



AGREEMENT

Between

PORTER MEDICAL CENTER

and

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

2024 – 2027



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## **Preamble**

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

## **SECTION 1 - Management Union Relations**

### **Article 101 - Recognition**

1. PMC recognizes PFNHP as the sole and exclusive bargaining agent with respect to the terms and conditions of employment for all full-time, regular part-time and per diem employees of PMC in the job titles listed in Appendix A, who work in a PMC cost center at locations assigned by PMC.

#### Technical Bargaining Unit

Central Sterile Technicians, Certified Surgical Techs, CSR Instrument Coordinators, Endo Techs, Float LPNs, Lead CT Technologists, Nuclear Med Techs, Pharmacy Analyst & Technicians, Practice LPNs, Radiologic Techs (Multimodality), Radiologic Techs (Single Modality), Radiologic Tech and Medical Assistants, Respiratory Therapists, Senior Pharmacy Technicians, Support Techs, Surgical Tech Trainees, Surgical Technologists, Ultrasonographers, Unit LPNs (HP), and Birth Center Assistants (Tech) employed by PMC at its facilities in and around Middlebury, Vermont. This unit shall be referred to herein as the technical bargaining unit.

The technical bargaining unit excludes all other non-professional employees, professional employees, physicians, registered nurses, support techs I, support techs II, business office clerical employees, skilled maintenance employees, confidential employees, managerial employees, and guards and supervisors as defined by the Act, and all other employees.

#### Support Staff Bargaining Unit

Activities Assistants, Activities Programmer, Cafeteria Assistants, Cafeteria Cashiers, Cooks (HP), Environmental Services Tech I, Environmental Services Tech I (HP), Environmental Services Tech I Team Leads (HP), Environmental Services Tech II, Environmental Services Tech II (HP), Environmental Services Tech II Team Leads, Environmental Services Training Coordinator, Float Medical Assistants, Float Office Representatives, Geri-Aides, Inventory Clerks, Laboratory Assistants, Laundry Tech, Laundry Tech (HP), Lead Cooks, Lead Cooks (HP), Lead Coordinators, Linen Training Coordinators, LNA Trainees (HP), LNA Trainees (PMC), Medical Assistants

Hospital, Medical Assistants Clinical, Memory Care Specialists, Nutrition Assistants, Nutrition Assistants (HP), Office Representatives - Clinical, Office Representatives - Hospital, Office Representatives - Outpatient Rehab, Patient Access Representatives, Patient Care Associate, Patient Care Associate – Rehab, Porter Cook, Porter Physical Therapist Assistant, Restorative Nursing Assistants (HP), Schedulers, Store Clerks, Surgical Schedulers, Unit Clerks, Unit Clerks (HP), Unit LNAs, Unit LNAs (HP), and Van Drivers employed by PMC at its facilities in and around Middlebury, Vermont and working remotely. This unit shall be referred to herein as the support staff bargaining unit.

The support staff bargaining unit excludes all other non-professional employees, professional employees, physicians, registered nurses, precertification specialists, business office clerical employees, skilled maintenance employees, confidential employees, managerial employees, guards, supervisors as defined by the Act, and all other employees.

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, except that the term “technical employee” refers only to those members of the technical bargaining unit and the term “support staff employee” refers only to those members of the support staff bargaining unit.

### **Article 102 - Union Security**

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

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 PFNHP or pay a service fee to the PFNHP. A bargaining unit employee who fails to maintain membership in good standing or pay service fees as required by this Article shall, within ten (10) business days, following receipt of a written notice from the PFNHP requesting their discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered. 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 paragraph 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.

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

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

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

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

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

PMC shall not be required to make deductions with respect to any bargaining unit employee for a payroll period in which the bargaining unit employee:

1. Is in an unpaid leave status for the pay period.
2. Is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period, or
3. Has a net pay before any voluntary deductions other than for benefits such as health, life, dental, vision, disability insurance, or retirement benefits, which is less than the amount of PFNHP Dues or Agency Service Fees to be deducted.

Regardless of the above, it is understood that all CTO payments are subject to PFNHP dues deduction including CTO cash outs, just as dues are normally taken from paid CTO.

It is also understood that bargaining unit employees on partial disability will pay dues on all hours worked and on all other paid non-disability hours.

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

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

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

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

1. Except as specifically limited by this Agreement, all management functions and responsibilities, whether or not possessed or exercised by PMC prior to execution of this Agreement are reserved exclusively to PMC. The exercise of the functions and responsibilities set forth in this Article shall be neither arbitrary nor capricious.

2. The management functions and responsibilities referred to in Section 1 above shall include, but not be limited to, the right:
- to determine qualifications, eligibility and licensure requirements of bargaining unit positions;
  - to conduct interviews, or not, and to determine who gets to participate in the interview process;
  - to make hiring decisions;
  - to conduct background checks when required by law;
  - to require physical and/or medical examination of employees;
  - to perform evaluations and establish evaluation procedures;
  - to determine performance standards and productivity requirements;
  - to determine nursing, teaching and other professional standards
  - to discipline and discharge bargaining unit employees for just cause, lay off, assign, transfer, promote and demote employees;
  - to determine and change shifts, starting and quitting times and number of hours to be worked;
  - to determine meal and break times and duration;
  - to require overtime, work on holidays, and time -off;
  - to make and/or change work assignments;
  - to organize, enlarge, reduce or discontinue a function, position, department, or location;
  - to determine whether any part of the whole organization shall continue to operate;
  - to determine the size and composition of the work force at any single location;
  - to determine the number and location of offices, buildings, facilities and physical plant;
  - to require employees to use new technology, tools, equipment or labor saving devices;
  - to establish new jobs or change job content;
  - to determine the standards of service to be provided;
  - to establish, change, administer and enforce work rules, policies and procedures relating to the job duties performed by bargaining unit employees;
  - to determine training needs, and how and when personnel shall be trained;
  - to provide, eliminate or change terms of benefits offered by PMC;
  - to determine the manner, means and methods by which all operations of PMC shall be carried out;
  - to subcontract work or to utilize temporary employees to perform any work PMC determines is necessary;
  - and to take such other action as PMC deems necessary to maintain the efficiency of its operations.



3. All management functions and responsibilities specifically reserved to PMC in this Agreement are retained by and vested exclusively in PMC. PMC's exercise of any management right or function in a particular manner shall not preclude PMC from exercising the same in any other manner which does not expressly violate a specific provision of this Agreement. PMC's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise the same.
4. None of the provisions of this Agreement shall operate to preclude PMC from taking such action, as it deems necessary for the care and protection of patients, employees, equipment and facilities in the event of an emergency. In such emergency situation, the PFNHP shall have one or more representatives participate in the incident command meetings.
5. Other PMC employees, including professional, managerial, supervisory or clerical employees, as well as agency employees, subcontractors, interns or volunteers, may perform work usually done by employees in the bargaining unit so long as it is in compliance with applicable licensing standards. The fact that such other individual does a regular amount of bargaining unit work will not result in their being included in the bargaining unit.

#### **Article 104 - No Strike/No Lockout**

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

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

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

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

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

## **Article 105 - Grievance Procedure**

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

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

2. A grievance will be processed as follows:

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

Step 2. Written grievances filed by PFNHP shall be presented to the department director, or designee (with a copy to HR and Labor Relations). Written grievances at Step 2 must be presented within ten (10) business days of when PFNHP knew or should have known of the occurrence giving rise to the grievance. A meeting will be held no later than ten (10) business days of receipt of the written Step 2 grievance, and a response given within ten (10) business days of the meeting.

Step 3. If no settlement is reached at Step 2, grievances filed by PFNHP shall be presented to the AVP of Operations, Helen Porter Administrator, or CNO or their designee (with copy to HR and Labor Relations). Presentation of Step 3 shall be within ten (10) business days of the Step 2 response. A meeting will be held no later than ten (10) business days of the presentation of the Step 3 notice, and a response given within ten (10) business days of the meeting.

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

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

3. The parties have agreed to use the American Arbitration Association (AAA) procedures for any arbitrations under this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law. The decision or award of the Arbitrator shall be final and binding. The parties shall share all fees and expenses of the arbitrator equally. Each side shall pay the cost of preparation and

presentation of its own case, including attorneys' fees.

4. The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing. Failure of the grievant to abide by the time limitation of this Article shall automatically preclude any subsequent filing or processing of the grievance. Failure by the party against which the grievance is filed to meet or respond on a timely basis shall constitute a denial of the grievance at that step and it shall proceed to the next step.
5. Written grievances must contain the following information:
  - A. The date of the grievance.
  - B. A statement of facts upon which the grievance is based.
  - C. The Article or Articles of this Agreement that may have been violated.
  - D. The remedy or correction which is desired to be made.

The party seeking arbitration may not add Articles of the Agreement, which were allegedly violated, or change the remedy, after Step 3. The Arbitrator may not find contract violations or impose a remedy in excess of that which was set forth by the aggrieved party at Step 3.

6. The parties agree that this procedure applies only while the Agreement is in effect. Any dispute based on events occurring after the termination of the Agreement shall not be subject to the mandatory grievance and arbitration procedures of this Agreement, even if the dispute would have been subject to those procedures had the events occurred while the Agreement was in effect.
7. PMC will pay for one Union designee for time spent in Step 2 and Step 3 grievance meetings up to a maximum of one hour per meeting.

### **Article 106 - Labor - Management Committee**

A joint Labor Management Committee shall meet and confer on issues of mutual concern. The Union shall appoint up to 8 members to the Committee. PMC shall appoint up to 8 members to the Committee. The Committee shall meet once every month at a time and place agreed upon by both parties. Unless otherwise agreed, meetings shall be not more than 90 minutes and shall be considered work time. The parties shall mutually agree on agenda items at least seven (7) days before the meeting. After the agenda is sent out, additional items may be added only with the agreement of both parties. Both parties shall strive for consistent participation by at least a majority of its members. If there is no majority on both sides, the meeting shall be rescheduled, unless it is mutually agreed by both parties to meet without a majority. A canceled meeting shall be rescheduled within 3 business days, and shall take place within thirty (30) calendar days. The Committee may designate subcommittees to work on specific topics to report back to the Committee.

Attendance at committee meetings shall be considered paid time.

It is agreed that the Labor Management Committee shall discuss PMC-wide staffing of bargaining unit employees, including a review of any Assignment Despite Objection (ADO) forms submitted. PMC 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.

The LMC can appoint staffing committees for any unit, HP, or the Practices. The LMC will determine the applicable rules for such committees. The LMC shall have the authority to create staffing guidelines for any specific unit, which must be signed off by both the PFNHP President and PMC.

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

Side Letter: within thirty (30) calendar days of ratification of this Agreement, PMC and the Union shall convene a staffing committee that shall meet monthly. At the first meeting, the parties shall establish a calendar for developing staffing guidelines for the following cost centers:

- Helen Porter: Memory Care;
- Helen Porter: Long Term Care;
- Helen Porter: Post Acute;
- Medical Surgical;
- Operating Room (which shall include staff in the Operating Room, Central Sterile Reprocessing, and the Birthing Center);
- Radiology;

The staffing committee shall develop staffing guidelines to be recommended to LMC for approval. The committee shall include equal numbers of Union and management representatives from the relevant cost center when the staffing guidelines for that cost center are being developed.

Side Letter

At any time after one year past the beginning of this Agreement, the parties may agree to separate this committee into a support staff bargaining unit labor-management committee and a technical bargaining unit labor-management committee.

### **Article 107 - New Technologies**

Employees will receive appropriate training and demonstrate proficiency before being expected to use a new technology or process or updates/changes to existing

technologies or processes, and employees will be required to attend in-services when offered. If practical, PMC agrees to provide virtual training at mutually agreed upon times. This section applies only to processes with a substantial impact on work or work flows that require significant additional training as reasonably determined by PMC.

PMC shall provide bargaining unit employees one (1) months' notice for any required in-services, unless an unforeseen circumstance prevents such notice.

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

PMC agrees that a representative of the technical bargaining unit and a representative of the support staff bargaining unit will be members of the Value Analysis Committee (VAC).

On a quarterly basis, the representatives will meet with the CNO, AVP of Operations, and the Helen Porter Administrator to review the approved capital budget with the PFNHP President. If the group determines that it is appropriate to set up a formal process for seeking input from bargaining unit employees, the parties will establish an appropriate process to do so.

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

## **Article 108 – Job Security**

- A. **Job Erosion**. Plans to utilize contracted staff, supervisors and/or other non-unionized PMC employees to perform bargaining unit work in such a manner that may result in layoffs or the permanent replacement or reduction of hours for current bargaining unit employees shall be discussed in the Labor Management Committee.
- B. **Job Functions**. PMC and Union recognize the value of the work done by bargaining unit employees. The parties also recognize the need for all employees to work collaboratively to deliver the highest quality, cost-effective patient care and service excellence. Bargaining unit employees will not be regularly required to do work outside their regular job functions. If required for PMC's operational needs, bargaining unit employees agree to perform non-job functions on an as-needed but not regular basis.
- C. **Temporarily Contracted Staff**. Temporarily contracted staff may be utilized to perform temporary bargaining unit work (i) for covering a leave of absence, (ii) for posted, unfilled vacancies, until a new hire has completed unit orientation, or (iii) for unanticipated staffing fluctuations on a temporary basis. Committed hours bargaining unit employees shall have priority for open shifts, including incentive shifts, unless patient care needs require otherwise. Temporarily contracted staff shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions.

D. Subcontracting. Prior to contracting out services that have been performed by bargaining unit employees on a non-temporary basis in compliance with this agreement, PMC will normally provide the Union with at least sixty (60) days' notice of its intent to contract out (except in situations where there is an urgent business need, in which case notice will be provided as soon as reasonably practicable). Such notice shall be in writing. Upon request by the Union within seven (7) days after notice, PMC will meet and discuss with the Union the proposed subcontracting decision. The Union may present alternatives to the contracting and, as part of the discussions, show how bargaining unit members could perform the work as economically as the proposed contractor.

### **Article 109 - Duration**

This Agreement shall be for the period from October 1, 2024 until September 30, 2027, and the terms and conditions shall become effective on the date of the execution of the Agreement, unless otherwise specified in this Agreement.

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

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

### **Article 110 - Printing of Agreement**

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

### **Article 111 - Separability**

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

## **Article 112 – Bulletin Boards**

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

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

In addition, the Union will be provided with one bulletin board in each break area where collective bargaining unit employees work, in a location to be mutually determined by the Union and PMC. Where bargaining unit employees work in a location where other unionized employees have access to a bulletin board, PMC will provide a bulletin board that is sufficiently sized to ensure the space can be reasonably shared by all bargaining units.

## **Article 113 – New Information**

1. On a monthly basis, PMC shall provide the PFNHP electronically, a working Excel file with the following information on all bargaining unit employees:
  - PMC ID
  - Name (Last name, First name)
  - Mailing address
  - Telephone number
  - PMC e-mail address
  - Personal email address
  - Job title
  - Department
  - FTE status
  - Standard work hours/week
  - Shift
  - Hourly rate
  - Supervisor
  - Union membership status
  
2. On the Wednesday before the following Monday's New Employee Orientation, PMC shall provide the PFNHP electronically, a working Excel file with the

following information on all employees hired into one of the bargaining units:

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



## SECTION 2 - Work Hours and Scheduling

### Article 201 - Work Schedules

- A. The following apply in all locations:
1. Work schedules shall be posted either electronically and easily accessible to employees, or in the applicable work location. At Helen Porter, the daily sheet will be posted on a rolling basis at least three days in advance, in one location, based on work schedules.
  2. Employees may find another person to cover their scheduled shift so long as:
    - a. The person is qualified.
    - b. The commitment will not result in overtime, unless approved by the manager.
    - c. The manager approves the change.
  3. Employees with committed hours will be scheduled first and they shall have priority over travelers. Any hours above committed hours shall be scheduled only with the employee's consent.
  4. For vacation scheduling, see Article 204; for holiday scheduling see Article 306.
  5. Employees shall have at least 10 hours off between any scheduled shifts, unless otherwise agreed.
  6. PMC may offer shifts not to exceed 12 hour shifts in all work areas where the hours of operation will support them.
  7. Employees shall discuss with their manager concerns related to the minimum and maximum number of consecutive shifts that are scheduled and request limitations.
  8. Employees shall not be scheduled to work on a regular basis for more than two consecutive 12 hour shifts, regardless of the pay period in which the shifts fall, without the consent of the bargaining unit employee. If an employee revokes their consent, PMC will make best efforts to change the schedule as soon as practicable.

**SIDE LETTER:** At Helen Porter, bargaining unit employees who are regularly assigned a 4-hour, 8-hour, 10-hour or 12-hour shift as of September 4, 2024, shall not be required to work a different shift length on a regular basis during the term of the 2024-2027 CBA, unless they agree to do so.

9. **Shift Rotation.** PMC will make every attempt to minimize shift rotation. Prior to any shift rotation, PMC shall seek volunteers with necessary skill and ability first. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest Unit Seniority. If nobody volunteers, the least senior qualified bargaining unit employee will be rotated.

10. **Scheduled Time Off.** Scheduled time-off requests outside of Article 204 for bargaining unit employees will be submitted at least six (6) weeks before the first day of a new schedule. PMC will respond to time-off requests within two weeks. Conflicting requests will be decided by Unit Seniority if the employees are unable to resolve the conflict themselves. Special requests, meaning those that require more advanced planning, should be discussed with the Manager as needed. Requests that are unforeseen and prior to the posting of the preliminary schedule shall be considered.
  11. **Changes to Posted Schedule.** Once the preliminary schedule is posted, bargaining unit employees may take scheduled time off only if the bargaining unit employee (a) has found suitable coverage for that shift without incurring overtime, and (b) received prior permission from the manager.
  12. **Show Up pay.** If any employee is scheduled (including called in for Urgent or on-call), and comes in to work, the employee will be compensated for all hours worked, for a minimum of two hours, unless they are notified not to come in to work at least 60 minutes prior to the start of their shift or unless they leave early for personal reasons.
- B. **Hospital and Helen Porter.** The final schedule will be posted at least two (2) weeks in advance of the first day on which the schedule is to become effective. The specific work schedule shall cover a period of at least six (6) weeks. Once the final work schedule is posted, it shall be changed only with the consent of the employee.

The following process shall be used to create the schedule:

- At Helen Porter, employees shall be assigned to a maximum of two halls per shift, unless there is a call out or another unexpected situation.
- All requests for time off shall be given to the manager, or designee, at least six (6) weeks before the first day of a new schedule.
- A preliminary schedule shall be posted for one week four (4) weeks before the first day of a new schedule. The preliminary schedule will list any holes in the schedule. Any openings on the schedule shall be filled in the following priority:
  - i. By per diems who submit their requests in writing within one week of the posting of the preliminary schedule, on a rotating basis starting with the per diem with the most Unit Seniority;
  - ii. By part-time and full-time employees from the same unit/department without incurring overtime, on a rotating basis starting with the employee with the most Unit Seniority;
  - iii. By part-time and full-time employees from a different unit/department without incurring overtime, on a rotating basis starting with the employee with the most Unit Seniority.

- C. **Self-Scheduling Option.** The self-scheduling option may be initiated by a group of employees in a unit or practice with prior management approval. The final schedule will be posted at least 2 weeks in advance of the first day on which the schedule is to become effective. If self-scheduling is adopted, any disputes that cannot be resolved by the employees will be resolved by the manager. When self-scheduling is used, managers may not change the schedule once it has been finalized without employees' consent. If either the manager or a majority of the employees decide to forego self-scheduling, PMC will adopt the procedures set forth herein for the appropriate location.
- D. **Practices.** The manager at each practice is responsible for creating the schedule and reviewing all requests for changes. The schedule of employees will not be changed within 14 days of the shift, unless the employee consents. Location assignments for employees in a floating position may be changed if they are released by the requesting practice. Floating positions may be assigned to a maximum of three locations per day.

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

## **Article 202 - Weekends**

The following apply in all locations:

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

**Hospital and Helen Porter.** Full and part-time bargaining unit employees are generally required to work two shifts every other weekend, unless the position is posted as a weekend shift and then all shifts will generally require weekend work. Departments with weekend shift rotations different than described above shall retain those rotations, subject to change as described below. Employees may request to work additional weekends. With prior management approval, employees may trade weekend shifts. Weekend rotation schedules shall be changed only after giving at least four weeks' notice, unless mutually agreed. If there are no volunteers and there is not mutual agreement, weekends will be changed in reverse order of unit seniority. Holiday obligations take precedence over weekend rotations.

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

**Porter Medical Group.** Where needed, bargaining unit employees will be required to work weekend hours, as scheduled. Weekend work duties shall be assigned as follows:

1. Management shall seek PMG bargaining unit volunteers within the practice with necessary skill and ability;
2. Management shall seek PMG bargaining unit volunteers with necessary skill and ability. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest PMG Seniority;
3. By reverse unit seniority on a rotating basis in the practice, unless otherwise agreed.

Weekend schedules shall be changed only after giving at least four weeks' notice, unless mutually agreed. At practices where weekend work is not currently scheduled, notice to employees and to PFNHP shall be given no less than twelve weeks before the planned start date of the new weekend shift. Good faith effort shall be made by management to include all impacted employees in the planning process when such a weekend shift is added.

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

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

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

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

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

In cases where summer vacation requests conflict, the manager, or designee, will notify the involved employees who shall attempt to resolve such conflict. If the employees are unable to resolve the conflict, the vacation requests will be decided first on a rotational basis, then by Unit Seniority. Rotation is based on whether the employee had their vacation request for the prior summer approved

or denied. If the rotation analysis does not produce a decision then the request will go to the employee with the most Unit Seniority.

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

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

**B. Helen Porter and Porter Medical Group and Environmental Services and Nutrition.** Scheduled vacation requests for bargaining unit employees will be submitted at least six (6) weeks before the first day of the schedule. Requests shall be approved or denied in writing within fourteen (14) calendar days. In cases where vacation requests made at the same time conflict, the manager will notify the involved employees who shall attempt to resolve such conflict. If the employees are unable to resolve the conflict, the conflicting requests will be decided by seniority on a rotating basis. Special requests, meaning those that require more than two (2) months advanced planning or requests upon short notice, should be discussed with the Manager as needed. The Managers will use their discretion in considering these requests.

**C. The following shall be applicable to all locations:**

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

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

Coverage:

1. PMC is responsible for covering approved vacation time.
2. Employees shall not be scheduled or required to perform any weekend duty either on the weekend immediately preceding or following any scheduled

vacation week (but not both), nor any weekend that falls within the scheduled vacation period.

3. Employees must have adequate CTO accrued by the time of the posting of the preliminary schedules to cover scheduled vacations. If the use of CTO to cover involuntary staffing adjustments or an unforeseen circumstance, as reasonably determined by PMC, results in insufficient CTO accrual for scheduled vacation, the employee may take unpaid time after the CTO has been exhausted for the duration of the scheduled vacation.

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

Surgical Technologists shall arrive within 20 minutes after being called in, unless a later time is specified. CT-certified radiologic technologists and employees in all other areas shall arrive within 60 minutes after being called in; On call employees shall receive call pay as set forth in Article 303.

Self-scheduling of on-call schedules may be initiated by a group of employees in a unit or practice with prior management approval. The final schedule will be posted at least two (2) weeks in advance of the first day on which the schedule is to become effective. If self-scheduling is adopted, any disputes that cannot be resolved by the employees will be resolved by the manager. When self-scheduling on-call schedules is used, managers may not change the schedule once it has been finalized without employees' consent. If either the manager or a majority of the employees decide to forego self-scheduling, then it will end.

Side Letter: it is understood by PMC and the Union that, as of September 6, 2024, Surgical Technologists currently have an on-call self-scheduling system.

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

PMC shall determine if an on call program is required or not. Call, including weekend and holiday call, shall be assigned on a rotational basis, in a fair and equitable manner. If an employee comes in to work while on call, they will not be required to report in for a regularly scheduled shift until they have had 8 hours of rest, unless the employee notifies the manager that the employee can come in earlier. In addition, the employee may leave earlier than scheduled, if the supervisor and the employee agree, or arrive later than scheduled, if the supervisor and the employee agree. Under such circumstances, the employee will not be charged CTO for the scheduled hours missed.

Surgical on call shall be for urgent and emergency cases, based on treating physician's medical determination. Surgical Technologists and Radiologic Technologists shall be on call for their assigned unit only.

All other employees shall be on call for their assigned unit, or to a unit to which they may be floated, unless the employee volunteers.

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

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

Call in Surgical Services shall begin 15 minutes prior to the close of the latest scheduled shift. For Surgical Services, call shall begin 15 minutes before the end of the employee's scheduled shift, but no earlier than 4:45, unless otherwise agreed. Call in other areas shall be per unit protocol.

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

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

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

SIDE LETTER: PMC shall collaborate with the Union and keep the Union informed of plans to improve the call rooms. A call room renovation task force shall be convened no later than four (4) months after the ratification of this Agreement. The task force shall include at least two Union representatives from the bargaining unit.

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

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

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

The payroll system shall automatically deduct the 30 minute unpaid meal break. A bargaining unit employee will be compensated at the bargaining unit employee's regular rate if a bargaining unit employee must forgo a meal period due to PMC's operating requirements. Bargaining unit employees will notify their Manager or designee of a missed meal period as soon as possible.

Bargaining unit employees in Radiology who work a night or weekend shift by themselves shall be paid the 20 minute on-call differential for the duration of their meal break.

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

## **Article 207 - Floating**

Bargaining unit employees will be required to float, so long as they are trained to perform the work. Floated employees who believe they are being asked to perform duties without adequate training may fill out an Assignment Despite Objection form.

Bargaining unit employees who float shall be required to take on specialized unit assignments only if they have been fully oriented to the unit. If they are not fully oriented, they may still be required to participate as “helping hands.” For purposes of this Article, “fully oriented” means that the employee would be working within their documented competencies. All bargaining unit employees who are floated as described in this article shall receive the float differential as described in Article 303. Within Helen Porter, it is understood that the float differential applies to any employee who is floated to a cost center other than their home cost center.

### **Float Rotation**

- **Hospital.** Other than voluntary floating, floating by Hospital employees to Helen Porter or Practices shall be based on reverse rotation based on PMC seniority.
- **Helen Porter.** Other than voluntary floating, floating by Helen Porter employees to the Hospital or Practices shall be based on reverse rotation based on PMC seniority.
- **Practices.** Other than voluntary floating, floating by Practices employees to the Helen Porter or Practices shall be based on reverse rotation based on PMC seniority.

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

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

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

A floated employee will return to their unit or practice as determined by PMC. If an employee is interested in cross-training to another unit/ practice, PMC agrees to work



with that employee to identify opportunities to gain sufficient competencies in the other unit/practice.

An employee on orientation may not be floated.

## **Article 208 - Staffing Adjustments**

- A. PMC will make staffing adjustments based on patient census, acuity, and scheduling changes.
  
- B. **Upstaffing.** During periods of high census and/or high acuity, increased service delivery and/or when there is a need for additional bargaining unit employee staffing, the following priority will be used:
  - 1. Where applicable, Float Pool bargaining unit employees will be assigned.
  - 2. Bargaining unit employees with appropriate skill and ability will be asked to volunteer to work extra time so long as it does not incur overtime.
  - 3. Eligible bargaining unit 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, the bargaining unit employee with the greatest unit seniority will be chosen.
  - 4. Bargaining unit 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.
  - 5. Existing travelers with the appropriate skill and ability will be asked to work additional shifts.
  - 6. Additional travelers with appropriate skill and ability may be recruited.
  
- C. **Downstaffing.** During periods of low census or lack of work due to technical failures or other reasons, the normal workday and/or workweek may be decreased. If fewer staff are required, the below priority will be used:
  - 1. Reduce travelers working on overtime and other incentive pay shifts.
  - 2. Travelers will be reassigned if a need has been identified and the traveler has the necessary skill and ability.
  - 3. Reduce employees working an urgent shift. 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.
  - 4. Reduce employees working overtime hours.
  - 5. Ask for voluntary floats.

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

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

## **Article 209 - Staff Meetings**

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

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

PMC will hold regularly scheduled staff meetings (no less than every other month) for each unit or worksite so as to accommodate all shifts and bargaining unit positions. Staff meeting dates and times shall be announced one month in advance. Minutes of staff meetings shall be taken and distributed within three (3) business days after the meeting. Employees who do not attend the meeting are responsible for reviewing the meeting minutes, and will confirm that they have done so in writing.

## **Article 210 – Lactation Breaks**

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

## **SECTION 3 – Wages and Benefits**

### **Article 301 - Wages**

#### A. Wage Increases.

FY25 – Increase. Effective the second full payroll period in October 2024, the minimum rate for every bargaining unit position will increase as indicated below:

Each bargaining unit employee will get the greater of (i) the new minimum rate for the classification, or (ii) a 3% increase in their current rate of pay.

In addition, immediately after the FY25 pay increase is implemented, PMC shall establish a 21 step wage scale (Steps 0 to 20) with 2% in between each step. A copy of the table with the appropriate classifications is attached. Each bargaining unit employee will be placed into a step in their classification which is closest to their current rate of pay without decreasing the current rate.

In addition, all employees will be placed on their appropriate step based on years of experience.

FY26 – Increase. Effective the first payroll period in January 2026, all eligible bargaining unit employees shall receive a four and one half percent increase in pay by moving the range two and one half percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase, but they will get a lump sum bonus equal to two percent of the employee’s total compensation for the prior calendar year, payable in the first payroll period in February.

FY27 – Increase. Effective the first payroll period in January 2027, all eligible bargaining unit employees shall receive a four and one-half percent increase in pay by moving the range two and one-half percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase, but they will get a lump sum bonus equal to two percent of the employee’s total compensation for the prior calendar year, payable in the first payroll period in February.

B. External Hiring Guidelines. New bargaining unit employees will be placed on the step equal to their years of experience.

a. For purposes of calculating years of experience, the following criteria will be used:

1. The appropriate step is based on full years of service (e.g., Step 1 is less than 1.5 years of experience, Step 2 is 1.5 to 2.5 years of experience, etc.)
2. All work experience in a position that is the same as the position at PMC will count towards experience crediting, including all work experience in a position that requires the same or higher level certification.
3. Except as otherwise provided herein, each year of work experience that is not the same but is relevant in clinical content, technical content, or operational content as reasonably determined by management will receive 50% credit.
4. All work experience at PMC that is neither the same as nor relevant to the position at PMC will receive 25% credit.
5. 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.
6. An individual rehired who has been gone from the organization for more than twelve (12) months will be considered a new hire.

C. Step Placement for Different Positions within the Bargaining Unit

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, PMC may, in its discretion, place the employee on the higher step.

#### D. Career Ladders

Except as otherwise provided, if both parties agree, the parties shall meet to negotiate the components of specific career ladders in any specific department or cost center within the bargaining unit. Once the parties have agreed to negotiate the components of a specific career ladder, the parties shall meet promptly and work collaboratively to complete the negotiations.

#### E. Step Review

- a. The Union agrees it is responsible for initiating the step correction process by, within two (2) months after ratification of this agreement, providing the Human Relations Manager, or their designee, a full list of all bargaining unit employees seeking step correction and a copy of each listed employee's résumé. The list will contain both the bargaining unit employee's step as assigned and the new step sought.
- b. PMC agrees to review the information promptly upon receipt.
- c. Both PMC and the Union agree that if either party requests an extension to complete their respective work, such requests will not be unreasonably denied.
- d. If it is determined that a change should be made, it will be implemented in the first full payroll period after the decision. Changes will apply only prospectively. If it takes PMC more than two months after the Union has provided all of the necessary information to make a decision, any change will be applied retroactively to the day that is two months after the Union has provided all of the necessary information.

SIDE LETTER: The parties agree to bargain for a career ladder for the positions listed below. The parties will agree to meet about career ladders at least once per month and to determine the priority for consideration. The LPN career ladder shall be the first to be negotiated.

- EVS Tech I, II and Laundry Tech
- Lab Assistant
- LNA Trainee, LNA Trainee (HP), Unit LNA, Unit LNA (HP), Restorative Nursing Assistant (HP), Memory Care Specialist
- LPN – Unit and Practice

- Medical Assistant – Clinical, Medical Assistant – Hospital
- Radiology
- Office Representative (all)
- Surgical Tech
- Pharmacy Tech

**Article 301 – PMC Paygrade**

<b>Job Title</b>	<b>FY25 Pay Grade Min</b>	<b>PMC Paygrade</b>
Activities Assistant	\$20.00	1
Cafeteria Assistant	\$20.00	1
Cafeteria Cashier	\$20.00	1
Environmental Services Tech I	\$20.00	1
Environmental Services Tech I (HP)	\$20.00	1
Laundry Tech	\$20.00	1
Laundry Tech (HP)	\$20.00	1
Memory Care Specialist	\$20.00	1
Nutrition Assistant	\$20.00	1
Nutrition Assistant (HP)	\$20.00	1
Store Clerk	\$20.00	1
Unit Clerk	\$20.00	1
Unit Clerk (HP)	\$20.00	1
Van Driver	\$20.00	1
Cook (HP)	\$20.52	2
Endo Tech	\$20.52	2
Environmental Services Tech II	\$20.52	2
Environmental Services Tech II (HP)	\$20.52	2
Float Medical Assistant	\$20.52	2
Float Office Representative	\$20.52	2
Geri Aide	\$20.52	2
Inventory Clerk	\$20.52	2
Laboratory Assistant	\$20.52	2
LNA Trainee (HP)	\$20.52	2
LNA Trainee (PMC)	\$20.52	2
Medical Assistant Clinical	\$20.52	2
Medical Assistant Hospital	\$20.52	2
Office Representative - Clinical	\$20.52	2
Office Representative - Hospital	\$20.52	2
Office Representative - Outpatient Rehab	\$20.52	2

Patient Access Representative	\$20.52	2
Patient Care Associate	\$20.52	2
Patient Care Associate -Rehab	\$20.52	2
Porter Cook	\$20.52	2
Scheduler	\$20.52	2
Surgical Scheduler	\$20.52	2
Activities Programmer	\$20.90	3
Activities Specialist	\$20.90	3
Central Sterile Technician	\$20.90	3
Birth Center Assistant (Tech)	\$21.45	4
Lead Cook	\$21.45	4
Lead Cook (HP)	\$21.45	4
Restorative Nursing Assistant (HP)	\$21.45	4
Support Tech	\$21.45	4
Surgical Tech Trainee	\$21.45	4
Unit LNA	\$21.45	4
Unit LNA (HP)	\$21.45	4
Environmental Services Tech II Team Lead	\$21.85	5
Environmental Services Tech I Team Lead (HP)	\$21.85	5
Senior Pharmacy Technician	\$21.85	5
Environmental Services/	\$22.38	6
CSR Instrument Coordinator	\$22.38	6
Lead Coordinator	\$22.38	6
Linen Training Coordinator	\$22.38	6
Surgical Technologist	\$22.38	6
Certified Surgical Tech	\$23.57	7
Porter Physical Therapy Assistant	\$23.57	7
Float LPN	\$23.82	8
Pharmacy Analyst & Technician	\$23.82	8
Practice LPN	\$23.82	8
Unit LPN - PD (HP)	\$28.71	9
Unit LPN (HP)	\$28.71	9
Radiologic Tech (Single Modality)	\$31.00	10
Radiologic Tech and Medical Assistant	\$31.00	10
Respiratory Therapist	\$31.30	11
Radiologic Tech (Multimodality)	\$33.26	12
Lead CT Technologist	\$34.98	13
Nuclear Med Tech	\$34.98	13
Ultrasonographer	\$34.98	13

## **Article 302 - Overtime**

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

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

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

Overtime will be assigned as follows: Volunteers will be sought first. If there are more volunteers than assignments, PMC will make assignments as equitably as reasonable. Employees shall not work overtime unless the employee obtains prior approval from the supervisor.

## **Article 303 - Differentials**

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

1. Evening. All hours worked between 3:00 pm and 11:00 pm, if the shift includes at least three hours between 3:00 pm and 11:00 pm or the entire shift is within the designated period.
  - Hospital and PMG \$3.00 per hour
  - Helen Porter \$3.00 per hour
2. Night. All hours worked between 11:00 pm and 7:00 am, if the shift includes at least three hours between 11:00 pm and 7:00 am or the entire shift is within the designated period.
  - Hospital & PMG \$5.00 per hour
  - Helen Porter \$5.00 per hour
3. Weekend. All hours worked between 11:00 pm on Friday night and 11:00 pm on Sunday night.
  - Hospital & PMG \$2.00 per hour
  - Helen Porter \$2.00 per hour

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

4. On Call. PMC shall pay \$8.00 per hour for 20 and 30 minute call (increasing to \$10.00 in the first full pay period in FY26), and \$2.00 per hour for all other call (increasing to \$5.00 in the first full pay period in FY26). An hourly employee who is designated as on call shall receive the on call stipend for all



hours spent on call. If an employee is called in to work while on call, the employee will also be compensated for all hours worked, for a minimum of two hours, at a compensation rate that is 1.5 times their appropriate rate of pay, including appropriate shift differentials even if the minimum number of hours to receive such differential has not been worked. On call pay will end at the beginning of a regularly scheduled shift, but this sentence shall not apply to on call for staffing adjustments.

5. PMG Float. PMC shall pay bargaining unit employees in the PMG float pool an extra \$5.00 per hour.
6. Ambulance Transport. PMC shall pay bargaining unit employees a lump sum of \$45 per transport when PMC determines that an employee is required to accompany a patient, which is in addition to any compensation for hours worked. If an employee is called in to cover for the employee who is accompanying the transport or if the employee is called in to do the transport, the employee will be paid 1.5 times their base rate plus applicable differentials.
7. Helen Porter Charge. PMC shall pay a \$3 per hour differential for all hours worked as a charge nurse at Helen Porter.
8. Preceptor Differential. Effective the second full pay period in October 2024, PMC shall pay an employee assigned by PMC to mentor new employees or students (but not including students whose instructors are present at the facility) \$2.50 per hour for each hour worked while performing this role. PMC will select preceptors based on its determination of clinical skills, communication skills and teaching skills. Employees must be required to attend an approved preceptor class in order to qualify for preceptor pay. Preceptor classes shall be made available for all bargaining unit positions.
9. Float Differential. Effective the second full pay period in October 2024, PMC shall pay an employee who floats to a different bargaining unit position or to another cost center a \$5 per hour differential for all hours worked while floating, if they work at least four consecutive hours in the other cost center.
10. Per Diems. PMC shall pay \$2 per hour for all hours worked as a per diem employee.
11. Urgent Pay. Effective the second full pay period in October 2024.
  - A. Full-time, part-time, and per diem bargaining unit employees will be paid urgent pay if management determines the need for additional bargaining unit employees (beyond scheduled employees and on-call employees) within twenty four (24) hours from the start of the shift. Urgent pay will be considered a differential equal to 100% of the bargaining unit employee's appropriate rate of pay, including applicable differentials. Overtime and/or holiday rates shall also apply to the urgent pay rate.

- B. Any bargaining unit employee who misses scheduled work is not eligible for urgent pay during that same pay period. However, urgent pay will not be denied in any pay period for a single absence which does not exceed four (4) hours.
- C. If the shift is identified as eligible for urgent pay, the entire shift will be paid as urgent pay. Bargaining unit employees may agree to work for less than the full shift with the manager's approval.
- D. Urgent pay shall be offered to bargaining unit members in the following order. When the need is identified, the manager (or designee) shall award the shift based on the following priority:
  - 1. Available bargaining unit volunteers from within the home unit who are currently working on the unit will be asked to work, by bargaining unit seniority.
  - 2. If no one volunteers, bargaining unit members from the unit needing coverage shall be contacted via mass text. The first person to reply shall be offered the urgent shift.
  - 3. If no employee from the unit needing coverage accepts the urgent pay shift within 30 minutes of the mass text, bargaining unit members who are cross-trained to the unit needing coverage shall be contacted by mass text. The first person to reply shall be offered the urgent pay shift.
  - 4. To bargaining unit employees who are willing to work part of the urgent shift, but only with the manager's prior approval, by unit seniority. Bargaining unit employees must communicate their desire to work a partial shift when declining the initial offer. Management will decide 30 minutes after the text in section D(3) is sent out, or at the earliest possible time thereafter.

Sign-On Bonus. PMC may offer a sign-on bonus to newly hired employees as it determines appropriate on a case by case basis, and repayment of such bonus may be subject to such terms and conditions as PMC determines appropriate in the circumstances. PMC shall provide the Union with a copy of the terms of any sign-on bonus provided to new bargaining unit employees on a quarterly basis.

### **Article 304 – Benefits**

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

- Health Insurance. PMC shall pay 75% of the premiums for employees

working 30 hours per week. PMC agrees to offer health insurance benefits to employees working 20 – 29 hours per week, paying 60% of the premiums.

- Dental Insurance. PMC shall pay the following percentage for the premiums:
  - PMC shall pay the full premium for single employee coverage in the Core Plan, and employees shall be responsible for any additional premium for additional coverage.
  - Employees who elect the Buy-Up Plan will be responsible for paying all of the additional premium.
- Vision Plan
- Life Insurance
- Short-Term and Long-Term Disability Insurance
- Retirement Plan
- Flexible Spending Account

### **Article 305 – Time Off**

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

1. Combined Time Off (CTO). Paid hours that may be substituted for unpaid time during a period of absence. CTO time may be used to cover an employee's absence for vacation time, sick time and/or holiday time.
2. Extended Illness Reserve (EIR). Paid hours that may be substituted for unpaid time during a period of absence. EIR may only be used during the following situations:
  - A. Personal Illness (Non-Family Medical Leave and/ or Vermont Parental and Family Leave Act qualified illness). Employees may access their EIR banks after using one CTO day.:
  - B. Family Medical Leave (FMLA) or Vermont Parental and Family Leave Act (VPFLA) qualified illness: Employees who experience a personal illness or are charged with caring for a qualified family member and also meet eligibility requirements for FMLA and/or VPFLA may immediately access their EIR banks. FMLA/VPFLA paperwork must be received and reviewed by Human Resources to determine eligibility. In the event that employees fail to present appropriate FMLA/VPFLA paperwork to Human Resources, CTO and/or unpaid time will be used to cover the period of absence. EIR will be retroactively awarded once all paperwork is received and processed by Human Resources.

C. Vermont Short Term Family Leave Act- Employees may use CTO or EIR for all absences that qualify for the Vermont Short Term Family Leave Act.

3. Eligibility. All employees scheduled to work 16 hours per pay period or greater in each bi-weekly pay period are eligible to accrue CTO and EIR time. Per diem and temporary employees are not eligible for CTO and EIR accruals. CTO/ EIR may not be used during an employee's initial three months of employment.
4. Accrual of CTO. New hire hourly employees will begin employment at PMC with zero hours in their CTO banks. Full time hourly employees (80 hours per bi-weekly pay period) will accrue 176 hours (22 days) of CTO time over their first year of continuous employment. Part time employees will accrue a pro-rated equivalent of this number, i.e.: half time employees will accrue 88 hours (11 days) of CTO over their first year of employment. Accruals of CTO are based on actual hours worked per bi-weekly pay period. CTO will not accrue for hours worked over 80 per bi-weekly pay period or during periods of unpaid absence. Reference the table at the end of this Article for detailed hourly employee accrual schedule as adjusted for tenure at PMC. If a bargaining unit employee transfers to PMC from another position within the University of Vermont Health Network (UVMHN), they may carryover eighty (80) unused CTO hours from their previous position; and, for any person hired after 10/1/2021, they will accrue CTO at a level that includes their consecutive time worked at another position within UVMHN.
5. Accrual of EIR. New hire hourly employees will begin employment at PMC with zero hours in their EIR banks. Full time hourly employees (80 hours per bi-weekly pay period) will accrue 40 hours (5 days) of EIR time over their first year of continuous employment. Part time employees will accrue a pro-rated equivalent of this number, i.e.: half time employees will accrue 20 hours (2.5 days) of EIR over their first year of employment. Accruals of EIR are based on actual hours worked per bi-weekly pay period. EIR will not accrue for hours worked over 80 per bi-weekly pay period or during periods of unpaid absence. EIR may not be "cashed in" and is a non-vested benefit.
6. Unpaid Time Off. Employees are required to use all available paid time off from the applicable time off banks when absent from work unless they are on an approved FMLA/VPFLA leave.
7. Unless a bargaining unit employee is transferring to a new position within UVMHN, CTO will be paid out upon separation of employment or change of status to per diem. 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.

## CTO Accrual Table

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

## Article 306 – Holidays

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

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

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

PMC further honors and respects that its employees represent diverse communities that do not all celebrate the same holidays. In recognition of this, effective 2025 and on January 1 in each calendar year thereafter, all current full-time bargaining unit employees will receive eight (8) hours of Floating Holiday Time Off and all part-time employees will receive an amount of hours prorated to their FTE status.

Floating Holiday Time Off may be applied to one (1) floating holiday each year which must take place on a date different from the dates of the above-listed holidays. Floating Holiday Time Off may only be used for scheduled time off and must be requested in accordance with the CTO scheduling practices of the employee's cost center. Employees may not use Floating Holiday Time Off for unscheduled time off or low census. Floating Holiday Time Off will be forfeited if not used by December 31.

If an employee is approved for Floating Holiday Time Off and, due to unavoidable hardship, is required to work on the day scheduled for Floating Holiday Time Off, the employee will be paid 1.5 times their base hourly rate for all hours worked during that Floating Holiday. They will also be eligible for any applicable differentials.

Floating Holiday Time Off will be paid at the employee's base hourly rate.

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

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

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

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

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

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

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

1. **Bereavement Leave.** PMC will provide bereavement leave in the event of a death in the immediate family. Bereavement leave is not charged to CTO and will not exceed 3 scheduled shifts. These three scheduled shifts may be used at a later time other than in the immediate days following the death of the immediate family. Immediate family is defined as parent, spouse, domestic partner, child, sibling, grandparent, grandchild, and respective in-laws and respective step relations, as well as any other individual living in the same household as employee. Employees who need time off in excess of Bereavement Leave shall make arrangements with their manager for the use of CTO. There are also times an employee may need to mourn for an individual not covered by this leave. In those situations, while paid time off is not available through Bereavement Leave, employees may request a personal leave and may utilize CTO if available. A death in the family or of a close friend can be a stressful, emotional time for bargaining unit employees. Requests for time off for bereavement of persons not explicitly covered under the paid bereavement time shall not be unreasonably denied.
2. **Family and Medical Leave.** PMC will provide family and medical leave in compliance with state and federal law.
3. **Short-Term Family Leave.** PMC will provide short-term family leave in compliance with state law.
4. **Military Leave.** PMC will provide employees with military leave in compliance with state and federal law.
5. **Jury Duty.** PMC will provide employees with leave to participate in jury duty. PMC will pay the base wages for scheduled work shifts missed due to jury service, less any compensation received from the court. Employees scheduled to work on the weekend will not be required to work if they are required to be at jury duty both the Friday before and the Monday after the weekend; and they may take either CTO or manual accrual.
6. **Witness Leave.** PMC will provide employees with leave to participate as a witness in a legal proceeding. Employees required to participate as a witness on behalf of PMC will be paid for such time.
7. **Personal Leave.** PMC may provide a personal leave of absence to employees if they do not qualify for any other type of leave. Seniority shall accrue during an approved personal leave of absence. Employees may request

a leave for Humanitarian, Health Service or Education leave, which will be considered as a request for personal leave. Unless otherwise stated in the approval notice, benefits shall continue during the approved personal leave of absence for a period of 3 months. Unless otherwise stated in the approval notice, the employee shall return to their position upon return from a personal leave of up to three (3) months.

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

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

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

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

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

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

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

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

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

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

### **Article 401 - Non-Discrimination**

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



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

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

**Article 402 – Seniority**

1. **Unit Seniority.** Unit Seniority shall be defined as continuous employment on a unit/cost center in a bargaining unit position. For the purposes of determining Unit Seniority, the seniority will pertain to each Cost Center, as listed in Appendix 1 of this agreement. At Helen Porter, unit seniority is defined as their home cost center.
2. **PMG Seniority.** PMG seniority shall be defined as continuous employment in a clinic or unit that is part of the Porter Medical Group.
3. **PMC Seniority.** PMC Seniority shall mean all time worked continuously with the employer in any position in any area from his or her most recent date of hire. Seniority shall mean PMC Seniority unless otherwise specified. This chart is provided as a reference guide; if there is a conflict between the chart and the actual article, the requirements in the actual article will apply.

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

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

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

1. Full-Time is defined as bargaining unit employees with authorized hours from 60 to 80 hours per two-week pay period.
2. Part-Time is defined as bargaining unit employees with authorized hours less than 60 hours per two-week pay period.
3. Per Diem is defined as bargaining unit employees who work on an as-needed basis. To maintain a proper level of skill and ability at the location, a per diem employee must satisfy each of the following requirements on an annual calendar year basis.
  - a. Hospital and Helen Porter:
    - A. Be available to work one holiday between March-September and one holiday between October-February. Per diem employees may volunteer to take additional Holiday shifts past the commitment of two (2) per calendar year, but they may not be assigned to do so involuntarily in place of a FTE in rotation.
    - B. Be available to work one weekend per calendar year quarter unless committed to weekend coverage elsewhere within the organization.
    - C. Commit to being part of a call rotation for those units that utilize a call schedule.
    - D. Complete all mandatories and clinical competencies within the regular timeframes required at the location of work.
    - E. Work a minimum of 300 hours per year, unless otherwise agreed by the employee and PMC.

b. Porter Medical Group:

- A. Be available to work one weekend per calendar year quarter, if the clinic has weekend hours unless committed to weekend coverage elsewhere within the organization.
- B. Commit to being placed on call when called off of a scheduled shift.
- C. Complete all mandatories and clinical competencies within the regular timeframes required at the location of work.
- D. Work a minimum of 200 hours per year, unless otherwise agreed by the employee and PMC.

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

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

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

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

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

At the Hospital and Helen Porter, PMC agrees that each cost center with at least 5 bargaining unit FTEs for a specific position shall have a minimum of one per diem position for every 5 FTEs. For the Practices, PMC agrees that there will be one per diem float position for every 5 FTEs in that position in the practices; and, for purposes of this section, a full-time float position shall count as 2 per diem positions, prorated for part-time float positions. If open per diem positions per this section have been posted and there is ongoing difficulty filling those positions, this will be brought to the Labor Management Committee to find alternative solutions to the staffing concerns in that cost center.

### **Article 404 – Vacancies**

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

If Porter Medical Center decides to fill a vacant position, it shall post the position internally for 5 business days. The posting shall include the date of the initial posting, define the FTE or per diem status, shift information, hours of work, unit or practice,

and required/preferred qualifications. Internal postings shall be on the PMC HR Portal, currently Workday. PMC shall send an email notification of a vacant position to members of that unit or office when PMC posts the position. PMC may also decide to advertise the position externally, either at the same time as the internal posting or afterwards. A posted position shall not be filled until after expiration of the 5-day posting period.

Hospital Shift and FTE Changes. Bargaining unit employees who apply for a different shift or apply to increase their FTE in the same unit in the Hospital shall be awarded such shift based on Unit Seniority. Employees shall not be denied FTE changes out of hand due to the amount of unscheduled CTO they have, without considering and discussing the context with employees.

Helen Porter Shift and FTE Changes. Bargaining unit employees from Helen Porter who apply for a different shift or apply to increase their FTE at Helen Porter shall be awarded such shift based on Unit Seniority. Employees shall not be denied FTE changes out of hand due to the amount of unscheduled CTO they have, without considering and discussing the context with employees.

Practice Shift and FTE Changes. Bargaining unit employees from a specific practice who apply for a different shift or apply to increase their FTE at that same practice shall be awarded such shift based on Unit Seniority. Employees shall not be denied FTE changes out of hand due to the amount of unscheduled CTO they have, without considering and discussing the context with employees.

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

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

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

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

Bargaining unit employees who transfer to another position (not shift changes) shall be subject to a ninety (90) day trial period. At any time during the trial period, the

employee may choose or PMC may require the employee to return to their original position so long as it is posted and has not been filled. If the position has been filled, the employee shall be considered laid off and shall have all rights, as per Article 418. Temporary positions shall be so indicated in the posting, and they shall generally not last more than six (6) months, unless there are no qualified regular applicants for the position.

### **Article 405 – Job Sharing**

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

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

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

A bargaining unit employee's request to decrease their FTE (regularly scheduled hours) shall be submitted in writing to their manager for approval. The manager will respond to the employee's request within fourteen (14) calendar days. If approved, the manager and employee will complete the necessary HR documentation. Employees granted a decrease in FTE status may be required to work their regularly scheduled hours until a replacement has been found. Employees will not be held in their position longer than four (4) months. If denied, the manager will, upon request from the employee, provide a written explanation for the denial.

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

#### **A. Orientation**

- a. 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. If an employee believes their concerns regarding the development of their department/cost center orientation/training plan are not addressed, the Union may raise such issues at Labor Management Committee. Bargaining unit employees will be provided all necessary training on procedures, equipment, and any other requirement of an assignment. Bargaining unit employees agree to complete assigned training. Hours spent in training will be worked hours.
- b. The department/cost center orientation/training plan for each bargaining unit 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.

- c. Bargaining unit 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. Departmental daily assignments and work schedules for the bargaining unit employee being trained and the bargaining unit employee doing the training will be adjusted as the orientee gains competence.
- d. Cost centers that assign bargaining unit employees to train new bargaining unit employees or contracted staff may establish a related training program. In those cost centers with an established training program under this Section, bargaining unit employees agree they will attend the training at their manager's request. Hours spent in a training program established under this Section will be worked hours.
- e. During the initial general orientation of all new or rehired bargaining unit employees (including internal transfers from a position outside of the bargaining unit), 30 minutes shall be included for the purpose of orientation to the Union. Participation shall be paid work time for the new or rehired bargaining unit employee. The Union will be given reasonable notice of the planned orientation program.

## **B. Education**

1. Employees shall complete all mandatory education programs, which shall be offered on various dates and times. The Employer shall pay the full cost of all mandatory education programs. These hours shall be considered paid work time. PMC shall provide bargaining unit employees scheduled work time during their regularly scheduled shifts to complete mandatory education programs (a/k/a "Mandatories"), or at another time reasonably agreed upon by the employee and PMC.
2. Employees are encouraged to attend any applicable voluntary inservice education programs, with prior approval from their manager. All time at an inservice program will be considered paid work time if attendance is required, or if the manager provides prior approval.
3. Bargaining unit employees may request off-site training. If approved, PMC shall pay costs associated with the training, and the hours shall be considered paid work time. Requests shall be approved on an equitable basis.
4. If an employee wants to obtain a new certification, PMC shall pay, with prior management approval, the costs of the review course and the test fee. If an employee does not pass the certification, the employee shall reimburse the costs back to PMC.
5. PMC shall pay for certification renewals if they are required for the position. PMC may pay for certifications that are relevant but not required for the position. Unless otherwise agreed ahead of time, PMC shall not pay for license renewals.

### **C. Tuition Advance Program**

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

### **D. Career Advancement Program**

Should PMC initiate a new 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, upon request by the Union.

## **Article 408 – Pay Period**

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

## **Article 409 – Uniforms**

1. Bargaining unit employees will maintain a professional appearance while on duty.
2. PMC will provide scrubs in appropriate sizes and quantities to employees in any department where hospital-issued scrubs are required. PMC will maintain hospital-issued scrubs when they are required.
3. PMC will provide uniforms in appropriate sizes and quantities to employees in any department where required. Employees will maintain the uniforms.
4. Employees will wear their ID badges at all times so that they are visible. Employees may request that their ID badges contain only first name, or first name and last initial, or full first and last name.

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

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

PMC shall provide to all employees the necessary safety equipment to perform their duties, including the appropriate level of PPE needed to protect bargaining unit employees as recommended by the CDC guidelines and/or the Vermont Department of Health. PMC shall provide appropriate health and safety training to employees, including annual N95 fit testing per OSHA standards, which shall be paid work time.

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

PMC will provide training for those working with hazardous and/or radioactive materials to prevent accidental workplace exposure. PMC will provide de-escalation, BLS, and workplace safety training to all new and existing bargaining unit employees. 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 bargaining unit employees who are required to complete the training. The training shall be on paid time. PMC will provide assistance with navigating the workers compensation process and a workers compensation claim shall be filed for every incident reported that involves an employee workplace injury. Bargaining unit employees will be provided with information concerning wellness resources, including the EAP. Employees may use EIR time immediately for any workplace injury.

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

PMC will provide all governmental required immunizations at no cost. PMC will also provide the following immunizations at no cost to bargaining unit employees who would like them: flu shot, chicken pox, MMR, Hepatitis B, TDAP, and COVID-19. All immunizations shall be voluntary, unless required by governmental authorities. Federal guidelines, including CMS requirements, regarding exemptions for immunizations that are required by governmental authorities shall be honored by PMC.

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

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

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



for an alternative assignment. PMC shall make every effort to meet such a request, that may include a temporary transfer, telecommute options, alternative positions or assignments, or time spent completing mandatory education requirements. If no such accommodations may be made, the employee may utilize their EIR banks or be granted a leave of absence. If employees ever have a security concern, they should contact their manager, supervisor, or the security officer on duty.

For bargaining unit employees who experience a physical assault while on duty, management and Employee Health will determine how to specifically address the employee's needs. The employee's physical, mental, and emotional health shall be considered.

In such cases, critical incident debriefing will be initiated for affected bargaining unit employees.

Bargaining unit employees who experience a physical assault while on duty may request time off from work to recover from physical or mental injuries caused by the assault. Such requests shall not be unreasonably denied. 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 EIR, CTO, or excused unpaid time.

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

These Committees regularly address policies, procedures and protocols affecting the health and safety of employees at PMC, including issues of workplace violence.

This shall be in addition to addressing safety concerns at daily huddles. Department managers shall provide updates to the bargaining unit members regarding health and safety concerns raised in daily huddles. An initial response or update regarding how PMC will address the concern raised shall be provided no later than 48-72 hours after that concern is raised, and the Union requests a further response.

### **Article 411 - Parking**

Parking is provided at no cost to bargaining unit employees. In order to provide adequate and convenient parking for patients and visitors, bargaining unit employees are requested to park in designated employee parking areas. Parking lots will be physically lit and well maintained, including snow and ice removal.

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

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

- Hospital on call employees may park anywhere except the small patient lot closest to the ED and Express Care spots when Express Care is open, but only when they are working on call.
- Helen Porter night shift employees may park in the circle by Helen Porter, but they will have to move their car as soon as possible to the employee lot if they have to work beyond 8 am.

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

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

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

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

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

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

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

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

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

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

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

The probationary period for new or rehired bargaining unit employees shall be ninety (90) calendar days from the date of commencement of employment. Continued employment beyond ninety (90) calendar days shall be evidence of satisfactory completion of probation. The probationary period may be extended by the number of workdays missed because of an excused leave of absence or upon agreement by both parties.

After forty five (45) calendar days, employees may be provided an evaluation meeting with their supervisor to discuss their performance and address areas for improvement.

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

### **Article 414 – Personnel File**

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

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

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

For purposes of corrective action, after one year, information that is evaluative, disciplinary or which reflects negatively on an employee shall not be admissible to establish an element of progressive discipline provided that there has been no

repetition of the conduct. Exceptions to this include harassment, substance abuse, confidentiality (including HIPAA), diversion, and patient abuse or mistreatment, which will remain in effect for as long as the employee is employed.

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

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

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

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

### **Article 417 – Bad Weather**

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

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

For the purpose of this article, CTO used for bad weather will be coded as “CTO excused.”

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

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

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

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

The procedure for layoffs or furloughs is as follows:

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

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

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

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

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

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


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

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

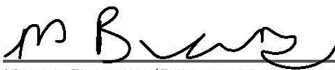
**Signature Page**

**Agreed and executed as of this first day of October 2023.**

**Porter Medical Center**

  
By: Josie Ross (Dec 20, 2024 10:22 EST)

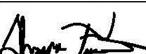
**Porter Federation of Nurses and Health Professionals,  
Local 5753, AFT-VT, AFT, AFL-CIO.**


  
By: Megan Burrows (Dec 18, 2024 11:40 EST)

  
By: Anne Corcoran (Dec 18, 2024 17:31 EST)

  
By: Sandra Cram (Dec 19, 2024 15:18 EST)

  
By: Lydia Euber (Dec 19, 2024 17:51 EST)

  
By: Shayna Fierro (Dec 19, 2024 20:38 EST)

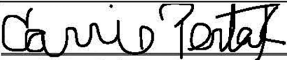
  
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By: Pam Johnson (Dec 18, 2024 10:45 EST)


  
By: Carol P Kernan (Dec 18, 2024 11:51 EST)

By:   
Ryley McClure (Dec 18, 2024 13:39 EST)

By:   
Scott McVey (Dec 18, 2024 12:56 EST)

By:   
Carrie Pertak (Dec 18, 2024 12:14 EST)

By:   
Matthew Russell (Dec 19, 2024 18:06 EST)

By:   
Maya Schnell (Dec 18, 2024 12:33 EST)

By:   
Kathy Supernault (Dec 19, 2024 12:08 EST)

By:   
Tammy Volk (Dec 19, 2024 14:25 EST)

By:   
Elizabeth Willey (Dec 18, 2024 11:23 EST)









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