed by bargaining unit employees or others;
- establish standards of quality and quantity for work to be done;
- determine whether any part of the whole of its operations shall continue to operate;
- establish, change, or abolish any classification or service;
- maintain order and efficiency in its facilities and operations;
- discharge probationary employees;
- determine the duties of bargaining unit employees;
- hire, layoff, assign, transfer;
- determine the qualifications of bargaining unit employees;
- promote bargaining unit employees;
- discipline, demote, suspend or discharge bargaining unit employees for just cause;
- determine the starting and quitting times;
- require overtime;

CVMC 04/18/24

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Nurses/Techs

- determine the number of hours to be worked;
- subcontract work; and
- take whatever actions may be necessary to carry out CVMC's mission during emergencies.

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Article 7 – Non-Discrimination

CVMC and CVHU agree not to harass or discriminate against any employee because of race, color, religion, national origin, sex, sexual orientation, gender, gender identity or expression, pregnancy, ancestry, place of birth, age, disability, physical or mental condition, HIV status, military service or status as a military veteran as defined under applicable law, marital status, political views, protected union activities/membership, genetic information, health coverage status, assertion of or attempt to assert a claim for workers' compensation benefits, exercise of rights under parental and family leave laws, citizenship status among those lawfully able to work, or crime victim status, as these terms are defined under applicable law or on any other characteristic protected by law. The parties further agree that if any State, federal, or local law applicable to bargaining unit employees is amended to include additional protected characteristics, those additional protected characteristics shall be considered incorporated into this Article.

~~CVMC will provide training for all employees (including non-bargaining unit employees at CVMC) on responding to discriminatory acts or statements made by patients or other employees. In person or remote interactive sessions will be available for these trainings.~~

Matthew Starks
VP Pt. Care Services / CNO
2/15/2024

Matthew RN
2/15/2024



 VP PT Care Svc/cno

 4/19/24

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 4/19/24

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 Nurses/Techs

Article 8 – Employment Status

A. Definitions

1. Full-time:

• Bargaining unit employees with authorized hours between seventy-two (72) and eighty (80) hours per two-week pay period.

2. Part-time: Bargaining unit employees with authorized hours between sixteen (16) and less than seventy-two (72) hours per two-week pay period.

3. Per diem: Bargaining unit employees hired to work on an “as needed” basis in compliance with requirements outlined in any provisions in this Agreement on per diem employment.

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B. A bargaining unit employee’s employment status will not change more frequently than once every six (6) months absent approval of the appropriate director who oversees the area where the position is located, or their designee. Adding, dropping or adjustments to a secondary position does not constitute a change in employment status for purposes of Section B of this Article.

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Sanku Rao
4/19/24

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CVMC counter to CVHU 4-19-2024 3:15am

Article 9 Per Diem Employment

A. Request to go per diem. Any committed hours employee, who requests to become a per diem in the unit that they are currently employed in may do so and shall not be unreasonably denied, so long as there is a vacancy (or, in Express Care or Primary Care Clinics if the cost center does not have at least 1 per diem per 5 bargaining unit FTEs) and the provisions of Article 12 are followed.

B. Education and Training. If a per diem employee fails to complete any orientation, training, or mandatory education requirements in their cost center by any prescribed due date, this may result in the cancellation of scheduled hours and correction action, up to and including termination of employment.

C. Minimum Scheduled Work Commitments.

1. Any cost center with existing minimum availability or scheduled work commitments at the time of ratifying this Agreement will remain in place until October 1, 2024. Within one month of ratification, the parties will meet to discuss and sign off on the current minimum work commitments in each unit.

2. Effective FY25 (October 1, 2024), a cost center that utilizes or anticipates the need for per diem employees may establish or change the minimum scheduled work requirements through the staffing committee mutual agreement between the employees of the cost center and management. Such changes shall not be changed more than once annually.

~~Within one month of ratification of the agreement, the parties will sign off on the existing minimum requirements.~~

3. Any minimum scheduled work commitments may include expectations as to total hours worked, minimum shifts per month, holiday or weekend requirements, and/or on-call requirements, except that in no event may a cost center agree to a requirement that a per diem employee work more than one (1) holiday or be subject to a minimum total hours commitment greater than three hundred (300) worked hours each fiscal year.

4. In any cost center with minimum scheduled work commitments, the following criteria shall apply:

a. All hours worked (including hours worked in required education and training) by a per diem employee in that cost center shall count towards minimum requirements.

b. A per diem employee will not be subject to corrective action for failure to satisfy any minimum requirements for lack of available shifts or because the employee had an

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excused absence or legally protected time away from work that impacted their ability to meet their minimum requirements.

c. Prescheduled shifts that are canceled as a result of staffing adjustments will count toward any minimum requirements.

d. Any minimum requirements will be prorated during the first fiscal year in a per diem position.

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Deleted: Float Pool, Pharmacy: 3 shifts every 3 months

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Article 10 – Probationary Period

The first one hundred twenty (120) days of employment at CVMC for a new bargaining unit employee will be considered a probationary period during which they may be disciplined or terminated without recourse to grievance and arbitration. Extensions beyond the probationary period shall be determined by mutual written agreement between the Union, the employee, and the Employer.

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VP Pt. Care Section
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Article 10A – Orientation/Training

A. Employee Training.

1. Employees will be provided all necessary training on procedures, equipment, and any other requirement of an assignment. If CVMC introduces new patient procedures or equipment, all affected employees shall be provided appropriate training prior to the introduction of the new patient procedures or equipment. Employees agree to complete assigned training. Hours spent in training will be worked hours.

2. CVMC will provide interactive training for all employees on responding to acts or statements that violate this Agreement's article on Non-Discrimination and other CVMC policies on harassment, discrimination, and retaliation.

B. Preceptor Training.

1. Preceptors are bargaining unit employees assigned by CVMC to precept: (1) new bargaining unit employees during their orientation period; (2) contracted staff; and (3) senior practicum nursing students. CVMC will assign preceptors based on skill and ability. All employees fulfilling the role of preceptor will be required to attend any established CVMC preceptor training. The hours spent in the training program will be worked hours. Preceptors shall be eligible for the preceptor differential outlined in this Agreement's article on Differentials.

2. The Employer will work toward each unit/clinic/department and/or cost center that provides direct patient care, CSR, and Pharmacy, ~~having~~ ~~should have~~ at least one trained preceptor, and at least two trained Preceptors if their cost center has 10 or more FTES.

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3. The Preceptor training will be offered at least every other month, and may be offered more than once a month if there is a wait list.

3. An available bargaining unit preceptor who has appropriate skill and ability as determined by CVMC, will be given preference for precepting over a non-bargaining unit employee or traveler.

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C. Departmental orientation/training plan.

1. Each department and/or cost center will collaborate with their manager or supervisor to develop their department/cost center orientation/training plan, including provisions for orienting contracted staff, new employees and experienced employees. The orientation plan may have an additional training plan for new graduates.

2. **Altering orientation/training plan.** The orientation/training plan for each employee will not be extended or shortened, by the manager or supervisor without discussion with the employee in collaboration with the preceptor, the educator, or the employee providing training.

D. Protection from independent work.

1. Employees undergoing their orientation/training plan shall not be given a full patient assignment, or expected to work fully independently (without preceptor, educator, and/or employee providing training) unless they have successfully completed the competencies of their orientation/training plan that are required by the assignment. Daily assignments will be adjusted according to employees' completion of their orientation/training plan.

2. Orientees will not be counted in a staffing plan.

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E. Ongoing training support. CVMC acknowledges that any employee, on orientation or after completion of orientation, who receives disciplinary action for a clinical error should be provided appropriate training, or education as necessary to avoid future errors, unless the employee is terminated.

F. Mandatory Education.

1. Employees shall complete all mandatory education programs by any assigned deadline. Employees are encouraged to attend any applicable voluntary educational programs, with prior approval from their manager.

2. With prior approval for scheduled time from their manager, bargaining unit employees may complete mandatories off-site and such scheduled time will be paid.

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4/19/24

CVMC 04/17/24
Counterproposal
Nurses/Techs

Article 11 - Seniority

A. Definition

1. CVMC Seniority shall be defined as employment with CVMC or any of its predecessor organizations from the date of hire.
2. Cost Center Seniority shall be defined as employment in a specific cost center in a non-management position (nurse or tech), added to CVMC Seniority. CVMC will maintain the Cost Center and CVMC Seniority lists. The Union will have regular access to the lists.
3. Network Seniority shall be defined as employment with any partner organization of the University of Vermont Health Network from the date of hire.
4. *[add table after final agreement on all articles that mention seniority]*

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B. Loss of Seniority

1. An employee will lose CVMC and Cost Center Seniority when the employee is terminated voluntarily, involuntarily, or laid off.
2. An employee will lose Cost Center Seniority when the employee transfers from one cost center to another cost center or takes a non-bargaining unit position.

C. Restoration of Cost Center Seniority

Employees who leave a cost center or take on a non-bargaining unit position within that cost center, but return to a bargaining unit position within that cost center within one year shall have their Cost Center Seniority restored. Seniority for this purpose will be seniority at the date of last separation from the cost center or transfer to a non-bargaining unit position. The parties may agree to extend the one-year time limit on a case-by-case basis.

D. Restoration of CVMC Seniority

Employees who return to work at CVMC within one year shall have CVMC Seniority restored. Seniority for this purpose will be seniority at the date of termination. The parties may agree to extend the one-year time limit on a case-by-case basis.

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Article 12 - Vacancy / Open Shift / Job Posting

A. Definition

A vacancy is defined as a newly created position or a position that becomes vacant due to an employee leaving the position, or newly opened shifts.

B. Filling Vacancies or Newly Opened Shifts From Within a Cost Center

The purpose of this section is to facilitate the opportunity for CVMC to fill vacancies, or newly opened shifts, within a cost center in the employee's job classification.

This section may not be utilized to change individual work assignments within the same shift or schedule, unless expressly permitted by the cost center.

Employees may be granted the opportunity to apply within their cost center for vacancies, or newly opened shifts, in their job classification if the employee requesting a change has submitted a Preference Card to their immediate supervisor by e-mail. Preferences may include:

- Increase number of hours
- Length of shift (~~8, 10, 12 hours~~)
- Shift starting time
- Preferred shift
- Preferred block
- Weekend scheduling
- Other preferences identified by a cost center to address its specific needs

A list of Preference Cards submitted by employees will be maintained in the cost center and will be readily available for employees to review. This list will be updated after any Preference Card is submitted.

Qualified employees who have submitted a Preference Card at least 8 weeks before the supervisor is notified in writing of the impending vacancy, or newly opened shift, shall have first consideration for filling vacancies, or newly opened shifts, within their cost center and job classification. Preference Cards will be honored on the basis of Cost Center Seniority, first among those cards submitted at least eight weeks in advance, and second among all other cards. The qualified employee with the highest Cost Center Seniority will be offered the change and then the second highest, until the change is complete.

Nothing in this section would preclude a unit from working together to create a schedule that works for all employees.

If following this process does not fill the vacancy and if the manager chooses to fill the vacancy it may be submitted to Human Resources for posting to candidates outside the cost center.

C. Filling Vacancies From Outside a Cost Center

In the event CVMC decides to fill a vacant position, a notice of such vacant position shall be posted. Positions shall be posted for a minimum of seven (7) consecutive days. An employee desiring to apply for a posted position in a different cost center may do so by filing an electronic application.

CVMC may begin considering applications or interviewing for a vacant posted position immediately.

~~Qualified employees shall have first consideration for filling vacancies, including promotions.~~

Selection for vacant positions, will be based on the qualifications necessary to meet the position's requirements. Such qualifications include, but are not limited to, whether orientation in the cost center or department has already been completed, relevant experience, competencies, and performance, including quality of practice, training, and education.

Employees who have active discipline or an unsatisfactory evaluation in their file will not be blocked from having their applications forwarded to the hiring manager when they meet the other qualifying criteria set forth in this article.

Where relevant skill, training, ability, prior performance and experience are equal, the employee with the greatest ~~hospital-CVMC~~ seniority shall be selected.

An employee will work at least six (6) months in a position before being eligible to transfer to another position, unless the ~~director management representative~~ who oversees the department or their designee grants an exception. "Position" is defined as a given job code in a given department. A change in hours or shift within the same cost center or adding or dropping a secondary position does not constitute a change of position. The six (6) month requirement does not apply to movement between levels of the same job title ~~(e.g. Staff Nurse II to Staff Nurse-III promotions)~~.

If an employee fills a vacancy in another cost center pursuant to this Section, the first ~~ninety-one hundred twenty (9120)~~ days in their new position shall be considered a trial period. At any point during the ~~one hundred twenty ninety (1290)~~ day trial period, the employee may choose ~~or CVMC may require that employee~~ to return to their original cost center if a vacant position in the same job code is available. The requirement to work at least six (6) months in a position will not apply in cases where the employee chooses to return to their original cost center during their ~~ninety-one hundred twenty (9120)~~ day trial period.


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CVMC 04/19/24
Counterproposal
Nurses/Techs


IS tech
19 April 2024

Article 14 – Job Security

A. Job Erosion. The Employer agrees not to utilize supervisors, agency employees, and/or other non-bargaining unit employees to perform bargaining unit work in such a manner that results in layoffs of bargaining unit employees or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.

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B. ~~The Employer maintains the right to assign and re-assign bargaining unit employees in the position of IS Technician II to work on an IT shared service team anywhere within the University of Vermont Health Network. Non-CVMC IT employees may perform work at CVMC, including work performed by the IS Technician II, as long as such work does not result in the elimination of bargaining unit positions, or permanently replaces or reduces the hours of bargaining unit IT employees. The Union waives any objection to non-CVMC IT employees performing such work at CVMC. The Union agrees that the performance of such work by non-CVMC IT employees shall not be used as a reason to include such positions in this bargaining unit.~~

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C. Job Functions. ~~The Employer and the Union~~ recognize the value of the work done by the employees covered by this contract. The parties also recognize the need for all employees to work collaboratively to deliver the highest quality, cost-effective patient care and service excellence. Therefore, ~~CVMC shall strive to provide sufficient support staff such that~~ bargaining unit employees will not be regularly required to do ~~work outside their regular job duties or the functions set forth in the employee's job description, unless required for CVMC's patient or operational needs, in which case, that work will be performed on an as-needed basis.~~

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Counterproposal
Nurses/Techs

Article 15 – Work Preference

Preference for available bargaining unit work shall be given to bargaining unit employees over Agency staff nurses/employees. Bargaining unit work shall not include preference for individual patient assignments. Agency staff nurses/employees may be utilized for:

- (i) covering a leave of absence;
- (ii) posted, unfilled vacancies;
- (iii) until a new staff member the new candidate has completed unit orientation;
- (iv) unanticipated staffing or patient demand fluctuations on a temporary basis; or
- (v) performing work requiring skills or expertise not available from current employees, as long as CVMC makes a good faith effort to offer training in those skills or expertise to current qualified employees.

~~Agency contracts may be renewed so long as one of the above restrictions remains satisfied. Agency staff nurses/employees shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions.~~

~~or to utilizing an Agency staff nurse employees for any of the above criteria, CVMC will offer the temporary assignment to any qualified per diem or part time employee pursuant to Article 23.~~

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Margaret Stecker 4/12/2024

Matthew [Signature] 4/12/2024
VPA Care Services / CNO

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VP Pt Care Svcs / CNO
4/18/24

4/18/2024

Article 16 – Layoff/Furlough/Reduction in Hours

A. Decision to Effect – Layoff, Furlough, or Reduced Hours

1. CVMC recognizes that layoffs, furloughs, or reduction in hours have a significant impact on employees. Accordingly, CVMC will exercise its right to layoff, furlough, or reduce bargaining unit employee hours only where there are no other reasonable alternatives, and CVMC may only furlough or reduce bargaining unit employee hours upon a State or federally declared emergency, in the event of other emergent circumstances that cease or significantly limit CVMC's normal business operations, or with the mutual agreement of the Union.

2. For purposes of this article, a layoff is a full separation of employment or permanent reduction in hours. A furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their employment status, benefits and seniority, together with an actual or anticipated return to work date.

3. In cases where circumstances necessitate a layoff of bargaining unit employees, a furlough, or a reduction of hours, CVMC shall, except in unforeseen emergency or disaster circumstances, notify the Union in writing a minimum of fifteen (15) calendar days in advance and specify the positions so affected. At the request of the Union, CVMC shall meet to discuss the layoff, furlough, or the reduction, and explore alternatives.

B. Layoffs/Furloughs. CVMC shall determine the cost center, position, shift and number of FTEs or portion thereof. In such cost center, any layoff, furlough, or reduction in hours shall be done in reverse order of CVMC Seniority, in accordance with the procedure below. If two (2) or more bargaining unit employees have exactly the same CVMC Seniority, the selection shall be made using Cost Center Seniority. CVMC may, however, elect not to lay off, furlough, or reduce the hours of a bargaining unit employee with the lowest cost center seniority if the skills and abilities of that employee are required to maintain coverage in specialty areas.

Deleted: the CVMC Employee ID number
Deleted: The employee with the highest number shall be laid off, furloughed, or have their hours reduced first, and so on from highest to lowest ID number.

C. Procedure for Layoff/Furlough/Reduction in Hours

1. The use of contract employees or temporary employees in a cost center selected for layoff shall first be discontinued. In the event of a cost center selected for furlough, a contract employee 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. Then seek relevant/applicable volunteers for layoff, furlough, or reduction in hours. If there are multiple volunteers, selection will be in CVMC Seniority order (most senior to least senior), and considering skill and ability to meet the patient care needs of the unit. Volunteers shall be eligible for all vacant positions that they are qualified to perform according to the Article on Vacancy/Job Posting. Employees may propose job sharing according to the Article on Job Sharing and such proposals shall not be unreasonably denied.

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3. Employees in their initial probationary period.
4. Then employees with a written warning within the previous one (1) year will be selected for layoff, furlough, or reduction in hours. If a bargaining unit employee laid off, furloughed, or with reduced hours under this provision has their written warning overturned in the grievance process, the layoff, furlough, or reduction in hours will be rescinded, unless the employee would have otherwise been subject to layoff, furlough, or reduction under this Article.
5. Bargaining unit employees are selected in the reverse order of CVMC Seniority.
6. Laid-off or furloughed bargaining unit employees may request to work in the department as a per diem and will not be unreasonably denied. ~~remain in the department as a per diem and shall be offered work as needed. Such bargaining unit employees shall be treated like other per diem bargaining unit employees. However, laid-off or furloughed bargaining unit employees shall return to their position upon recall. Bargaining unit employees on a recall list may work as per diem while awaiting recall.~~

Deleted: CVMC may, however, elect not to lay off, furlough, or reduce the hours of a bargaining unit employee with the lowest seniority if the skills and abilities of that employee are required to maintain coverage in specialty areas and existing bargaining unit employees with higher seniority are not able to provide such coverage within 30 days.

D. Furlough Specific.

1. Furloughed employees may use accrued CTO during their furlough, but shall not be required to use any CTO. CTO may also be used to cover the employee's benefits costs, in accordance with the to Article on Combined Time Off. If CTO is not available, or if the employee chooses not to use it, the employee will make arrangements with CVMC to pay their portion of benefit costs.
2. Furloughs shall not exceed twelve weeks, unless agreed to by the employee.
3. In cases where CVMC is requesting a return from furlough prior to the employee's recall date, the following will occur:
 - a. CVMC shall first ask for volunteers. Volunteers must respond within 48 hours, and will be selected in order of CVMC seniority (most to least).
 - b. If no one agrees to return sooner than their return date, CVMC may request the least senior person to return to work within fourteen (14) calendar days from the request. Employees shall have up to fourteen (14) calendar days to report to work from receipt of the recall notice. Such time limit may be extended with the mutual written consent of the bargaining unit employee and CVMC. The recall section in this Article does not apply to furloughs.

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~~At the time of the layoff, furlough or reduction in hours, an employee may elect to fill any open position for which they meet the minimum qualifications. If an employee elects to fill an open position, they will retain recall rights to their previous position according to Section F.~~

F. Recall

Recall rights shall be granted to employees as follows:

YEARS OF SERVICE	RECALL RIGHTS
120 Days to 1 Year	Equal to time worked
1 to 2 Years	12 Months
2-3 Years	18 Months
Over 3 Years	30 Months

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During the recall period, employees shall have first preference for vacant bargaining unit positions that become available for which they are qualified. Employees shall be recalled to the position they held prior to the layoff in order of seniority. If such employees have full time employment elsewhere, they shall have up to fourteen (14) calendar days to report to work from the date of the recall notice. Such time limit may be extended with the mutual written consent of the bargaining unit employee and CVMC.

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If an employee elects to fill an open position, they will retain recall rights to their previous position according to this Section.

An employee who accepts a recall opportunity to a position with fewer hours than previously held by that employee, shall remain eligible to take the first posted vacancy in the position they had previously held prior to the layoff.

Christie Holden, RN BSN 4.19.24

Revised 4/19/24

CVMC 4/19/24 counter to CVHU 4-18-2024 5p

Article 18A – Hours of Work

A. Workweek and Pay Periods. For payroll purposes, the workweek shall begin at 7:00 a.m. on Monday and end at 6:59 a.m. on the following Monday. Pay periods are bi-weekly.

Deleted: The weekend is defined as Saturday and Sunday for day and evening staff and shifts starting Friday, Saturday and Sunday for night staff.

B. Clocking In and Out

1. Employees must record when they start and stop working using the Employer's timekeeping system. They must clock in when they start working and clock out when they stop working (except for paid meal and rest periods).

Deleted: Employee's scheduled workdays shall include rest periods, meal breaks and time to prepare for essential patient care or job responsibilities.

2. In cost centers where employees are required by the Employer's policy to change into CVMC-issued clothing on site prior to commencing work, employees will swipe in prior to changing clothes, and then swipe out at the end of their shift after changing.

3. When an employee obtains permission from their manager to clock out early because of low census, lack of work, or for early release from scheduled training time the employee may decide whether to use CTO or take time off without pay and will notify their manager/supervisor of their decision. This shall not be considered unexcused time off.

C. Meal and Rest/Break Periods

1. ~~When workload permits,~~ employees may receive one (1) consecutive fifteen (15) minute break/rest period for each four (4) consecutive hours of work. Employees will not be paid extra for fifteen minute breaks/rest periods not taken. Breaks/rest periods are considered time worked for payroll purposes. Breaks/rest periods will be coordinated according to cost center needs.

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2. Breaks/rest periods may be combined with meal periods or other breaks/rest periods with supervisor/manager approval.

3. Meal periods will be thirty (30) minutes or sixty (60) minutes without work responsibility, and ~~the Employer~~ CVMC will not change the length of the meal period for an employee on any given day without ~~consultation with~~ the employee. The payroll system will automatically deduct meal periods for employees working at least six and one half (6.5) consecutive hours. Meal periods are unpaid and ~~times~~ do not count as time worked for payroll purposes. Meal periods will be coordinated according to cost center needs.

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4. If an employee works during their meal period, and is not able to extend their meal period, the employee will be paid for time worked. When this occurs, the employee must inform their manager if they have worked during their meal period and must follow any applicable timekeeping practices.

5. Breaks and/or meal times may not be used to report to work late or leave work early, except with prior approval unless approved by the employee's supervisor/manager.

6. ~~Employees who currently elect to work without a scheduled unpaid 30-minute meal period (i.e., "straight shifts") may continue to do so.~~

8. Upon return to work after the birth of a child, and for three years thereafter, employees who are nursing mothers will be provided reasonable time to express milk during work hours. The employee and their immediate supervisor will agree on the time for these breaks. The supervisor will assist the employee in using their normal meal and rest periods to express milk to the extent possible. Time above and beyond normal meal and rest periods will be paid time. An appropriate private room will be provided where nursing women can express breast milk.

D. Time Lapse Between Scheduled Shifts

1. There will be an eight (8) hour time lapse between shifts. Less than an eight (8) hour time lapse requires the consent of the employee and the manager.

2. Two (2) days off will be scheduled following a night rotation. Less than two (2) days off requires consultation with the employee.

3. When an employee is asked by their manager/supervisor to work beyond their regular shift, and there is not an eight (8) hour time lapse between shifts, the employee shall be given eight (8) hours off from work before being required to come in to work, and will be paid up to eight (8) hours of any scheduled time that they miss. Beyond the eight (8) hours, an employee may choose to use CTO or take leave without pay. Such utilization shall not count as an occurrence under the Employer's attendance policy.

4. An employee's request to have a minimum or maximum number of consecutive shifts will not be unreasonably denied.

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Deleted: 7. Staff who are assigned an hour lunch and are unable to take one or both 15 minute breaks will only be charged for 30 minutes of an unpaid lunch (or 45 minutes if an employee takes one 15 minute duty free break).¶

Deleted: Employees have the right to take compensated break time to express breast milk for their nursing child. For three years after the child's birth, employees may take reasonable break time in addition to the breaks listed in Section 7 above each time such employees need to express milk. The Employer CVMC's- may not deny a covered employee a needed break to pump. The Employer CVMC's- must make a reasonable accommodation to provide an appropriate private space that is not a bathroom stall. ¶

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1. 8 Hour Shift¶

a. Employees will not be scheduled for work stretches of more than five (5) consecutive days.¶

b. Employees who work fifty-six (56) hours per pay period or more will not be scheduled for work stretches of less than two (2) consecutive days.¶

2. Shifts of more than 8 hours¶

a. Employees will not be scheduled for work stretches of more than four (4) consecutive days.¶

b. Employees who work sixty (60) hours per pay period or more will not be scheduled for work stretches of less than two (2) consecutive days.¶

3. Consecutive Days Worked:¶

a. For the purposes of this provision, the following will count as time worked in calculating consecutive days of work: All core shifts, all clinical time above coding, mandatory training events, unit retreats, bereavement leave.¶

b. The following will not be counted as time worked in calculating consecutive days of work: CTO taken, elective training/education events, on-call hours, non-clinical time above coding.¶

4. Employees may consent to work more or fewer shifts. Employees with approved block schedules that do not comply with these requirements do not need re-approval for each schedule. Management will need eight weeks to implement any changes to block schedules, but managers will attempt to work with the employees to implement changes sooner.¶

5. The provisions of this section E do not apply to Per Diems. ¶

... (1)

Article 18B – Staff Schedules

A. Schedules

1. The Employer agrees to create and post full-time positions wherever possible.
2. Schedules will be posted at least four (4) weeks before the start of a two or four (2 or 4) week schedule. Eight (8) weeks is the maximum number of weeks that can be posted, except ACU/Endoscopy/OR will have a 3 month schedule and continue that practice. Schedules may not be changed after posting without the written consent of the employee. CVMC is responsible for overseeing the scheduling process. All schedules will be posted in an electronic platform.
3. Block schedules, including special schedules, for employees will not be changed without consulting the employee, unless there is a valid business reason the Employer has considered reasonable alternatives, and has provided the employee with a minimum of twelve weeks notice.
4. ~~Nothing in this section shall decrease an existing practice in any cost center where employees participate in developing staff schedules, except that no existing practice shall limit the management rights set forth in this agreement.~~ Nothing in this section would preclude a unit from working together to create a schedule that works for all employees.
5. ~~Employees who work a special schedule (e.g. 8 hours instead of 12 hours) will continue to have their special schedule.~~
6. ~~The current ACU/Endoscopy sign up rotation for on-call shifts will remain the same.~~

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B. Scheduling Practices

When scheduling the following priority will be used:

1. Employees with committed hours will be scheduled first.
2. Per Diems will be offered the ability to pre-schedule shifts/hours until 2 weeks before the schedule is posted, according to the skill needs of that cost center for that shift. If two or more Per Diems with the same skill and ability request the same shift/hours, the Per Diem who has greater Cost Center Seniority will be given priority for that shift/hours.
3. Any contracted staff will be scheduled.

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Nothing in the Article impacts the ability to assign employees pursuant to the Article on Floating as needed to meet patient care needs.

(PF)

6. Secondary Position. Employees who hold a part time or full time position within the organization, and hold a secondary position in another cost center qualify to pick up hours in addition to their part time or full time position and qualify for all incentive shifts as long as they work their scheduled hours in their home cost center job position. This

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employee would be deemed as extra staff like the per diem staff, but would not qualify for the per diem differential.

7. The employer may institute a voluntary on-call may be available in cost centers that do not have on-call as a condition of employment as of the effective date of this Agreement. Cost center on-call will follow the On-Call Article and be voluntary. If a cost center utilizes voluntary on-call, a system will be developed by the cost center to fairly distribute on-call shifts.

8. Employees who are unable to come to work or to fill a scheduled on-call shift due to illness, injury, or other last-minute issues will not be required to find their own coverage.

C. Shift Rotation

1. CVMC will make every attempt to minimize shift rotation between night and day shift.

2. Prior to any shift rotation, CVMC shall seek volunteers with necessary skill and ability first. If more than one qualified employee volunteers, selection will be made on a rotating basis beginning with the employee with the greatest cost center seniority. If nobody volunteers, selection will be made on a rotating basis beginning with the least senior (based on cost center seniority) qualified employee. If the least senior employee is not qualified, the least senior qualified employee will be chosen until the least senior employee is qualified. CVMC agrees to provide training and education to help all employees become qualified within a reasonable timeframe.

D. Weekends

1. In the cost centers where there is a weekend work requirement, the normal weekend work requirement for all full-time and part-time employees is two shifts per pay period. Any cost center with different existing minimum weekend work requirement at the time of ratifying this Agreement may maintain those commitments. CVMC may change weekend work requirements in a cost center after giving at least eight (8) four (4) weeks' written notice, unless mutually agreed.

2. A weekend, for purposes of defining a weekend off and/or a weekend worked is defined as two (2) shifts: Saturday and Sunday for day and evening staff; Friday and Saturday or Sunday for 10 and 12-hour shift night staff; and Friday and Saturday, or Saturday and Sunday for 8-hour shift night staff. The weekend work requirement may also be satisfied by working one (1) weekend shift every weekend.

3. For cost centers where staffing permits, a weekend rotation with fewer than two shifts per pay period is permissible. Employees may request to work additional weekend shifts and such requests will not be unreasonably denied.

On the date this Agreement is ratified, any employee who is currently not required to work weekends, based on their seniority, will continue to not be required to work weekends, so long as the employee is continuously employed in the same position, in the same cost center.

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Nurse/Techs

5. Weekend schedules will not be changed without consulting the employee. If weekend schedules have to be changed, CVMC will seek volunteers first. If no employee volunteers, the least senior employee based on cost center seniority, will be chosen to change weekends.

6. Implementation of the Holiday guidelines may require a temporary change of weekend schedules. CVMC will seek volunteers first. If no employee volunteers, qualified employees will be asked to cover the shift on a rotating basis beginning with the least senior employee based on cost center seniority.

E. Canceling a scheduled shift

If an employee is not needed to work a scheduled shift, according to the procedure in the Article on Staffing Adjustments, CVMC will make every effort to notify the employee as quickly as possible. If the employee is not provided timely notice and reports to work and is not needed, the employee will be paid:

- a. Two hours of courtesy pay if the employee does not work at all; or
- b. Worked time only if worked time is two hours or greater; or
- c. A combined total of worked time and courtesy pay that does not exceed two hours.

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F. Time Changes/Shift Coverage

1.4- After the schedule is posted, an employee may find a qualified per diem employee with appropriate skill and ability to cover their scheduled shift to take time off using CTO, even if there are open shifts for that same time.

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2.5- Coverage that creates overtime must be pre-approved by the manager/supervisor.

G. Flexible Schedules

At the discretion of CVMC, a cost center may elect to allow employees, with manager/supervisor approval, to flex their working hours within the span of one pay period, such that more than the normal number of hours are worked one day and fewer than the normal number of hours are worked another day, provided the employee does not exceed their normal pay period hours without overtime or other incentive pay approval.

H. Outpatient/Clinic Scheduling Practices

Employees in outpatient practice sites will work collaboratively with APRNs, physician leaders, practice supervisors and directors to create work schedules in those areas.

I. If an employee is required to work beyond their scheduled shift to meet patient care needs, the employee will not be required to reduce their scheduled time another day of the week unless it is done through down-staffing in accordance with Article 20A, Section B.

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J. Request to decrease the number of committed hours.

CVMC 04/18/24
Second Counterproposal
Nurse/Techs

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, and the request will not be unreasonably denied. If a decrease in FTE status is approved, the employee may be required to work their regularly scheduled hours until a replacement has been found. CVMC will make reasonable efforts to find a replacement as soon as possible, but no longer than 60 days.

K. Remote Work. With manager approval, an employee who misses scheduled hours due to a temporary situation (location closure, illness or other extenuating circumstances), may be allowed to work from home or at a secure off-site location during their missed scheduled hours, and such requests will not be unreasonably denied.

L. Alternate Schedules. Employees may request to work 4-12 hour shifts, subject to manager approval, which will not be unreasonably denied, and will not be unreasonably denied.

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Article 18C – Scheduling Vacations/CTO

A. General Provisions. CVMC The Employer will work collaboratively with the employees in all areas to facilitate each employee's ability to take time off. It is within management's discretion to determine whether the area within which the provisions of this Article apply will be on a location, cost-center, or department basis, or a combination thereof.

The following provisions will apply to any process of scheduling time off, unless otherwise mutually agreed upon in writing by CVMC the Employer and a majority of impacted bargaining unit employees in any area:

1. Each area shall create a system so that employees can see who is granted time off. The process of scheduling time off may be done electronically, where the appropriate platform exists.
2. Employees will not need to find coverage for approved time off before the schedule is posted.
3. ~~The Employer~~ will make every effort to allow employees time off to attend their medical appointments.
4. When an employee is denied a stretch of time off because one (1) or two (2) shifts have been granted off during that stretch and the limits are exceeded on those single shifts, the Employer will make reasonable efforts to grant the stretch off, the employee can appeal the denial to their manager/supervisor, their coordinator.
5. ~~The Employer~~ shall approve or deny a vacation/CTO request within two weeks of the request. ~~The Employer~~ shall not alter or remove requests without the consent of the employee. No request for time off will be unreasonably denied.
6. An employee with an approved CTO request ~~vacation~~ will not have their CTO request ~~vacation~~ denied because of a change in their shift/schedule.
7. Any employee who finds appropriate coverage for their shift may take CTO within the parameters of Time Changes/Shift Coverage in Article 18B – Staff Schedules. ~~this Agreement on Scheduling. Use of such coverage may be denied when, among other reasons, found coverage will result in an employee working hours for overtime or other premium.~~
8. New hires and transfer employees will be allowed to schedule one week of time off that would otherwise be excluded within one year of hire/transfer, with the approval of the supervisor.
9. ~~CVMC The Employer~~ will provide seniority lists to the management in each area and, upon request by the Union, ~~CVMC the Employer~~ will make available to the Union the current staffing plan in any area with employees.

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B. Minimum number of CTO Slots. Within one month of ratification, the parties will meet to discuss and sign off on the current minimum number of CTO slots in each area. The Employer shall not unreasonably refuse to continue current minimum CTO slots for bargaining unit employees.

C. Selection Process.

The default CTO sign up process will be Rolling Sign Up (see Section D below). The bargaining unit employees in each area may elect to change to the Seniority Sign Up (see Section E below) based on a majority vote. Areas may change the process no more than one time per year. If an election is requested by bargaining unit employees in an area, the Union and the Employer CVMC will work collaboratively to establish and conduct the voting process within 60 days of such request. Any transition to a different process will recognize time off that has already been granted and, if an area votes to transition to Seniority Sign-Up, the transition shall take effect in the Seniority-Sign Up period immediately following the vote.

During the period between the beginning of either rolling or seniority sign up an alternate process and the posting of a schedule pursuant to article Hours of Work / Staff Schedules, employees shall be permitted to receive approved time off as follows:

D. Rolling Sign Up

For areas that use rolling sign-up, employees will be able to request ~~vacation~~/CTO up to twelve (12) months in advance. Employees may not request more than two (2) weeks of their authorized hours in June, July, and August, except if the employee is approved for an extended leave of absence that permits the use of CTO under this Agreement, they may use more than two (2) weeks of ~~vacation~~/CTO time during their absence period. Requests for more than two weeks of their authorized hours in June, July, and August in outpatient areas are subject to manager/supervisor approval.

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E. Seniority Sign-Up

1. The area's seniority sign-up period will begin September 1st and conclude on October 31st, and employees will be able to request ~~vacation~~/CTO between January 1st and December 31st of the following year. The procedure for seniority sign up is outlined in subsection 4 of this section E.
2. The manager will review the sign up requests and approved time will be published in the area no later than November 30th. No changes will be made to the original sign-up requests; the records of original sign-up requests must be maintained by the manager.
3. Additional requests may be signed up for on a "first come, first served" basis after approved time is published in the area and until the schedule is taken by the scheduler to create the next schedule.
4. **Seniority Sign-Up Procedure**
 - a. The opportunity for Seniority Sign-Up will circulate beginning with the most senior employee and will be handed off to the next employee on the seniority list until all employees have signed up or until the final sign-up date, whichever comes first.
 - b. This process must occur in a timely manner to ensure all employees are able to sign up for CTO during the sign-up periods.

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- c. During the seniority sign-up period, employees may sign up for their authorized hours to work in four weeks (two pay periods) with only the authorized hours in two weeks (one pay period) during the months of June, July and August.
- d. It is the responsibility of each employee to be ready to sign up during the sign-up period.
- e. If there are extenuating circumstances that require special consideration, it is recommended that the employee contact their Manager and the Union steward to review available options.
- f. In those areas that use a paper CTO request book, the book may not leave the area. An employee may contact another employee to complete the sign up. The person signing the book must initial and date the entry.

5. After the Seniority Sign-Up Procedure

- a. After the Seniority Sign-Up Procedure outlined above, employees may request additional vacation/CTO on a "first come, first serve" basis.
- b. Additional vacation/CTO may be requested and granted for the calendar year following the Seniority Sign-Up Procedure, and until the scheduler takes these requests to create the schedule.

F. Holiday Rotation

- 1. The holidays of January 1, July 4, Thanksgiving Day, and December 25 off will not be included in the CTO request process and will be rotated as equally as possible to afford each employee a fair share of the holidays off. No employee will be required to work more than two (2) of these holidays in any given year. If a bargaining unit employee requests and is approved for time off on one of these holidays, a request in the following year for time off on the same holiday shall be given less priority than other employee requests.
- 2. Holidays off will be rotated as equally as possible to afford each employee a fair share of the holidays off. Departments are responsible for ensuring patient care needs are met. When possible, employee preference will be taken into account when granting time off during holidays.
- 3.
- 4. None of these requirements shall change an existing holiday scheduling practice for employees if there is an agreement in an area between employees and their manager to maintain the current practice.

The provisions in this Article will not apply to employees in the position of IS Tech II.

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Any employee with 10 or more years on the unit/department/cost center is not required to work Thanksgiving, Christmas or New Year's.

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IV therapy nurses are not required to work any holidays.¶
If a Medsurg nurse is scheduled to work Thanksgiving, that employee can also be scheduled to work New Years, but not Christmas.¶
ACU holiday call shift rotation includes "minor holidays" (without holiday differential) including Christmas Eve and New Years Eve.¶

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Appendix A: Prime Time Definitions¶
Prime time dates

Article 19 – Overtime/SIP/Urgent Pay Scheduling Incentive Pay/Urgent Pay

A. Overtime cannot be worked without prior supervisory approval, except in an occasional situation when the employee is involved in direct patient care and is unable to notify their supervisor but will do so as soon as practicable via the ~~Exception Sheet or any other~~ notification procedure established by CVMC. There shall be no mandatory overtime ~~except in an emergency.~~

B. **Eligibility for Overtime.** All employees who do not meet the requirements for an exemption under applicable law to the Fair Labor Standards Act (FLSA) are eligible for overtime pay.

a. CVMC shall pay non-exempt employees according to ~~one of the following methods~~ Forty (40) Hour Provision (40 strict)—Overtime must be paid when an employee's total worked hours exceed forty (40) in a seven (7) day period beginning with the arrival of the day shift on Monday and ending seven (7) days later with the close of Sunday's night shift. There are two (2) such periods in each of the designated biweekly pay periods.

~~b. Employees who work night shift will be paid overtime after 36 hours in a week.~~

~~2. Distribution of Overtime/Incentive Shifts: The Employer shall use its best efforts to distribute overtime/incentive shifts among employees on each unit and on each shift on an equitable basis.~~

~~3. Waiver: Overtime pay provided for in this Article shall be waived if the Employer and the employee have agreed upon a change of schedule to accommodate the employee. In all cases, however, overtime shall be paid for hours worked in excess of forty (40) per workweek.~~

C. **Calculating Overtime**

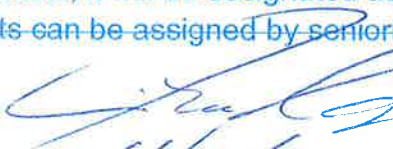
1. ~~For the purposes of calculating overtime, worked hours will include: Overtime is based on all hours worked, including, but not limited to time spent attending an approved class, meeting, or conference or CVMC orientation in accordance with applicable law. All other paid and unpaid hours, including but not limited to GTO and union time, will be excluded from the calculation of overtime. Worked hours will be recorded in accordance with CVMC policy on overtime pay practices and as required by applicable law.~~

2. Overtime hours will be paid at a rate of one and one half (1-1/2) times the employee's regular rate. Calculation of the regular rate will include earnings for worked hours, applicable shift differentials, and any other earnings required to be included in the regular rate under applicable law ~~the FLSA.~~

~~D. **Unscheduled Shift (USS)** If a on-call shift in any department remains or becomes vacant at the time of the schedule posting due to unfilled authorized positions, vacations, leaves of absence, and other time off requests, it will be designated as USS and be paid a differential of \$16.50 per hour. These shifts can be assigned by seniority for a period of 7 days~~

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CVMC 4/18/24 (6:15am)
Second Counter
Nurses/Techs
Economic Package

~~after the schedule is posted. (USS On-call \$16.50/hour plus call pay). USS on-call shifts for Surgical Techs will be offered to all Surgical Techs before being offered to RNs.~~

~~E.D. **Scheduling Incentive Pay (SIP).** CVMC and CVHU agree to the following terms for employees (including per diem employees in good standing) covered by this agreement and this agreement will be in effect through the end of the contract.~~

~~1. At the discretion of the cost center's Director, or authorized representative a department leader, Scheduling Incentive Pay (SIP) Supplement Pay (SSP) can be offered for open holes shifts at the time of the posting of the schedule in any department. However, any holes open shifts that exist two weeks prior to the shift will automatically become SIP.~~

~~2. SIP SSP will be paid at two one and a half (21.5) times the employee's base rate, but does not include the doubling of any differentials.~~

~~3. Committed hours employees will be eligible for SIP after meeting their committed hours with a combination of worked or scheduled CTO. SIP hours cannot be used to achieve committed hours.~~

~~4. If an unscheduled absence (including leaving a shift early) occurs in the same pay period as SIP, the incentive will be voided on a one-for-one (hour) basis. Management call-offs initiated by CVMC do not affect incentive pay eligibility for SIP stipends.~~

~~5. A per diem bargaining unit employee must have worked at least twenty four (24) non-SIP hours in a pay period to be eligible for SIP. All non-SIP hours worked in any CVMC position are counted for purposes of this Section.~~

~~6. If an entire shift is identified as SIP, then the entire shift will be paid as SIP if the requirements above are met.~~

~~7. SIP cannot be used to cover vacations or leaves of absence that occur after the posting of the initial schedule.~~

~~8. The awarding of SIP shifts will be on a first come-first serve basis.~~

~~F.E. **Urgent Pay/High Census Pay.** Urgent pay is specifically designed to provide additional compensation for non-exempt employees who work additional hours when unusual circumstances occur (when an employee calls out, high census, high acuity, etc.). Eligible employees (including per diem employees in good standing) who work onsite will be paid urgent pay hours at a rate of two (2) times the employee's base rate. If the unit needs additional employees within twenty-four (24) hours from the start of the shift, urgent pay must be offered except in the following situations:~~

CVMC 4/18/24 (6:15am)
Second Counter
Nurses/Techs
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1. Per diem bargaining unit employees must have worked or be scheduled for at least twenty-four ~~twelve (12)~~ non-urgent hours in the pay period week during which urgent pay is offered.

- 4-2. If an unscheduled absence (including leaving a shift early) occurs in the same week as urgent pay, the incentive will be voided ~~on a one-for-one (hour) basis.~~ However, urgent pay will not be denied in any pay period for a single absence which does not exceed four and one-half hours. Management call-offs initiated by CVMC do not affect eligibility for urgent pay ~~incentive pay stipends.~~ ~~A scheduled CTO absence will not be counted.~~

- 2-3. Any employee is ineligible for urgent pay if a manager has attempted to offer the work to the employee prior to twenty-four (24) hours before the shift. This provision may be waived at the discretion of the supervisor/manager.

If a shift is identified as eligible for urgent pay, the entire shift will be paid as urgent pay. These shifts are awarded on a first come-first serve basis.

Side Letter on Urgent Pay and Unscheduled Absences – At the time of this Agreement's ratification, if any cost center maintains a practice of voiding an urgent pay incentive on a one-to-one hourly basis for unscheduled absences in the same week as urgent pay, this practice shall continue in that cost center.

~~Open Respiratory shifts will be posted as Urgent Pay.~~

~~In an outpatient clinic, if a patient call or mychart cannot be responded to within the required time frame, employees will be offered Urgent Pay to work beyond their scheduled shift (may be worked remotely).~~

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Article 20 Staffing

A. High quality patient care is the shared goal of the Employer and the Union. ~~The Employer and the Union~~ agree that staffing ~~CVMC the Hospital, Woodridge and each MGP and offsite practice~~ with the appropriate number of skilled, reliable nursing, technical and support ancillary employees is an essential element for the provision of quality patient care. Additionally, the parties jointly ~~CVHU employees and the administration working in one of the primary Medical Centers in Central Vermont~~ recognize their shared societal obligation to provide safe, high quality care to patients who seek care at CVMC.

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The Employer and the Union agree that patient care should be patient centered, always according to the patient or resident the highest respect. Care is competent, effective and collaborative. It respects the patient's values, preferences and needs. The Employer and the Union also agree that unit staffing must consider the importance of ensuring that the quality of the employee's work life is appropriate, based on the American Nurses Association findings that the quality of work life has an impact on the quality of care delivered. To these ends, CVMC agrees to the following:

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[Below tracked changes to CVMC's last proposal]

- Staffing Policies, Procedures, and Protocols.** CVMC shall continue to work with the Union to ensure that written policies, procedures and protocols affecting staffing are reviewed with the Union and are readily available to staff.
- Department Staffing Councils or Committees.** If CVMC and the Union agree that it would be beneficial for a department or cost center to have a staffing council or committee to address these issues, CVMC and the Union will meet to set up the parameters for such a council or committee. Staffing councils or committees that exist in any department or cost center at the time of ratifying this Agreement shall continue.
- CVMC-Wide Staffing Committee.** A CVMC-wide Staffing Committee will be established. The membership shall comprise up to four (4) bargaining unit employees chosen by the Union and up to four (4) management representatives chosen by the Employer. The Committee will serve as an advisory resource to any department- or cost center based staffing councils or committees by providing research and data from national nursing and technical specialty organizations as well as findings from national nursing and technical research regarding nurse and technical staffing and patient outcomes. The Staffing Committee may meet up to ten (10) times per year. The topics for agenda and discussions may include, but are not limited to:
 - Review of any written staffing plans and grids.
 - Review / dissemination of current staffing research, best practices and benchmarks.
 - Review of staffing effectiveness for each cost center including but not limited to actual vs. budgeted average daily census, budgeted versus actual staffing levels, acuity

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(Case Mix Index/Severity of Illness), comparison to current benchmarks and nursing sensitive outcomes.

- 4. Other staffing issues brought forward by either party.
- 5. Review of written policies, procedures and protocols affecting staffing.
- 6. Development of a process for analysis/trending of safety concerns related to staffing.

~~7. Review of "concern form" reports from Staffing Collaboratives and development of action plan for issues identified.~~

- 8. Regular review of the actual unit of service measurement for each unit.

The Staffing Committee will make recommendations to the Labor-Management Committee, as it deems necessary. Unless otherwise mutually agreed, each Staffing Committee meeting shall last no more than ninety (90) minutes and shall be considered work time.

B. In the event that any bargaining unit employee believes in her or his professional opinion they have been given an assignment that is unsafe, or that in their opinion endangers patient care, they will immediately notify their supervisor or designee. The supervisor or designee will review the assignment at that time. If the employee disagrees with the review of the assignment, they will work as directed and may do so under protest. A "Concern Form" will be provided by CVHU. It will reflect the bargaining unit employee's name, shift, unit/department, supervisor they submitted the form to, the date and description of the incident and the supervisor's response. Nothing in this paragraph shall limit the rights of employees under the Healthcare Whistleblower's Protection Act, 21 VSA *507.

~~[Remainder of Union proposal rejected]~~

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CVMC 04/18/24
Counterproposal
Nurses/Techs

Article 20A –Staffing Adjustments

A. Upstaffing. CVMC and CVHU recognize that variations in census, acuity and service delivery requirements occur daily in response to the health needs of patients in our community and region. During periods of high census and/or high acuity, increased service delivery and/or when there is a need for additional employee staffing, the following priority will be used:

1. Where applicable, Resource Pool or MGP Resource employees will be assigned;
2. On-Call employees will be called in pursuant to the On-Call/Call-In Article.
3. Contracted staff, whose contract does not prohibit floating, with the necessary skill and ability will be floated after considering the needs of the unit to which the contracted employee was originally assigned.
4. Employees with appropriate skill and ability will be asked to volunteer to work extra time so long as it does not incur overtime. A cost center may first ask for volunteers among employees who are currently working.
5. Eligible employees with the necessary skill and ability may volunteer to float after considering the needs of the unit to which the volunteer was originally assigned. Such volunteers will receive the "float differential" if they qualify in accordance with the requirements of the Articles on Floating and Differentials. If there is more than one volunteer, it will be decided on a first come, first served basis.
6. Employees with appropriate skill and ability will be asked to volunteer to work for overtime/premium pay. A cost center may first ask for volunteers among employees who are currently working.

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7. Bargaining unit employees and contracted staff will be floated, pursuant to the Article on Floating.

7. Contracted staff with the appropriate skill and ability will be asked to work additional shifts.

B. Downstaffing. During periods of low census or lack of work, the normal workday and/or workweek may be decreased. The below priority will be used by CVMC, if fewer staff are required. In cost centers that schedule staff in multiple locations, the below priority will apply only to the specific location(s) where CVMC elects to decrease the normal workday and/or workweek. At each level of priority set forth in this Section, the order of selection under will be determined by first selecting the employee(s) with the longest time from their last call-off pursuant to this Article.

If an employee is canceled after reporting to work, they will be canceled for the entire shift, but may be placed on call pursuant to the On-Call/Call-In Article with the employee's consent. If an employee is canceled prior to reporting to work, the hours of

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cancellation will be determined by management at the time of notification. Employees who are canceled have the option of using CTO time, or taking time off without pay. Mandated time off will not affect benefit status. Prior to canceling any volunteers per this subsection, the supervisor/manager will offer volunteers the opportunity to complete available work on education, research, training, competencies or other cost center work.

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1. **Volunteers to Float.** Employees with skill and ability may volunteer to float to another unit pursuant to the Article on Floating and will receive the float differential.
2. **Contracted Staff Reassigned.** Contracted staff will be reassigned if a need has been identified (and the staff has the necessary skill and ability, and their contract doesn't prohibit floating).
3. **Contract Staff working beyond their contracted hours will be canceled.**
4. **Urgent Shifts Canceled:** Employees working urgent pay shifts will be canceled. If multiple employees are working urgent pay shifts, employees working outside their home unit will be cancelled first. Prior to being canceled, an employee who is currently working may choose to forego urgent pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below, except that if the employee's new pay category calls for volunteers and there are an insufficient number, the employee may be canceled as if they remained in this pay category.
5. **Other Incentive Shifts (if in effect):** Employees working any other incentive shift will be canceled. If multiple employees are working incentive pay shifts, employees working outside their home unit will be cancelled first. Prior to being canceled, an employee who is currently working may choose to forego incentive pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below, except that if the employee's new pay category calls for volunteers and there are an insufficient number, the employee may be canceled as if they remained in this pay category.
6. **Called-In/On-Call and Called-In/Not-On-Call Canceled:** Employees working Called-In/On-Call shifts will be canceled, but shall remain on-call. ~~Employees working a Called-In/Not-On-Call shift may be canceled before one working a Called-In/On-Call shift.~~
7. **Overtime Canceled:** Staff working overtime hours will be canceled.
8. **Volunteers — Committed Hours:** ~~Committed hours~~ Volunteers will be asked to take time off.

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~~8. **Volunteers – Per Diem:** Per Diem volunteers will be asked to take time off. If there is more than one volunteer, selection will be by cost center seniority (on a rotational basis such that an employee who volunteers will not be curtailed/canceled for a second time before someone is able to volunteer for a first time within a year. A list of volunteer curtailment/cancellation rotation shall be maintained by the charge nurse in an appropriate staffing binder). Employees who are canceled and who then find work in another area may not count the hours as part of a can~~

9. **Contracted Staff,** Contracted Staff will be reduced,

11. **Extra Shifts Not in OT Canceled:** Extra shifts greater than committed hours will be canceled.

12. **Per Diem Canceled:** Per diem employees will be canceled as determined by reverse cost center seniority, on a rotating basis.

13. **Committed Hours Shifts Mandated:**

- a. No individual employee will be mandated to take time off more than two (2) times per month. Management will track downstaffing under this Article and someone will not be mandated a second time before someone is mandated a first time within a year.
- b. Float and Resource staff shall not be mandated to take time off more frequently than staff who work in one cost center. CVMC shall develop a system for mandating resource (float) pool staff that considers resource (float) pool staff in the context of all cost centers that they are eligible to float to ensure that they are not disproportionately mandated to take time off.

C. Site Closure. In circumstances where administration announced site closures due to severe weather or other emergencies, including, but not limited to, flood, fire and/or utility failure (a "Severe Weather Plan"),

the following will apply:

1. If a bargaining unit employee is not provided timely notice and reports to work at a site that has been closed or will be closed before the end of their regular workday, the employee will be paid:

a. Two hours of courtesy pay if the employee does not work at all; or

b. Worked time only if worked time is two hours or greater; or

c. A combined total of worked time and courtesy pay that does not exceed two hours.

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CVMC 04/18/24
Counterproposal
Nurses/Techs

1. With manager approval, an employee who misses scheduled hours as a result of an unanticipated site closure, the employee may perform off-site work during their missed scheduled hours.

2. A bargaining unit employee may elect to record the balance of the scheduled shift as CTO or as approved unpaid time.

3. A bargaining unit employee who is unable to report to work for a shift because of the circumstance surrounding a Severe Weather Plan that is in effect will have the option to use schedule CTO or approved unpaid time.

4. Bargaining unit employees who report to work late for a shift because of the circumstances surrounding a Severe Weather Plan that is in effect will have the option to use scheduled CTO or approved unpaid time for the time missed.

5. Each Site will have a protocol for an emergency closure available to employees.

Deleted: If there is remote work that could be done (e.g. triage or medication refills), employees who cannot come to their work location due to a temporary situation (location closure, illness or other extenuating circumstances), will be allowed to work from home or at a secure off-site location if requested and with supervisory approval. Such approval will not unreasonably be denied. Employees who request to be set up for remote access will be allowed to do so in a proactive manner.

Article 21 Floating

A. Except as provided below, bargaining unit employees may be required to float to cost centers where they have the necessary qualifications, skill, and ability. For purposes of this Agreement, "floating" means a reassignment to a cost center, other than their home cost center, and patient population other than the primary patient population cared for on a bargaining unit employee's home unit, where the bargaining unit employee takes a full patient assignment as established in the cost center they are floated to. This Article shall not apply to bargaining unit employees whose normal job duties involve assignments in multiple cost centers. Bargaining unit employees who have patient care responsibilities shall be required to take on patient assignments only if they have been fully oriented to the cost center. For purposes of this Article, "fully oriented" means that the employee is working within their documented competencies. If they are not fully oriented, they may still be required to participate as "helping hands," meaning they have not taken a full patient assignment but are still assisting with patient care in the cost center they are floated to.

1. Bargaining unit employees with a home cost center at the Hospital will not be required to float to Woodridge or to the medical group practices.
2. Bargaining unit employees with a home cost center at Woodridge will not be required to float to the Hospital or to the medical group practices.
3. Bargaining unit employees with a home cost center in a medical group practice will not be required to float to the Hospital or to Woodridge.

The Hospital is defined as CVMC's main campus, excluding any medical group practices.


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

C. When there is a need for floating, CVMC shall utilize the following priority:

1. Volunteers;
2. Traveler/Agency staff;



4/18/24



4/19/2024

3. Bargaining unit employees (full-time, part-time, and per diem) on a rotational basis using the process developed for float rotation in each unit (unless otherwise required for patient care needs).

D. A floated bargaining unit employee will return to their home cost center when it is determined that the patient care need is greater in that unit. If a bargaining unit employee is interested in cross-training to another cost center, CVMC agrees to work with that employee to identify opportunities to gain sufficient competencies in the other cost center.

EG. For an employee who voluntarily floats to a cost center at a location that is different from the location of their home cost center, the employee will be paid for travel time and receive mileage reimbursement that exceeds their normal commute time and travel distance. A bargaining unit employee who floats between work locations during the workday will be paid for any travel time and receive mileage reimbursement.

DE. This Article does not apply to bargaining unit employees from: Information Technology and CVMC's Resource Pools, unless an employee from the Float Pool or Information Technology is asked to who changes locations mid-shift, then they will be paid travel time and mileage.

E. See Article 23 "Differentials" for Float Differential.

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Article 22 – Wages

A. Initial Step Placement and Step Correction

1. Unless otherwise stated in this Agreement, all economic items and the 23-step wage table incorporated into this agreement as Appendix A shall take effect as soon as practicable after ratification of this Agreement and no later than the first full payroll period that starts at least forty (40) business days after ratification. When the wage table goes into effect, each bargaining unit employee shall be placed on the wage step associated with their years of experience, as calculated by CVMC at the time of ratification. If an employee's initial step placement under this Section would decrease the employee's current rate of pay, the employee will be placed on the step that is closest to, but not less than, their current rate. If a bargaining unit employee's current rate is greater than the maximum step for their position, the employee shall be placed on the maximum step and will continue to receive their current rate of pay until the rate for the maximum step in their position exceeds their current rate. Prior to ratification, CVMC shall provide the Union a list of each bargaining unit employee and their proposed step placement as calculated by CVMC.

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Moved down [1]: Prior to ratification, CVMC shall provide the Union a list of each bargaining unit employee and their years of experience as calculated by CVMC. If an employee's initial step placement under this

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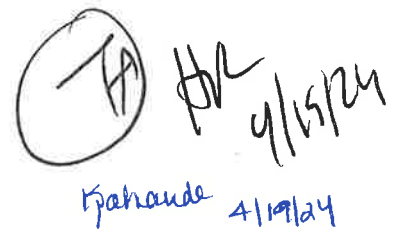
2. When the wage table takes effect, all bargaining unit employees who are not eligible for a step increase because they were initially placed on the maximum step will get a lump sum bonus equal to three percent (3%) of the employee's total compensation for the twelve (12) months prior to ratification.

3. All other bargaining unit employees will be eligible for a step increase of 2% and, if any of these employees receive a total initial wage increase less than 3%, they will be eligible for an additional step increase of 2%.

4. Using the new hire criteria set forth in Section C, if initial step placement places a bargaining unit employee below the step corresponding with their total years of experience, the employee shall be placed on the correct step. The Union agrees it is responsible for initiating the step correction process by, within two (2) months after ratification of this agreement, providing CVMC a full list of all bargaining unit employees seeking step correction and a copy of each listed employee's relevant experience. The list will contain both the bargaining unit employee's assigned step and the new step sought. CVMC agrees to complete its review and initiate initial step corrections on a pay period start date that is no later than six (6) months from the date the union's list is received. Initial step corrections shall not result in any bargaining unit employee receiving an adjustment in excess of four (4) steps. If any bargaining unit employee requires step correction greater than four (4) steps, an additional correction up to four (4) steps shall be made effective with the first full payroll period in calendar year 2025, and any additional correction shall be made effective with the first full payroll period in calendar year 2026. CVMC and the union mutually agree that if either party requests an extension to complete their respective work, such requests will not be unreasonably denied.

B. Annual Step Increases for Fiscal Years 2025-2027

1. Effective with the first full payroll period in FY2025, all bargaining unit employees shall receive a 2.5% wage increase and eligibility for a step increase of 2%.


A circular stamp containing the letters 'TA' is visible. Next to it is a handwritten signature 'HR' and the date '4/15/24'. Below these, the name 'Kahanda' and the date '4/19/24' are written.

CVMC 4/18/24 (4:45AM)

Counterproposal

Nurses/Techs

2. Effective with the first full payroll period in FY2026, all bargaining unit employees shall receive a 2.5% wage increase and eligibility for a step increase of 2%.
3. Effective with the first full payroll period in FY2027, all bargaining unit employees shall receive a 2.5% wage increase and eligibility for a step increase of 2%.
4. In any fiscal year, all bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to two percent (2%) of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.

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C. Step Placement for New Hires

Newly hired bargaining unit employees will be placed on an appropriate step based on their years of experience (as calculated below).

For purposes of calculating years of experience, the following shall be used:

1. Criteria:

1. Each step equals one year of experience (Step 1 = < 1 year experience, Step 2 = 1 year experience, Step 3 = 2 years, etc.).

2. Criteria Definitions:

1. All work experience in a position that is the same as the position at CVMC will receive 100% credit.
2. All work experience that is not the same but is relevant in clinical content, technical content, or operational content as reasonably determined by CVMC will receive 50% credit.
3. Previous step or salary is not a consideration to step placement.
4. Experience credit is determined by adding up all the years and months of experience, provided that such work consisted of an average of at least 20 scheduled hours per week.
5. Any time less than six months is rounded down, and time equal to or over six months is rounded up.
6. An individual rehired who has been gone from the organization for more than twelve (12) months will be considered a new hire unless they are recalled from a layoff.

D. Step Placement for Different Positions within the Bargaining Unit

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CVMC 4/18/24 (4:45AM)

Counterproposal

Nurses/Techs

If a bargaining unit employee moves to a different position or pay range within the bargaining unit that is within the same career ladder, the employee will be placed in the new range based on the same step they maintained in the lower range.

If a bargaining unit employee moves to a different position or pay range within the bargaining unit that is not within the same career ladder, the employee will be placed on an appropriate step as determined by the new hire provisions in Section C above. If this causes the employee to lose pay, CVMC may, in its discretion, place the employee on a higher step.

E. Career Ladders

At the request of either the union or CVMC, the parties shall meet to negotiate the components of career ladders in any specific department or cost center within the bargaining unit.

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Job Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
CVMC_4046	70n-70ff Certified CT Technologist	\$34.73	\$35.42	\$36.13	\$36.85	\$37.59	\$38.34	\$39.11	\$39.89	\$40.69	\$41.50	\$42.33	\$43.18	\$44.04	\$44.92	\$45.82	\$46.74	\$47.67	\$48.62	\$49.59	\$50.58	\$51.59	\$52.62	\$53.67
CVMC_4047	70n-70ff Radiologic Technologist	\$29.45	\$30.04	\$30.64	\$31.25	\$31.88	\$32.52	\$33.17	\$33.83	\$34.51	\$35.20	\$35.90	\$36.62	\$37.35	\$38.10	\$38.86	\$39.64	\$40.43	\$41.24	\$42.06	\$42.90	\$43.76	\$44.64	\$45.53
CVMC_4240	Cardiovascular Technician	\$21.78	\$22.22	\$22.66	\$23.11	\$23.57	\$24.04	\$24.52	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07	\$27.61	\$28.16	\$28.72	\$29.29	\$29.88	\$30.48	\$31.09	\$31.71	\$32.34	\$32.99	\$33.65
CVMC_4145	Cert Occ Therapy Assistant	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.00	\$27.54	\$28.09	\$28.65	\$29.22	\$29.80	\$30.40	\$31.01	\$31.63	\$32.26	\$32.91	\$33.57	\$34.24	\$34.92	\$35.62	\$36.33	\$37.06
CVMC_4137	Cert Occ Therapy Assistant - Lead	\$26.24	\$26.76	\$27.30	\$27.85	\$28.41	\$28.98	\$29.56	\$30.15	\$30.75	\$31.37	\$32.00	\$32.64	\$33.29	\$33.96	\$34.64	\$35.33	\$36.04	\$36.76	\$37.50	\$38.25	\$39.02	\$39.80	\$40.60
CVMC_4052	Certified CT Technologist	\$34.73	\$35.42	\$36.13	\$36.85	\$37.59	\$38.34	\$39.11	\$39.89	\$40.69	\$41.50	\$42.33	\$43.18	\$44.04	\$44.92	\$45.82	\$46.74	\$47.67	\$48.62	\$49.59	\$50.58	\$51.59	\$52.62	\$53.67
CVMC_4055	Certified Nuclear Technologist	\$36.64	\$37.37	\$38.12	\$38.88	\$39.66	\$40.45	\$41.26	\$42.09	\$42.93	\$43.79	\$44.67	\$45.56	\$46.47	\$47.40	\$48.35	\$49.32	\$50.31	\$51.32	\$52.35	\$53.40	\$54.47	\$55.56	\$56.67
CVMC_4236	CSR Technician	\$21.78	\$22.22	\$22.66	\$23.11	\$23.57	\$24.04	\$24.52	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07	\$27.61	\$28.16	\$28.72	\$29.29	\$29.88	\$30.48	\$31.09	\$31.71	\$32.34	\$32.99	\$33.65
CVMC_3532	CVMC Certified Surgical Technologist	\$27.12	\$27.66	\$28.21	\$28.77	\$29.35	\$29.94	\$30.54	\$31.15	\$31.77	\$32.41	\$33.06	\$33.72	\$34.39	\$35.08	\$35.78	\$36.50	\$37.23	\$37.97	\$38.73	\$39.50	\$40.29	\$41.10	\$41.92
CVMC_4065	CVMC Mammography Technologist	\$34.73	\$35.42	\$36.13	\$36.85	\$37.59	\$38.34	\$39.11	\$39.89	\$40.69	\$41.50	\$42.33	\$43.18	\$44.04	\$44.92	\$45.82	\$46.74	\$47.67	\$48.62	\$49.59	\$50.58	\$51.59	\$52.62	\$53.67
CVMC_3525	CVMC Surgical Technologist	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.00	\$27.54	\$28.09	\$28.65	\$29.22	\$29.80	\$30.40	\$31.01	\$31.63	\$32.26	\$32.91	\$33.57	\$34.24	\$34.92	\$35.62	\$36.33	\$37.06
CVMC_4245	Echocardiographer	\$35.52	\$36.23	\$36.95	\$37.69	\$38.44	\$39.21	\$39.99	\$40.79	\$41.61	\$42.44	\$43.29	\$44.16	\$45.04	\$45.94	\$46.86	\$47.80	\$48.76	\$49.74	\$50.73	\$51.74	\$52.77	\$53.83	\$54.91
CVMC_4250	ED Technician I	\$21.00	\$21.42	\$21.85	\$22.29	\$22.74	\$23.19	\$23.65	\$24.12	\$24.60	\$25.09	\$25.59	\$26.09	\$26.62	\$27.15	\$27.69	\$28.24	\$28.80	\$29.38	\$29.97	\$30.57	\$31.18	\$31.80	\$32.44
CVMC_4252	ED Technician II	\$22.05	\$22.49	\$22.94	\$23.40	\$23.87	\$24.35	\$24.84	\$25.34	\$25.84	\$26.37	\$26.90	\$27.44	\$27.99	\$28.54	\$29.10	\$29.67	\$30.25	\$30.84	\$31.44	\$32.05	\$32.66	\$33.28	\$33.91
CVMC_4251	ED Technician III	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.00	\$27.54	\$28.09	\$28.65	\$29.22	\$29.80	\$30.40	\$31.01	\$31.63	\$32.26	\$32.91	\$33.57	\$34.24	\$34.92	\$35.62	\$36.33	\$37.06
CVMC_4230	EEG Technician	\$25.30	\$25.81	\$26.33	\$26.88	\$27.40	\$27.95	\$28.51	\$29.08	\$29.66	\$30.25	\$30.86	\$31.48	\$32.11	\$32.75	\$33.41	\$34.08	\$34.76	\$35.46	\$36.17	\$36.89	\$37.63	\$38.38	\$39.15
CVMC_4206	IS Technician II	\$26.24	\$26.76	\$27.30	\$27.85	\$28.41	\$28.98	\$29.56	\$30.15	\$30.75	\$31.37	\$32.00	\$32.64	\$33.29	\$33.96	\$34.64	\$35.33	\$36.04	\$36.76	\$37.50	\$38.25	\$39.02	\$39.80	\$40.60
CVMC_4135	Licensed Physical Therapy Assistant	\$24.24	\$24.72	\$25.21	\$25.71	\$26.22	\$26.74	\$27.27	\$27.82	\$28.38	\$28.95	\$29.53	\$30.12	\$30.73	\$31.33	\$31.96	\$32.60	\$33.25	\$33.92	\$34.60	\$35.29	\$36.00	\$36.72	\$37.45
CVMC_3501	LPN/JW	\$25.30	\$25.81	\$26.33	\$26.88	\$27.40	\$27.95	\$28.51	\$29.08	\$29.66	\$30.25	\$30.86	\$31.48	\$32.11	\$32.75	\$33.41	\$34.08	\$34.76	\$35.46	\$36.17	\$36.89	\$37.63	\$38.38	\$39.15
CVMC_4058	MRI Technologist	\$36.64	\$37.37	\$38.12	\$38.88	\$39.66	\$40.45	\$41.26	\$42.09	\$42.93	\$43.79	\$44.67	\$45.56	\$46.47	\$47.40	\$48.35	\$49.32	\$50.31	\$51.32	\$52.35	\$53.40	\$54.47	\$55.56	\$56.67
CVMC_4278	CVMC MRI Technologist Apprentice	\$20.45	\$20.86	\$21.28	\$21.71	\$22.14	\$22.58	\$23.03	\$23.49	\$23.96	\$24.44	\$24.93	\$25.43	\$25.94	\$26.46	\$26.99	\$27.53	\$28.08	\$28.64	\$29.21	\$29.79	\$30.39	\$31.01	\$31.62
CVMC_3515	Office LPN	\$24.24	\$24.72	\$25.21	\$25.71	\$26.22	\$26.74	\$27.27	\$27.82	\$28.38	\$28.95	\$29.53	\$30.12	\$30.73	\$31.33	\$31.96	\$32.60	\$33.25	\$33.92	\$34.60	\$35.29	\$36.00	\$36.72	\$37.45
CVMC_4092	Pharmacy Operations Business Analyst	\$23.98	\$24.46	\$24.95	\$25.45	\$25.96	\$26.48	\$27.01	\$27.55	\$28.10	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02	\$31.64	\$32.27	\$32.92	\$33.58	\$34.25	\$34.94	\$35.64	\$36.35	\$37.08
CVMC_3305	Pharmacy Sterile Compounding Lead	\$25.15	\$25.65	\$26.16	\$26.68	\$27.21	\$27.75	\$28.31	\$28.88	\$29.46	\$30.05	\$30.65	\$31.26	\$31.89	\$32.53	\$33.18	\$33.84	\$34.52	\$35.21	\$35.91	\$36.63	\$37.36	\$38.11	\$38.87
CVMC_4089	Pharmacy Tech II	\$22.00	\$22.42	\$22.85	\$23.29	\$23.74	\$24.19	\$24.65	\$25.12	\$25.60	\$26.09	\$26.59	\$27.09	\$27.61	\$28.13	\$28.67	\$29.21	\$29.76	\$30.32	\$30.89	\$31.47	\$32.06	\$32.66	\$33.27
CVMC_4081	Pharmacy Tech III	\$21.00	\$21.42	\$21.85	\$22.29	\$22.74	\$23.19	\$23.65	\$24.12	\$24.60	\$25.09	\$25.59	\$26.09	\$26.62	\$27.15	\$27.69	\$28.24	\$28.80	\$29.38	\$29.97	\$30.57	\$31.18	\$31.80	\$32.44
CVMC_4093	Pharmacy Tech IV	\$23.98	\$24.46	\$24.95	\$25.45	\$25.96	\$26.48	\$27.01	\$27.55	\$28.10	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02	\$31.64	\$32.27	\$32.92	\$33.58	\$34.25	\$34.94	\$35.64	\$36.35	\$37.08
CVMC_4045	Radiologic Technologist	\$29.45	\$30.04	\$30.64	\$31.25	\$31.88	\$32.52	\$33.17	\$33.83	\$34.51	\$35.20	\$35.90	\$36.62	\$37.35	\$38.10	\$38.86	\$39.64	\$40.43	\$41.24	\$42.06	\$42.90	\$43.76	\$44.64	\$45.53
CVMC_4018	Reg. Respiratory Therapist I	\$29.60	\$30.19	\$30.79	\$31.41	\$32.04	\$32.68	\$33.33	\$34.00	\$34.68	\$35.37	\$36.08	\$36.80	\$37.54	\$38.29	\$39.06	\$39.84	\$40.64	\$41.45	\$42.28	\$43.13	\$43.99	\$44.87	\$45.77
CVMC_4019	Reg. Respiratory Therapist II	\$31.06	\$31.68	\$32.31	\$32.96	\$33.62	\$34.29	\$34.98	\$35.68	\$36.39	\$37.12	\$37.86	\$38.62	\$39.39	\$40.18	\$40.98	\$41.80	\$42.64	\$43.49	\$44.36	\$45.25	\$46.16	\$47.08	\$48.02
CVMC_4021	Reg. Respiratory Therapist III	\$32.64	\$33.29	\$33.96	\$34.64	\$35.32	\$36.04	\$36.76	\$37.50	\$38.25	\$39.02	\$39.80	\$40.60	\$41.41	\$42.24	\$43.08	\$43.94	\$44.82	\$45.72	\$46.64	\$47.56	\$48.51	\$49.48	\$50.47
CVMC_4059	Sonographer Associate	\$33.00	\$33.66	\$34.33	\$35.02	\$35.73	\$36.43	\$37.16	\$37.90	\$38.66	\$39.43	\$40.22	\$41.02	\$41.84	\$42.68	\$43.53	\$44.40	\$45.29	\$46.20	\$47.12	\$48.06	\$49.02	\$50.00	\$51.00
CVMC_4080	Certified Sonographer I	\$36.64	\$37.37	\$38.12	\$38.88	\$39.66	\$40.45	\$41.26	\$42.09	\$42.93	\$43.79	\$44.67	\$45.56	\$46.47	\$47.40	\$48.35	\$49.32	\$50.31	\$51.32	\$52.35	\$53.40	\$54.47	\$55.56	\$56.67
CVMC_4060	Certified Sonographer II	\$38.47	\$39.24	\$40.02	\$40.82	\$41.64	\$42.47	\$43.32	\$44.19	\$45.07	\$45.97	\$46.89	\$47.83	\$48.79	\$49.77	\$50.77	\$51.79	\$52.83	\$53.89	\$54.97	\$56.07	\$57.19	\$58.33	\$59.50
CVMC_4061	Certified Sonographer Senior	\$40.39	\$41.20	\$42.02	\$42.86	\$43.72	\$44.59	\$45.48	\$46.39	\$47.32	\$48.27	\$49.24	\$50.22	\$51.22	\$52.24	\$53.28	\$54.35	\$55.44	\$56.55	\$57.68	\$58.83	\$60.01	\$61.21	\$62.43
CVMC_3523	Surgical Technologist In-Training	\$21.78	\$22.22	\$22.66	\$23.11	\$23.57	\$24.04	\$24.52	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07	\$27.61	\$28.16	\$28.72	\$29.29	\$29.88	\$30.48	\$31.09	\$31.71	\$32.34	\$32.99	\$33.65
CVMC_3527	Surgical Technologist 1st Assistant	\$25.15	\$25.65	\$26.16	\$26.68	\$27.21	\$27.75	\$28.31	\$28.88	\$29.46	\$30.05	\$30.65	\$31.26	\$31.89	\$32.53	\$33.18	\$33.84	\$34.52	\$35.21	\$35.91	\$36.63	\$37.36	\$38.11	\$38.87
CVMC_3020	Cardiology Stress Lab RN II	\$35.35	\$36.06	\$36.78	\$37.52	\$38.27	\$39.04	\$39.82	\$40.62	\$41.43	\$42.26	\$43.11	\$43.97	\$44.85	\$45.75	\$46.67	\$47.60	\$48.55	\$49.52	\$50.51	\$51.52	\$52.55	\$53.60	\$54.67
CVMC_4260	Central Nurse Educator	\$40.80	\$41.62	\$42.45	\$43.30	\$44.17	\$45.05	\$45.95	\$46.87	\$47.81	\$48.77	\$49.75	\$50.75	\$51.77	\$52.81	\$53.87	\$54.95	\$56.05	\$57.17	\$58.31	\$59.48	\$60.67	\$61.88	\$63.12
CVMC_3037	Clinical Coordinator II	\$38.98	\$39.76	\$40.56	\$41.37	\$42.20	\$43.04	\$43.90	\$44.78	\$45.68	\$46.59	\$47.52	\$48.47	\$49.44	\$50.43	\$51.44	\$52.47	\$53.52	\$54.59	\$55.68	\$56.79	\$57.93	\$59.09	\$60.27
CVMC_3030	IV Access Nurse	\$37.12	\$37.86	\$38.62	\$39.39	\$40.18	\$40.98	\$41.80	\$42.64	\$43.49	\$44.36	\$45.25	\$46.16	\$47.08	\$48.02	\$48.98	\$49.96	\$50.96	\$51.98	\$53.02	\$54.08	\$55.16	\$56.26	\$57.39
CVMC_3051	Lead Norwich RN	\$38.98	\$39.76	\$40.56	\$41.37	\$42.20	\$43.04	\$43.90	\$44.78	\$45.68	\$46.59	\$47.52	\$48.47	\$49.44	\$50.43	\$51.44	\$52.47	\$53.52	\$54.59	\$55.68	\$56.79	\$57.93	\$59.09	\$60.27
CVMC_3029	Lactation Consultant	\$35.35	\$36.06	\$36.78	\$37.52	\$38.27	\$39.04																	

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4/19/24

Bruce Polley RW BSW

CVMC 4/18/24 (4:00am)
Counterproposal
Nurses/Techs

Article 23 – Differentials

Hourly bargaining unit employees may be eligible to receive the following differential pay in addition to their base rate:

1. Evenings. Employees will be paid an hourly differential of three dollars (\$3.00) for all worked hours between 3:00 p.m. and 11:00 p.m. (the “evening shift”), if the bargaining unit employee clocks in during the evening shift or clocks in before 3:00 p.m. and works at least four (4) hours on the evening shift. If a majority of an employee’s shift occurs between 3:00pm and 11:00pm, all hours worked on the shift will receive an evening differential.

2. Nights. Employees will be paid an hourly differential of six dollars and fifty cents (\$6.50) for all worked hours between 11:00 p.m. and 7:00 a.m. (the “night shift”), if the bargaining unit employee clocks in during the night shift or clocks in before 7:00 p.m. and works at least four (4) hours on the night shift. If a majority of an employee’s shift occurs between 11:00pm and 7:00am, all hours worked on the shift will receive a night differential.

When a regularly scheduled evening or night shift employee temporarily covers a day shift at the request of a department manager, the employee will maintain their evening or night shift differential.

Side Letter Agreement on “Auto 8” - On the date this Agreement is ratified, any bargaining unit employee currently on the “CVMC Auto 8” compensation plan for working 72 or more night shift hours per pay period, will remain on this compensation plan, as long as the employee maintains a schedule where they work at least 72 night shift hours per pay period. The hourly night shift differential for any employee on the “CVMC Auto 8” compensation plan will be four dollars and twenty-five cents (\$4.25), rather than the amount set forth in Article 23(2).

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3. Weekends. Employees will be paid an hourly differential of three dollars and fifty cents (\$3.50) for all worked hours between the beginning of the night shift (11:00 p.m.) on Friday and 11:59 p.m. on Sunday.

4. Per Diem. When working in a per diem status, bargaining unit employees will receive a per diem differential in addition to any other applicable differentials set forth in this Article. Per diem employees in the nursing bargaining unit, Respiratory Therapists, and Imaging Technologists will receive an hourly differential of seven dollars (\$7.00). ED Technician IIts will receive an hourly differential of four dollars and twenty cents (\$4.20). All other per diem technical bargaining unit employees will receive an hourly differential of three dollars and fifty cents (\$3.50).

Side Letter Agreement on Per Diem - Any bargaining unit per diem employee earning a base hourly rate of at least ~~\$46.50~~ prior to the ratification of this Agreement will receive an hourly per diem differential of eight dollars (\$8.00), as long as the employee is continuously employed as a per diem.

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5. Charge/Lead. Bargaining unit nurses will be paid an hourly differential of three dollars (\$3.00) for all hours worked in a charge role and bargaining unit technical employees will be paid an hourly differential of one dollar (\$1.00) for all hours worked in a lead role. To receive the charge or lead differential, a bargaining unit employee must be expressly assigned by their manager to temporarily assume a charge or lead role. A charge nurse pulled to a floor assignment will retain their differential. If the parties

bargain for a clinical ladder program for nurses, either party may propose that the charge differential be modified through this program.

6. Resource. All bargaining unit employees assigned to work out of the Resource cost center will be paid an hourly differential of six dollars (\$6.00) if in the nurses bargaining unit and three dollars and fifty cents (\$3.50) if in the technical bargaining unit.

7. Floating. All bargaining unit employees who float pursuant to the Article on Floating will be paid an hourly differential of five dollars (\$5.00). Employees receiving a Resource differential are not eligible for an additional Floating differential.

8. Respiratory Therapist and RN Transport. Bargaining unit nurses and Respiratory Therapists will be paid a transport differential equal to 100% of the employee's base hourly rate of pay when they accompany a patient on an external transport to or from CVMC. This rate is in effect starting when the transport leaves and ending when it returns.

9. Temporary Assignment Bonus. Any per diem or part-time employee who agrees to a full-time or part-time temporary assignment for a limited, pre-determined, pre-scheduled duration of at least eight (8) weeks will receive a lump sum bonus at the conclusion of the temporary assignment. When a temporary assignment requires that an employee be scheduled for an additional 72 hours or more per pay period, the lump sum bonus will equal \$600 per pay period for employees in the nursing bargaining unit, Respiratory Therapists, and Imaging Technologists, and \$350 per pay period for all other technical bargaining unit employees. For a temporary assignment less than 72 hours/pay period, the lump sum bonus will be prorated to reflect the additional hours assigned to the employee. To receive the lump sum bonus, the employee must not miss more than three (3) scheduled days during the assignment. Cost center seniority shall determine selection among qualified applicants for temporary assignments. Hours worked by per diem employees during a temporary assignment will still count as per diem hours under any applicable minimum hours commitment for per diem employees.

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10. Preceptor Differential. Bargaining unit employees who are expressly assigned by CVMC to act as an assigned preceptor will be paid an hourly differential of two dollars (\$2.00) for all hours worked as an assigned preceptor for: (1) new bargaining unit employees during their orientation period; (2) contracted staff; and (3) senior practicum nursing students. CVMC will assign preceptors based on skill and ability. Employees may be required to attend preceptor training in order to qualify for the preceptor differential.

11. Sexual Assault Nurse Exams. Trained and certified Sexual Assault Nurse Examiners (SANE) shall receive a \$500 stipend for each case in addition to their applicable rate of pay.

12. End of the Day in Ambulatory Clinics. When an employee in an ambulatory clinic is required to work past their regularly scheduled shift for a direct patient care issue that requires the scope and skill of the employee, which cannot reasonably be reassigned, the employee will be paid at a rate of one and one half (1-1/2) times the employee's base hourly rate for all hours worked past their scheduled shift.

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CVMC 4/18 (6:15am)

Article 24--On-Call / Call-In

A. An employee who is designated as on-call receives the on-call stipend and call-in premium when the policy guidelines are met. When CVMC requires that employees designated as on-call carry a pager, pagers will be made available by CVMC.

Cost centers with on-call requirements will determine how call shift preference will be assigned.

To receive the on-call stipend and call-in premium compensation, an hourly employee must:

1. Be employed in a cost center with an approved on-call program;
2. Be officially designated as on-call;
3. Be reachable during the assigned on-call period;
4. Restrict personal travel to permit immediate availability;
5. Respond by phone within ten (10) minutes when notified by phone or pager;
6. Arrive as soon as possible after receiving the call and within thirty (30) minutes; or within sixty (60) minutes for Radiology, ACU/Endoscopy, IPP & WACU, SANE Nurses and CSR.
7. Except in the event of emergent circumstances, an IS Tech II employee shall not be required to be on-call for more than 266 hours per month.

B. On-Call Stipend

1. Compensation in the form of a stipend will be paid for the entire on-call period at six dollars (\$6.00), even when an employee is called in to the work site.

2. Employees scheduled for on-call shifts in the Women & Children's Unit will receive additional compensation of \$150 if called in to work during a 12-hour on call shift (prorated for a shift less than 12 hours).

3. Preference for on-call shifts will be given to employees over contracted staff.

4. If an employee who is scheduled to be on-call is asked to remain at work immediately following their regular shift and works for at least one (1) hour following the end of their shift, they will be compensated at a rate equal to one and one half (1 ½) times the employee's base hourly rate for all hours worked immediately after the employee's regular shift. If an employee is eligible for overtime compensation for staying beyond their regular shift, the on-call premium paid under this section will be credited towards any overtime compensation owed.

C. **Call-In Premium:** When an employee is called to the work site, compensation in the form of a premium rate will be paid under the following guidelines:

1. An employee will receive call-in premium pay equal to one and one half (1 ½) times the employee's base hourly rate for a minimum of two (2) hours to a maximum of actual hours worked. A bargaining unit employee is not eligible for call-in premium pay if they are placed on-call in accordance with the Article on Staffing

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CVMC 4/18 (6:15am)

Adjustments and are called back to the work site during their regularly scheduled shift.

2. If an employee is called in prior to the start of their regular shift the call-in premium pay will cease at the start of the employee's regular shift.
3. If an employee is on call for a scheduled holiday, CTO may be used for that scheduled shift. CTO will not be used for hours that the employee is called in to work.
4. Employees who are called in are eligible for applicable differentials, without application of any minimum hours worked requirements outlined in this Agreement's article on Differentials.

D. On-Call Plus: In Surgical Services, Ambulatory Care, CSR, and WACU, if an employee scheduled to be on-call cancels their on-call shift less than two (2) weeks in advance, CVMC may post the open on-call shift for On-Call Plus pay. These shifts are awarded on a first come-first serve basis, except that CVMC shall make a good faith effort to provide technical bargaining unit employees the first opportunity to sign-up for these shifts in Surgical Services. For all hours on an On-Call Plus shift, including both non-working and worked hours, bargaining unit nurses and LPNs will receive an hourly stipend of ten dollars and fifty cents (\$10.50) and all other technical bargaining unit employees will receive an hourly stipend of five dollars and fifty cents (\$5.50). On-Call Plus pay shall be paid in addition to the On-Call Stipend set forth in Section B. For all worked hours, employees will also receive the Call-In Premium set forth in Section C.

D. Rest Period

1. Whenever possible, call may not be scheduled immediately before or after a bargaining unit employee's scheduled shift except with employee consent.
2. When an employee is called in and there is not an eight (8) hour time lapse between the end of a called-in period and the start of the employee's regular shift, the employee may request up to eight (8) hours off from work before being required to come in to work, and will be paid up to eight (8) hours of any scheduled time that they miss. Leave taken under this section shall be considered an excused absence. If an employee requests to take leave beyond the eight (8) hours, the request shall not be unreasonably denied and, if approved, the employee may choose to use CTO or take leave without pay.
3. Sleep rooms will be provided, if available, free of charge, for employees who are on call.

E. Paid Day Off for On-Call in Operating Room

1. Eligibility. All full-time employees in the Operating Room scheduled for 72 hours and above who are required to participate in an on-call rotation.
2. Paid Day Off. In a two-week period, eligible employees who work a minimum of 72 hours or above and who are on-call for at least 40 hours on a weekend will be eligible for a paid day off the following week.

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CVMC 04/18/24
Counterproposal
Nurses/Techs

Article 25 – Holiday Pay

A. Paid Holidays

January 1 (New Year's Day)
Martin Luther King Jr Day
Memorial Day (National)

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July 4 (Independence Day)
Labor Day
Thanksgiving Day
~~December 24~~
December 25 (Christmas Day)

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1. If CVMC or any Vermont partner of the University of Vermont Health Network recognizes an eighth holiday for its bargaining unit employees then, in the following calendar year, an eighth holiday will be considered added to this Agreement on a day to be determined by CVMC.

Deleted: If CVMC amends this list of holidays on an organization-wide basis, the amended list, including any additional holidays, will be considered incorporated into this Agreement.

3. If a bargaining unit employee works on a CVMC-designated holiday, they will be paid one and one half (1.5) times their regular hourly rate for all hours worked during the holiday ("Holiday Differential"). The Holiday Differential is paid for hours worked between 12:00 a.m. and 11:59 p.m. on the day of the holiday.

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Article 26 – Bereavement Leave

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A. Bereavement leave is offered to provide paid time off from work for a death in the family.

B. All full-time and part-time employees will be provided paid Bereavement Leave of up to three (3) scheduled workdays if there has been a death in the immediate family. Subject to manager/supervisor approval, two (2) additional days of paid bereavement leave may be provided if the funeral or interment will be held out of the immediate area. Such approval shall not be unreasonably be denied. All committed-hour employees will be granted paid Bereavement Leave if there has been a death in the immediate family for the equivalent of whichever is greater: their weekly committed hours or 3 days.

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C. Per diem employees who miss scheduled shifts due to a death in the immediate family will have their absence coded as excused. Per-Diems who miss scheduled shifts due to Bereavement Leave will have their absence coded as excused and will not lose incentive pay that they would have received if not for the Bereavement Leave.

D. Immediate family is defined as spouse or partner, parent, step-parent, children, step-children, sibling, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter in-law, sister-in-law, brother-in-law, and corresponding relatives of a partner, or any other relative or cohabitant (designated in advance of death) who was a member of the employee's household.

For purposes of this section only, a "partner" is an individual, regardless of gender or gender identity, with whom the employee resides and shares an emotional commitment and common necessities of life, or to whom the employee is engaged to be married.

Time off for employees who miss scheduled shifts because of the death of another person close to the employee not listed in this Article will be coded as excused.

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E. If time beyond the paid Bereavement Leave provided in this Article is needed, including for related religious or cultural observances, the employee can request additional time using scheduled CTO or excused unpaid time off.

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TA
Matthew Smith
VP of Case Svc / CMO
4/18/24

M. S. Becker, RN, PMH, BC
Nurse Educator, IPP
4/18/24 2047

CVMC 04/18/24
Counterproposal
Nurses/Techs

Article 27 – Jury Duty

Employees will be given time off to fulfill their civic responsibility to serve on a jury. Employees should present a notice of jury duty to their supervisor/manager as soon as possible so that any staffing changes can be arranged. While on jury duty benefited employees shall receive regular pay for their scheduled shifts missed, authorized hours and retain any court pay and reimbursement for travel. Scheduled shifts will include a scheduled evening or night shift immediately preceding and following a day spent in jury duty. If the needs of the court do not require the full workday, the employee should contact their supervisor about returning to work.

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If jury duty is canceled, the employee and the supervisor may agree to have the employee work their regular shift.

~~If the employee's regularly scheduled shifts are evenings or nights, the employee and the supervisor may agree to have the employee work their regular shift on a canceled jury duty day.~~

Time off for jury duty is an excused absence and, to the extent any provision of this Agreement or other benefit of employment is contingent on an employee not taking a certain amount of time off from work, time off for jury duty will not be counted for that purpose.

FA
VP of Finance
4/19/24
RW
SVC/CWO

CVMC 4/17/24
Counterproposal
Nurses/Techs

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IS Tech
19 April 2024

Article 29- Education and Certification

A. Continuing Education

1. Continuing Education Budget. For each of FY25, FY26 and FY27, CVMC will budget, respectively, \$70,000, \$75,000, and \$80,000 to cover the cost of conferences and training. Any unused dollars will not roll-over to the next year. In addition, CVMC will budget 300 conference days for FY25, 325 for FY26, and 350 for FY27 of eight (8) hours to cover the cost of conferences and training reasonably related to the employee's area of practice. Conference attendance must be approved by a bargaining unit employee's supervisor.

B. Compensation for Training and Education

Any employee required by CVMC to participate in or attend training or educational programs which are held at times other than during an employee's scheduled work hours shall be paid the applicable hourly rate of pay.

C. Career Advancement Programs.

Should CVMC initiate a new program or change an existing program for career advancement (e.g., Pathway program, paid study, apprenticeship, etc.), the parties agree to meet as soon as practicable to bargain the effects of the program.

D. Tuition Assistance. After six (6) months of employment, full-time and part-time employees will be eligible for tuition assistance on the same terms and conditions as all other CVMC employees. The parties acknowledge that at the time of ratifying this agreement, eligible CVMC employees were available for up to \$3,500 annually in tuition assistance.

E. RN to BSN Program. As long as CVMC maintains a RN to BSN program with an institution of higher education, the following criteria shall apply:

a. RNs must be employed full-time at CVMC for a minimum of six (6) months prior to starting the program and must be currently working at least 72 scheduled hours per pay period when the program begins.

b. Part-time employees may participate in the program at CVMC's discretion.

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Counterproposal
Nurses/Techs

c. CVMC will cover all tuition costs for participating employees, excluding the costs of fees, books, and other related expenses. Covered costs for participating part-time employees may be prorated.

d. Employees interested in participating in the program shall submit an application to a representative designated by CVMC and CVMC shall confirm the employee's eligibility. CVMC shall notify the institution of higher education hosting the program of an employee's eligibility. Eligible employees shall then apply directly to the program and, if accepted, the employee shall provide a representative designated by CVMC with proof of acceptance.

F. Certification and Recertification Reimbursement. After six (6) months of employment, full-time and part-time employees will be eligible for certification and recertification reimbursement on the same terms and conditions as all other CVMC employees. The parties acknowledge that at the time of ratifying this agreement, eligible employees could receive up to \$500 annually in certification or recertification reimbursement.

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b. Part time and per diem employees may participate but payment will be prorated based on paid hours from the preceding 12 months prior to acceptance.¶
c. Enrollment: Employee enrolls directly with Norwich and WGU and provides documentation of acceptance, how many credits are needed and a copy of their learning plan.¶
d. The parties agree to work together to explore the opportunity to work with different Vermont higher education establishments to provide favorable terms for educational programs for bargaining unit members.¶
e. If the Norwich educational program ends, management will negotiate a comparable program with the Union.¶
4. Any educational program not listed above will be continued.¶

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Nurses/Techs

Article 30 – Insurance & Wellness

- A. CVMC will provide bargaining unit employees with access to a Benefits Plan (“Plan”) that satisfies the requirements for a cafeteria plan under Section 125 of the Internal Revenue Code. All Plan provisions are subject to change, provided that such changes are uniformly applied to all CVMC employees participating in the changed Plan. CVMC will provide notification to the Union at least sixty (60) days prior to the implementation of any changes to the Plan provisions. Subsequent to providing notice of any changes, CVMC and the Union will meet upon request of either party to discuss the changes.

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CVMC will not raise contribution rates above amounts specified in Section D and E of this Article during the term of this Agreement. Any Plan improvements provided to other CVMC employees during the term of this Agreement will be provided to bargaining unit employees.

Per IRS guidelines, all benefit elections must remain in effect for the full calendar year (January 1 through December 31) unless there is a qualifying event under the terms of any benefit plan.

In addition, the IRS requires all enrollments be completed and submitted to CVMC within thirty-one (31) days of change in status or within sixty (60) days of the adoption, birth of a child or legal guardianship; otherwise the bargaining unit employees must wait until the next open enrollment period to enroll or make any changes to their current elections.

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To the extent permitted by applicable law, the Union shall have access to all plan cost information, including but not limited to administrative cost factors and out-of-pocket costs paid by bargaining unit employees (e.g. employee payment for claims filed but not paid, employee payments for deductibles and employee co-payments).

- B. To participate in the Plan, bargaining unit employees must be a full or part-time employee scheduled to work at least 40 hours per pay period.

- C. Dependents eligible for coverage under Plan benefits include the bargaining unit employee’s legal spouse, dependent children, including biological children, legally adopted children, stepchildren, and any child placed in the employee’s home for legal adoption or guardianship, and domestic partners and children of domestic partners who were enrolled in the plan at the time this Agreement was ratified. Dependent children must be:

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- a. Under age 26, or
- b. Age 26 or over and incapable of self-support because of a mental or physical disability that existed before the child reached age 26.
- c. Dependent eligibility must be verified with supporting documentation provided to CVMC within 60 days of the dependent enrollment.

CVMC 04/04/24
Counterproposal
Nurses/Techs

D. Group Medical

Eligible bargaining unit employees will contribute to the full cost of medical coverage plans according to the following schedule:

Full-Time (72-80 Hours)		Part-Time 1 (60-71 Hours)		Part-Time 2 (40-59 Hours)	
250 Plan		250 Plan		250 Plan	
Employee	22.241%	Employee	29.210%	Employee	30.180%
Employee + Spouse	23.253%	Employee + Spouse	30.618%	Employee + Spouse	31.649%
Employee + Child(ren)	21.769%	Employee + Child(ren)	28.557%	Employee + Child(ren)	29.507%
Family	24.748%	Family	32.693%	Family	33.805%
400 Plan		400 Plan		400 Plan	
Employee	18.730%	Employee	26.013%	Employee	27.027%
Employee + Spouse	19.788%	Employee + Spouse	27.484%	Employee + Spouse	28.562%
Employee + Child(ren)	18.236%	Employee + Child(ren)	25.330%	Employee + Child(ren)	26.323%
Family	21.349%	Family	29.653%	Family	30.816%
HDHP 1600		HDHP 1600		HDHP 1600	
Employee	11.329%	Employee	19.142%	Employee	20.254%
Employee + Spouse	12.460%	Employee + Spouse	20.752%	Employee + Spouse	21.930%
Employee + Child(ren)	10.803%	Employee + Child(ren)	18.398%	Employee + Child(ren)	19.483%
Family	14.133%	Family	23.199%	Family	24.469%
HDHP 3200		HDHP 3200		HDHP 3200	
Employee	4.651%	Employee	13.040%	Employee	14.210%
Employee + Spouse	5.868%	Employee + Spouse	14.733%	Employee + Spouse	15.976%
Employee + Child(ren)	4.081%	Employee + Child(ren)	12.252%	Employee + Child(ren)	13.397%
Family	7.663%	Family	17.224%	Family	18.562%

E. Group Dental

Eligible full-time bargaining unit employees (72-80 hours) shall contribute 35% and eligible part-time bargaining unit employees (40-71 hours) shall contribute 50% to the full cost of any dental coverage plan.

F. Group Vision

The vision plan is fully paid for by the bargaining unit employee. CVMC does not contribute to the cost of the employee's vision coverage.

G. Health Care and Dependent Care Flexible Spending Accounts

All benefit-eligible bargaining unit employees may participate in both accounts, except that to participate in a Dependent Care Flexible Spending Account, the employee must have an eligible dependent as defined by applicable IRS guidelines.

H. Basic Life Insurance

All benefit-eligible bargaining unit employees can elect Basic Life and Accidental Death & Dismemberment (AD&D) insurance in the amount of two times (2x) annual base salary or \$50,000 paid for by CVMC, subject to any applicable age reduction. If benefit-eligible bargaining unit employees do not elect an amount for Basic Life and AD&D, they will automatically be enrolled in the two times (2x) annual base salary coverage. This benefit is fully paid for by CVMC.

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I. Voluntary Life Insurance and Voluntary Benefit Programs

All benefit-eligible bargaining unit employees have the option to purchase voluntary life and AD&D insurance, as well as other voluntary benefit offerings at their own expense. While subject to change at the discretion of CVMC, the programs currently offered include, but may not be limited to:

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- Voluntary Employee Life and AD&D
- Voluntary Spouse and child life insurance including AD&D
- Critical illness insurance
- Accident insurance
- Hospital indemnity insurance
- Identity theft insurance
- Pet insurance

J. Short Term Disability Benefits

Subsequent to hire on a date established by Short Term Disability (STD) plan documents, all benefit-eligible bargaining unit employees have the option to purchase STD insurance paid for by CVMC and the bargaining unit employee at rates established by CVMC.

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K. Long Term Disability Benefits

Subsequent to hire on a date established by Long Term Disability (LTD) plan documents, all benefit-eligible bargaining unit employees will receive basic LTD insurance in the amount of sixty percent (60%) of pay up to any maximum dollar amount established by CVMC. This benefit is fully paid for by CVMC.

Deleted: Bargaining unit employees may elect to purchase additional LTD insurance at their own expense.

L. Gym Access

Bargaining unit employees may access available gym facilities at CVMC.



Article 32 – Combined Time Off

A. CTO. The Combined Time Off (CTO) program provides employees with paid time off consistent with their position and length of service and encourages flexibility in usage of paid time off through scheduled and unscheduled absences, as well as a cash-in provision. All full-time and part-time bargaining unit employees are eligible to accrue CTO hours.

1. Eligible bargaining unit employees will begin accruing CTO from the start of employment at CVMC or the effective date of entering an eligible status at CVMC. If a bargaining unit employee transfers to CVMC from another position within the University of Vermont Health Network (UVMHN), they may carryover eighty (80) unused CTO hours from their previous position.
2. Eligible employees accrue CTO each pay period on the basis of paid work and CTO hours. The maximum number of paid hours on which CTO is accrued is eighty (80) hours per pay period.
3. CTO is not accrued on workers' compensation, CTO cash-in, short-term disability, long-term disability, leaves of absences or during an unpaid absence.
4. The accrual rates for eligible employees are based on length of continuous eligible service and position classification.
5. The maximum amount of CTO hours that can be accrued in a bargaining unit employee's CTO bank is two (2) times the individual employee's annual accrual. Once this amount is reached, no more CTO hours will be accrued until the CTO hours in the bank are below this maximum amount. The maximum allowed accrual is prorated for bargaining unit employees based on their committed hours.
6. When a bargaining unit employee's committed hours are reduced, their CTO bank will be compared to the new maximum CTO allowed. If the CTO hours bank is over the new maximum, the excess CTO hours plus two (2) pay periods' worth of CTO accrual hours (based on the new accrual rate) will automatically be cashed out to make the employee's CTO bank below the new maximum. This will allow the bargaining unit employee to continue to accrue CTO hours. This payment will be included in the next paycheck. This cash out does not affect the employee's eligibility for the CTO cash-in (see CTO Cash-in Section).

Years of Network (UVMHN) service	Accrual Rate	Maximum Cap for Accrual of Hours for 80 hours/pay period employees*
0 to 5	.1039	432
5+ to 10	.1231	512
10+ to 14	.1270	528
14 +	.1424	592

* Bargaining unit employees who work less than 80 hours per pay period will have the same accrual rate, but their maximum cap for accrual of hours will be prorated based on their committed hours.



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B. Use of Combined Time Off (CTO)

1. **Combined Time Off for Bargaining Unit Employees.** CTO will be used for scheduled absences, planned personal days, and all unscheduled absences. CTO must be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to their committed authorized hours, unless otherwise required by applicable law. CTO hours may not be used to cover canceled extra shifts.

Deleted: holidays (if the bargaining unit employee is regularly scheduled to work on that day, and CTO is elected by the employee),

CTO may also be used when a bargaining unit employee's regularly scheduled workday falls on a CVMC-designated holiday. CTO is not used when a bargaining unit employee is not regularly scheduled to work the holiday. If a bargaining unit employee elects against using CTO on a holiday, the day will be considered excused unpaid time. 2. **New Bargaining Unit Employees.** Eligible bargaining unit employees will accrue CTO hours from the date of hire.

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3. **Upon Termination.** Unless a bargaining unit employee is transferring to a new position within the UVMHN then, upon termination, a bargaining unit employee will be paid for all CTO remaining in their CTO bank at one hundred percent (100%) of its value, in accordance with tax laws and IRS regulations. The value is calculated using the bargaining unit employee's base rate. If a bargaining unit employee transfers to a new UVMHN position, they will carryover up to eighty (80) unused CTO hours and any hours in excess of eighty (80) will be paid to the employee pursuant to this Section.

C. Payment of CTO: When an employee is approved to use CTO for regularly scheduled shifts, CTO shall be paid at the employee's base rate plus any applicable shift differentials. When an employee is approved to use CTO for any additional shifts, CTO shall be paid at the employee's base rate. **D. CTO Donation:** Pursuant to CVMC policy on CTO, full-time and part-time bargaining unit employees may donate CTO to another employee, per IRS regulations.

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E. Combined Time Off (CTO) Sell: Pursuant to the CVMC policy on CTO, eligible bargaining unit employees may elect during open enrollment to sell up to a maximum of forty (40) hours of their accrued Combined Time Off (CTO) in the amount of 20, 24, 32, or 40 hours to help offset the cost of benefits.

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F. CTO Cash-In Program: Pursuant to CVMC policy on CTO, eligible bargaining unit employees may make CTO Cash-In elections during open enrollment for the upcoming calendar year. The CTO Cash-In program provides the opportunity to convert unused and available CTO hours to cash paid out in the next calendar year and taxed at supplemental rates, per IRS regulations.

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CMS
4/19/24
RW BSW

[Handwritten Signature]
4/19/24

CVHU 4-18-2024

Article 33 Child Care

1. **In-House Facility.** If the Employer, creates a new in-house facility, or contracts with a child care facility/operator, or otherwise creates CVMC exclusive child care slots, the hospital agrees to bargain access and benefits with the Union.

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2. **Payroll Tax.** The Employer will pay the entire childcare tax for employees beginning July 1, 2024 at a rate no higher than that set by the State of Vermont at the time this Agreement was ratified.

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Article 34 – Retirement

CVMC will continue to maintain a 403(b) retirement plan during the term of this Agreement, so long as none of the provisions in this plan violates applicable laws or regulations. In the event that any benefit provided under this plan violates applicable law or regulations, CVMC will meet and confer with the Union at least sixty (60) days prior to changing the benefit.

All bargaining unit employees are eligible to make personal contributions into the 403(b) retirement plan as of the effective date of hire. All bargaining unit employees who meet the eligibility criteria of the 403(b) retirement plan will also receive basic and matching contributions from CVMC.

CVMC agrees there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement. If CVMC improves the 403(b) retirement plan for non-bargaining unit employees during the term of the Agreement, such improvements shall also be applied to the retirement benefits for bargaining unit employees.

CVMC will offer retirement education to bargaining unit employees.


4/19/24


4/19/2024

CVMC 04/18/24
Counterproposal
Nurses/Techs

TA
Matthew [unclear] pw
✓ SP A Care Sec/ano
4/18/24

Article 34— Family and Medical Leave (FMLA)

CVMC will provide parental, family, medical, and military caregiver leave in compliance with applicable state and federal law.

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18 April 2024

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VP PT Case Syc/cwo
4/18/24

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4/18/24

Article 35 – Supplemental Family and Medical Leave

- A. Eligibility. To be eligible for supplemental family/medical leave, a bargaining unit employee must meet all eligibility and qualification requirements for Family and Medical Leave, must have exhausted a continuous twelve (12)-week leave available under Family and Medical Leave, and supplemental FMLA must commence immediately after the exhaustion of FMLA.
- B. Leave Period. Provided that the notice and medical certification requirements are met, an eligible employee may be granted an additional four (4) weeks of unpaid leave of absence during the rolling twelve (12)-month period measured backward from the date the employee begins any family/medical leave as provided under this Agreement.
- C. Notification Process. If the need for supplemental family/medical leave is foreseeable, the employee must give reasonable prior written notice (generally thirty (30) days). If the leave was foreseeable and the employee fails to provide appropriate notice, commencement of the leave may be delayed. If the need for supplemental leave is not foreseeable, the employee is expected to give notice no later than two (2) business days after learning of the need for leave except in extraordinary circumstances.
- D. Medical Certification. Medical certification utilized to approve the initial family/medical leave under this Agreement, in most circumstances, will be sufficient for review and approval of supplemental family/medical leave requests. Periodic reports of the employee's status and intent to return to work may be required during the supplemental leave period. Failure to provide requested recertification within fifteen (15) days, if such is practicable, may result in delay or denial of further leave until it is provided.
- E. Unpaid Leave. Supplemental family/medical leave is unpaid. However, a bargaining unit employee with CTO hours may use them to provide the equivalent of regular pay. It is the bargaining unit employee's responsibility to inform CVMC whether to use CTO time. If CVMC is not informed, available CTO will not be used.
- F. Intermittent Leave. Supplemental family/medical leave may not be taken intermittently (in separate blocks of time) or on a reduced leave schedule.
- G. On-the-Job Injuries. Time off for on-the-job injuries that meet eligibility requirements under applicable Workers' Compensation laws will be charged to time off allowed under this Article and such leaves will run concurrently.
- H. Benefit. During an approved supplemental family/medical leave, CVMC will continue paying its portion of the cost for employees covered under insurance benefit programs to the same extent required under Family and Medical Leave. The employee must continue to pay their portion of the applicable benefit cost during the leave as instructed by CVMC. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed. Service credit for applicable group benefit plans will continue while on approved supplemental family/medical leave. If an employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the supplemental family/medical leave.

CVMC 04/18/24
Counterproposal
Nurses/Techs

- I. Job Protection. An employee, whose supplemental family/medical leave does not exceed the leave allotment, will return to an equivalent or former position upon completion of the leave. The employee will return with equivalent pay, benefits, and other terms and conditions of employment existing on the day the leave began as long as such benefits are still provided by CVMC.
- J. Return to Work. An employee should contact CVMC or its designated leave administrator, and their manager at least two (2) weeks or as soon as practicable prior to the scheduled return date. Annual performance planning and performance appraisals that are scheduled to occur while the employee is on supplemental family/medical leave may be rescheduled by the employee's manager within thirty (30) days of the employee's return.
- K. Failure to Return. If an employee fails to return to work upon completion of supplemental family/medical leave, they will be considered as having voluntarily terminated. In the event that an employee fails to return to work upon completion of supplemental family/medical leave, CVMC may recover from the employee the cost of any payments made to maintain the employee's benefits, except where the employee does not return because of the continuance, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

Tentative Agreement

Article 37 – Military Leave

A. Eligibility: Consistent with CVMC's applicable policies and as required by law, employees ordered to military/uniform duty will be granted a leave of absence for the period of service time, including a reasonable period between leaving their job and entering military service and a reasonable period between their release from service and their return to work.

B. Notification: An employee with active reserve commitments must inform their manager of the anticipated period of service as early as it is known and not later than at the time they receive military orders. Employees must comply with the notification requirements in CVMC's Leave of Absence for Military Service policy.

C. Benefits:

1. Once per calendar year, for the first ten days of an employee's annual reserve commitment, the employee will be provided a pay differential (including shift differentials for missed shifts) if the pay for scheduled shifts missed by the employee during the ten-day period would have exceeded the service pay. To receive this benefit, eligible employees are required to submit a copy of their military leave and earnings statement for the covered period. Differential wage payments to an employee on qualified military service are considered "wages" subject to federal income tax withholding. Military pay differential is paid via payroll check.

After ten days, the employee may elect to be paid Combined Time Off (CTO) hours during the period of active duty or take an excused absence without pay, or a combination of both. It is the employee's responsibility to inform CVMC whether to use CTO time. If CVMC is not informed, available CTO will not be used.

2. For the first thirty (30) days of military leave, CVMC will continue paying its portion of the benefit cost for employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The employee must continue to pay their portion of the applicable benefit cost during the leave as instructed by CVMC. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed.

3. On the thirty-first (31st) day of military leave, CVMC sponsored life insurance and short and long-term disability programs cease. If the employee wishes to retain coverage, they can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of military leave, the employee

Tentative Agreement


can maintain medical, dental, vision and healthcare reimbursement account through COBRA as instructed by CVMC. The employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the employee's payment for the benefit cost is not received as instructed.

4. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on military leave. If an employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the military leave.

D. **Seniority.** As required by law, an employee returning from completion of active duty shall be reinstated with preservation of seniority the employee had accrued when the military leave commenced.

E. **Pay Increases.** Upon an employee's return from military leave, the employee will receive any general pay increases that may have been implemented while on leave.

F. **Reinstatement.** As required by law, the employee, upon completion of active duty, will be returned to their previous position or to another comparable position. The rights and obligations regarding reinstatement are set forth in CVMC's Leave of Absence for Military Service policy.


For CVMC: VP Pt. Care Services/CNO
1/10/2024

For CVHU:


RN
1/10/2024

CM
RN 4/18/24

TA
Matthew Crockett
VP of Care Services
4/18/24

CVMC 04/18/24
Second Counterproposal
Nurses/Techs

Article 38 – Short Term Leaves of Absence

A. Reasons. Short Term Leaves of Absence may be granted to regular full and part-time employees who have completed one year of service for the following:

1. Volunteering: An employee may request a leave of absence, up to ten (10) consecutive days per calendar year, to volunteer in support of any charitable organization as defined in Section 501(c)(3) of the IRS Code. To be eligible for this program, time must be taken in full day increments. Employees may choose to use CTO or be unpaid.

2. Election to the State Legislature: Any employees who, in order to serve as a member of the Vermont General Assembly, must leave a full-time or part-time position, will be granted an unpaid leave of absence to perform any official duty in connection with their elected office. To be eligible for re-employment, the employees must return to work immediately following the completion of their legislative session. An employee who is elected to the General Assembly must notify Human Resources and their manager in writing within ten (10) days of winning the election.

3. Educational Leave of Absence: An unpaid leave of absence for educational opportunities that promote an employee's growth and development at CVMC may be granted for up to twenty-four (24) months at accredited educational institutions (may be continuous or intermittent). Prior to the leave of absence and at the start of each academic semester of the leave, the employee must provide proof of enrollment.

4. Health Service: Underdeveloped Areas or Disadvantaged People: An unpaid leave of absence for up to twelve (12) months may be granted to participate in health services for the benefit of underdeveloped areas or disadvantaged people. Only one leave of up to twelve (12) months is permitted every three (3) years.

5. Professional Work Experience/Expertise: An unpaid leave of absence of up to twelve (12) months may be granted to employees with five (5) or more years of consecutive full-time or part-time service, upon proof of employment in a health care related position to gain additional professional expertise. Only one (1) leave of up to twelve (12) months is permitted every five (5) years.

6. Personal Leave of Absence: Up to six (6) months of unpaid leave may be granted in the event of personal circumstances and personal emergencies. Unpaid absence will not be allowed unless all CTO has been used, except in cases of approved medical and/or family leave.

9. Leave; alleged crime victims; relief from stalking or abuse. CVMC will provide leave for alleged crime victims and for relief from stalking or abuse in compliance with state law.

10. Short-term Family Leave will be provided as per the applicable law and leave may be provided for the following purposes:

- a. To participate in preschool or school activities directly related to the academic advancement of the employee's child, step-child, foster child or ward who lives with the employee, such as a teacher conference.
- b. To attend or accompany the employee's child, step-child, foster child or the employee's parent, spouse or civil union partner, or parent of the employee's spouse or civil union partner or ward who lives with the employee ("immediate family") to routine medical or dental appointments.

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- c. To accompany the employee's parent, spouse or civil union partner, or parent of the employee's spouse or civil union partner to other appointments for professional services to their care and well-being.
- d. To respond to a medical emergency involving the employee's immediate family.

11. To the extent any applicable State or federal law requires that CVMC provide for leaves of absence beyond that set forth in this Agreement, the requirements of that applicable law will be considered part of this Agreement.

B. Process: An employee requesting a leave of absence will complete a Request for a Leave of Absence Form. An employee's direct supervisor will consider each request on an individual basis using criteria in section A of this article as a guideline, then forward the request to the cost center or department Manager for final approval. Requests will be evaluated based on a number of criteria, including past work performance, seniority, needs of the cost center or department, and the nature of the request. When applicable, the employee must provide proof of participation in a sanctioned program. Requests for a leave of absence will not be unreasonably denied.

C. Benefit Provisions

1. For the first thirty (30) days of an approved leave of absence, CVMC will continue paying its portion of the benefit cost for an employee covered under its medical, dental, vision, reimbursement accounts or life and disability programs. The employee must continue to pay their portion of the applicable benefit cost during the leave as instructed by CVMC. Coverage may be canceled if the employee's portion of the benefit cost is not received as instructed.

2. On the thirty-first (31st) day of an approved leave of absence, CVMC sponsored life insurance and short and long-term disability programs cease. If the employee wishes to retain coverage, they can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of leave, the employee can maintain medical, dental, vision and healthcare reimbursement accounts through COBRA as instructed by CVMC. The employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the employee's payment for the benefit cost is not received as instructed.

3. Service credit for pension, 403(b) retirement plan, CTO, and short-term disability benefit levels will continue while on an approved leave of absence. If an employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the leave of absence.

D. Return. If the employee is unable to return to work within the approved leave time, they must request an extension in writing. Each request will be considered by CVMC on an individual basis. Requests for an extension for unpaid leave of absence will not be unreasonably denied. Employees not returning within the approved leave time will be considered as having voluntarily terminated from CVMC.

Article 39 – Discipline & Discharge

A. No employee, except for employees in a probationary period, shall be disciplined or discharged except for just cause.

B. The Employer will permit a Union steward to be present during an investigatory interview according to Weingarten standards developed by the National Labor Relations Board. The manager or supervisor shall notify the employee that they may have a Union representative present at any conversation, interview, or investigation that, in the reasonable opinion of the manager/supervisor, could result in progressive discipline or necessitate some form of disciplinary documentation in a personnel file. The Employer will provide notice under this Section prior to any applicable meeting, except that the failure to provide prior notice will not preclude the Employer from proceeding with the meeting, as long as notice is provided during the meeting. If the employee, upon being informed of their right to representation, requests a union steward, the meeting will then be postponed until a steward is available.

C. An employee shall be informed of the right to have a Union steward or a Union representative present whenever the employee is to be informed of a decision to issue discipline. In the event no Union steward is available, the Employer may impose the discipline but must meet with the employee and a steward as soon as practicable. Meetings shall be conducted in the spirit of mutual respect.

D. After one (1) year, past corrective action shall not be admissible to establish an element of progressive discipline. Exceptions to this include corrective actions for harassment, substance abuse, confidentiality or privacy violations (including HIPAA), medication or drug diversion, patient abuse or mistreatment, billing compliance violations, or similarly serious matters, which will remain in effect for as long as the bargaining unit employee is employed.

E. The Employer will provide the Union with a courtesy copy of written discipline.

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Matthew [Signature] 4/12/2024
NP Pt. Care Svc/cwo

[Signature] 4/12/24

CVMC 04/19/24 (4:45am)
Counterproposal
Nurses/Techs

Article 40 – Grievance & Arbitration

A. Scope and Process

1. Any disagreement or dispute between the parties involving the application or interpretation of this Agreement, and/or applicable laws shall be defined as a grievance and processed according to the procedures contained in this Article.

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2. It is the intention 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. When an issue remains unresolved after verbal discussions (Step 1), it is reduced to writing.

3. The parties agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of the employer CVMC.

4. Grievance meetings or other conferences to discuss settling disputes, which require the attendance of bargaining unit employees, shall be scheduled immediately before, during or after the bargaining unit employees' scheduled shift, unless otherwise agreed to by the parties.

5. The employer CVMC will pay for one (1) union designee for time spent in Step 2 and Step 3 grievance meetings up to a maximum of one (1) hour per meeting.

B. Time Limits

1. The parties agree that the time limitations of this article 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.

2. Failure of the grievant to abide by the time limitations of this Article shall preclude any subsequent filing or processing of the grievance. Failure of the party against which the grievance was filed to a deadline under this Article shall be considered a denial of the grievance that permits the grievant to appeal to the next step as appropriate. If failure of the party against which the grievance was filed to meet a deadline results in the grievant appealing to Step 4, the party against which the grievance was filed shall pay all fees and expenses of the arbitrator.

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C. Steps

Business days are defined as Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays as outlined in this Agreement. All time limits may be extended by agreement of the parties that is confirmed in writing. Any request for extension will not be unreasonably denied. Written notification of advancing a grievance to Step 2, Step 3, or Step 4 shall be provided via email to any representative designated by the receiving party.

Step 1: Verbal grievances filed by the Union CVHU shall be presented to the grieving bargaining unit employee's immediate supervisor, or a designee with authority to settle the



CVMC 04/19/24 (4:45am)
Counterproposal
Nurses/Techs

grievance, within seven (7) business days of the event giving rise to the grievance. The supervisor, or their designee, shall reply as soon as possible, but if additional information is needed, the supervisor shall have ten (10) business days to respond.

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Step 2: If a grievance is unresolved at Step 1, the Union CVHU shall have ten (10) business days from when the Step 1 response is received, to advance the grievance to Step 2. Step 2 grievances shall be sent via email to the management representative designated by the Employer CVMC, and shall contain:

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1. The date of the Step 1 verbal grievance meeting and the name of the supervisor manager(s)/Union Officer(s) to whom it was presented.
2. Statement of the facts upon which the grievance is based.
3. The section or sections of this Agreement that may have been violated.
4. The remedy or correction which is desired to be made.

A meeting shall be held within 10 business days of the filing of the grievance and a response shall be given within 7 business days of the meeting.

Step 3: If a grievance is unresolved at Step 2, the Union CVHU shall have ten (10) business days to advance the grievance to Step 3. A meeting shall be held within ten (10) business days of the filing of the grievance and a response shall be given within seven (7) business days of the meeting.

Step 4: If the response to Step 3 is unsatisfactory, the grievance must be filed for arbitration within thirty (30) business days of the response from Step 3, except that if the grievance involves corrective action, only actions involving discipline more serious than a written verbal warning may be filed for arbitration. Unless agreed to by the parties, each grievance will be arbitrated separately.

Arbitration will be conducted in accordance with American Arbitration Association procedures. If both parties agree, the parties may elect to use different procedures or an alternative process for arbitrator selection.

In filing for arbitration, the aggrieved party may not add sections of the Agreement that were allegedly violated or seek a remedy in excess of that which was set forth in the aggrieved party's written presentation at Step 3. Similarly, the Arbitrator may not find contract violations or impose a remedy in excess of that which was set forth in the aggrieved party's written presentation at Step 3.

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.

CVMC 04/19/24 (4:45am)
Counterproposal
Nurses/Techs

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.

Exceptions to Initial Filing at Step 1 or 2: A grievance concerning a discharge must be filed initially at Step 3.

If the parties mutually agree the representatives designated in Steps 1 or 2 lack authority to settle a grievance, it may be initially filed at the next step. Additionally, upon mutual agreement of the parties, a grievance may be initiated at Step 3.

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CVMC Proposals

-Nurses

-Techs

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Article # - No Strike/No Lockout

There shall be no strikes or lockouts during the term of this Agreement unless negotiated as part of individual articles of this agreement.


The Union will not call or sanction any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work, or engage in any picketing at any facility when CVMC employees work during the period of this Agreement. CVMC agrees that there will not be a lockout of bargaining unit employees during the period of this Agreement.

Should a strike, sympathy strike, slowdown, or other concerted stoppage of work occur, whether or not called or sanctioned directly or indirectly by the Union, the Union, acting through all of its officials, within twenty-four (24) hours of a request by CVMC shall:

1. Publicly disavow such actions by the bargaining unit employees.
2. Advise CVMC in writing that such action by the bargaining unit employees has not been called or sanctioned by the Union.
3. Post notices on Union bulletin boards and disseminate electronic notice to bargaining unit employees that the Union disapproves such action and instruct bargaining unit employees to return to work immediately.

CVMC shall have the right to discharge for cause any or all bargaining unit employees who incite, induce, or participate in a violation of any of the provisions of this Article, subject to the grievance arbitration procedures for the sole purpose of ascertaining whether the bargaining unit employee incited, induced, or participated in a conduct prohibited by this Article.

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4/19/24

TA HPC
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RN BSN
4/19/24
W. [unclear]
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CVMC 04/17/24
Counterproposal
Nurses/Techs

Article 42 – Personnel Files

1. In accordance with applicable policy, CVMC shall maintain a personnel file for every bargaining unit employee. Each bargaining unit employee shall be granted access to any portion of their personnel file and, to the extent any portion of their file is not available to the employee through electronic self-access, CVMC shall cooperate with the employee and the Union on how to best provide access to this portion.

~~2. Before placing any documentation into an employee's personnel file, or a manager's file, that could be used to substantiate discipline or a "does not meet" performance evaluation, the employee shall be informed of and given a copy of the documentation.~~

3. Employees may submit a timely response to any performance evaluation or written corrective action they receive, which shall be included in their Human Resources file

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4/19/24

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Counterproposals
Nurses/Techs

Article 43 – Health and Safety

A. ~~The Employer CVMC and the Union CVHU~~ recognize that employees may be exposed to workplace situations that pose risks to health. Consistent with ~~the Employer's~~ policies and the requirements of state and federal law, CVMC agrees to protect the health of employees and provide a safe work environment. To that end, ~~the Employer CVMC~~ agrees to provide:

1. A program of infectious and communicable disease control as required by state and federal law.

2. Physical examination, health tests, labs, and immunizations as required by CVMC, state and federal law at no cost to the employee.

3. Material data safety sheets as required by state or federal law.

4. Needle protection systems as required by state or federal law.

5. ~~In any cost center where medications are administered or prepared, medication disposal systems will be available. Medication disposal system in every medication room and/or with every Pyxis (implementation of the CACTUS system)~~

6. All safety equipment and related training necessary to perform the duties of the position, including appropriate levels of PPE such as masks, gloves, gowns, scrubs, goggles, lead vests/gowns, and any other proper equipment needed to protect employees as recommended by CDC guidelines or the Vermont Department of Health, or as required by ~~the Employer's CVMC~~ policies and procedures, and state and federal law. Employees agree to attend related training.

7. Employees are responsible for using appropriate ~~PPE and~~ safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or in disrepair. ~~The Employer CVMC~~ shall replenish or repair such supplies and equipment when notified. Employees are responsible for taking good care of all safety equipment.

8. CVMC will make available patient de-escalation, BLS, and workplace safety training to all employees who request it. An employee who requests to be de-escalation or BLS trained shall complete the training as soon as is reasonably practicable after the request and priority shall be given to those employees who are required to complete the training. The training shall be paid time.

B. Only employees trained to work with hazardous materials shall do so.

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CVMC 04/19/24
Counterproposals
Nurses/Techs

C. Employees may raise safety complaints/concerns at any time without fear of reprisal for making the safety complaint/concern consistent with the Healthcare Whistleblower's Protection Act, 21 V.S.A., Section 507.

D. Employees and the Employer CVMC will be required to follow all the Employer's written CVMC-policies and procedures affecting health and safety.

E. In the event any employee believes in their professional opinion they have been given an assignment that is unsafe or that endangers patient care, they will immediately notify their supervisor or designee. The supervisor or designee, will review the assignment at that time and work with the employee, security personnel, and any other relevant parties to formulate a plan of care that is safe for both employees and the patient.

If the employee disagrees with the plan of care, they may not abandon the patient and will work as directed, but may do so under protest. The employee may complete a "Concern Form" which will be provided by the Union. It will reflect the employee's name, shift, department, supervisor they submitted the form to, the date and description of the incident, and the supervisor's response. Nothing in this paragraph shall limit the rights of employees under the Healthcare Whistleblower's Protection Act, 21 VSA § 507.F.

F. The Employer CVMC shall continue to work with the Union to ensure that written policies, procedures and protocols affecting health and safety are reviewed with the Union, are readily available to employees and updates are brought to the attention of the employees in a timely fashion.

G. The Employer CVMC shall maintain an updated policy on audiovisual capture or recording of patients and employees, which shall include, but will not be limited to, a response process to inappropriate audiovisual capture by patients and visitors. Department specific policies or guidelines regarding audiovisual recording may be more (but not less) restrictive than the Employer's CVMC policy.

H. At regular meetings of the Labor-Management Committee, the Employer CVMC will collaborate with employees on, among other issues, enhanced security presence in screening of patients for weapons, maintaining a safe weapons, removal and storage procedure, and the personal protective equipment and other safety devices made available to employees.

I. Any provision of this Article may be a topic of discussion before the Labor-Management Committee, whenever requested by either party. The Union may also select one (1) employee from the nurses bargaining unit and one (1) employee from the technical bargaining unit to serve on CVMC's Workplace Violence Committee.

~~Deleted: (including a non-bargaining unit employee)~~

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~~Deleted: The Employer CVMC will continue to prioritize staff safety in the Emergency Department, Express Care, Outpatient Clinics, Pharmacy and all units.~~

~~Deleted: mutually agreeable dates~~

~~Deleted: the ED, Express Care Outpatient Clinics, Pharmacy and all units; and~~

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~~Deleted: Employer CVMC shall be proactive in preventing workplace violence, establishing a goal of zero harm to all CVMC patients, employees, and visitors and zero tolerance for workplace violence. The policy shall include, but will not be limited to, processes for planning for, responding to, reporting, and documenting violent or threatening situations. Additionally, if an employee is a victim of, or witness to, or threatened with a workplace violence incident, as defined by CVMC policy, and the employee requests time off from work to recover from physical or mental injuries caused by the violence, such requests will be granted. Employees who take time off pursuant to this section will be placed on paid administrative leave for any missed scheduled hours on the day of the employee's injury and, for any time off after the day of the injury, the employee may elect to take the time as scheduled CTO or excused unpaid time.~~

~~The Employer CVMC will work with the Union CVMC to develop additional policies to deal with patients/residents who repeatedly make threats against any employees, including putting restrictions on the healthcare relationship.~~

~~J. Deleted: parties agree that within 30 days of the ratification of this agreement, they will form an ongoing Health and Safety Committee to meet and discuss, and attempt to come to an agreement on the following items:~~

~~Deleted: <#>Badge access for the~~

~~Infusion suite~~

~~Intercoms/communication for codes in MOB B~~

~~Panic buttons on badges~~

~~More robust panic button system~~

~~At least one security office inside the Express Care Clinic at all open hours~~

~~In a non-urgent care setting, employees will not be required to see Covid positive patients before 5-10 days after onset of symptoms unless the setting has been prepared with a negative pressure room and/or filtration installed.~~

~~Every Outpatient clinic, and every cost center that requests it, will have a safety assessment, and ... [1]~~

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Article 44 – Planning for the Future

In the instance of a change in status of CVMC, and to the extent not otherwise addressed in this Agreement, CVMC agrees to bargain all effects of the impact of potential sales, mergers, acquisitions, consolidations, future facilities, expansion, and employer initiatives through PPOs or HMOs on employees.

CVMC agrees to act lawfully under the obligations prescribed under the WARN Act. When the employer considers a plan with respect to any of the foregoing issues, CVMC shall inform the Union at least ninety (90) days prior to the implementation of the plan and offer to discuss promptly the potential impact on employees. Failure to complete discussions prior to implementation shall not prohibit CVMC from implementation. However, the Union shall have the right to negotiate all effects retroactive to the implementation.

Matthew [unclear] RW
VP Pt. Care Svc/CWO
4/12/2024

Bruce Soley
4/12/24

TA

*Matthew [unclear] RN
VP Pt. Care SVCS / CNO
4/17/24*

*Charlotte Holden, RN
4.17.24*

CVMC 4/12/24
Counterproposal
Nurse/Tech

Article 46 – Labor Management Committee

~~The Hospital CVMC Employer~~ recognizes that, due to their specialized education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care ~~at CVMC the Hospital~~, and that, therefore, procedures should be developed whereby the views and recommendations of ~~both CVMC the Employer and the Union CVHU~~ are heard. ~~the bargaining unit employees are sought.~~

Labor-Management Committee

A joint Labor-Management Committee shall meet and confer on issues of mutual concern ~~related to patient care~~ and to facilitate an ongoing collaborative relationship between the parties. These issues shall include, but are not limited to, floating requirements, professional development, performance improvement, staffing, health and safety, and duties performed by ~~support/auxiliary~~ staff. It shall comprise up to six (6) representatives designated by ~~the Union CVHU~~, and up to six (6) management representatives designated by ~~CVMC Employer~~. Representatives may designate an alternate for meetings they are unable to attend.

They shall meet at least once per quarter, with the option to meet monthly if either party requests a monthly meeting.

Unless otherwise mutually agreed, each meeting shall last no more than ninety (90) minutes and shall be considered work time.

~~CVHU The Union and CVMC the Employer~~ shall each designate one co-chair of the committee. Items for the agenda for each meeting shall be prepared in advance and sent to the co-chairs of the committee, who will finalize the agenda and send ~~it out~~ to all members of the committee at least seven (7) days before the meeting. After the agenda is sent out, additional items may be added only with the agreement of both parties.

~~CVHU and Management teams shall each designate one chairperson. The CVMC The Employer and the Union may mutually agree on a process to keep meeting minutes, and any minutes will be jointly approved and forwarded within seven (7) days of each meeting and shall be posted/made available to both the Union and CVMC the Employer.~~

Joint Labor Relations Training

The parties acknowledge the potential value of providing joint labor relations training for managers and union stewards. The Labor Management Committee may organize and develop the content of such training and mutually agree on the timing of such training.

CVMC 4/12/24
Counterproposal
Nurse/Tech

~~The parties agree to collaborate on providing joint labor relations training for managers and union stewards on days and times agreed upon by the parties. The goal will be to provide training every 6 months with one session for new manager/stewards and a second session for new and existing managers to discuss specific articles in detail. Prior to such trainings, the parties will work together to develop the content and organize the presentation. Both parties will agree to the content and presentation prior to each session.~~

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TA

CVMC 02/15/24
Counterproposal
Nurse/Tech

6/15/24
PT

Article 47 - Clothing

1. Subject to the requirements of CVMC's policies on appropriate workplace appearance, including the requirement that all guidelines on uniforms, safety apparel, or clothing must advance safety and infection control practices, CVMC acknowledges its commitment to creating a culture that is equitable, diverse and inclusive. Employees are encouraged to dress authentically to themselves while maintaining appropriate workplace appearance and ensuring safety. CVMC supports employees wearing clothing that affirms their gender identity and gender expression.

2. If uniforms, including scrubs, are required for bargaining unit employees in any department, which includes apparel of distinctive design or color, and are not usable or suitable in other healthcare or business settings, CVMC will provide reasonable uniforms at no cost to the employee. A department purchasing new uniforms will notify the Union in advance of entering into any purchasing agreement. Prior to entering into the purchasing agreement, at the request of the Union, management and the Union representatives from that department will meet and confer on issues related to uniform selection, including, among other issues, uniform color options, and size and fit.

3. If a bargaining unit employee is required to wear a uniform, including scrubs, and wishes to wear a uniform other than that provided by CVMC, they may request that their manager/ supervisor approve of an alternative option. The requested alternative option must comply with CVMC's policies on health and safety, infection control, and appropriate workplace appearance, and, if approved by the manager/supervisor, the uniform will be provided and paid for by the employee. Requests for alternative options that comply with the requirements of this Article will not be unreasonably denied.

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¶
6. Any units that are currently provided hospital scrubs/equipment by CVMC will continue to have that as an option.

For CVHU:

Emily Jones RN
2/15/24

For CVMC:

Matthew [Signature]
VP Pt. Care Svc / CNO
2/15/2024

Article 48 – Maintenance of Standards

CVMC and the CVHU recognize that not all matters can be covered by this collective bargaining agreement and if any issues arise affecting the wages, hours, or working conditions of employees that is not covered by this agreement, the parties agree to meet and bargain over the matter within ten (10) business days of notice to either party of the issue not covered and the party's intention to bargain over the matter.



4/14/24




4/14/2024
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Article 49 – Separability

In the event any of the terms or provisions of this Agreement shall be or become invalid ~~or unenforceable by reason of any federal or state law, directive order, rule or regulation~~ now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

In the event that any article or section of this Collective Bargaining Agreement is held invalid or the enforcement of or compliance with any article or section of the Agreement has been restrained under the above paragraph, upon mutual agreement of the parties to this Collective Bargaining Agreement, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.


11/02/2023


11/2/2023

TA
Matthew [Signature] RN
VP Pt. Care Svc / CWO
4/19/24

CVMC 04/19/24 counter to CVHU 4-18-2024 6p

Article 50 Duration of Contract

This Agreement shall become effective when ratified by members of CVHU and shall terminate at 12:01 a.m. on ~~May 15th~~ ~~March 31, 2027~~. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least seven days after ratification, whichever is later.


Deleted: August

Deleted: The party wishing to modify this Agreement shall serve written notice on the other party 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 (i) a successor agreement is executed; or (ii) an impasse in negotiations is reached. ¶ 22728985.1

JMC 4/19/24

Extended Sick Bank Side Letter

Any employee who qualifies for the extended sick bank at the time of the ratification of this agreement will continue to qualify under the current terms and conditions.


VP Pt Care Services / CNO
1/10/24


RV
1/20/2024

CVMC 4/17/24
Counterproposal
Nurses/Techs

Summer Bonus Side Letter

Following ratification of this Agreement, the Labor-Management Committee shall act in good faith towards creating a Summer Bonus program to take effect in FY25 for cost centers with a demonstrated need for additional staff during the period of June 1 through September 15 each year.

(TA) Matthew ~~Smith~~ ^{PO}
VP Pt. Care Svc/CWO
4/19/24

Chelsea Lacroix 4/19/24

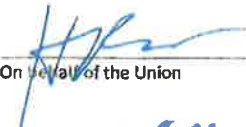
Side Letter: IS Technician IIs


In accordance with the Stipulation of Agreement between CVMC and the Union, the following is incorporated into this Agreement:

Stipulation of Agreement

This Stipulation of Agreement is between Central Vermont Medical Center ("CVMC") and AFT Vermont (the "Union"), and is for the purpose of resolving a dispute over the technical bargaining unit at CVMC including employees in the position of IS Technician II.

1. CVMC agrees employees in the position of IS Technician II will be Included in the technical bargaining unit.
2. The University of Vermont Health Network ("UVMHN") relies on a shared service model for Information Services ("IS") where IS employees are able to support all of UVMHN's partners and may work on teams that consist of employees from different partners. The Union agrees CVMC maintains the right to assign bargaining unit employees in the position of IS Technician II to work on an IS shared service team, and the right in its discretion to reconstitute teams or reassign team members, including those represented by the technical bargaining unit.
3. The Union acknowledges bargaining unit employees in the position of IS Technician II may continue to be assigned to work on projects at other UVMHN partners as part of a shared service model and the Union waives any objection to these assignments.
4. The Union further acknowledges that as part of a shared service model, non-CVMC IS employees may perform work at CVMC and the Union waives any objection to non-CVMC IS employees performing work at CVMC.
5. The Union will not assert that this Agreement or the IS shared service model expands the technical bargaining unit or the jurisdiction of any collective bargaining agreement between CVMC and the technical bargaining unit.
6. The parties agree the technical bargaining unit, including the position of IS Technician II, is a conforming unit of technical employees, as that term is defined under applicable law.
7. The terms of this Agreement will be incorporated in any collective bargaining agreement between CVMC and the technical bargaining unit. Neither party waives any other right not expressly covered by this Agreement and, except as set forth in this Agreement, the parties retain the opportunity to bargain over the terms and conditions of employment for employees in the position of IS Technician II.
8. This Agreement is non-precedent setting, including with respect to whether other IS employees share a community of interest with the technical bargaining unit. This Agreement may not be referred to or relied upon in any future proceeding, except to enforce the express terms of the Agreement.
9. This Agreement constitutes the complete agreement between the parties regarding the subject matter and supersedes any and all prior understandings.


On behalf of the Union
10-16-2023
Date


On behalf of CVMC
10-16-2023
Date

CVMC 4-19-2024
Counterproposal
Nurses/Techs

Side Letter Union Bank of Hours

CVMC will provide up to a combined total of 300 hours of union time, paid retroactively at the employee's base pay rate (not including other payments such as differentials), for time spent related to collective bargaining and negotiating the first contract between the Union and CVMC for the nursing and technical employee bargaining units. In addition to the 300 hours, Union bargaining team representatives who were scheduled to work on April 18th and/or 19th, 2024 will be provided additional paid union time as if they had worked their schedule on that day. All requests for union time must be submitted by the Union to a representative designated by CVMC. The Union shall submit any request for an employee to receive retroactive payment of union time within fifteen (15) days following ratification of this Agreement and payment shall be made in the first full pay period following the Union's request. If the Union requests union time to be retroactively applied for a bargaining unit employee who used CTO to attend a bargaining session, the CTO will be credited back to the employee in an amount equal to any requested union time. Employees eligible for retroactive payment of union time must be listed bargaining team members and in CVMC employment on the date of payment. Union time is not considered work time for any purpose and the time will not be included in an employee's regular rate for the purpose of calculating overtime.

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For CVHU:

For CVMC:

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4/19/24


TA
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4/19/2024

CVMC 03/07/24
Counterproposal
Nurses/Techs

Side Letter – Clinical Ladder Program for Bargaining Unit RNs

CVMC acknowledges that during negotiations for this Agreement, the Union submitted a proposal to establish a new clinical ladder program for bargaining unit RNs. CVMC further acknowledges career ladders are among a number of options to properly recognize and reward bargaining unit employees, including RNs, for excellence in their practice and contributions to CVMC's mission of care to its patients and community.

Within three (3) months after ratification of this Agreement, CVMC shall provide the Union a counterproposal to its proposal on a new clinical ladder program for bargaining unit RNs. Subsequent to CVMC providing this counterproposal, the parties will meet at mutually agreeable times to continue negotiations on this career ladder. The parties agree to act in good faith towards reaching an agreement on this career ladder within six (6) months following their first meeting.

TA
4/19/24
ADZ



4/19/24

CVMC 4/12/24
Counterproposal

Pharmacy Staffing and Career Ladder Side Letter

The Union agrees that CVMC may replace the work that has been done by bargaining unit Medication Reconciliation RNs with pharmacists. CVMC agrees this shall not result in a layoff or reduction in hours for any Medication Reconciliation RN employed by CVMC as of the date of this Agreement. CVMC further agrees this Agreement does not preclude Pharmacy Techs from doing Med Reconciliation if they're properly trained and permitted by the relevant regulatory body. The parties agree that this does not set precedent for any other loss of bargaining unit work to a non-bargaining unit employee.

Additionally, within three (3) months after entering into this Agreement, the parties agree they will begin to meet at mutually agreeable times to bargain a career ladder for all technical bargaining unit employees in the Pharmacy cost center. The parties agree to act in good faith towards reaching an agreement on a career ladder for this group of employees within three (3) months following their first meeting.

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4/19/24

TA
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4/19/24