

**UVM HEALTH – HOME HEALTH HOSPICE AND HOSPICE  
UNITED, AFT VERMONT, LOCAL 5160, AFL-CIO  
COLLECTIVE BARGAINING AGREEMENT**

**FEBRUARY 10, 2026 - MARCH 31, 2028**

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## Article 1 - Preamble

This Agreement is made and entered into as of (Ratification Date) by and between University of Vermont Health Home Health and Hospice (the "Employer") and Hospice United, AFT Vermont, Local 5160, AFL-CIO (the "Union"). The terms "bargaining unit employee," "employee," and "employees" used in this Agreement shall refer to the employees in the bargaining units set forth in this Agreement's Article, "Recognition."

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

## Article 2 - Recognition

- A. The Employer recognizes Hospice United, AFT Vermont as the sole and exclusive bargaining representative with respect to the terms and conditions of employment for all full-time, regular part-time and per diem employees of University of Vermont Health Home Health and Hospice except for managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act. The parties also agree that volunteers and temporary employees will not be included in the bargaining unit. Of the classifications established as of the date of this Agreement, the classifications included in the bargaining unit are those classifications listed in this article. When a new job classification for a substantially similar position is established, it will be included in the bargaining unit unless it describes an employee who is a guard or a managerial, confidential, or supervisory employee. At the request of either party, the parties will meet to bargain the appropriate wage rate for any new position included in this bargaining unit.

All full-time, regular part-time, and per diem employees employed exclusively in (1) HHH-Community Hospice, and (2) HHH-McClure Miller Respite House, in the following classifications:

Bereavement Coordinator	LNA I, II
Chaplain	LNA Mentor
Cook	LPN II
EOL Admin Support	Nurse I, II, III
Social Work II, III MSW	Kitchen Coordinator
Greeter	Nurse Practitioner
Triage Nurse	Team Assistant II
Weekend Coordinator	Volunteer Coordinator
Liaison	

### **Article 3 - Check-Off/Union Security**

- A. The Employer and the Union recognize the right of any employee to become and remain a member of the Union or to refrain from becoming and/or remaining a member of the Union, and neither party will interfere with any employee in the exercise of that right.
- B. Each employee shall, as a condition of employment, beginning on the thirtieth (30) calendar day following either the commencement of employment or the effective date of this agreement, whichever is later, either be a dues-paying member of the Union or pay a service fee to the Union. A bargaining unit employee who fails to maintain membership in good standing or pay service fees as required by this Article shall, within ten (10) business days, following receipt of a written notice from the Union requesting their discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered. If a bargaining unit employee's primary job location is in a jurisdiction where union security clauses are not permitted by law, the provisions of this Section will not apply to that employee. In the event the application of such provisions become permissible in such jurisdiction during the term of this Agreement, the union security provisions in this Section will become applicable to the bargaining unit employee as of that date.
- C. The Employer agrees to deduct Union Dues, Initiation Fees and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the Union account by wire transfer on a monthly basis, subject to the provisions of this Article.
- D. The Union shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for Union Dues, Initiation Fees and/or Agency Service Fees in writing to the Employer on an annual basis. The designations cannot be changed during the calendar year for which they apply.
- E. Upon receipt of a written authorization signed and dated by a bargaining unit employee on a form approved by the Employer, the Employer shall deduct, from the bargaining unit employee's pay, the appropriate Union Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to the Union during the period provided for in the authorization. The dues check-off authorization may be revoked by the bargaining unit employee at any time by submitting a written revocation to the Union and/or Employer. Said revocation shall be in effect on the date of receipt by the Union or Employer or the day after the revocation is mailed to the Union or Employer, whichever is sooner.
- F. Deductions shall be made based on the bargaining unit employee's pay cycle.
- G. The Employer shall not be required to make deductions with respect to any bargaining unit employee for a payroll period in which the bargaining unit employee:
  - 1. Is in an unpaid leave status for the pay period;

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

Regardless of the above, it is understood that all CTO payments are subject to Union dues deductions, including CTO cash outs, just as dues are normally taken from paid CTO. It is also understood that bargaining unit employees on partial disability will pay dues on all hours actually worked and on all other paid non-disability hours.

- H. This Article and any check-off authorization covered by this Agreement will become null and void upon expiration of this Agreement unless the Employer and the Union agree in writing to extend this provision.
- I. The Union will hold the Employer harmless and indemnify the Employer for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the Employer as a result of this Article.

#### **Article 4 - Union Access**

- A. The Union may reserve rooms at the Employer's facilities at Prim Road or IDX for union meetings as space is available, and such requests will not be unreasonably denied, provided that no one shall attend such meetings on work time. Bargaining unit employees may attend during their break time. In addition, the meetings are not open to non-bargaining unit employees, and such on-site meetings will not address the organizing of additional positions, the expansion of the current unit or strike issues.

Union representatives who are not HHH employees, who want access to any HHH area other than the reserved meeting room will get prior approval from the Labor Relations Manager, or their designee, which will not be unreasonably denied.

- B. The Employer and the Union will designate mutually agreeable sites where the Union can install one reasonably sized bulletin board (or other type of space) one at Prim Road and one at the MMRH. Such bulletin boards will be located in an employee break room area, or in a location to be mutually determined by the Union and the Employer. No notices or other materials posted at the Employer's premises may violate law, be personally derogatory, or demonstrably untrue. The Union will provide the Employer with copies of all posted materials prior to or at the same time as posting. The Employer reserves the right to remove any Union notices and materials to the extent permitted by applicable law or the terms of this Agreement.
- C. The Union shall have up to thirty (30) minutes to orient newly hired bargaining unit employees to the Union during orientation at a time designated by the Employer. Newly hired bargaining unit employees shall be paid for the time spent in orientation with a

Union Representative. The Union will provide the Employer with copies of all materials presented to bargaining unit employees during orientation.

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

120 hours in non bargaining years  
200 hours in bargaining years

The time must be coded as Union Time for payroll purposes and will not be used to calculate overtime rate. All requests for Union Time must be submitted by the Union to the representative designated by the Employer. Union Time is not considered work time for any purpose including calculation of overtime, night, or weekend incentive payments.

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

#### **Article 5 - Information**

1. The Employer shall electronically provide the Union at least quarterly a working Excel file with the following information on all bargaining unit employees and positions:
  - Employee ID
  - Legal Name (Last Name, First Name)
  - Chosen/Preferred Name
  - Company Seniority Date
  - Address 1
  - Address 2
  - City
  - State
  - Postal
  - Mobile Phone
  - Home Phone
  - Work Email
  - Home Email
  - Job Title
  - Department
  - Cost Center
  - Cost Center Date
  - Pay Status
  - Full Time/Part Time
  - Shift
  - Base Rate

- Step
  - Supervisor
  - Work Location
  - Location Address, Municipality, State and Zip Code
  - Union Code
  - FLSA Stat
2. The Employer shall electronically provide the Union three business days before a New Employee Orientation, an initial Excel file with the following information on all New Hires and employees transferring into the Bargaining Unit. In addition, on the day of New Employee Orientation, the Employer will provide an updated file intended to capture all Employee Work Email Addresses and other last minute additions.
- Employee ID
  - Legal Name (Last Name, First Name)
  - Chosen/Preferred Name
  - Department
  - Work Location
  - Union Code
  - Work email
  - Home email
  - Mobile phone
  - Home Phone
  - Home address
3. The Employer shall electronically provide the Union on a monthly basis, working Excel files with:
- a. Dues report(s):
- Employee ID
  - Name (Last Name, First Name)
  - Total Hours worked
  - Pay Period End
  - Deduction Code
  - Sum Current Deductions
  - Year to Date Dues Paid
  - Year to Date Income (by individual)
- b. Change Information:
- I. New Hires and employees transferring into the Bargaining Unit
- Employee ID
  - Legal Name (Last Name, First Name)
  - Chosen/Preferred Name
  - Company Seniority Date

- Address 1
- Address 2
- City
- State
- Postal
- Mobile Phone
- Home Phone
- Work Email
- Home Email
- Job Title
- Department
- Cost Center
- Cost Center Date
- Pay Status
- Full Time/Part Time
- Shift
- Base Rate
- Step
- Supervisor
- Work Location
- Location Address, Municipality, State and Zip Code
- Union Code
- FLSA Stat

II. Change to any of the following fields:

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

- Change of job title and corresponding change in exempt vs. non-exempt status if necessary
- III. Leaving the bargaining unit (i.e., took non-bargaining unit job)
- Old info
  - Effective Date
- IV. Terminations
- Effective Date
  - Employee ID #
  - Name (Last Name, First Name)
  - Job Title
  - Status in that job title
  - Department
  - Cost Center
  - Was this the primary job?
- V. Retired
- Employee ID #
  - Name (Last Name, First Name)
  - Effective Date
  - Department
  - Cost Center
  - Hourly Pay Rate
- VI. Leaves of Absence
- Employee ID #
  - Name (Last Name, First Name)
  - Type of Leave
  - Effective date of Leave
- VII. Short and Long Term Disability
- Employee ID #
  - Name (Last Name, First Name)
  - Type of Disability (short term- long term)
  - Type of Disability (intermittent – fully out of work)

### **Article 6 – Management Rights**

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

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

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

## **Article 7 – Non-Discrimination**

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

The Employer will provide training for all bargaining unit employees on responding to discriminatory acts or statements made by patients or other employees.

## **Article 8 – Employment Status**

### **A. Definitions**

1. Full-time: Bargaining unit employees with authorized hours between seventy-two (72) and eighty (80) hours per two-week pay period, or bargaining unit employees hired under an alternative scheduling plan for full time employees that may be agreed to by the parties.
2. Part-time: Bargaining unit employees with authorized hours less than seventy-two (72) hours per two-week pay period.
3. Per diem: Bargaining unit employees hired to work on an “as needed” basis in compliance with requirements outlined in any provisions in this Agreement on per diem employment.
4. Exempt: Bargaining unit employee who is paid on a salaried basis and is not eligible for overtime pay.
5. Non-Exempt: Bargaining unit employee who is paid on an hourly basis and is eligible for overtime pay.

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

## **Article 9 – Per Diem Employment**

A. **Request to go per diem.** Any committed hours employee, who requests to become a per diem in the cost center that they are currently employed in may do so and shall not be unreasonably denied, so long as there is a vacancy and the provisions of Article 13 are followed.

### **B. Minimum Scheduled Work Commitments.**

1. Minimum scheduled work requirements will be the equivalent of two (2) full shifts per month and two (2) holidays per year (one summer and one winter).
2. The following criteria shall apply to per diem work:
  - i. All hours worked (including hours worked in required education and training) by a per diem employee in that cost center shall count towards minimum requirements.
  - ii. A per diem employee will not be subject to corrective action for failure to satisfy any minimum requirements for lack of available shifts or because the employee had an excused absence or legally protected time away from work that impacted their ability to meet their minimum requirements.
  - iii. Prescheduled shifts that are canceled as a result of staffing adjustments will count toward any minimum requirements.
  - iv. Any minimum requirements will be prorated during the first fiscal year in a per diem position.
  - v. Minimum requirements may be waived on a case by case basis with management approval.

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

## **Article 10 – Probationary Period**

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

For Nurse Assistant Trainees who become LNAs, the probationary period will begin on the date the employee was hired as a Nurse Assistant Trainee.

## **Article 11 – Orientation/Training**

1. Each department and/or cost center will collaborate with their manager or supervisor to develop their department/cost center orientation/training plan, including provisions for

orienting contracted staff, new employees and experienced employees. Bargaining unit employees will be provided all necessary training on procedures, equipment, and any other requirement of an assignment. Bargaining unit employees agree to complete assigned training. Hours spent in training will be worked hours.

2. The department/cost center orientation/training plan for each bargaining unit employee will not be extended or shortened by the manager or supervisor without discussion with the employee in collaboration with the preceptor, the educator, or the employee providing training.
3. Bargaining unit employees undergoing their orientation/training plan shall not be given a full assignment, or expected to work independently (without preceptor, educator, and/or employee providing training) unless they have successfully completed the competencies of their orientation/training plan that are required by the assignment.
4. Cost centers that assign bargaining unit employees to train new bargaining unit employees or contracted staff may establish a related training program. In those cost centers with an established training program under this Section, bargaining unit employees agree they will attend the training at their manager's request. Hours spent in a training program established under this Section will be worked hours.
5. With the manager's approval, Per Diem employees who work on a seasonal basis will not be required to repeat orientation.
6. Training shall be done by qualified employees. Trainers shall be experienced staff, defined as staff with at least one year of experience at HHH. If there are no trainers with one year of experience, then staff who have been with HHH for six months, or onsite bargaining unit staff with demonstrated competency may act as a trainer, if the staff member agrees to act as a trainer. If no such trainer is available, training will be performed by management or the HHH education team or, for specialty training (ie. EPIC), contractors.
7. New hire onboarding will include an introduction to all interdisciplinary roles and time spent with the core hospice team: Nurse, LNA, Social Worker, Chaplain, Volunteer Coordinator, Bereavement, and MD/NP.

## **Article 12 – Seniority**

### **A. Definition**

1. Employer Seniority shall be defined as continuous employment at UVM Health Home Health and Hospice, and its predecessor organizations, from the date of hire.

<u>Article</u>		<u>Seniority Type Used</u>
13	Filling vacancies internally from the Bargaining Unit	Cost Center
13	Filling vacancies externally	Employer
16	Layoff	Employer, then Cost Center
13	Recall	Employer
19	Scheduling Time Off	Employer
30	CTO	UVMH FY27+

2. Cost Center Seniority shall be defined as continuous employment in a cost center in a non-management position added to Employer seniority. The Employer will maintain the Department and Employer seniority lists. The Union will have regular access to the lists.

3. Seniority shall mean Employer seniority unless otherwise specified below:

**B. Loss of Seniority**

1. A bargaining unit employee will lose Employer and Cost Center seniority when the employee is terminated voluntarily, involuntarily, or laid off.

2. An employee will lose Cost Center Seniority when the employee transfers from one cost center to another cost center or takes a non-bargaining unit position.

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

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

**Article 13 – Vacancy/Job Posting**

**A. Definition.**

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

### **B. Filling Vacancies Internally from Bargaining Unit.**

The purpose of this Section is to facilitate the opportunity for the Employer to fill vacancies, within a cost center in the employee's job classification. This Section may not be utilized to change individual work assignments within the same shift or schedule, unless expressly permitted by the cost center. Employees may be granted the opportunity to apply within their cost center for vacancies in their job classification if the employee requesting a change has submitted a Preference Card to their immediate supervisor by e-mail. Preferences may include:

- Increase number of hours
- Length of shift
- Shift starting time
- Preferred shift
- Preferred block
- Weekend scheduling
- Other preferences identified by a cost center to address its specific needs

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

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

Nothing in this Section would preclude a cost center from working together to create a schedule that works for all employees. If following this process does not fill the vacancy and if the manager chooses to fill the vacancy it may be submitted to Human Resources for posting to candidates outside the cost center.

### **C. Filling Vacancies Externally.**

In the event the Employer decides to fill a vacant position, a notice of such vacant position shall be posted. The Employer may begin considering applications or interviewing for a vacant posted position immediately, but positions shall be posted for a minimum of seven (7) consecutive days. An employee desiring to apply for a posted position in a different cost center may do so by filing an electronic application.

Selection for vacant positions will be based on the qualifications necessary to meet the position's requirements.

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

Where relevant skill, training, ability, prior performance and experience are equal, the employee with the greatest Employer Seniority shall be selected.

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

If an employee fills a vacancy in another position pursuant to this Section, the first 120 days in their new position shall be considered a trial period. At any point during the 120 day trial period, the employee may choose or the Employer may require that employee to return to their original position if a vacant position in the same job code is available. The requirement to work at least six (6) months in a position will not apply in cases where the employee chooses to return to their original position during their 120 day trial period.

#### **Article 14 – Job Security**

- A. Job Erosion. The Employer agrees not to utilize contracted staff, supervisors and/or other non-unionized employees to perform bargaining unit work in such a manner that results in layoffs or the permanent replacement or reduction of hours for current bargaining unit employees.
- B. Job Functions. The Employer and the Union recognize the value of the work done by bargaining unit employees. The parties also recognize the need for all employees to work collaboratively to deliver the highest quality, cost-effective patient care and service excellence. Bargaining unit employees will not be regularly required to do work outside their regular job functions. If required for the Employer's operational needs, bargaining unit employees agree to perform non-job functions on an as-needed but not regular basis.

#### **Article 15 – Work Preference**

Preference for available bargaining unit work shall be given to bargaining unit employees over temporary non-bargaining unit staff (i.e. traveler staff, or staff employed directly by the UVM Health system). Bargaining unit work shall not include preference for individual patient assignments or specific work assignments.

Temporary non-bargaining unit staff may be utilized for:

- A. covering any absence or call-out;
- B. covering a leave of absence;
- C. posted, unfilled vacancies;

- D. until a new staff member has completed unit orientation; or
- E. unanticipated staffing or patient demand fluctuations on a temporary basis.

Temporary non-bargaining unit staff may be renewed as long as one of the above criteria remains satisfied.

Contracted staff shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions.

Prior to utilizing a contracted staff for any of the above criteria, the Employer may offer the temporary assignment to any qualified employee pursuant to Article 23.

Subcontracting. Prior to contracting out services on a non-temporary basis in compliance with this Agreement, the Employer 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, the Employer 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. The Employer retains the right and sole discretion to make the final decision as to whether to go forward with the subcontracting but shall consider the Union's input in good faith.

## **Article 16 – Layoff/Furlough/Reduction in Hours**

### **A. Decision to Effect — Layoff, Furlough, or Reduced Hours.**

1. The Employer recognizes that layoffs, furloughs, or reduction in hours have a significant impact on employees. Accordingly, the Employer will exercise its right to layoff, furlough, or reduce bargaining unit employee hours only where there are no other reasonable alternatives, and the Employer may only furlough or reduce bargaining unit employee hours upon a State or federally declared emergency, in the event of other emergent circumstances that cease or significantly limit the Employer's normal business operations, or with the mutual agreement of the Union.
2. For purposes of this Article, a layoff is a full separation of employment or permanent reduction in hours. A furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their employment status, benefits and seniority, together with an actual or anticipated return to work date.
3. In cases where circumstances necessitate a layoff of bargaining unit employees, a furlough, or a reduction of hours, the Employer shall, except in unforeseen emergency or disaster circumstances, notify the Union in writing a minimum of fifteen (15) calendar days in advance and specify the positions so affected. At the request of the Union, the Employer shall meet to discuss the layoff, furlough, or the reduction, and explore alternatives.

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

**C. Procedure for Layoff/Furlough/Reduction in Hours.**

In the event of a layoff, furlough, or reduction in hours, employees will be impacted in the following order:

1. Traveler employees or temporary employees in a cost center selected for layoff shall first be discontinued. In the event of a cost center selected for furlough, a traveler employee may remain working only if there are no qualified and willing bargaining unit employees to do the work (including any bargaining unit employees with recall rights).

2. Relevant/applicable volunteers for layoff, furlough, or reduction in hours. If there are multiple volunteers, selection will be in Employer Seniority order (most senior to least senior), and considering skill and ability to meet the patient care needs of the unit. Volunteers shall be eligible for all vacant positions that they are qualified to perform according to the Article on Vacancy/Job Posting.

3. Employees in their initial probationary period.

4. Employees with a written warning within the previous one (1) year. If a bargaining unit employee laid off, furloughed, or with reduced hours under this provision has their written warning overturned in the grievance process, the layoff, furlough, or reduction in hours will be rescinded, unless the employee would have otherwise been subject to layoff, furlough, or reduction under this Article.

5. Bargaining unit employees in the reverse order of Employer Seniority.

Laid-off or furloughed bargaining unit employees may request to work in the department as a per diem and such requests will not be unreasonably denied.

**D. Furlough Specific.**

1. Furloughed employees may use accrued CTO during their furlough, but shall not be required to use any CTO. CTO may also be used to cover the employee's benefits costs, in accordance with the Article on Combined Time Off. If CTO is not available, or if the

employee chooses not to use it, the employee will make arrangements with the Employer to pay their portion of benefit costs.

2. Furloughs shall not exceed twelve weeks, unless agreed to by the employee.

3. In cases where the Employer is requesting a return from furlough prior to the employee's recall date, the following will occur:

i. The Employer shall first ask for volunteers. Volunteers must respond within 48 hours, and will be selected in order of Employer Seniority (most to least).

ii. If no one agrees to return sooner than their return date, the Employer may request the least senior person to return to work within fourteen (14) calendar days from the request. Employees shall have up to fourteen (14) calendar days to report to work from receipt of the recall notice. Such time limit may be extended with the mutual written consent of the bargaining unit employee and the Employer. The recall Section in this Article does not apply to furloughs.

**E. Recall.**

In the event of a layoff, recall rights shall be granted to employees as follows:

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

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

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

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

**Article 17 – Rest Breaks, Meal Periods, and Nursing Breaks**

**Meal and Rest Break Periods**

1. Meal periods will be thirty (30) minutes without work responsibility, except for the positions of HHH EOL Admin Support and HHH MMRH Team Assistant, which require a sixty (60) minute meal break. Meal periods are unpaid for non-exempt employees and do not count as time worked for payroll purposes. Meal periods will be coordinated according to work needs. If an employee works during their meal period, the employee will be paid for time worked. Absent unusual circumstances, an employee must receive prior approval from their supervisor or designee, prior to working during a meal period.

For Community Hospice only, Employees may voluntarily work their shift without a scheduled unpaid 30-minute meal period (i.e., “straight shifts”).

2. When workload permits, employees may receive one (1) consecutive fifteen (15) minute break/rest period for each four (4) consecutive hours of work. Breaks/rest periods are considered time worked for payroll purposes. Breaks/rest periods will be coordinated according to work needs.

### **Nursing Parents**

For an employee who is a nursing parent, the employer shall for three (3) years after the birth of a child:

1. The Employer shall provide adequate paid break time, according to the needs of the nursing parent, each day to express milk. Upon return from Parental Leave, the nursing parent will meet with their manager to determine appropriate scheduling to meet the needs of the nursing parent.
2. The Employer shall provide a clean room or other location, other than a bathroom, where an employee may express milk in privacy.
3. The employer shall not retaliate or discriminate against an employee who exercises the rights provided under this section.

### **Article 18 – Staff Schedules and Adjustments**

1. **Staff Schedules.** There shall be no changes made in an employee’s posted schedule (hours and days), unless by agreement of the employee and manager. An employee’s regular schedule shall not be changed without agreement from the employee. Schedules will be posted at least 4 weeks in advance.
  - a. Per Diem employees will sign up for shifts on a first come first served basis after the schedule has been posted.
2. **Shift Trading.** Qualified employees in the same work area and the same classification may mutually agree to trade a shift within the established schedule, provided that such a trade does not, unless otherwise approved by the supervisor, result in either employee

incurring overtime, or incurring other incentive pay. Such trade must be agreed to by both employees and the supervisor(s) prior to the effective date of the trade. Such requests shall not be unreasonably denied.

3. **Flexibility.** An employee and the employer may agree to an Alternative Work Schedule. An employee's request for such an Alternative Work Schedule shall be approved unless the Employer demonstrates a legitimate operational need that prevents approval of the schedule. If such a request is denied, a written explanation will be provided. The schedule agreement will not be terminated without mutual consent. Requests for Alternative Work Schedules shall not be unreasonably denied.
4. **Inclement Weather.** If inclement weather conditions prevent an employee from safely traveling to make home visits during all or a portion of the employee's scheduled workday, as reasonably determined by the employer, the inability of the employee to perform such visits will not be considered an occurrence under the Employer's attendance policy and any impact to an employee's productivity will not result in corrective action nor negatively impact the employee's performance review.
5. **Requests to decrease or increase the number of committed hours.** An employee's request to decrease or increase their FTE (regularly scheduled hours) shall be submitted in writing to their manager for approval. The manager will respond to the employee's request within 21 calendar days. If a decrease in FTE status is approved, the employee may be required to work their regularly scheduled hours until a replacement has been found. The Employer will make reasonable efforts to find a replacement as soon as possible.

**Weekend Commitment for Volunteer Coordinators, Social Workers, Bereavement Coordinators and Chaplains:**

Volunteer Coordinators, Social Workers, Bereavement Coordinators and Chaplains employed at the time of ratification of this agreement will not be required to work on weekends without the agreement of the employee (unless specifically hired to work weekends). If weekend shifts are available, volunteers will be solicited. HHH may include these individuals in an on-call program, if HHH agrees to implement an on-call program in compliance with the On-Call Article.

**Staffing Adjustments: Upstaffing.**

1. The Employer and the Union recognize that variations in census, acuity and service delivery requirements may occur. During periods of high census and/or high acuity, increased service delivery and/or when there is a need for additional employee staffing, the following priority will be used:

- a. Employees with appropriate skill and ability will be asked to volunteer to work extra time. Volunteers will be selected on a first come first served basis, but priority will be given to the employee who can work the most hours of the shift. In selecting between volunteers, the Employer may also consider the impact of any overtime that may be incurred as the result of the need to upstaff.
- b. Temporary non-bargaining unit contracted staff (i.e. traveler staff) will be asked to work additional shifts.

**Downstaffing.** During periods of low census or lack of work, the normal workday and/or workweek may be decreased. Mandated time off will not affect benefit status. The below priority will be used by the Employer, if fewer staff are required. At each level of priority set forth in this Section, the order of selection under will be determined by first selecting the employee(s) with the longest time from their last call-off pursuant to this Article. Call offs with less than 4 hours remaining in the shift will not count in the rotation.

If an employee is canceled after reporting to work, they will be canceled for the remainder of the shift, but may be placed on call pursuant to the On Call Article (24), with the employee's agreement. If an employee is canceled prior to reporting to work, the hours of cancellation will be determined by management at the time of notification. Employees who are canceled have the option of using CTO time, or taking time off without pay.

An employee who has been canceled may request the opportunity to complete any available work on education, research, training, competencies or other cost center work, prior to leaving for the remainder of their shift. Such requests will be submitted to management for approval, prior to commencing any such work.

1. **Travelers working beyond their contracted hours (overtime) will be canceled.**
2. **Urgent Shifts Canceled:** Employees working urgent pay shifts will be canceled.
3. **Overtime Canceled:** Staff working overtime hours will be canceled.
4. **Volunteers – Committed Hours staff:** If there is more than one volunteer, selection will be made on a rotating basis as defined above. Management will maintain an updated list of dates of employees.
  - a. Charge RN may volunteer if there is another staff on shift to take the charge role.
5. **Volunteers – Per Diem staff:** If there is more than one volunteer, selection will be made on a rotating basis as defined above.

6. **Per Diem Canceled:** Per diem employees will be canceled on a rotating basis as defined above.
7. **Committed Hours Employees:** In the event that committed hours employees are downstaffed, employees will be offered two (2) hours of courtesy pay and can choose to use CTO or unpaid time to cover the remaining hours of the shift. Any decision to downstaff committed hours employees will be made on a rotating basis, as defined above.

**Downstaffing for next day shift:** Employees will be aware that they will need to return to shift if there is a call out. If Employees need to return to shift they will receive a phone call one hour prior to the start of the shift.

### **Article 19 – Scheduling Time Off**

**General Provisions.** The Employer will work collaboratively with the employees in all areas to facilitate each employee's ability to take time off. The following provisions will apply to any process of scheduling time off, unless otherwise mutually agreed upon in writing by the Employer and a majority of impacted bargaining unit employees in any area:

1. Each area shall create a system so that employees can see who is granted time off. The process of scheduling time off may be done electronically, where the appropriate platform exists.
2. Employees will not need to find coverage for approved time off before the schedule is posted.
3. The Employer will make every effort to allow employees time off to attend their medical appointments.
4. Requests for time off should be provided as far in advance as possible, will be approved on a first come first served basis and shall not be unreasonably denied. CTO requests may be made for dates up to 12 months in advance. Employees may not be granted more than two weeks between Memorial Day and Labor Day, absent unusual circumstances approved by the supervisor.
5. The Employer shall approve or deny a vacation/CTO request within two weeks of the request. The Employer shall not alter or remove requests without the consent of the employee. No request for time off will be unreasonably denied.
6. An employee with an approved CTO request will not have their CTO request denied because of a change in their shift/schedule.
7. Any employee who finds appropriate coverage for their shift may take CTO within the parameters of Section 2 in Staff Schedules and Staffing Adjustments Article.

8. The Employer will provide seniority lists to the management in each area and, upon request by the Union, the Employer will make available to the Union the current staffing plan in any area.

**Community Nursing (RNs and LPNs and LNAs) Holiday Rotation:** The existing holiday scheduling practice of ranking preference for holiday time off will continue. On February 1 preferences will be submitted for summer holidays: Memorial Day, July 4, Labor Day. On July 1 preferences will be submitted for winter holidays: Thanksgiving, December 25, January 1, and Martin Luther King Jr Day. Employees and management will collaborate to create a rotation schedule.

**McClure Miller Respite House Holiday Rotation:** The holidays of Thanksgiving Day, December 25 and January 1 will not be included in the CTO request process and will be rotated as equally as possible to afford each employee a fair share of the holidays off. The existing practice of ranking preference for time off in these three holidays will continue. On September 1st, preferences will be submitted and the employees and management will collaborate to create a rotation schedule. The schedule for these holidays will be posted by October 1st. If there is a conflict in creating a schedule collaboratively, Employer seniority will be taken into account as well as if a bargaining unit employee requested and was approved for time off in the previous year, then a request in the following year for time off on the same holiday may be given less priority.

**Other Holiday Scheduling Practices:** Any holiday scheduling practices for other job titles will continue to be developed collaboratively by union members and management. Requests for holiday time off shall not be unreasonably denied.

## **Article 20 – Overtime and Urgent Pay**

- A. There shall be no mandatory overtime except when HHH determines that there is an emergency situation where the safety of the patient requires its use and when there is no reasonable alternative. In an emergency situation where patient safety requires its use, HHH shall, before requiring mandatory overtime, make a good faith effort to have overtime covered on a voluntary basis. Mandatory overtime shall not be used as a practice for providing appropriate staffing for the level of patient care required.
- B. Eligibility for Overtime. All employees who do not meet the requirements for an exemption under applicable law are eligible for overtime pay. The Employer shall pay non-exempt employees Overtime when an employee's total worked hours exceed forty (40) in a seven (7) day period beginning Monday at 0000 and ending Sunday at 2359. There are two (2) such periods in each of the designated biweekly pay periods.
- C. Calculating Overtime
  1. Overtime is based on all hours worked in accordance with applicable law. All other paid and unpaid hours will be excluded from the calculation of overtime. Worked

hours will be recorded in accordance with Employer policy and as required by applicable law.

2. Overtime hours will be paid at a rate of one and one half (1-1/2) times the employee's regular rate. Calculation of the regular rate will include earnings for worked hours, applicable shift differentials, and any other earnings required to be included in the regular rate under applicable law.
- D. Urgent Pay. Urgent pay is specifically designed to provide additional compensation for employees who work additional hours when unusual circumstances occur (when an employee calls out, high census, high acuity, etc.). Eligible employees (including per diem employees in good standing) who work onsite will be paid urgent pay hours at a rate of two (2) times the employee's base rate. If a shift is identified as eligible for urgent pay, the entire shift will be paid as urgent pay. These shifts are awarded on a first come-first serve basis, when HHH determines, in its sole discretion, that urgent pay is necessary.
- E. Special Pay Practices for Exempt Employees. An exempt employee is eligible for additional compensation when they work an approved extra shift (minimum of 4 hours). Extra shifts will be compensated according to the following Exempt Special Pay (ESP) rules:
1. For purposes of this Section, Hours Worked includes all hours scheduled and actually worked. It includes all regularly scheduled and ESP hours, but it does not include CTO hours and other non-worked hours such as Jury Duty or Bereavement Leave. It also does not include hours worked beyond a regularly scheduled, exempt shift.
  2. If the Hours Worked (as defined by E(1) above) equal the Scheduled Weekly Hours in a pay period, the pay for any ESP hours will be at the employee's regular rate of pay.
  3. If the Hours Worked (as defined by E(1) above) exceeds the Scheduled Weekly Hours in a pay period, the pay for the ESP hours in excess of Scheduled Weekly Hours will be paid at one and one half times the employee's regular rate of pay.
  4. Compensation for ESP extra shift(s) will be based on actual hours worked. Hours worked will be recorded by the employee in employer's time-keeping system.
  5. ESP shifts will be eligible for all shift differentials as noted in [Differentials] of the CBA.

## **Article 21 – Staffing**

High quality patient care is the shared goal of the Employer and the Union. The Employer and the Union agree that staffing with the appropriate number of skilled, reliable employees is an essential element for the provision of quality patient care. Additionally, the parties jointly recognize their shared obligation to provide safe, high quality care to patients and their families

and other individuals. The Employer and the Union also agree that staffing must consider the importance of ensuring that the quality of the employee's work life is appropriate, based on findings that the quality of work life has an impact on the quality of care delivered. To these ends, the Employer agrees to the following:

1. Staffing Policies, Procedures, and Protocols. The Employer shall continue to work with the Union to ensure that written policies, procedures and protocols affecting staffing are reviewed with the Union and are readily available to staff.
2. Labor Management Committee. The parties agree that staffing will be a regular topic at labor management committee meetings. Staffing discussions may include a review of the following: staffing plans; research, best practices and benchmarks; budget versus actual staffing levels; review of concern forms; guidelines for offering urgent pay, and any other staffing topic either party would like to discuss.
3. Department Staffing Councils or Committees. If the Employer and the Union agree that it would be beneficial for a department or cost center to have a staffing council or committee to address these issues, the Employer and the Union will meet to set up the parameters for such a council or committee. Staffing councils or committees that exist in any department or cost center at the time of ratifying this Agreement shall continue.
  - A. There will be a staffing committee for RNs and LNAs at McClure Miller Respite House formed within 90 days after ratification.
4. In the event that any bargaining unit employee believes in their professional opinion they have been given an assignment that is unsafe, or that in their opinion endangers patient care, they will immediately notify their supervisor or designee. The supervisor or designee will review the assignment at that time. If the employee disagrees with the review of the assignment, they will work as directed and may do so under protest. A "Concern Form" will be provided by the Union. It will reflect the bargaining unit employee's name, shift, unit/department, supervisor they submitted the form to, the date and description of the incident and the supervisor's response. Nothing in this paragraph shall limit the rights of employees under the Healthcare Whistleblower's Protection Act, 21 V.S.A. § 507.

## **Article 22 – Wages**

- A. FY26.
  - a. Effective the first full pay period in October 2025, all bargaining unit employees have already received a three percent (3%) increase to their existing rate of pay.
  - b. Step Placement. Effective as soon as practicable after ratification of this Agreement and no later than the first full pay period that starts at least sixty (60) business days after ratification, HHH will place all hourly bargaining unit employees on the attached wage scale, on the step that is closest to, but not less than, their current rate.

- c. Steps. At the same time as part (b) above,
    - i. All employees will receive one additional step; and
    - ii. Using the agreed-upon Years of Experience List, if an employee's years of experience is more than 7 years below the step corresponding to their years of experience, the employee shall move to the step that is seven years below their years of experience; and
    - iii. If after making these adjustments an employee is not receiving an additional increase of two percent, then the employee will receive one additional step.
  - d. Market Increases. Effective as soon as practicable after ratification of this Agreement and no later than the first full pay period that starts at least sixty (60) business days after ratification, HHH will increase the wage range for the following positions as indicated below:
    - i. Any position with a starting wage that is less than \$20 per hour will have the range increased so that Step 1 will be \$20 per hour.
    - ii. The Kitchen Coordinator starting wage will increase from \$19.05 to \$20.84.
    - iii. The Volunteer Coordinator starting wage will increase from \$20.84 to \$22.82.
    - iv. The Bereavement Coordinator starting wage will increase from \$24.94 to \$26.69.
    - v. The Hospice LPN II starting wage will increase from \$24.94 to \$28.31.
    - vi. The Social Worker II MSW starting wage will increase from \$29.87 to \$31.97.
    - vii. The VRH Nurse I and Hospice Nurse I starting wage will increase from \$32.70 to \$35.69.
    - viii. The HHH Triage Nurse starting wage will increase from \$35.78 to \$36.39.
    - ix. The Hospice Nurse II and the VRH Nurse II starting wage will increase from \$35.78 to \$37.39.
    - x. The Nurse Practitioner starting wage will increase from \$51.31 to \$55.22.
- B. FY27.
- a. Effective with the first full payroll period in FY27, all employees shall receive a 1.0% wage increase and eligibility for a step increase of 2%. Employees who are on a step that is higher than the step they would be on based on the agreed-upon Years of Experience List will not be eligible for a step increase.
  - b. Steps. Using the agreed-upon Years of Experience List, if an employee's step is below the step corresponding to their years of experience, the employee shall move up one additional step, or two additional steps if off by two or more steps.
- C. FY28.
- a. Effective with the first full payroll period in FY28, all employees shall receive a 1.0% wage increase and eligibility for a step increase of 2%. Employees who are on a step that is higher than the step they would be on based on the agreed-upon Years of Experience List will not be eligible for a step increase.

- b. Steps. If an employee’s step is still below the step corresponding to their years of experience, the employee shall move up one additional step, or two additional steps if off by two or more steps.

The below table illustrates the make-up step process.

Off By	Within 60 business days of Ratification	October 2026 (FY27)	October 2027 (FY28)
1	1		
2	1	1	
3	1	2	
4	1	2	1
5	1	2	2
6	1	2	2
7	1	2	2
8	1	2	2
9	2	2	2
10	3	2	2

D. In any fiscal year, all bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to two percent (2%) of the employee’s base compensation for scheduled hours (or actual hours worked for per diem employees) for the prior fiscal year, payable in the first full payroll period of October.

E. Step Placement for New Hires (external and from internal, non-bargaining unit positions) Newly hired bargaining unit employees will be placed on an appropriate step based on their years of experience (as calculated below).

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

1. Criteria:
  - i. Each step equals one year of experience (Step 1 = < 1 year experience, Step 2 = 1 year experience, Step 3 = 2 years, etc.).
  - ii. Criteria Definitions:
    1. All work experience in a position that is the same as the position at the Employer will receive 100% credit.
    2. All work experience that is not the same but is relevant in clinical content, technical content, or operational content as reasonably determined by the Employer will receive 50% credit.
    3. Previous step or salary is not a consideration to step placement.

4. Experience credit is determined by adding up all the years and months of experience, provided that such work consisted of an average of at least 20 scheduled hours per week.
5. Any time less than six months is rounded down, and time equal to or over six months is rounded up.
6. An individual rehired who has been gone from the organization for more than twelve (12) months will be considered a new hire unless they are recalled from a layoff.

F. Step Placement for Different Positions within the Bargaining Unit. If a bargaining unit employee moves to a different position or pay range within the bargaining unit that is within the same career ladder, the employee will be placed in the new range based on the same step they maintained in the prior range.

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

G. Career Ladders. If both parties agree, the parties shall meet to negotiate the components of career ladders within the bargaining unit.

### **Article 23 – Differentials**

A. Bargaining unit employees will receive differential pay in addition to their base rate for all hours worked on evening, night, or weekend shifts.

All applicable differentials will also apply on holidays in addition to the Holiday Premium Pay.

Current Group 2 Positions: Cook, Kitchen Coordinator, LNA, LNA Mentor.

Current Group 3 Positions: LPN, RN, Social Worker, Weekend Coordinator.

Effective as soon as practicable after ratification of this Agreement and no later than the first full pay period that starts at least sixty (60) business days after ratification all employees will be eligible for differentials and will all move to Group 3, and the new FY2026 differentials will go into effect. Group 2 differentials will remain status quo until employees move to Group 3.

#### **Shift Definitions:**

#### **Weekday Evenings:**

All worked hours by Community Hospice employees between 5:00 p.m. and 11:00 p.m., and all worked hours by Respite House employees between 3:00 pm and 11:00 p.m., will receive an evening differential. Employees will be paid an hourly differential of one dollar and twenty-five cents (\$1.25) for Group 2 positions, and two dollars (\$2.00) for Group 3 positions. Effective in FY27, the evening differential will increase to two dollars and fifty cents (\$2.50). Effective in FY28, the evening differential will increase to three dollars (\$3.00).

**Weekday Nights:**

All worked hours by Community Hospice employees between 11:00 p.m. and 7:00 a.m. and all worked hours by Respite House employees between 11:00 p.m. and 7:30 a.m. will be paid an hourly differential of one dollar and eighty cents (\$1.80) for Group 2 positions and three dollars and ten cents (\$3.10) for Group 3 positions. Effective in FY27, the night differential will increase to three dollars and fifty cents (\$3.50). Effective in FY28, the night differential will increase to four dollars (\$4.00).

**Weekends:**

All worked hours by Community Hospice employees between Saturday at 7:00 a.m. and Monday at 7:00 a.m., and all worked hours by Respite House employees between Friday at 11:00 p.m. and Sunday at 11:00 p.m., will be paid an hourly differential based on the following table:

	Group 2 Positions	Group 3 Positions
Weekend – Day	\$1.80	\$3.10
Weekend – Evening	\$2.60	\$4.40
Weekend – Night	\$3.10	\$5.20

Effective in FY27, the weekend differential will increase to three dollars and fifty cents (\$3.50). When an evening or night shift is worked during the period designated as eligible for weekend differential, both applicable differentials will be paid. Effective FY28, the weekend differential will increase to four dollars (\$4.00).

**Charge Differential:**

Employees working in the role of charge nurse will be paid an hourly differential of three dollars (\$3.00) for all hours worked in the charge role. Good faith efforts will be made to ensure an equitable rotation of all eligible bargaining unit employees to fulfill the role of charge nurse. The Employer will select charge nurses based on skill and ability. Contracted nurses (travelers) will be assigned charge only if no qualified bargaining unit members are available.

**Preceptor Differential:**

Any employee assigned to act as a preceptor shall be paid a differential of two dollars (\$2.00) per hour in FY2026 and two dollars and fifty cents (\$2.50) per hour in the following fiscal years for all hours worked while performing this role. This differential will not apply to precepting students. This differential will also apply when a charge nurse is precepting another nurse to take on the charge role. The Employer will select preceptors based on skill and ability. Employees may be required to attend an approved preceptor class in order to qualify for preceptor pay.

**Temporary Assignment:**

At the discretion of HHH, if any part time or per diem employee agrees to a temporary full time or part time assignment for a limited, pre-determined, pre-scheduled duration of at least 8 weeks will be eligible for a bonus. The bonus will be paid at a lump sum of \$300 a pay period (pro-rated for less than full time) every 8 weeks until completion of the assignment. To receive the lump sum bonus the employee must not miss more than their weekly scheduled hours for the duration of the assignment. Cost Center seniority shall determine selection among qualified

applicants for temporary assignments. Temporary assignments may not result in the obligation to pay overtime (including overtime based on work at other UVM Health partners).

The temporary assignment bonus may also be offered to a full-time employee who agrees to work on a different shift for a duration of at least 8 weeks.

**Per Diem Differential:**

When working in a per diem status, employees will receive a per diem differential in addition to any other applicable differentials set forth in this Article. Per diem employees will receive an hourly differential of two (\$2.00).

**Article 24 – On Call**

A. A bargaining unit employee, unless otherwise specified in this article, who is designated as on-call receives the on-call stipend and call-in premium when the policy guidelines are met.

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

1. Be employed in a department with an approved on-call program;
2. Be officially designated as on-call;
3. Be reachable by telephone during the assigned on-call period;
4. Restrict personal travel to permit immediate availability, when required;

B. On-Call Stipend for employees (excluding the Triage Nurse or the Weekend Coordinator.)

1. Primary On-Call Differential: A \$4.50 differential will be paid to the employee(s) who fulfills the primary on-call role. This is the person who will receive calls from the answering service if there is a need. When the employee is called in, this differential continues as well as base rate and any applicable differentials.
2. Secondary On-Call Differential: A \$2.70 per hour differential will be paid to employees who fulfill the secondary on-call role. This is the person who is back up for receiving calls from the answering service if there is a need. When the employee is called in, this differential continues as well as base rate and any applicable differentials.
3. Preference for on-call shifts will be given to bargaining unit employees over contracted staff.

C. Nurse Practitioner On-Call: For on-call coverage, Nurse Practitioners will receive \$225 per night. First preference for scheduling on-call shifts will be given to bargaining unit employees over contracted staff and by seniority (most senior to least senior).

D. Community Hospice Night On-Call Position: Compensation will be \$26.00 dollars per hour for all scheduled on-call hours. If an employee is called in they get paid their base rate and any applicable differentials, instead of this on-call rate. Regularly scheduled employee(s) will be scheduled seven (7) nights on and seven (7) nights off from 5pm-8am. Employee(s) are guaranteed total compensation equal to a minimum of thirty five (35) hours at base rate and differentials. HHH may make changes to this arrangement by giving at least 90 days' notice.

E. HHH may implement additional on-call systems by giving the Union 60 days' notice. At the request of the Union, HHH agrees to bargain the effects of this decision.

### **Article 25 – Holiday Pay**

#### **A. Holidays**

January 1 (New Year's Day)  
Martin Luther King Jr Day  
Memorial Day (National)  
July 4 (Independence Day)  
Labor Day  
Thanksgiving Day  
December 25 (Christmas Day)

B. If an employee works on an Employer-designated holiday, they will be paid one and one half (1.5) times their regular hourly rate ("Holiday Premium"). The Holiday Premium is paid for all hours worked in a shift that falls on the day of an Employer-designated holiday, beginning on 2300 of the day before and ending on 2300 of the day of the holiday.

C. All bargaining unit employees' religious beliefs will be respected by HHH and, in accordance with applicable law, HHH will make reasonable accommodations to allow any bargaining unit employee to perform or engage in the observance of their religion, including the observance of religious holidays in addition to those listed above. Bargaining unit employees may use paid time off as needed for the observance of religious holidays.

### **Article 26 – Bereavement Leave**

Bereavement leave is offered to provide paid time off from work for a death in the family (including instances of miscarriages and fetal demise).

HHH recognizes the unique and essential role hospice employees play in providing inter-disciplinary, end-of-life care to patients and families during the dying process. In recognition of this role, all full-time and part-time bargaining unit employees will be granted paid Bereavement Leave of up to five (5) scheduled workdays for a death of a spouse, domestic partner, child, stepchild, or child under legal guardianship, which do not have to be taken consecutively. This bereavement benefit reflects the sustained emotional, clinical, and relational responsibilities of hospice work and is designed to honor and support hospice employees when they confront bereavement in their personal lives.

For a death of other family members, all full-time and part-time bargaining unit employees will be granted paid Bereavement Leave of up to three (3) scheduled workdays, which do not have to be taken consecutively.

For the purposes of this article, “family member” includes:

- Parent, stepparent, or legal guardian
- Sibling, stepsibling
- Grandparent or grandchild
- In-laws (parent, child, sibling, grandparent)
- Any other person residing in the employee’s household

Requests for additional bereavement time or for bereavement leave related to individuals identified as a significant relationship by the employee may be considered and approved by the manager.

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

A death in a family or of a close friend can be a stressful, emotional time for the bargaining unit employee. Requests for time off under this section shall not be unreasonably denied.

### **Article 27 – Jury Duty**

Employees will be given time off to fulfill their civic responsibility to serve on a jury. Employees should present a notice of jury duty to their supervisor/manager as soon as possible so that any staffing changes can be arranged. While on jury duty, benefited employees shall receive regular pay for their scheduled shifts missed. For bargaining unit employees who work schedules other than Monday to Friday day shift, reasonable accommodation will be made. If the needs of the court do not require the full workday, the employee should contact their supervisor about returning to work.

If jury duty is canceled, the employee will be offered their regular shift or if there is not available work they will be paid.

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

### **Article 28 – Certification and Education**

HHH shall continue to provide bargaining unit employees with the same certification and education benefits it currently provides. HHH may make improvements to certification and education benefits for bargaining unit employees. Beginning in Fiscal Year 2027, HHH shall budget \$1,000 annually per Nurse Practitioner to cover conferences, training, and certification. In

Fiscal Year 2028 and subsequent years, HHH shall budget \$2,000 annually per Nurse Practitioner to cover conferences, training, and certification.

### **Article 29 – Insurances & Wellness (Benefits)**

HHH 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 HHH staff. The plans are subject to change, provided such changes are uniformly applied to HHH staff participating in such plans. HHH shall provide the Union 30 days advance notice of implementation of any material changes.

- Health Insurance. HHH agrees that it will maintain the same percentage of premium contribution as on the day of ratification.
- Dental Insurance. HHH agrees that it will maintain the same percentage of premium contribution as on the day of ratification.
- Vision Plan
- Flexible Spending Account
- Basic Life Insurance
- Voluntary Life Insurance and Voluntary Benefit Programs
- Short-Term and Long-Term Disability Insurance
- Retirement Plan

### **Article 30 – Combined Time Off**

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

1. Eligible employees will begin accruing CTO from the start of employment at the Employer or the effective date of entering an eligible status at the Employer. If an employee transfers to the Employer from another position within University of Vermont Health (UVMH), they may carryover eighty (80) unused CTO hours from their previous position. Effective for any employee hired after the beginning of the first full pay period in FY27, they will accrue CTO at a level that includes their consecutive time worked at another position within UVM Health.
2. Eligible employees accrue CTO each pay period on the basis of paid work and CTO hours. The maximum number of paid hours on which CTO is accrued is eighty (80) hours per pay period.

3. CTO is not accrued on workers' compensation, CTO cash-in, short-term disability, long-term disability, leaves of absences, or during an unpaid absence.
4. The accrual rates for eligible employees are based on length of continuous years of employment with the Employer. Effective in the beginning of the first full pay period in FY27, accrual rates for eligible bargaining unit employees will include on consecutive time worked at another position within UVM Health.
5. The maximum amount of CTO hours that can be accrued in an employee's CTO bank is one and one half (1.5) times the individual employee's annual accrual. Once this amount is reached, no more CTO hours will be accrued until the CTO hours in the bank are below this maximum amount. The maximum allowed accrual is prorated for part-time employees based on their standard hours.
6. When an employee's authorized hours are reduced, their CTO bank will be compared to the new maximum CTO allowed. If the CTO hours bank is over the new maximum, the excess CTO hours plus two (2) pay periods' worth of CTO accrual hours (based on the new accrual rate) will automatically be cashed out to make the employee's CTO bank below the new maximum. This will allow the employee to continue to accrue CTO hours. This payment will be included in the next paycheck. This cash out does not affect the employee's eligibility for the CTO cash-in (see CTO Cash-in Section).

<b>Years of Service</b>	<b>Annual Accrual (in Hours)</b>
0 to 4 years	224
>4 to 9 years	264
>9 to 14 years	280
>14 to 19 years	288 (320 for those hired on or before 6/30/2005)
>19 years	304 (336 for those hired on or before 6/30/2005)

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

#### B. Use of Combined Time Off (CTO)

1. Paid Time Off for hourly employees: CTO will be used for scheduled absences including holidays (subject to Section 3), planned personal days and all unscheduled absences. CTO must be used to supplement an employee's worked hours so that the total paid hours in any pay period are equal to their committed authorized hours,

unless otherwise required by applicable law or a specific provision of this Agreement. CTO hours may not be used to cover cancelled extra shifts. If a member has a scheduled absence due to union related work, the Union may request that they get paid out of the union bank of hours instead of their CTO bank. Such requests shall not be unreasonably denied.

2. Paid Time Off for Exempt employees: CTO will be used for all scheduled and unscheduled absences in increments of 4 hours. CTO must be used to supplement a bargaining unit employee's worked days so that the paid days in any pay period are equal to authorized hours, except in cases permitted by law. Notwithstanding the above, exempt employees shall be paid their guaranteed weekly salary except where otherwise permitted by law.
3. Holidays: Unless otherwise agreed to by HHH, CTO will be used when an employee's regularly scheduled workday falls on an Employer-designated holiday, and the employee is not working. CTO is not used when the employee is not regularly scheduled to work the holiday.
4. New Employees: Eligible employees will accrue CTO hours from the date of hire.
5. Unless an employee is transferring to a new position within the UVMH, then upon termination an employee will be paid for all CTO remaining in their CTO bank at one hundred percent (100%) of its value, and in accordance with tax laws and IRS regulations. The value is calculated using the employee's base rate. If an 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.
6. For use of CTO time when employees are sent home during periods of low census, see Article 18, Staff Schedules and Adjustments.
7. Payment of CTO when used for Sickness or Related Reasons: Effective as soon as practicable after ratification but not later than sixty (60) business days after ratification, when an employee takes CTO because of their own illness or injury, to care for a legally covered ill or injured family member, or for any other reason covered under the Vermont Earned Sick Time law, the employee may take CTO at their base rate plus any applicable shift differentials for the scheduled shift they miss, for up to forty (40) hours per calendar year. It is the employee's responsibility to inform their supervisor they are requesting CTO pursuant to this Section and HHH may require the employee provide reasonable proof their use of CTO under this Section is for an allowed purpose.

C. CTO Donation: Full-time and part-time employees may donate CTO to another employee, per IRS regulations and HHH policy.

D. CTO Cash-In: Pursuant to Employer policy on CTO, eligible employees may make CTO Cash-In elections. The CTO Cash-In program provides the opportunity to convert unused and

available CTO hours to cash paid out in the next calendar year and taxed at supplemental rates, per IRS regulations.

E. If the Employer improves the CTO benefits for non-bargaining unit employees during the term of this Agreement, such improvements shall also be applied to the CTO benefits for employees.

### **Article 31- Family and Medical Leave (FMLA) and Other Protected Leaves of Absence**

The Employer will provide parental, family, medical, military caregiver, short-term leave, and military leave in compliance with applicable state and federal law.

Bargaining unit employees are eligible for an additional four weeks of continuous unpaid leave, in accordance with the Supplemental FMLA policies and procedures developed by UVM Health.

A bargaining unit employee with CTO hours may use them to provide the regular pay during an FMLA leave. It is the bargaining unit employee's responsibility to inform their manager whether to use CTO time. If the manager is not informed, available CTO will not be used.

Paid Family Leave will be provided to bargaining unit employees in accordance with the policies and procedures developed by UVM Health.

### **Article 32 – Short Term Leaves of Absence**

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

1. Volunteering: An employee may request a leave of absence, up to ten (10) consecutive days per calendar year, to volunteer in support of any charitable organization as defined in Section 501(c)(3) of the IRS Code. To be eligible for this program, time must be taken in full day increments. Employees may choose to use CTO or be unpaid.
2. Election to the State Legislature: Any employees who, in order to serve as a member of the Vermont General Assembly, must leave a full-time or part-time position, will be granted an unpaid leave of absence to perform any official duty in connection with their elected office. To be eligible for re-employment, the employees must return to work immediately following the completion of their legislative session. An employee who is elected to the General Assembly must notify Human Resources and their manager in writing within ten (10) days of winning the election.
3. Educational Leave of Absence: An unpaid leave of absence for educational opportunities that promote an employee's growth and development at the Employer may be granted for up to twenty-four (24) months at accredited educational institutions (may be continuous or intermittent). Prior to the leave of absence and at the start of each academic semester of the leave, the employee must provide proof of enrollment.

4. Health Service: Underdeveloped Areas or Disadvantaged People: An unpaid leave of absence for up to twelve (12) months may be granted to participate in health services for the benefit of underdeveloped areas or disadvantaged people. Only one leave of up to twelve (12) months is permitted every three (3) years.
5. Professional Work Experience/Expertise: An unpaid leave of absence of up to twelve (12) months may be granted to employees with five (5) or more years of consecutive full-time or part-time service, upon proof of employment in a health care related position to gain additional professional expertise. Only one (1) leave of up to twelve (12) months is permitted every five (5) years.
6. Personal Leave of Absence: Up to six (6) months of unpaid leave may be granted in the event of personal circumstances and personal emergencies. Unpaid absence will not be allowed unless all CTO has been used, except in cases of approved medical and/or family leave.
7. Leave; alleged crime victims; relief from stalking or abuse. The Employer will provide leave for alleged crime victims and for relief from stalking or abuse in compliance with state law.

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

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

#### D. Benefit Provisions

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

Coverage may be canceled if the employee's payment for the benefit cost is not received as instructed.

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

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

### **Article 33 – Discipline and Discharge**

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

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

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

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

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

### **Article 34 – Grievance & Arbitration**

A. Scope and Process

1. Any disagreement or dispute between the parties involving the application or interpretation of this Agreement, and/or applicable laws shall be defined as a grievance and processed according to the procedures contained in this Article.
2. It is the intention of the parties to attempt to resolve grievances at the lowest level. Issues should be presented as quickly as possible in order to try to resolve the problem. When an issue remains unresolved after verbal discussions (Step 1), it is reduced to writing.
3. The parties agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of the Employer.
4. Grievance meetings or other conferences to discuss settling disputes, which require the attendance of bargaining unit employees, shall be scheduled immediately before, during or after the bargaining unit employees' scheduled shift, unless otherwise agreed to by the parties.
5. The Employer will pay for one (1) union designee for time spent in Step 2 and Step 3 grievance meetings, which will count towards their union hours.

#### B. Time Limits

1. The parties agree that the time limitations of this Article are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing.
2. Failure of the grievant to abide by the time limitations of this Article shall preclude any subsequent filing or processing of the grievance. Failure of the party against which the grievance was filed to meet a deadline under this Article shall be considered a denial of the grievance that permits the grievant to appeal to the next step as appropriate.

#### C. Steps

Business days are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays as outlined in this Agreement. All time limits may be extended by agreement of the parties that is confirmed in writing. Any request for extension will not be unreasonably denied. Written notification of advancing a grievance to Step 2, Step 3, or Step 4 shall be provided via email to any representative designated by the receiving party.

Step 1: Verbal grievances filed by the Union shall be presented to the grieving bargaining unit employee's immediate supervisor, or a designee with authority to settle the grievance, within ten (10) business days of the event giving rise to the grievance. The supervisor, or their designee, shall reply as soon as possible, but if additional information is needed, the supervisor shall have ten (10) business days to respond. If no settlement is reached at Step 1, the grievance must be reduced to writing.

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

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

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

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

Step 4: If the grievance is unresolved at Step 3, the grievance must be filed for arbitration within thirty (30) business days of the response from Step 3, except that if the grievance involves corrective action, only actions involving discipline more serious than a final written warning may be filed for arbitration. Unless agreed to by the parties, each grievance will be arbitrated separately. Arbitration will be conducted in accordance with the American Arbitration Association or Labor Relations Connection procedures. If both parties agree, the parties may elect to use different procedures or an alternative process for arbitrator selection.

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

The Arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law.

The decision or award of the Arbitrator shall be final and binding.

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.

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

### **Article 35 – No Strike/No Lockout**

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

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

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

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

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

### **Article 36 – Personnel Files**

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

B. Before placing any documentation into a bargaining unit employee's personnel file that could be used to substantiate a case of progressive discipline, the bargaining unit employee shall be informed of or given a copy of the documentation. Employees may submit a timely response to any performance evaluation or written corrective action they receive, which shall be included in their Human Resources file.

### **Article 37 – Health and Safety**

A. The Employer and the Union recognize that employees may be exposed to workplace situations that pose risks to health. Consistent with the Employer's policies and the requirements

of state and federal law, the Employer agrees to protect the health of employees and provide a safe work environment.

To that end, the Employer agrees to provide:

1. A program of infectious and communicable disease control as required by state and federal law.
2. Physical examination, health tests, labs, and immunizations as required by the Employer, state and federal law at no cost to the employee.
3. Material data safety sheets as required by state or federal law.
4. Needle protection systems as required by state or federal law.
5. In any cost center where medications are administered or prepared, medication disposal systems will be available.
6. All safety equipment and related training necessary to perform the duties of the position, including appropriate levels of PPE such as masks, gloves, gowns, scrubs, goggles, lead vests/gowns, and any other proper equipment needed to protect employees as recommended by CDC guidelines or the Vermont Department of Health, or as required by the Employer's policies and procedures, and state and federal law. Employees agree to attend related training.
7. Employees are responsible for using appropriate PPE and safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or in disrepair. The Employer shall replenish or repair such supplies and equipment when notified. Employees are responsible for taking good care of all safety equipment.
8. The Employer will provide annual workplace safety training to employees, which will include de-escalation training. The training shall be paid time.

B. At the request of the Union, upon the declaration of a pandemic or as soon as is reasonably practicable thereafter, the Employer shall meet with the Union to review the Employer's policies, procedures and protocols for providing bargaining unit employees with any personal protective equipment (PPE) or clothing necessary to properly maintain patient and staff safety.

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

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

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

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

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

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

I. Any provision of this Article may be a topic of discussion before the Labor-Management Committee, whenever requested by either party. The Union may also select one (1) employee and the Union and HHH shall jointly select a second employee to serve on the Employer's Safety Committee.

J. If a bargaining unit employee is a victim of or witness to a workplace violence incident either on the employer's property or while working in Community Hospice, and the employee requests time off from work to recover from physical or mental injuries or personal loss caused by the incident, 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 incident. For any time off after the day of the injury, the employee may elect to take the time as scheduled CTO or excused unpaid time.

K. If a bargaining unit employee is required to work in any work area without another staff member present in their direct vicinity, they can request to have another staff member present when there is a reasonable concern related to personal safety. Such requests will be granted. The additional staff member must be familiar with area safety protocols, and able to report a safety/violent incident through the proper channels.

L. If an employee believes there is risk to health or safety to themselves or patients/residents/clients, they may raise these concerns and work with their supervisor/program director to address the concerns in a timely manner. Addressing these concerns may include a change in work assignment, adjusting staffing levels, or other measures to address the employee's working conditions.

M. Security at the McClure Miller Respite House during the night shift is an important issue and the parties agree to discuss this topic at labor management meetings.

### **Article 38 – Planning for the Future**

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

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

### **Article 39 – Labor Management Committee**

The Employer recognizes that, due to their specialized education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient/resident/client care, and that, therefore, procedures should be developed whereby the views and recommendations of both the Employer and the Union are heard.

#### **Labor-Management Committee**

A joint Labor-Management Committee shall meet and confer on issues of mutual concern and to facilitate an ongoing collaborative relationship between the parties. These issues shall include, but are not limited to professional development, performance improvement, staffing, health and safety, and any other topic the parties agree to discuss. It shall comprise up to three (3) representatives designated by the Union, and up to three (3) management representatives designated by the Employer. Representatives may designate an alternate for meetings they are unable to attend.

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

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

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

The Employer and the Union may mutually agree on a process to keep meeting minutes, and any minutes will be jointly approved and made available to both the Union and the Employer.

#### **Joint Labor Relations Training**

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

### **Article 40 – Clothing**

A. Subject to the requirements of the Employer's policies on appropriate workplace appearance, including the requirement that all guidelines on uniforms, safety apparel, or clothing

must advance safety and infection control practices, the Employer acknowledges its commitment to creating a culture that is equitable, diverse and inclusive. Employees are encouraged to dress authentically to themselves while maintaining appropriate workplace appearance and ensuring safety. The Employer supports employees wearing clothing that affirms their gender identity and gender expression.

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

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

#### **Article 41 – Maintenance of Standards**

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

#### **Article 42 – Separability**

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof. In the event that any article or section of this Collective Bargaining Agreement is held invalid or the enforcement of or compliance with any article or section of the Agreement has been restrained under the above paragraph, upon mutual agreement of the parties to this Collective Bargaining Agreement, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### **Article 43 – Duration**

This Agreement shall be for the period from the date of ratification until March 31, 2028, and the non-economics terms and conditions shall become effective on the date of the execution of the Agreement, and the economic terms and conditions shall become effective on the first full

pay period that starts at least sixty (60) days after ratification, unless otherwise specified in this Agreement.

The party wishing to modify this Agreement shall serve written notice to the other party by email 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 21 days' written notice of termination of this Agreement.

### **Side Letter: UVM Health System Float Pool**

In the event that UVM Health seeks to implement a float pool of UVM Health employees to perform bargaining unit work at UVM Home Health and Hospice, the Employer and the Union will meet to bargain over the effects of this change. All employees who perform bargaining unit work at UVM Home Health and Hospice must be fully trained in Hospice competencies.

### **Side Letter: Election Procedures Agreement**

The Employer and the Union enter into the following Election Procedures Agreement.

#### **1. Election Petition**

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

#### **2. Standard of Conduct**

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

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

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

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

After execution of the Stipulated Election Agreement, the Employer agrees that it will not hold any captive audience meetings, defined as a meeting called by management with required employee attendance for a purpose of discussing issues relating to union organizing or the election. Nothing in this Agreement shall prevent supervisors, managers, or other employer representatives from responding in a manner consistent with the spirit and letter of this agreement to questions from employees.

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

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

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

### **3. Orientation/Training**

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

### **4. Rapid Response Team and Enforcement**

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

### **5. Post-Certification Access and Communications**

In the event one or more units certify the Union as their representative at a facility, the Employer will recognize a reasonable number of duly designated delegates in each such unit and instruct supervisors to meet with them in a good faith effort to resolve grievances or disagreements, which may arise pending settlement of the contract. During this post certification time period, Union access shall be governed by pertinent provisions of the existing collective bargaining agreements between The Union and the Employer.

