

TA

Article 10X - Labor - Management/Nursing Practice Committee

~~Union Proposal 8/18/26~~ PMC Proposal 9.15.2026

Article 10X - Labor - Management/Nursing Practice Committee

A joint Labor - Management/Nursing Practice Committee shall meet and confer on issues of mutual concern. Proper matters for discussion shall include, but not be limited to:

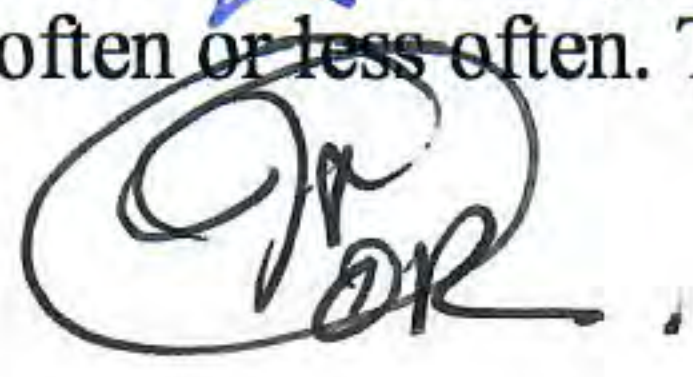
- Staffing trends and workforce planning
- Recruitment and retention initiatives
- Employee engagement and workplace culture
- Orientation, onboarding, and preceptor programs
- Staff development and continuing education
- Workplace safety
- Workflow improvement and operational efficiency
- Policies, procedures, and protocols affecting bargaining unit employees

Staffing in a healthcare environment is extremely complicated. The parties share the goal of maintaining sufficient staff to provide high quality care for all patients. To allow both parties to address proper staffing in an on-going manner, the parties also agree to regularly review the following items:

- Staffing levels on each unit and in each area sufficient to provide safe and high quality care;
- Clinical nursing practice issues affecting patient care, striving for excellence and innovation as a driving factor for change and/or improvements;
- Appropriate clinical nursing practice standards;
- Achieving and/or exceeding clinical regulatory outcomes;
- Implementation of evidence-based clinical practice recommendations;
- Supporting clinical inquiry through discussion, problem-solving and nursing research;
- Consistent review of quality initiatives, educational needs, professional development, unit specific orientation checklists, collegial review and recognition efforts for clinical improvements;
- A review of any Assignment Despite Objection (ADO) forms submitted;
- Workload
- Any other issue impacting nursing care and agreed upon by the parties; and
- Details of BSN Program (See Article 407 Orientation/Training/Education).

The Committee shall have an equal number of representatives from management and the Union, with a maximum of 6 ~~voting~~ representatives from each side. ~~Non-voting~~ Ad-hoc members may be invited to share expertise and knowledge, these members will be warned during the creation of the agenda. A non-voting labor representative shall be designated by each party. The Committee shall have two co-chairs, one from each side. Jointly, the co-chairs shall be responsible for establishing a regular agenda and meeting time. The parties shall mutually agree on agenda items at least 7 days before the meeting.

After the agenda is sent out, additional items may be added only with the agreement of both parties. The Committee shall meet ~~bi~~ monthly; or, upon agreement by both parties, the Committee may meet more often or less often. The Committee shall meet minimally on a



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quarterly basis. Both parties shall strive for consistent participation by at least a majority of its members. If there is no majority on both sides, the meeting shall be rescheduled, unless it is mutually agreed by both parties to meet without a majority. A canceled meeting shall be rescheduled within 3 business days, and shall take place within 30-15 calendar days.

The Committee can appoint staffing sub-committees for any unit, HP or the Practices. The Committee may also designate subcommittees to work on specific topics to report back to the Committee. The Committee will determine the applicable rules for such committees.

Attendance at Committee and staffing sub-committee meetings shall be considered paid time.

keep *OK* *9/15* [In addition, ~~PMC will reimburse bargaining unit employee a combined total of 6 hours for each Committee meeting at the bargaining unit employee's base rate of pay (not including other payments, such as differentials) for preparation for Committee meetings. PFNHP will determine distribution of the hours and must submit the information to PMC.~~ The time must be coded as Union Time for payroll purposes and will not be used to calculate the overtime rate, nor will it be considered work time for any purposes including the calculation of overtime, satisfaction of per diem hours, or any other incentive payments.

The Committee shall have the authority to create or approve staffing guidelines for any specific unit, which must be signed off by both the PFNHP President and the CNO or their designees.

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

PFNHP and PMC shall collaborate to appoint PMC nursing representatives to the UVM Health Network Nursing Practice Committee, or its equivalent.

[[This article replaces the current 106 and 107.]]

25951210.1

Julie Fromble
Interim CNO
9/15/26

[Signature]
FINN Y.
9/15/26
PFNHP

T.A.

Article 101 - Recognition

1. PMC recognizes PFNHP as the sole and exclusive bargaining agent with respect to the terms and conditions of employment for the following:

All full time and regular part time and per diem Registered Nurses employed by the Employer at Porter Hospital (including Emergency Department RNs, Medical/Surgical Unit RNs, PACU RNs, Surgical Service/OR RNs, Scrub RNs, OB/Birthing Center RNs, Clinical Analyst IT RNs, Case Manager RNs), Infusion Center RNs, Porter Express Care RNs, Helen Porter Healthcare and Rehabilitation Center (including Post Acute Rehabilitation Center RNs, Memory Care RNs, Long Term Care RNs and Float RNs), Porter Obstetrics, Midwifery & Gynecology, Porter Cardiology (including Cardiac Stress RNs and Nurse Sonographers), Primary Care - Middlebury, Porter Orthopedics, Porter Podiatry, Pediatric Primary Care, Porter Ear Nose and Throat, Porter General Surgery, Porter Plastic Surgery, and Porter Hematology & Oncology located in Middlebury Vermont; Primary Care - Vergennes located in Vergennes, Vermont; Primary Care - Brandon located in Brandon, Vermont; and Porter Medical Group Float RNs and Virtual RNs assigned to the above facilities.

Excluding all service and maintenance employees, non-nursing professionals, LPNs and technical employees, physicians, business office and clerical employees, casual employees, Advanced Practice Registered Nurses (including Certified Registered Nurse Anesthetists, Certified Nurse Midwives, and Nurse Practitioners), Transport RNs, Infection Control RNs, Staff Development RNs, Clinical Quality RNs, Case Manager RNs, ~~Case Manager RNs~~, Discharge Planner RNs, ~~MDS Coders~~, managerial and confidential employees, guards and supervisors as defined in the Act.

2. Work locations will be defined as follows:

- a. Hospital – the Porter Hospital Facility at 115 Porter Drive, excluding any Practice.
- b. Helen Porter – Helen Porter Healthcare and Rehabilitation Center at 30 Porter Drive.
- c. Practices – all of the following medical practices:
 - Porter ~~Women's Health~~ Obstetrics, Midwifery & Gynecology at 116 Porter Drive, Middlebury
 - Primary Care - Middlebury at 82 Catamount Park, Middlebury
 - Porter Orthopedics at ~~1436 Exchange Street~~ 23 Pond Lane, Middlebury
 - Primary Care - Vergennes at 10 North Street, Vergennes (110)
 - Pediatric Primary Care at 44 Collins Drive, Middlebury
 - Porter Podiatry at ~~76 Court Street~~ 23 Pond Lane, Middlebury
 - Primary Care - Brandon at 61 Court Drive, Brandon (110)

Article 101 - Recognition

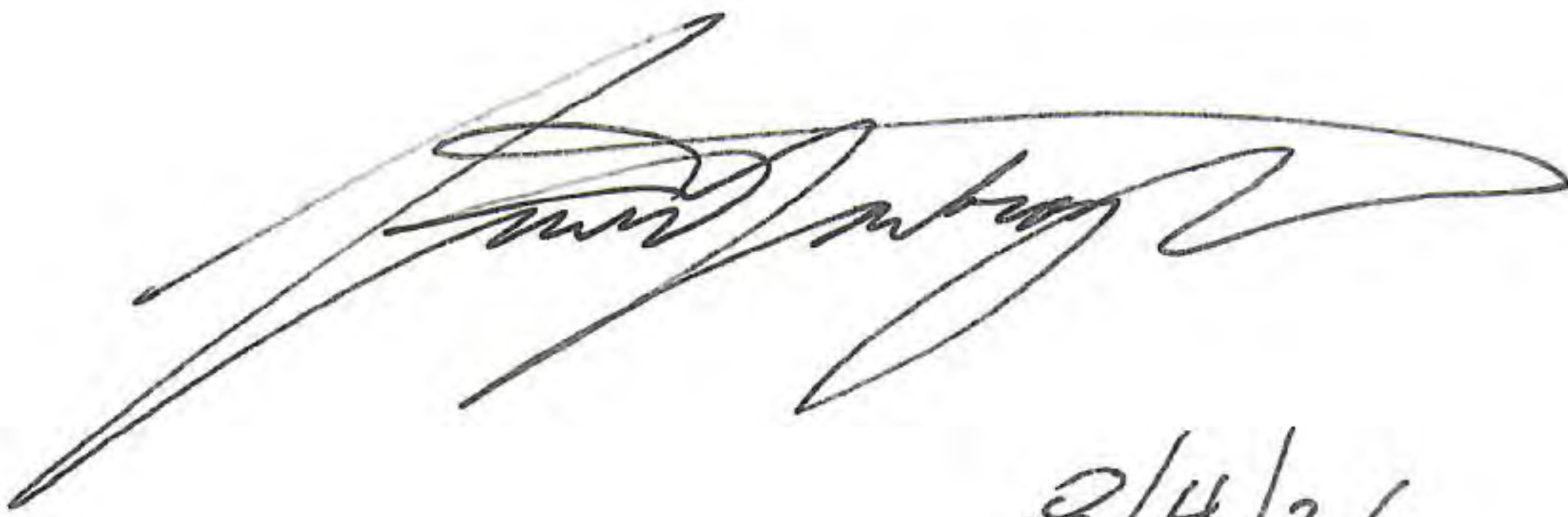
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- Porter Cardiology at 115 Porter Drive, Middlebury
- Porter Ear, Nose and Throat – Middlebury at 116 Porter Drive, Middlebury
- Porter General Surgery at 116 Porter Drive, Middlebury
- Porter Plastic Surgery at 116 Porter Drive, Middlebury
- Porter Hematology & Oncology at 116 Porter Drive, Middlebury

3. Unless the context clearly requires otherwise, throughout the Agreement, the terms "Nurse", "Employee" and "Bargaining Unit Employee" are used interchangeably to refer to those covered in this Agreement.

25850364.1

A handwritten signature in black ink, appearing to be "Andrew [unclear]", written in a cursive style.

8/4/26

Julie Forman, Interim CNO

8/4/24

TA

Article 105 - Grievance Procedure

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

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

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

Step 2 Written grievances filed by PFNHP shall be presented to a designated Labor Relations Team representative(s) ~~the Clinical Director of Patient Care for the Hospital, or to the Director Nursing for Helen Porter, or to the Director of Clinical Operations for PMG, or designees~~. Written grievances at Step 2 must be presented within ten (10) business days of when the PFNHP knew or should have known of the occurrence giving rise to the grievance. A meeting will be held no later than fifteen (15) ~~twenty (20)~~ ten (10) ~~twenty (20)~~ 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 designated Labor Relations Team representative(s) ~~CNO or designee~~. Presentation of Step 3 shall be within fifteen (15) ~~ten (10)~~ business days of the Step 2 response. A meeting will be held no later than fifteen (15) ~~twenty (20)~~ ten (10) ~~twenty (20)~~ 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.

Article 105 - Grievance Procedure

Union Proposal 8/18/26

Response to PMC Proposal, 7.21.2026 PMC Proposal 9.1.2026 9.15.2026 9.29.2026

TA

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 the Director of Labor Relations, or their designee PMC. Unless agreed to by the parties, each grievance will be arbitrated separately.

3. The parties have agreed to use the Labor Relations Connection (LRC) or 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 any investigatory, disciplinary, Step 1, Step 2 and Step 3 grievance meetings up to a maximum of one hour per meeting.

25991866.1

Julie Tronter
Interim CND
9/29/26.



FINN YARBROUGH
PFNHP

9/29/26

T-A.

Article 108 - New Technologies

1. Introduction of New Technologies

In alignment with this Agreement's Article on Management Rights, the Employer may introduce new or modified technologies, equipment, systems, software, automation, artificial intelligence, or other labor-saving or workflow-altering tools ("New Technologies").

2. Training and Competency

Employees will receive appropriate training and demonstrate proficiency before being expected to use New Technologies 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.

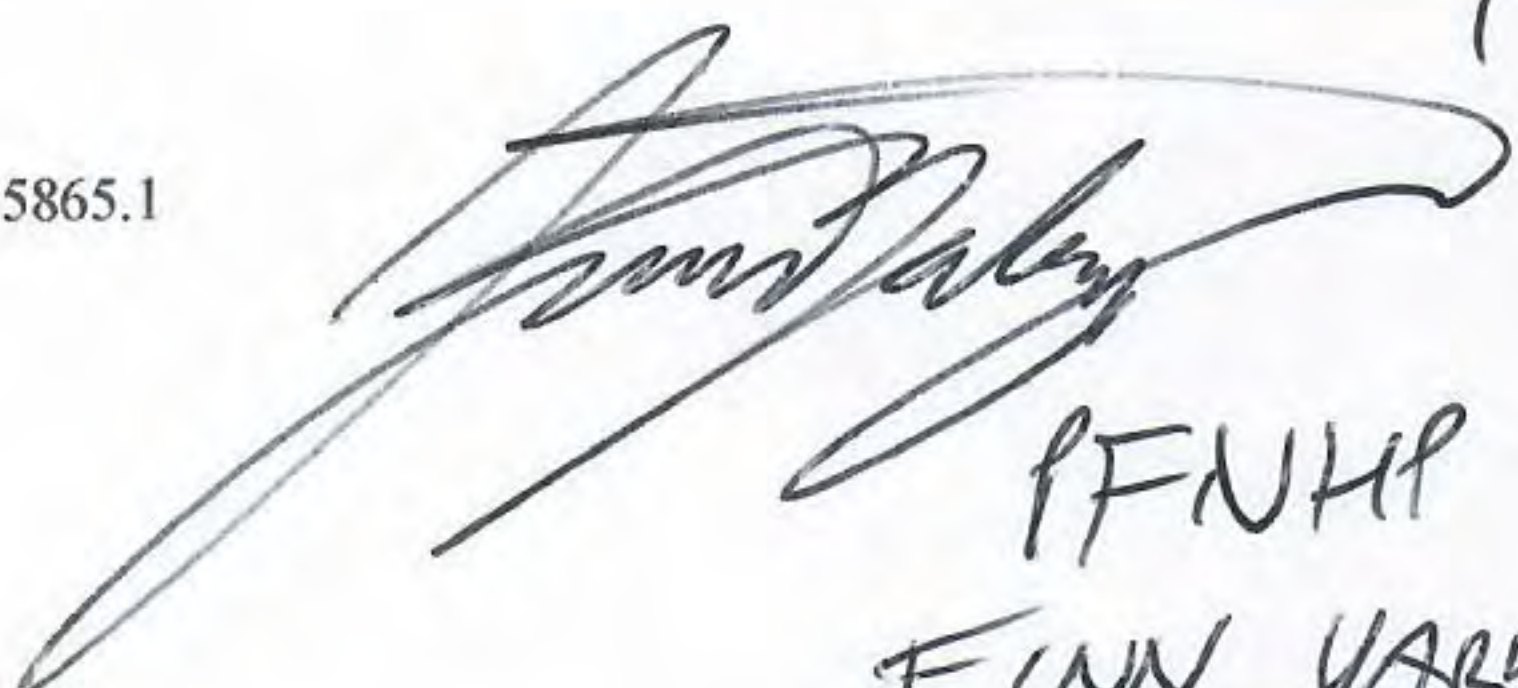
PMC shall provide bargaining unit employees reasonable notice for any required in-services on New Technologies, unless an unforeseen circumstance prevents such notice.

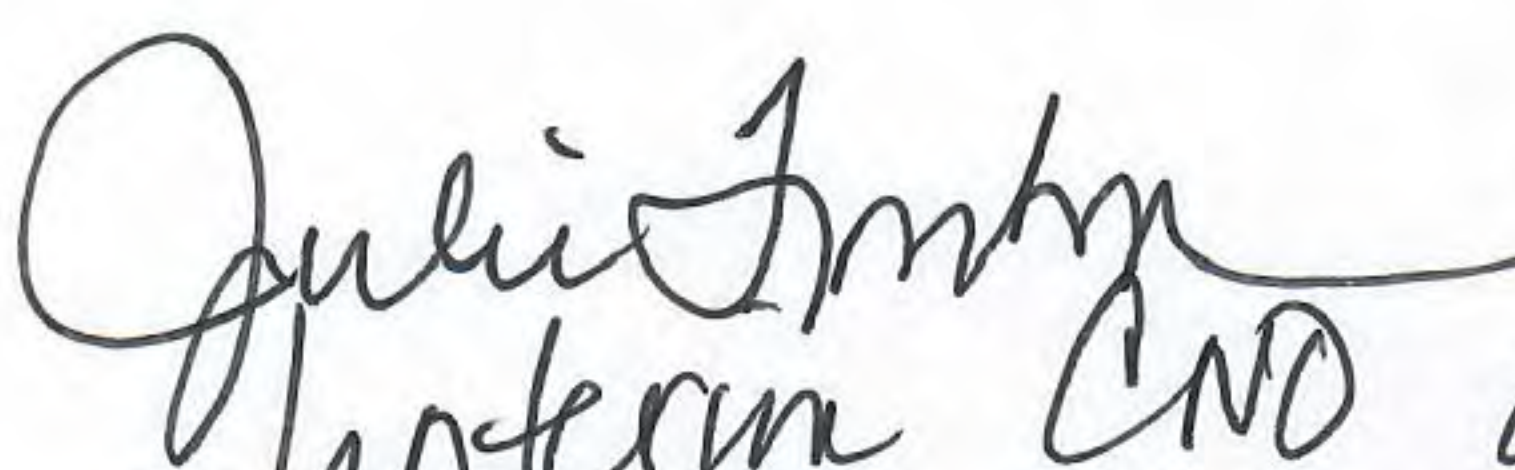
Required training on New Technologies will be provided on paid time and at no cost to the employee.

3. Professional Judgment Protections

No bargaining unit employee will be required to make a patient care decision supplied to them by artificial intelligence that conflicts with the employee's professional judgment. In the event a bargaining unit employee believes suggestions generated by artificial intelligence interfere with the employee's professional responsibilities or compromise safe patient care, the employee will notify their leader.

25875865.1

9/29/26

PFNHP
FINN YARBROUGH


Interim CNO 9/29/26

Article 109 - Job Security

A. Job Erosion

PMC agrees not to utilize contracted staff, supervisors and/or other non-unionized PMC employees ~~or to contract out services to~~ replace bargaining unit employees. ~~perform bargaining unit work in such a manner that may result in layoffs, the permanent or temporary replacement or reduction of hours for current bargaining unit employees, or the elimination of bargaining unit positions or permanent replacement or reduction of the hours of bargaining unit employees.~~

B. Job Functions

PMC and the Union recognize the value of the work done by the 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 the functions of the ancillary departments. If required for patient care needs, however, employees agree to perform non-nursing functions on an as-needed 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.

E. Artificial Intelligence (AI) and New Technologies

NEW to replace current Article 109 - Non-Nursing Functions

Article 109 - Job Security

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~~Union Proposal 7/21/26~~ PMC Proposal 9.29.2026

~~PMC agrees not to adopt or implement AI technologies or any new technologies in such a manner that may result in layoffs, prevent the creation of new positions, result in the replacement or reduction of hours for current bargaining unit employees, or eliminate bargaining unit positions.~~

~~PMC will bargain with the Union before any further implementation of AI. No additional AI functions will be utilized without approval from the Union.~~

Julie Smith
Interim CNO
9/29/24

9/29/26

FINN YARBROUGH
PFNHP

T.A.

Article 110 - Duration

This Agreement shall be for the period from the date of ratification ~~October 1, 2023~~ until September 30, ~~2029~~2026, 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.

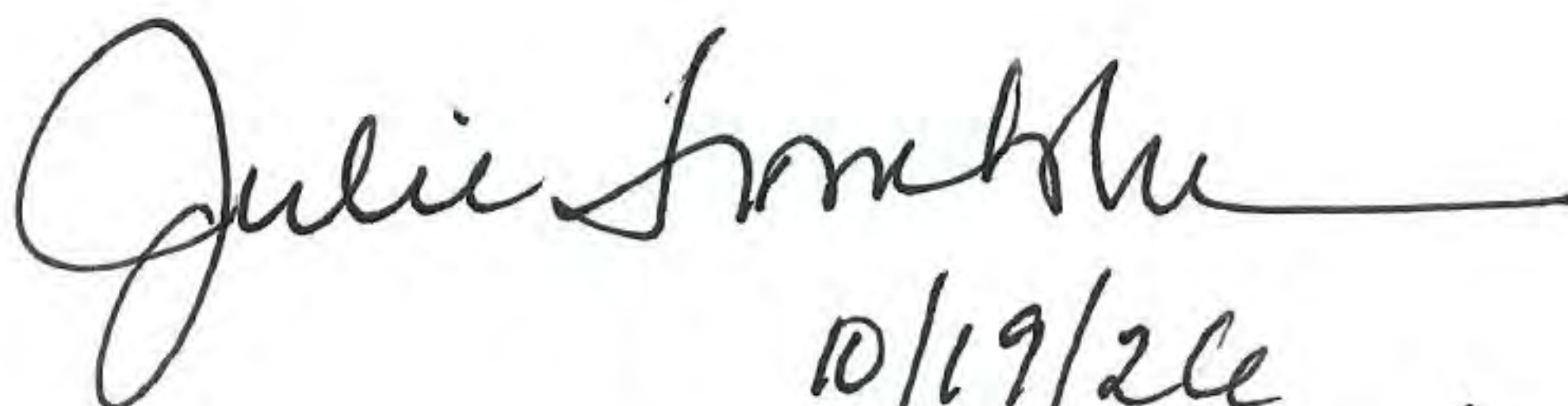
SIDE LETTER RE IMPLEMENTATION

To allow for proper administration, the changes in Article 303 shall become effective on the first full pay period that begins at least 30 days after ratification.

F.V. 10/19/26 (9)

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10/19/26
P.F. NHP
VP - RN


10/19/26
Interim CND.

T.A. 9/29/26

Article 201 - Work Schedules

A. The following apply in all locations:

1. Work schedules shall be posted either electronically and easily accessible to employees or in the applicable work location.
2. Employees may find another person to cover their scheduled shift so long as:
 - a. The person is qualified.
 - b. The commitment will not result in overtime, unless approved by the manager.
 - c. The manager approves the change.
3. Employees with committed hours will be scheduled first and they shall have priority over per diems and 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. Employees shall discuss with their manager concerns related to the minimum and maximum number of consecutive shifts that are scheduled and request limitations.
7. PMC may offer 8, 10 or 12 hour shifts in all work areas where the hours of operation will support them.
8. SIDE LETTER: Employees who are regularly assigned a 4-hour or 8-hour shift as of September 15, 2017, shall not be required to work a different shift during the term of the ~~2023-2026~~ 2026-2029~~2027-2030~~ CBA, unless they agree to do so.
9. Shift Rotation. PMC will make every attempt to minimize shift rotation.

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

10. Scheduled Time Off. Scheduled time-off requests outside of Article 204 for bargaining unit employees will be submitted at least 6 weeks before the first day of a new schedule. PMC will respond to time-off requests in writing within fourteen (14) calendar days.

Conflicting requests will be decided by Unit Seniority if the employees are unable to resolve the conflict themselves. Special requests, meaning those that require more advanced planning, should be discussed with the Manager as needed. Requests that are unforeseen and prior to the posting of the preliminary schedule shall be considered. The Managers will use their discretion in considering these requests.

11. Changes to Posted Schedule. Once the preliminary schedule is posted, bargaining unit employees may take scheduled time off only if the bargaining unit employee (a) has found suitable coverage for that shift without incurring overtime, and (b) received prior permission from the manager.

12. Show Up pay. If any employee is scheduled (including called in for Urgent or on-call), and comes in to work, the employee will be compensated for all hours worked, for a minimum of two hours, unless they are notified not to come in to work at least 60 minutes prior to the start of their shift or unless they leave early for personal reasons.

B. Hospital and Helen Porter. The final schedule will be posted at least 2 weeks in advance of the first day on which the schedule is to become effective. The specific work schedule shall cover a period of at least 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:

- All requests for time off shall be given to the manager at least 6 weeks before the first day of a new schedule. All per diems may submit their availability six (6) weeks prior to the first day of a new schedule.
- A preliminary schedule shall be posted for one week, 4 weeks before the first day of a new schedule. The preliminary schedule will list any holes in the schedule. Any openings on the schedule shall be filled in the following priority:
 - (i) by per diems who submit their requests in writing within one week of the posting of the preliminary schedule, on a rotating basis starting with the per diem with the most Unit Seniority;
 - (ii) by part-time and full-time employees from the same unit/department without incurring overtime, on a rotating basis starting with the employee with the most Unit Seniority;
 - (iii) by part-time and full-time employees from a different unit/department without incurring overtime, on a rotating basis starting with the employee with the most Unit Seniority.

C. Self-Scheduling Option. The self-scheduling option may be initiated by a group of employees in a unit or practice with prior management approval. The final schedule will be posted at least 2 weeks in advance of the first day on which the schedule is to become effective. If self-scheduling is adopted, any disputes that cannot be resolved by the employees will be resolved by the manager. When self-scheduling is used, managers may not change the schedule once it has been finalized without employees' consent. If either the manager or a majority of the employees decide to forego self-scheduling, PMC will adopt the procedures set forth herein for the appropriate location.

D. Practices. The manager at each practice is responsible for creating the schedule and reviewing all requests for changes. The schedule of employees will not be changed within 14 days of the shift, unless the employee consents. Location assignments for employees in a floating position may be changed at any time.

At practices where evening shifts are not currently scheduled (i.e., regularly scheduled time after 5:30 pm), notice to employees and to PFNHP shall be

Article 201 - Work Schedules

Union Proposal 8/11/26 PMC Proposal 08.18.2026 [clean copy]

given no less than twelve weeks before the planned start date of the new evening shift. Good faith effort shall be made by management to include all impacted employees in the planning process when such an evening shift is added.

25895546.1



FINN YMBROUGH
9/29/26



Julie Finton
Interim CEO
9/29/26

TA

Article 202 - Weekends

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. Night shift staff shall not be required to work a Sunday night that does not consecutively follow their weekend requirement. 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.

~~If an employee calls out on a weekend shift, they will need to pick up another weekend shift as close to the called out shift as possible as determined by management.~~

Porter Medical Group and the Infusion Center. Where needed, bargaining unit employees will be required to work weekend hours, as scheduled. Weekend work duties shall be shared by employees of the same practice and shall be assigned by reverse seniority on a rotating basis, unless otherwise agreed. 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.

~~If an employee calls out on a weekend shift, they will need to pick up another weekend shift as close to the called out shift as possible as determined by management.~~

~~SIDE LETTER:~~

~~¶~~

~~Bargaining unit employees employed in October 2020 in a day charge nurse position at Helen Porter will not be required to work a weekend shift, unless they volunteer to do so.~~

SIDE LETTER:

Bargaining unit employees employed in October 2020 in a day charge nurse position at Helen Porter will not be required to work a weekend shift, unless they volunteer to do so.


PFNHP
9/1/25


Julie Smola
Intuition CNO
9/1/26

Article 204 - Vacation Scheduling

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Article 204 - Vacation Scheduling

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

In cases where summer vacation requests conflict, the manager will notify the involved employees who shall attempt to resolve such conflict. If the employees are unable to resolve the conflict, the vacation requests will be decided first on a rotational basis, then by Unit Seniority. Rotation is based on whether the employee had their vacation request for the prior summer approved or denied. If the rotation analysis does not produce a decision then the request will go to the employee with the most Unit Seniority.

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

Non-summer vacation requests may be made up to three months a year in advance and shall be approved or denied in writing within 14 calendar days. If there are conflicts every effort will be made to resolve conflicts informally. The manager will notify the involved nurses if there is a scheduling conflict and those nurses will attempt to resolve the conflict. In the event that a scheduling conflict remains, the vacation will go to the employee with the most Unit Seniority on a rotating basis. Special requests, meaning those that require more than 3 months advanced planning or requests upon short notice, should be discussed with the Manager as needed. The Managers will use their discretion in considering these requests. Non-summer vacation requests shall be approved or denied in writing within fourteen (14) calendar days. and special

B. Helen Porter. Scheduled vacation requests for bargaining unit employees in Helen Porter will be submitted the first week of the quarter for time off during the following quarter. For example during the first week of April, time off requests for July, August and September would be submitted to the Manager. Conflicting requests will be decided by seniority on a rotating basis. Special requests, meaning those that require more than 3 months advanced planning or requests upon short notice, should be discussed with the Manager as needed. The Managers will use their discretion in considering these requests. Vacation requests shall be approved or denied in writing within fourteen (14) calendar days. and special

C. Porter Medical Group. Scheduled vacation requests for bargaining unit employees in the Practices ~~are limited by the number of providers who will be working.~~ CTO requests will be submitted the first week of the quarter for time off during the following quarter. For example during the first week of April, time off requests for July, August and September

Article 204 - Vacation Scheduling

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would be submitted to the Practice Manager. Conflicting requests will be decided by seniority on a rotating basis. Special requests, meaning those that require more than 3 months advanced planning or requests upon short notice, should be discussed with the Practice Manager as needed. The Practice Managers will use their discretion in considering these requests. Vacation requests shall be approved or denied in writing within fourteen (14) calendar days.

and special

D. The following shall be applicable to all locations:

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

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

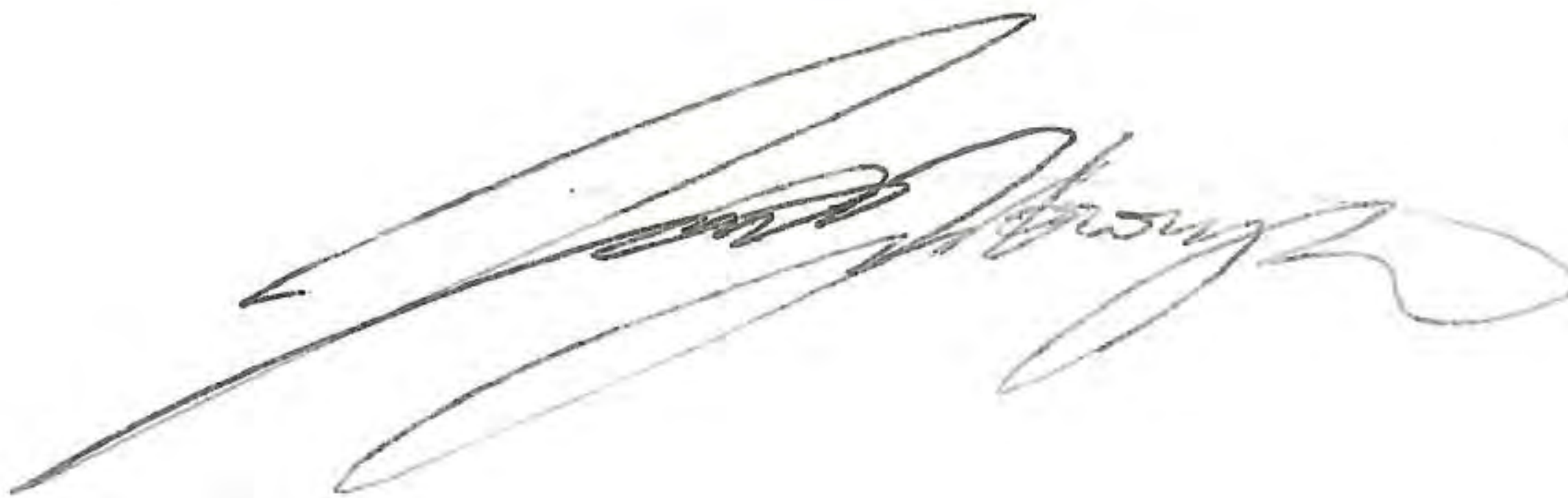
Coverage:

(i) PMC is responsible for covering approved vacation time.

(ii) Employees shall not be scheduled or required to perform any weekend duty either on the weekend immediately preceding or following any scheduled vacation week (but not both), nor any weekend that falls within the scheduled vacation period.

(iii) Employees must have be projected to have adequate CTO to cover scheduled vacations at the time the final schedule incorporating that CTO time will be posted, and they must actually have adequate CTO at the time the final schedule is posted. If the use of CTO to cover involuntary staffing adjustments or an unforeseen circumstance, as reasonably determined by the employer, results in insufficient CTO accrual for scheduled vacation, the employee may take unpaid time after the CTO has been exhausted for the duration of the scheduled vacation.

25875660.1



8.11.26

Julie Lombardi
Interim CNO

8/11/26.

TA

~~415 Questions~~

AF JF

Article 205 - On Call (not after Staffing Adjustments)

An employee working in Surgical Services (other than ASU/PACU) shall arrive within 20 minutes after being called in, unless a later time is specified. An employee working in OB or ASU/PACU shall arrive within 30 minutes after being called in, unless a later time is specified. Employees in all other areas shall arrive within 60 minutes after being called in; On-call employees shall receive call pay as set forth in Article 303.

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

PMC shall determine if an on call program is required or not. Call, including weekend and holiday call, shall be assigned on a rotational basis, in a fair and equitable manner.

If an employee comes in to work while on call more than four hours before the beginning of the employee's regularly scheduled shift, 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 have the option to use CTO, or ~~Low Census (unpaid time on which earned time and benefits accrues. not be charged CTO for the scheduled hours missed.~~

Surgical on call shall be for urgent and emergency cases, based on treating physician's medical determination. Surgical services employees shall be on call for their assigned unit only, unless the employee volunteers.

A non-surgical services employee shall be on call for their assigned unit, or to a unit to which they may be floated, unless the employee volunteers.

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

Employees who are scheduled to be on call for a holiday shall not be required to use CTO. Employees have the option to use ~~Voluntary Low Census (unpaid time on which earned time and benefits accrues~~ or to be scheduled for another day that week if the employee's FTE and manager or designee leader allows for this scheduling.

For employees who are not working immediately prior to their call shift, ~~c~~Call shall begin ~~1530~~ minutes prior to the close of the latest scheduled shift. ~~For Surgical Services, call shall begin 45 minutes prior to the close of the latest scheduled shift.~~ For employees who

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JF

are working immediately prior to their call shift, call shall begin when the employee's regularly scheduled work shift ends. ~~For Surgical Services, call shall begin 15 minutes before the end of the employee's scheduled shift, but no earlier than 4:45, unless otherwise agreed.~~

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

Employees shall not be scheduled to be on call on a day off unless the employee volunteers to do so. Employees who request CTO on a day they are already scheduled for call will find their own replacement, except for approved summer vacations.

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.

MOA: PMC agrees that the 23 nurses identified during bargaining shall arrive within 40 minutes after being called in, unless a later time is specified, so long as they work continuously in the ASU/PACU. This MOA expires upon expiration of the ~~2026-2029~~2023-2026 CBA.

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Finn Y.
PFNHP
9/15/26


Julie Frank
Intensivist
CMTD
9/15/26.

TA
9/29/26

Article 207 - Floating

Bargaining unit employees who float shall be required to take on patient assignments only if they have been fully oriented or cross-trained to the unit. If they are not fully oriented or cross-trained, they may still be required to work within their documented unit competencies. ~~participate as "helping hands." For purposes of this Article, "fully oriented" means that the employee would be working within their documented competencies.~~

Hospital. Bargaining unit employees in the ~~OR will not be required to float, except to ASU and PACU. Bargaining unit employees in the Hospital (other than those in the OR)~~ will not be required to float to:

~~-OR~~

- Helen Porter

- Practices

But, bargaining unit employees in OB who float to another unit will not be assigned to work with a patient who has a fever or an infection.

Helen Porter. Bargaining unit employees in Helen Porter will not be required to float to:

- Hospital

- Practices

Practices (including Express Care). Bargaining unit employees in the Practices will not be required to float to:

- Hospital

- Helen Porter

In case of emergency or unforeseeable 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 nurses 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 nurses, then seek volunteers, then require nurses in inverse order of unit seniority on a rotational basis (unless otherwise required for patient care needs). A running list of nurses and rotation dates shall remain accessible to bargaining unit employees.

A floated nurse will return to their unit or practice when it is determined that the patient care need is greater in that unit. 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. In addition, a new graduate nurse may not be floated until residency is complete for six months.

NOTE: Change Article 303 Differentials, Section (11) as follows:

11. a. Hospital Float Differential. PMC shall pay a nurse who floats to another nursing position in another hospital unit and takes on a patient assignment a \$5 per hour differential for all hours worked while floating, if they work at least four consecutive hours on the other unit, except that the minimum time will be only one hour for floating to a 1:1 constant observation. For purposes of this Article, Surgical Services is considered one unit.

NOTE: These two proposals are offered as a package. Acceptance of one is conditioned upon acceptance of the other.

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Julie Frombee
Interim CNO
9/29/24

9/29/26

PFNHP
FINN YARBOROUGH

T.A.

Article 208 - Staffing Adjustments

A. PMC will make staffing adjustments based on patient census, acuity and scheduling changes. If fewer staff are required, PMC shall utilize the following procedures. The manager, or designee, will prioritize by tier, and has discretion to select the most appropriate order of options within Tiers 1, 2 and 3. All options within a tier must be exhausted before moving to the next tier:

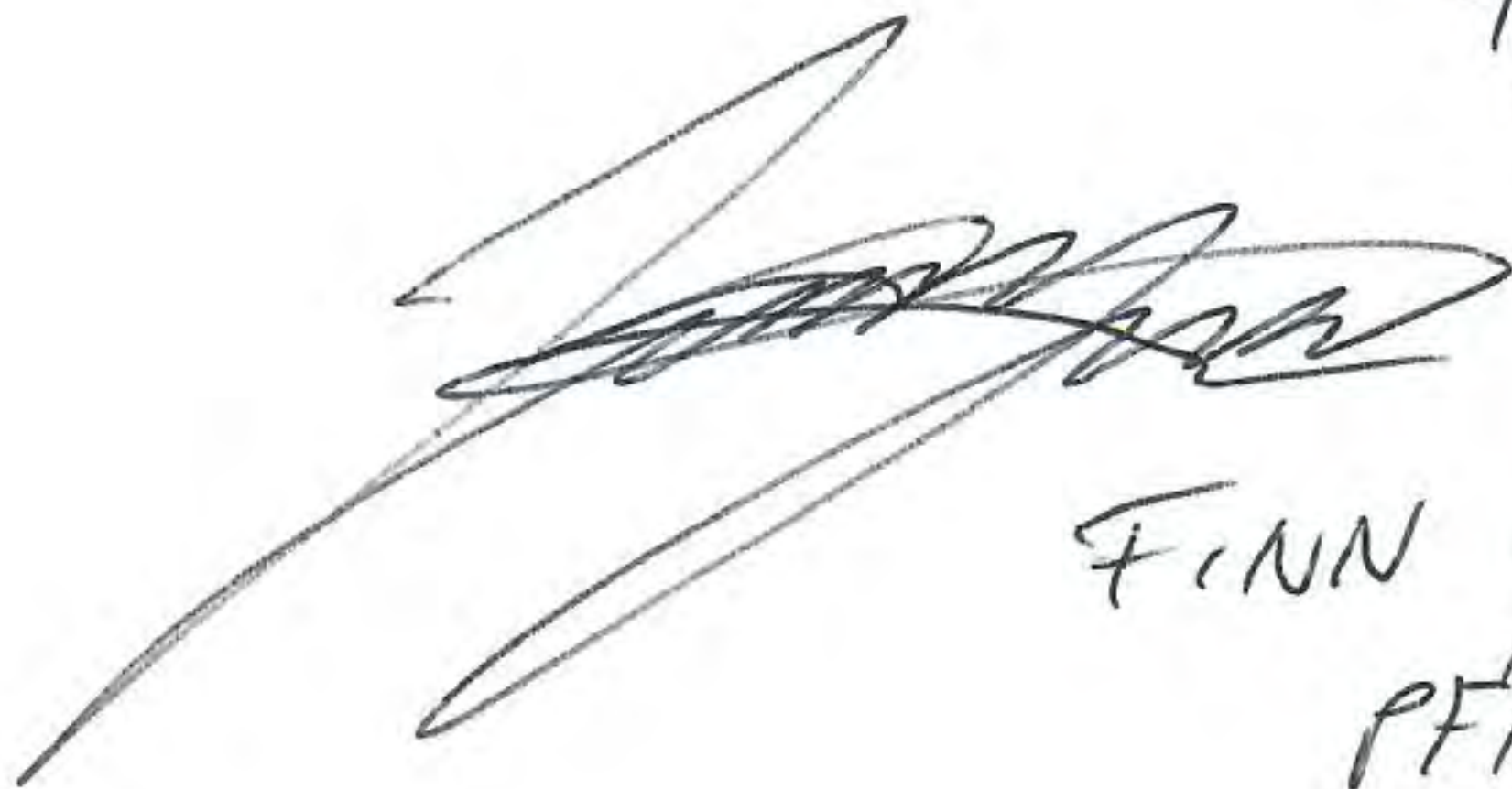
1. Tier 1 – Meeting Clinical Need and Premium Cost Reduction
 - a. Require floating Travelers
 - b. Ask for voluntary floats
 - c. Require floating staff. This shall be done on a rotating basis beginning with the lowest unit seniority. The rotation list shall be maintained by management (or designee) and be accessible to all nurses. The rotation list does not restart with each new month.
 - d. Reduce employees working an urgent shift.
 - e. Reduce employees working overtime hours.
2. Tier 2 – Voluntary Reduction
 - a. 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 nurses. The rotation list does not restart with each new month.
3. Tier 3 – Assignment Adjustment
 - a. Completion of mandatory training and other educational requirements.
 - b. Ask for volunteers to stop working the current scheduled shift and work another shift where there is a staffing need during the pay period.
 - c. Ask for volunteers to participate in cross-training and/or competencies in other unit(s).
4. Tier 4 – Staff Reductions. Any reduced employee may be placed on call. Selections in this tier will be done in the stated order.
 - a. Reduce staff working extra shifts.
 - b. Reduce per diems. No per diem bargaining unit employee will be reduced involuntarily more than 24 hours per calendar 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.
 - c. Reduce remaining staff by Unit Seniority on a rotating basis. No bargaining unit employee will be reduced involuntarily more than 12 hours per calendar 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 nurses. The rotation list does not restart with each new month.

B. An employee may elect to use CTO or may elect to take time off without pay by using Low Census (unpaid time on which earned time and benefits accrues).

- C. Any reduced employee may be placed on call. The employee shall receive the appropriate on-call stipend for all hours spent on call. If the employee is called into work while on call, the employee shall receive call pay as set forth in Article 303. ~~will also be compensated for all hours worked at their regular compensation rate in addition to the call stipend,~~ including appropriate shift differentials even if the minimum number of hours to receive such differential has not been worked. Employee shall arrive as soon as possible or within their required arrival time.

Before an on call employee is floated, urgent pay must be offered to employees in the home unit. [[agreeing not to delete this from the current language]]

9/29/26



FINN YARBROUGH
PFNHP

Julie Finkbeiner
Interim CTO
9/29/26.

JA

Article 209 - Staff Meetings

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

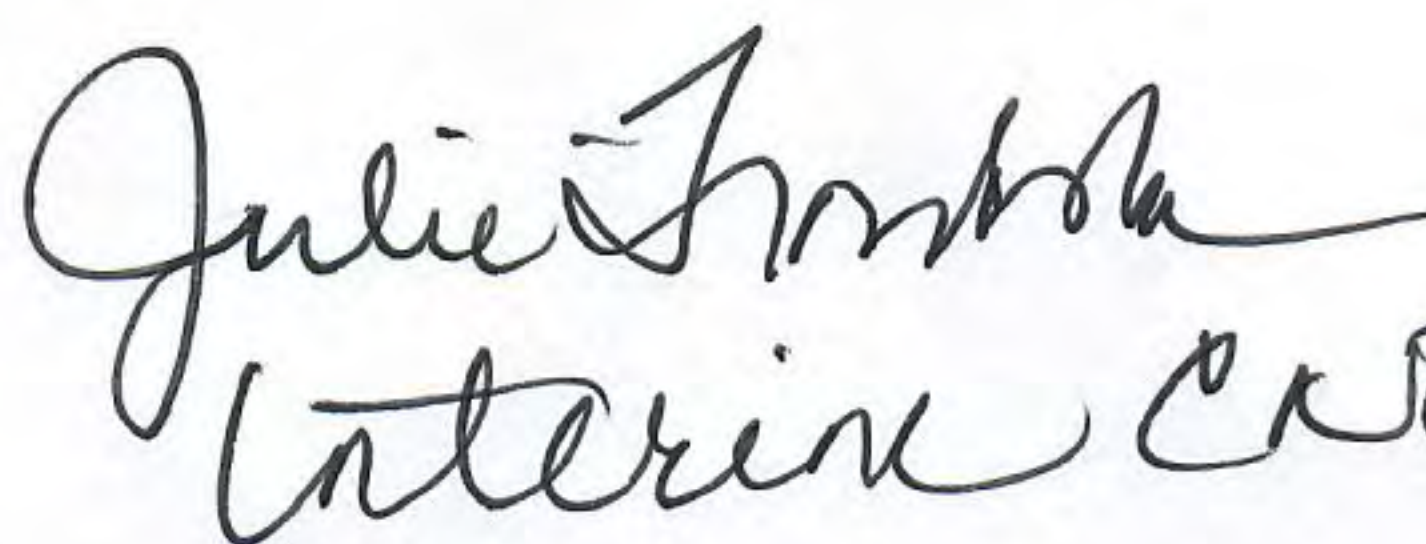
Bargaining unit employees who are not working during a scheduled staff meeting are strongly encouraged, but not required, to attend. If they do attend, they will be paid for work time while attending the meeting.

PMC will hold staff meetings for each unit or worksite so as to accommodate all shifts. Minutes of staff meetings shall be taken and distributed within 3 business days after the meeting. Employees who do not attend the meeting are responsible for reviewing the meeting minutes, and will confirm that they have done so in writing.

Bargaining unit employees shall attend at least 75% of the scheduled staff meetings per year, either in person or remotely.

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 Mary Schmitt 8/18/26

 Julie Tronka 8/18/26
Interim CNO

T.A.

Article 301 - Wages

A. Wage Increases.

~~FY27FY24~~ – Increase. Effective the first payroll period in January ~~2027~~2024, all eligible bargaining unit employees shall receive a ~~three and a quarter~~ten percent increase in pay by moving the range ~~one and a quarter~~eight 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.~~

In addition, PMC shall eliminate Step 0 and add Step 23. PMC agrees to pay a lump sum bonus to all employees currently at Step 0 equal to 2% of their total FTE multiplied by their new hourly rate.

~~Exempt employees shall receive a 10% increase in their base pay. Effective the first payroll period in January 2024, practice RNs will receive the same hourly wage as hospital and nursing home RNs.~~

~~FY28FY25~~ – Increase. Effective the first payroll period in ~~October 2027~~January 2025, all eligible bargaining unit employees shall receive a ~~three and a quarter~~five and one half percent increase in pay by moving the range ~~one and a quarter~~three and one half percent, and a two percent increase in pay by moving up one step. Bargaining unit employees who have reached the maximum step will not get a step increase, but they will get a lump sum bonus equal to two percent of the employee's total compensation for the prior calendar year, payable in the first payroll period in February.

~~Exempt employees shall receive a 5.5% increase in their base salary.~~

~~FY29FY26~~ – Increase. Effective the first payroll period in ~~October 2028~~January 2026, all eligible bargaining unit employees shall receive a ~~three and a half~~four and one half percent increase in pay by moving the range ~~one and a half~~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.

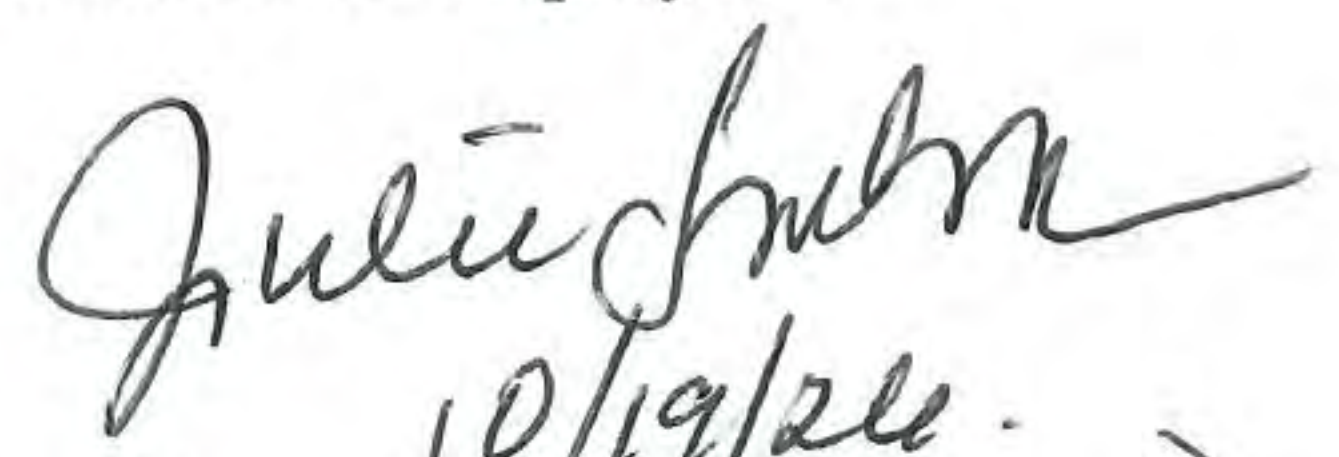
~~Exempt employees shall receive a 4.5% increase in their base pay.~~

B. Job Change. If a bargaining unit employee moves to a different RN classification, the bargaining unit employee will be paid at the same step in the new classification.

C. External Hiring Guidelines. New bargaining unit employees will be placed on the step equal to their years of RN experience. The appropriate step is based on full years of service as an RN (e.g., Step 1 is less than 1.5 years of experience, Step 2 is 1.5 to 2.5 years of experience, etc.). Going forward, the employer may, but is not required to give 50% credit for LPN experience, up to a maximum of 3 additional steps. The hiring manager may adjust the step based on the needs of the organization by no more than 2 steps up from the new employee's years of RN experience.

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VP-RN


10/19/26
Interim CNO

T.A.

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 ~~\$6.50~~~~\$5.00~~ per hour
- Helen Porter ~~\$6.50~~~~\$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 ~~\$3.50~~~~\$2.00~~ per hour
- Helen Porter ~~\$3.50~~~~\$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 ~~\$10.00~~~~\$5.00~~ per hour for 20 and 30 minute call, and ~~\$5~~~~\$2~~ per hour for all other call. An hourly employee who is designated as on call shall receive the on call stipend for all hours spent on call. If an employee is called in to work while on call, the employee will also be compensated for all hours worked, for a minimum of two hours, at a compensation rate that is 1.5 times their appropriate rate of pay, including appropriate shift differentials even if the minimum number of hours to receive such differential has not been worked. On call pay will end at the beginning of a regularly scheduled shift, but this sentence shall not apply to on call for staffing adjustments.

5. PMG Float. PMC shall pay bargaining unit employees in the PMG float pool an extra \$5.00 per hour.

6. Ambulance Transport. PMC shall pay bargaining unit employees a lump sum of ~~\$100~~~~\$45~~ per transport when PMC determines that an RN is required to accompany a patient, which is in addition to any compensation for hours worked. If an RN is called in to cover for the nurse who is accompanying the transport or if the RN is called in to do the transport, the RN will be paid 1.5 times their base rate plus applicable differentials.

7. Practices Lead Nurse. PMC shall pay a \$5 per hour differential for all hours worked as a lead nurse at one of the practices.

8. Helen Porter Charge. PMC shall pay a \$3 per hour differential for all hours worked as a charge nurse at Helen Porter.

9. Hospital Charge. PMC shall pay a \$3 per hour differential for all hours worked as a charge nurse in the hospital.

10. Preceptor Differential. PMC shall pay a nurse assigned by PMC to mentor new nursing department nurses or Capstone Students (but not including students whose instructors are present at the facility) \$2.50 per hour for each hour worked while performing this role. PMC will select preceptors based on its determination of clinical skills, communication skills and teaching skills. Nurses may be required to attend an approved preceptor class in order to qualify for preceptor pay.

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

12. Practices Float Differential. PMC shall pay a nurse who is not in the float pool and who floats to a nursing position in a different home clinic, location or specialty and takes on a patient assignment a \$5 per hour differential for all hours worked while floating, in accordance with the following requirements:

a. Primary Care clinics – if they float to a different clinic location

b. Specialty clinics – if they float to a different home specialty or primary care clinic

c. Pond Lane - if they float to a location other than Pond Lane

1.

(pediatrics + orthopedics)
ortho/pediatrics

10/26

2. Per Diems. PMC shall pay \$2 per hour for all hours worked as a per diem employee.

3. Scheduling Incentive Pay (SIP).

1. At the discretion of the cost center's Director, or authorized representative, Scheduling Incentive Pay (SIP) can be offered for open shifts at the time of the posting of the schedule or thereafter in any department in an equitable way.

2. SIP will be paid at one and a half (1.5) times the employee's base rate if the time is not otherwise eligible for overtime.

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

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per article 207

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achieve committed hours.

4. If an unscheduled absence (including leaving a shift early) occurs in the same pay period as SIP, the incentive will be voided. However, SIP will not be denied in any pay period for a single absence which does not exceed four hours. Management call-offs initiated by the Employer do not affect eligibility for SIP.
5. A per diem bargaining unit employee must have worked or be scheduled and subsequently work for at least twelve (12) non-SIP hours in a pay period to be eligible for SIP. All non-SIP hours worked in any Employer position are counted for purposes of this Section.
6. If an entire shift is identified as SIP, then the entire shift will be paid as SIP if the requirements above are met.
7. SIP cannot be used to cover vacations after the posting of the initial schedule.
8. SIP shifts will be on a first come-first serve basis

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3.4. Urgent Pay.

- A. Full-time, part-time and per diem bargaining unit employees will be paid urgent pay if management determines the need for additional bargaining unit employees (beyond scheduled employees and on-call employees); within twenty four (24) hours from the start of the shift to cover for a call-out within twenty four (24) hours from the start of the shift, or if there is an increase in census, or acuity, or workload and, or management decides to increase the number of openings on a shift. In this case, uUrgent 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. Per diems must have worked or be scheduled and subsequently work at least 12 non-urgent hours in a pay period to be eligible for urgent pay.
- ~~B.C.~~ 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. Management call-offs initiated by the Employer do not affect eligibility for Urgent Pay.
- ~~C.D.~~ 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.E.~~ Urgent pay shall be awarded in the following priority.

E.F. 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.

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F.G. If no one volunteers, bargaining unit members from the unit needing coverage shall be contacted via mass text, then those who opt out of text messages shall be called by unit seniority. The first person to reply shall be offered the urgent shift.

G. shall be offered on a first come first served basis to bargaining unit members in the following order. When the need is identified, the manager (or designee) shall award the shift based on the following priority:

1. Available bargaining unit volunteers from within the home unit who are currently working on the unit will be asked to work, by bargaining unit seniority.

2. If no one volunteers, bargaining unit members from the unit needing coverage shall be contacted via mass text, then those who opt out of text messages shall be called by unit seniority. The first person to reply shall be offered the urgent shift.

3. If no employee from the unit needing coverage accepts the urgent pay shift within 30 minutes of the mass text, bargaining unit members who are cross-trained to the unit needing coverage shall be contacted by mass text. The first person to reply shall be offered the urgent pay shift.

4.H. 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.

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4.5. Sign-On Bonus. PMC may offer a sign-on bonus to newly hired nurses as it determines appropriate on a case by case basis, and repayment of such bonus may be subject to such terms and conditions as PMC determines appropriate in the circumstances. PMC shall provide the Union with a copy of the terms of any sign-on bonus provided to new bargaining unit employees on a quarterly basis. This section expires upon expiration of the 2023-2026 CBA.

15. Side Letter: The parties agree to meet and negotiate a new pay rate or differential for the Hospital or Helen Porter Charge depending on the outcome of NPC deliberations, prior to implementation of the changes to the role.

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Interim CNO

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PFNTH-RN
10/26/26

T.A.

Article 304 – Benefits

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

- Health Insurance. PMC shall pay 75% of the premiums for employees working 30 hours per week. In calendar year 2023, PMC agrees to offer health insurance benefits to employees working 20 – 29 hours per week, paying 60% of the premiums.

<u>Employment Status</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
<u>Full-Time (72-80 hours)</u>	<u>80%</u>	<u>20%</u>
<u>Part-Time (60-71 hours)*</u>	<u>70%</u>	<u>30%</u>
<u>Part-Time (40-59 hours)</u>	<u>60%</u>	<u>40%</u>

- 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.

<u>Employment Status</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
<u>Full-Time (72-80 hours)</u>	<u>75%</u>	<u>25%</u>
<u>Part-Time (60-71 hours)*</u>	<u>65%</u>	<u>35%</u>
<u>Part-Time (40-59 hours)</u>	<u>25%</u>	<u>75%</u>

- * The health and dental insurance rates listed for part-time (60-71 hours) employees will take effect on January 1, 2030. Through calendar years 2027, 2028, and 2029, these part-time employees will be subject to the same contribution rates as full-time employees.
- Vision Plan
- Life Insurance
- Short-Term and Long-Term Disability Insurance
- Retirement Plan. PMC agrees to adopt retirement benefits equivalent to UVMMC, phased in over a three-year period. PMC agrees to make positive changes to the employer match and the employer contribution each year. PMC agrees to make the final changes effective on January 1, 2029. These provisions are contingent upon approval from the Retirement and Administration Committee and the Board.



PFNMP
VP-RN

10/19/26

Julie Finkbein
10/19/26
Interim CNO.

PMC Proposal, ~~09.01.2026~~ [10.19.2026, 9pm](#)

- Flexible Spending Account

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T.A.
9/29/24.

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.~~

3.2. 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.

4.3. Accrual of CTO. New hire hourly employees will begin employment at PMC with zero hours in their CTO banks. Employees will accrue as the rates shown in the table at the end of this Article. ~~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. Employees may accrue no more than one-and-a-half times (1.5x) their maximum annual accrual. 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 UVMH system, they may carryover eighty (80) unused CTO hours from their previous position. Bargaining unit employees hired

after 10/1/2021 will accrue CTO at a level that includes their consecutive time worked within UVMH.

~~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.~~

~~6.4. Unpaid Time Off. Employees are required to use all available CTO during periods of absence unless on an approved leave protected by law. Paid time off from the applicable time off banks when absent from work unless they are on a approved FMLA/VPFLA leave.~~

~~5. Unless a bargaining unit employee is transferring to a new position within UVMH, 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 UVMH 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.~~

~~7.6. Effective calendar year 2027, employees shall no longer accrue Extended Illness Reserve (EIR) hours, and employees hired on or after January 1, 2027 shall not be eligible to receive or accrue EIR. Employees who have an existing EIR balance at conclusion of calendar year 2026 may continue to use their accrued EIR hours pursuant to applicable PMC policy.~~

CTO Accrual Table, until 12/31/2026

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

Effective January 1, 2027

<u>Years of Continuous Service (Completed)</u>	<u>CTO Accrual per Hour Worked</u>	<u>Approximate Annual CTO Accrual for 1.0 FTE (Hours)</u>	<u>Maximum Accrual</u>
<u>0-5 years</u>	<u>.099726</u>	<u>208</u>	<u>312</u>
<u>5-10 years</u>	<u>.118904</u>	<u>248</u>	<u>372</u>
<u>10+ years</u>	<u>.138084</u>	<u>288</u>	<u>432</u>

25932295.1

Julie Smith
Interim CTO
9/29/26

[Signature]

PFNH
FINN YARBROUGH

9/29/26

T-A.

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 – <u>7:15 am 12/26</u> ~~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 2027 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.

PMC shall schedule holidays on a rotational basis and shall be based on what holidays the employee worked and/or did not work the prior year. The bargaining unit members may work

collaboratively with the Manager to determine a Holiday schedule that covers shifts and accommodates the requests of the bargaining unit employees.

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

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

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

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

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

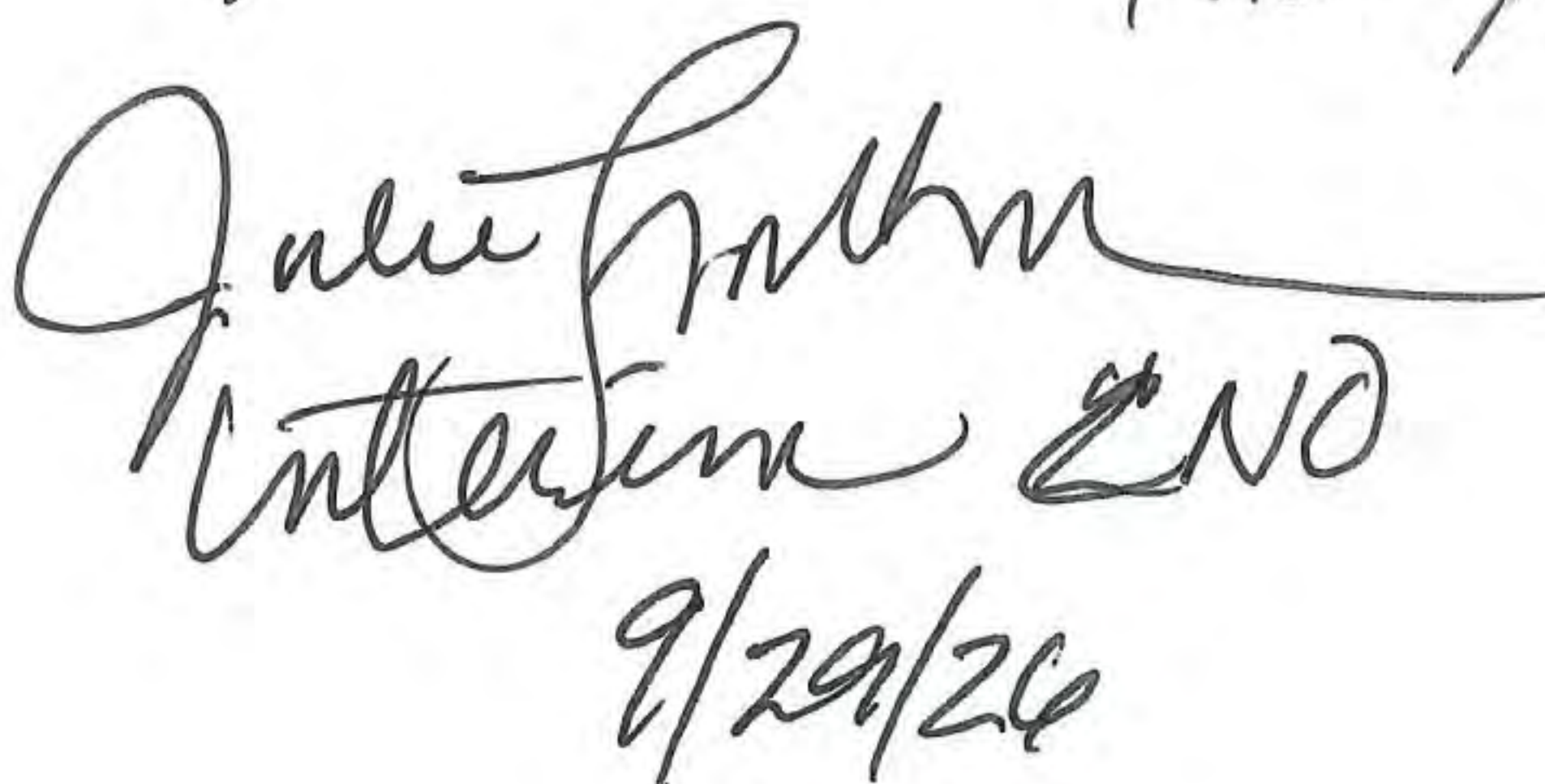
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9/21/26



PFNHP

FINN YARBROUGH


Julie Graham
Interim ENO
9/29/26

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 or pregnancy loss at any stage. Bereavement leave is not charged to CTO and will not exceed 3 ~~3-6~~ scheduled shifts. These 3 ~~3-6~~ 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, someone who acted 'in loco parentis', 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.

2. Family and Medical Leave. PMC will provide family and medical leave in compliance with state and federal law.

PMC will also provide up to four (4) weeks of paid family leave on the same terms and conditions applicable to all other PMC employees. Additionally, birthing mothers will be eligible for maternity leave through PMC's short-term disability insurance on the same terms and conditions applicable to all other PMC employees. If an employee is eligible for both FMLA leave and paid family and/or maternity leave at the same time then the additional leave will run concurrently with FMLA leave.

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

Article 307 - Leaves of Absence

pp 43-45

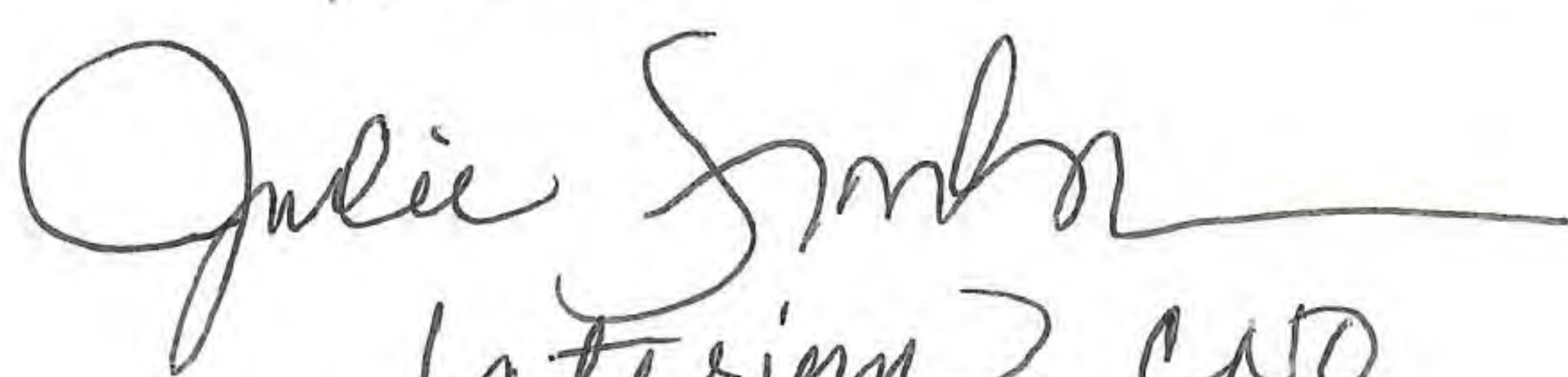
~~Union Proposal 7/21/26~~ PMC Proposal 9.29.26

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 his or her position upon return from a personal leave of up to 3 months. An additional 4 weeks of paid benefits shall be made available to employees taking personal leave immediately following parental leave.

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

~~8. Parental Leave. PMC will provide 6 4 consecutive weeks of paid parental leave following the birth or adoption of a child to all employees working greater than 20 hours per week. The amount of the benefit will be base rate determined by regularly scheduled hours of work. Parental leave benefits must be used during the first 12 weeks following birth or adoption, but may be deferred in cases of newborn hospitalization immediately following delivery. Parental leave runs concurrently with FMLA, if employee is eligible.~~


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PFNHP
9/29/26

Julie Smith
Interim CNO
9/29/26

T.A.

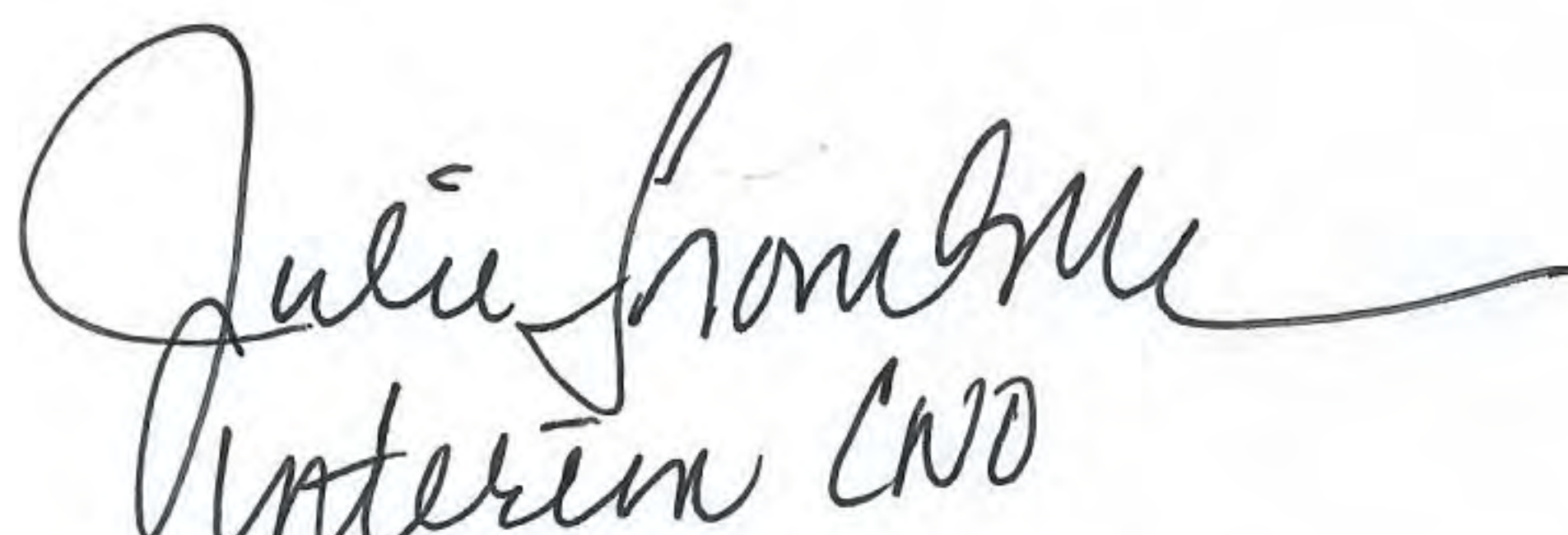
Article 310 – Clinical Advancement Program

MOU: The parties agree to ~~meet and consider replacing~~ replace the Clinical Advancement Program with a Career Ladder Program ~~in a way that is cost neutral~~ to be available for member application by June 30th of 2027. The parties will negotiate the specific qualification criteria for two additional levels. Until a new career ladder is implemented, the current system shall continue to apply.

PMC agrees that the new Career Ladder will include two additional levels and that each level will provide a wage scale that is 5% greater than the prior level.


PFNHP
VP-RN
10/26/26

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Julie Fromme
Interim CNO
10/6/26.

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~~~~less~~ fewer than 60 hours per two-week pay period.
3. Per diem is defined as bargaining unit employees who work on an as-need basis. To maintain a proper level of skill and ability, 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 and September, and one holiday between October and February. Per diem employees may volunteer to work holiday shifts in addition to the committed two per calendar year, but may not be involuntarily assigned in place of an 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 calendar year.

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 calendar year.

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

Article 403 - Employment Status

pp 52-53

~~Union Proposal 7/21/26~~ PMC Proposal 08.11.2026 08.18.2026

For all locations these requirements may, with mutual consent, be fulfilled by working as a per diem in the same job title within a single department or across multiple shared departments within PMCthe network.

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.

If a per diem employee picks up a call shift and is not called in, 50% of the offered time shall be credited toward their annual minimum hours commitment, not to exceed more than 50% of the annual required hours.

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

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

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

PMC agrees that each cost center with at least ~~5~~ ~~5~~ ~~four (4)~~ bargaining unit FTEs shall have a minimum of one per diem position for every ~~5~~ ~~5~~ ~~four (4)~~ FTEs. For HPHRC, the Memory Care, Acute Care, and Long Term Care cost centers shall count as one. For PMG, all cost centers shall count as one.

25894155.1

CCalotti RN 8/18/26

Julie Lombardi 8/18/26
Interim CNO

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 CTO banks (or EIR banks, if available) or be granted a leave of absence. If employees ever have a security concern, they should contact their manager, nursing supervisor, or the security officer on duty.

PMC shall maintain an updated policy establishing zero tolerance for workplace violence. The policy shall include, but will not be limited to, processes for responding to, reporting, and documenting violent or threatening situations.

For bargaining unit employees who experience an physical assault while on duty, management and Employee Health will determine how to specifically address the employee's needs. The RN's physical, mental, and emotional health shall be considered. In such cases, critical incident debriefing will be initiated within 510 business days for affected bargaining unit employees.

Bargaining unit employees who experience an assaultworkplace violence while on duty may request time off from work to recover from physical or mental injuries caused by the assaultviolence. 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 CTO, (EIR, if applicable), or excused unpaid timeand the day after the occurrence.

When a nurse has been affected by workplace violence, PMC shall give full support to the nurse, including legal assistance.

The Union may appoint one memberup 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.

Bargaining unit employees shall not be subject to retaliation or adverse employment action for activating the emergency response system in good faith, reporting an ADO, participating in an investigation, or otherwise exercising rights under this Article.

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9/29/26
PFNHP
FINN YACBROUGH

Julie Frank
Interim CNO
9/29/24.

Article 410 - Health and Safety

pp 59-62

~~Union Proposal 7/21/26~~ PMC Proposal 9.29.2026

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~~ CTO banks (or EIR banks, if available) or be granted a leave of absence. If employees ever have a security concern, they should contact their manager, nursing supervisor, or the security officer on duty.

~~PMC shall maintain an updated policy establishing zero tolerance for workplace violence. The policy shall include, but will not be limited to, processes for responding to, reporting, and documenting violent or threatening situations.~~

For bargaining unit employees who experience an ~~physical~~ assault while on duty, management and Employee Health will determine how to specifically address the employee's needs. The RN's physical, mental, and emotional health shall be considered. In such cases, critical incident debriefing will be initiated within 540 business days for affected bargaining unit employees.

Bargaining unit employees who experience an assaultworkplace violence while on duty may request time off from work to recover from physical or mental injuries caused by the assaultviolence. 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 CTO, (EIR, if applicable), or excused unpaid timeand the day after the occurrence.

~~When a nurse has been affected by workplace violence, PMC shall give full support to the nurse, including legal assistance.~~

The Union may appoint one memberup 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.

Bargaining unit employees shall not be subject to retaliation or adverse employment action for activating the emergency response system in good faith, reporting an ADO, participating in an investigation, or otherwise exercising rights under this Article.

25877714.1

9/29/26

PFNHP

FINN YARBROUGH

Julie Frank
Interim CNO

9/29/24.

Article 412 – Corrective Action

The employer agrees to implement progressive discipline with respect to any disciplinary action. Normally the steps shall proceed from documented 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 as soon as practicable. PMC will conduct the investigation in a timely manner. Additionally, PMC will update the union steward as to the progress of the investigation.

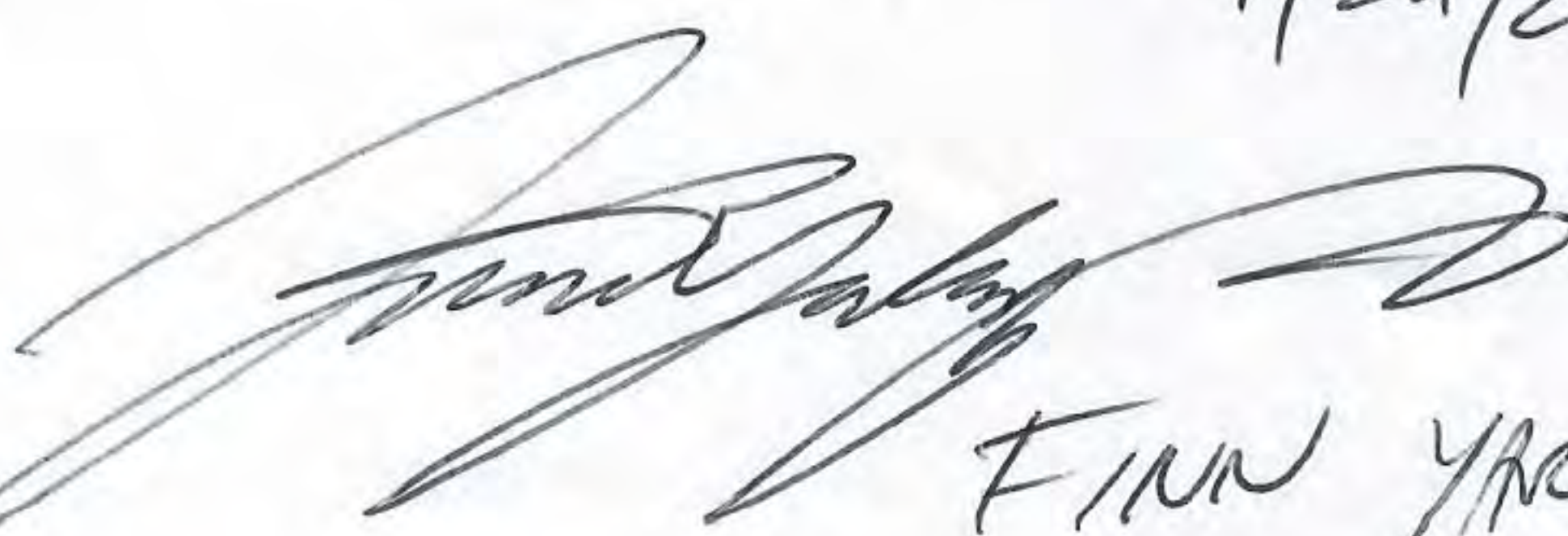
In the event an employee is suspended, discharged or terminated, the employee shall be given a written statement with a copy to the union setting forth the reason for said suspension or termination.

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.

25877717.2

9/29/26


FINN YARBROUGH
PFNHP


Julie Smith
9/29/26
Interim CNO.

Article 418 – Layoff or Furlough

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

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

PMC will give the Union 14 calendar days' notice prior to implementing a layoff or a furlough. In case of an unforeseen emergency or disaster circumstance, PMC will give the Union 7 calendar days' notice prior to implementing a layoff or a furlough. This notice shall specify the positions affected and whether it is a layoff or a furlough. PMC will also update the seniority list at such time. At the request of the Union, PMC shall ~~meet to negotiate over impacts~~ discuss the effects of the layoff/furlough on bargaining unit employees and discuss reasonable alternatives. The meeting will include at least one appropriate operational leader.

The procedure for layoffs or furloughs is as follows:

1. The use of Agency nurses in a cost center selected for layoff shall first be discontinued. In the event of a cost center selected for furlough, an agency nurse may remain working only if there are no qualified and willing bargaining unit employees to do the work (including any bargaining unit employees with recall rights).
2. PMC shall ask for volunteers.
3. Employees in their initial probationary period (does not apply to veteran bargaining unit employees who are orienting to a new unit, office or site).
4. If additional employees need to be laid off or furloughed, they will be selected in the reverse order of PMC seniority.

PMC 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

Article 418 - Layoff or Furlough

Union Proposal 9/29/26

Union Proposal 7/21/26

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 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.



FINN YARBROUGH

PFN HP

9/26/24



Interim
CND

9/29/24.

T.A. 9/29/26

The Porter Medical Center (PMC, or Employer) and the Porter Federation of Nurses and Health Professionals, AFT-Vermont, Local 5753, AFL-CIO (PFNHP, or Union) enter into the following Election Procedures Agreement. This Agreement will commence upon ratification of the collective-bargaining agreement between the parties, and it will expire on ~~9/30/2026~~ 9/30/2029.

1. Election Petition

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

2. Standard of Conduct

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

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

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

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

After execution of the Stipulated Election Agreement, the Employer agrees that it will not hold any captive audience meetings, defined as a meeting called by management with required employee attendance for a purpose of discussing issues relating to union organizing or the

Election Procedures Agreement

pp 68-71

Union Proposal 7/21/26

election. Nothing in this Agreement shall prevent supervisors, managers, or other employer representatives from responding in a manner consistent with the spirit and letter of this agreement to questions from employees.

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

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

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

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

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



9/29/26
PFNHP

T.A.

Per Diem Differential

F.Y. 10/19/26
October 2027

Effective the first full payroll period in ~~FY2028~~, PMC Agrees to amend Article 303, Differentials as follows:

Section 12 Per Diems. PMC shall pay per diem bargaining unit employees the following hourly differentials in addition to the differentials set forth in this Article, for all hours worked:

- Holiday Hours (see Article 306) \$5 per hour
- Night Hours (11pm to 7am) \$6 per hour
- Weekend Hours (Fri 11pm to Sun 11pm) \$6 per hour
- Evening Hours (3pm to 11pm) \$4.50 per hour
- Day Hours \$2.00 per hour

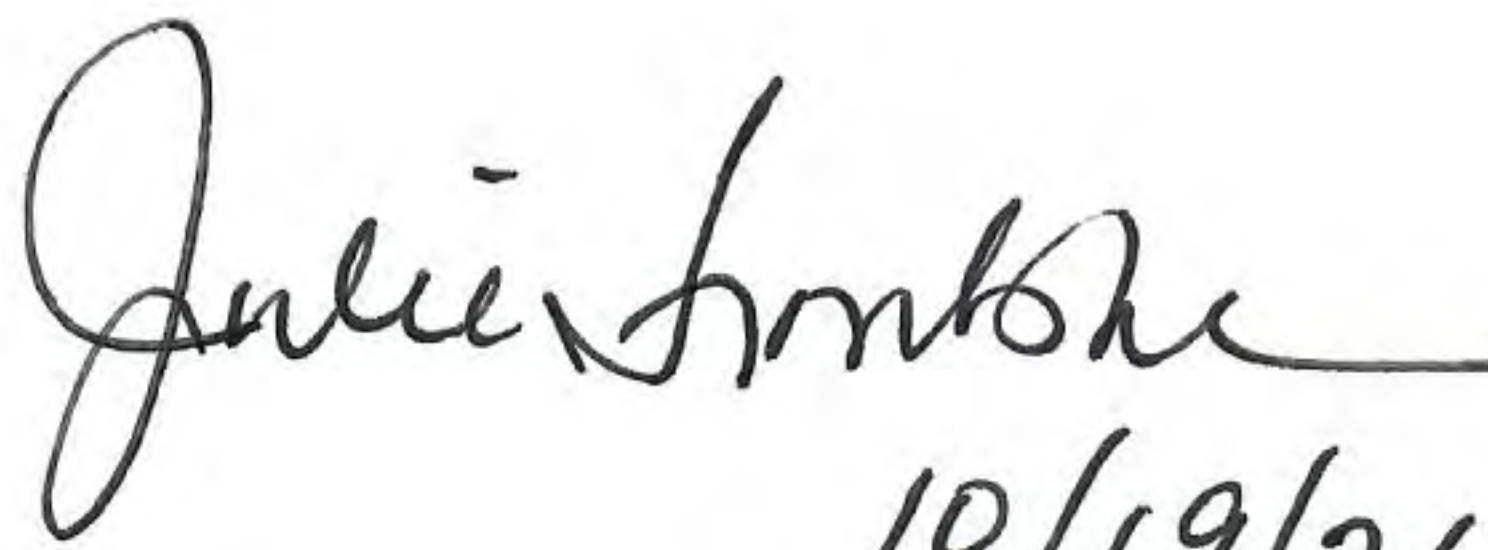
The Evening Hours differential applies only in areas where there are 24/7 operations.

The differentials in this section shall be combined when applicable for any single hour worked.

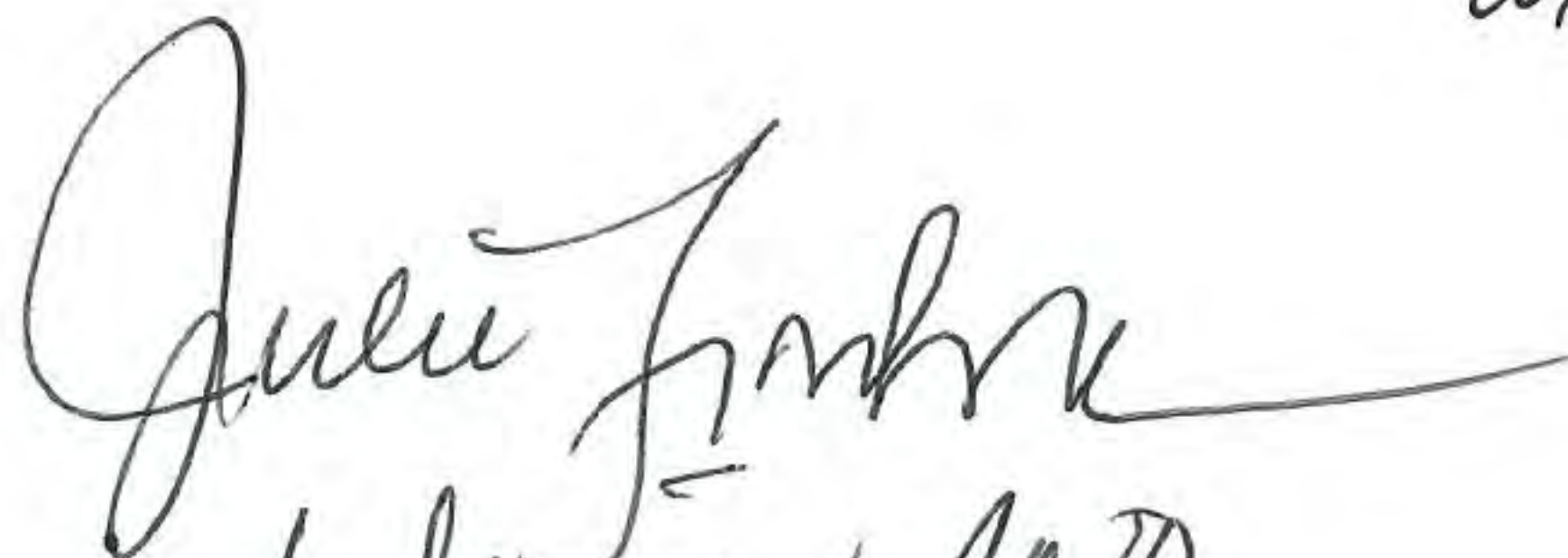
~~pay \$2 per hour for all hours worked as a per diem employee.~~

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10/19/26
PTN/11
VP-RN


10/19/26
Interim CNO.


 PF NHP
 V8-RN
 10/19/28


 Julie Farnsworth
 Interim CNO
 10/19/2020

T.A.

Side Letter – Supplemental Bonus 10/19/2026

PMC shall pay all full-time bargaining unit employees a one-time lump sum gross bonus of \$1,000. Part-time employees will get a pro-rated bonus. Per diems will get a gross bonus of \$300. Bonus payments will be made in the first full pay period that ~~is~~ 30 days after ratification.

begins
F.Y. 10/19/26 (95)

26038886.1



10/19/26
PFNHP
VP-RN



10/19/26
Interim CNO