

AGREEMENT

BETWEEN

BRATTLEBORO MEMORIAL HOSPITAL

AND

BRATTLEBORO HEALTHCARE UNITED
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO

Effective May 12, 2026 through September 30, 2027

Agreement.....	1
Article 1: Recognition.....	1
Article 2: Management Definitions	5
Article 3: Bargaining Unit List	5
Article 4: Union Dues	6
Article 5: Management Rights.....	7
Article 6: Non-Discrimination	9
Article 7: Employment Status.....	9
Article 8: Copy of Agreement.....	10
Article 9: Probationary Period	11
Article 10: Union Access	11
Article 11: Seniority.....	12
Article 12: Vacancies	13
Article 13: Job Security	15
Article 14: Layoffs and Furloughs.....	15
Section 1. Layoff and Furlough	15
Section 2. Furlough Specific.....	17
Section 3. Layoff Recall	18
Article 15: Hours of Work	18
Section 1. Scheduling of Hours to be Worked.....	18
Section 2. Requests for Time Changes and Days Off.....	19
Section 3. Sleep-In Policy.....	19
Section 4. Radiology	20
Section 5. Straight Shifts.....	20
Section 6. Meal Periods	20
Section 7. Rest Periods	20
Section 8. Temporary Reduction in Employee Scheduled Hours.....	20
Article 16: Overtime	21
Section 1. Overtime Guidelines	21
Section 2. Urgent Pay	21
Section 3. Mandatory Overtime.....	22

Article 17: Staffing	22
Article 18: Staffing Adjustments	23
Article 19: Floating	24
Article 20: Wages	25
Article 21: Differentials	28
Article 22: Leaves of Absence	33
Section 1. Education	34
Section 2. Discretionary Medical.....	34
Section 3. Military	34
Section 4. Military Summer Training	34
Section 5. Excused Time Off Leave: Excused Time Off	35
Section 6. Legislative Leave	35
Section 7. VT Parental and Family Leave Law (VTPFLL) and Family and Medical Leave Act (FMLA) and Short-Term Family Leave	35
Section 8. Paid Bereavement Leave.....	36
Section 9. Jury Duty or Court Appearance Under Subpoena.....	37
Article 23: Education and Professional Development.....	38
Section 1. Orientation of an Employee	38
Section 2. Professional Support and Professional Practice Development	40
Section 3. Attendance of Education Programs.....	40
Section 4. Tuition Reimbursement.....	41
Section 5. Certifications.....	41
Article 24: Retirement Plan	41
403(b) Tax-Sheltered Annuity Plan.....	41
Article 25: Health and Dental Insurance.....	42
Article 26: Earned Time.....	45
Article 27: Basic Life Insurance	50
Article 28: Long and Short Term disability	50
Article 29: New Technologies.....	51
Article 30: Discipline and Discharge.....	51
Article 31: Personnel Files.....	53

Article 32: Health and Safety.....	54
Article 33: Grievance and Arbitration.....	57
Article 34: No Strike/No Lockout.....	60
Article 35: Maintenance.....	61
Section 1. Governmental Regulations.....	61
Section 2. Separability	61
Section 3. Maintenance of Standards.....	61
Section 4. Term of Agreement	62
Section 5. Successorship	62
Appendix A	63

AGREEMENT

This Agreement is made and entered into between Brattleboro Memorial Hospital (hereinafter referred to as the “Hospital”) and Brattleboro Healthcare United, American Federation of Teachers, AFL-CIO (hereinafter referred to as the “Union”). It is agreed between the parties that the Hospital’s first responsibility is to provide safe, quality care to all of the Hospital’s patients and residents. The parties agree that the bargaining unit staff is critical to the organization’s success and the fulfillment of the Hospital’s mission to improve the health of our community. The parties are committed to a harmonious and productive relationship of mutual respect to further build on an effective labor-management relationship.

This Agreement shall set forth wages, hours, and working conditions for all bargaining unit employees with the objective of meeting the above obligation.

ARTICLE 1: RECOGNITION

A. The Hospital recognizes the Union as the sole and exclusive bargaining representative with respect to the terms and conditions of employment for all full-time, part-time, and per diem employees employed by the Hospital in the positions listed in Section C at the time of the Agreement, who work at the Hospital’s facilities in Brattleboro, Vermont, as stated in Section B below.

B. Hospital’s facilities in Brattleboro, Vermont will include the following addresses:

- 17 Belmont Avenue, Brattleboro, Vermont
- 19 Belmont Avenue, Brattleboro, Vermont
- 21 Belmont Avenue, Brattleboro, Vermont
- 63 Belmont Avenue, Brattleboro, Vermont
- 580 Canal Street, Brattleboro, Vermont
- 79 Main Street, Putney, Vermont

C. Bargaining Units:

Business Office Clerical Bargaining Unit:

340B PROGRAM COORDINATOR	U4
ACCTS PAYABLE CLERK	U4

BILLING REPRESENTATIVE	U4
LEAD BILLING REP	U4
PATIENT ACCESS PRE REG AND PRIOR AUTH REP	U4
PATIENT FINANCIAL ADVOCATE	U4
PC SPECIALIST I	U4
PC SPECIALIST II	U4
PC SPECIALIST III	U4
PMT/DATA ENTRY CLERK	U4
SWITCHBOARD OPERATOR ED REG	U4

Skilled Maintenance Bargaining Unit:

HVAC TECHNICIAN	U1
LIC ELECTRICIAN	U1
STATIONARY ENGINEER	U1

Non-Professional/Support Staff Bargaining Unit:

AST STAFF COOR/SCHED	U3
CARDIO/PULM CLERK	U3
CHEF	U3
DIAGNOSTIC ASSISTANT	U3
ENVIRON SVCS AIDE	U3
FACILITIES PROJECT MANAGER	U3
FILE CLERK	U3
FOOD SERVICE ASSOCIATE	U3
GEN MAINT TECH	U3
HIM SPECIALIST	U3
HOSPITAL GREETER/TRANSPORT	U3
IMAGING ACCESS COORD	U3
INPATIENT SERVICES SCHEDULING COORD	U3
LABORATORY ASSISTANT	U3
LAUNDRY AIDE	U3
LEAD - NUTRITION SERVICES	U3
LEAD ED UNIT COORD	U3
LEAD IMAGING ACCESS COORD	U3
LEAD PATIENT ACCESS	U3
LEAD PATIENT SERV RP	U3

LNA	U3
MAINT EVE/NITE/WKEND	U3
MARKETING AND DEV COORD	U3
MATERIALS SPECIALIST	U3
MEDICAL SCRIBE	U3
MED TRANSCRIPTIONIST	U3
NUTRITION ASSOCIATE	U3
OB TECHNICIAN	U3
OPERATING ROOM ASST	U3
PAINTER	U3
PATIENT ACCESS REP	U3
PATIENT CARE ASSISTANT	U3
PATIENT SAFETY TECHNICIAN - FLOAT or PATIENT CARE ASSISTANT - FLOAT	U3
PERIOP WORKFLOW COOR	U3
PHARMACY TECH I	U3
PHARMACY TECH II	U3
PLANT OPERATIONS COORDINATOR	U3
POT/PAN WASHER/UTIL	U3
PRODUCTION LEAD	U3
REG SPEC MAIN_ED_OP	U3
RELEASE OF INFORMATION SPECIALIST	U3
SECRETARY/CLERK LAB	U3
STOREROOM CLERK	U3
UNIT COORDINATOR	U3
CERTIFIED MEDICAL ASSISTANT - PCP OFFICE	U5
MEDICAL ASSISTANT - PCP OFFICE	U5
PATIENT SERVICE REP - PCP OFFICE	U5
CERTIFIED MEDICAL ASSISTANT	U6
MEDICAL ASSISTANT	U6
PATIENT SERVICE REP	U6

Technical Bargaining Unit:

CARDIO/PULMONARY AST	U2
CLINICAL INSTRUCTOR	U2
EMERGENCY TECHNICIAN	U2
IMAGING SPECIALIST	U2
LEAD CSP TECH	U2

LEAD CT TECH	U2
LEAD ENDOSCOPY TECH	U2
LEAD MAMMO TECH	U2
LEAD NUCLEAR MED TCH	U2
LEAD ULTRASOUND TECH	U2
MEDICAL LAB SCIENTIST I	U2
MEDICAL LAB SCIENTIST II	U2
MEDICAL LAB SCIENTIST III	U2
MEDICAL LAB SCIENTIST IV	U2
MEDICAL LAB SCIENTIST V	U2
MRI TECH	U2
PACS ADMINISTRATOR	U2
PARAMEDIC - ED	U2
PHLEBOTOMY APPRENTICE	U2
PHLEBOTOMY TECH I	U2
PHLEBOTOMY TECH II	U2
PHLEBOTOMY TECH III or PATHOLOGY AIDE III / PHLEBOTOMY TECH III	U2
PHLEBOTOMY TECH IV - LEAD	U2
PT ASSISTANT	U2
RADIOLOGIC TECH RT	U2
STERILE PROCESS TECH	U2
SURGICAL TECH	U2
ULTRASOUND TECH	U2
ULTRASOUND TECH CARDIAC	U2

- D. References to the Union throughout this Agreement refer only to the bargaining units described in this Agreement. Unless the context clearly requires otherwise, throughout the Agreement, the terms “employee” and “bargaining unit employee” are used interchangeably to refer to those covered in this Agreement only.
- E. When one of the parties raises a claim of whether or not a position should be included in the bargaining unit, the parties will meet and review the issue. Consideration will be given by the two parties to the Agreement and the specific criteria outlined in the National Labor Relations Act.

In addition, mutuality of interest in duties, skills, qualifications, wages, and working conditions will be among the factors considered in determining whether a particular position constitutes an appropriate position within the bargaining unit. If the Union and

the Hospital are unable to agree on whether a position should be a part of the bargaining unit, either party reserves the right to submit to the National Labor Relations Board the issue(s) for appropriate review and determination.

ARTICLE 2: MANAGEMENT DEFINITIONS

Senior Staff Representative: A member of the management team which includes the Chief Nursing Officer, Chief Financial Officer, Chief Human Resources Officer, Chief Medical Officer, and Executive Director of BMH Medical Group.

Executive Leadership Team: All Senior Staff Representatives and the Hospital's Chief Executive Officer(s).

Department Director: A Hospital employee with twenty-four (24) hour managerial accountability for a department, area, or function.

Department Supervisor or Department Manager: A Hospital employee who supervises the day-to-day operations of the employees in a department.

ARTICLE 3: BARGAINING UNIT LIST

On a monthly basis, the Hospital shall provide to the Union an alphabetical list of bargaining unit employees, in addition to contract or temporary employees performing bargaining unit work. This list shall include the following information for each bargaining unit employee:

- Name;
- Address;
- Primary shift assigned;
- Primary bargaining unit assigned;
- Telephone number on record;
- Hospital email address;
- Personal email address;
- Hire date;
- Job description;
- Rate of pay; and
- Standard work hours per week.

Any changes to such a list shall be forwarded to the Union during the first seven (7) calendar days of each month for the previous month.

ARTICLE 4: UNION DUES

- A. The Hospital and the Union recognize the right of any bargaining unit 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 bargaining unit employee in the exercise of that right.
- B. Each bargaining unit 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 an agency fee to the Union.
- C. A bargaining unit employee who fails to maintain membership in good standing or pay agency 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 agency fees have not been tendered.
- D. The Hospital agrees to deduct union membership dues or agency fees on a bi-weekly basis from the wages of bargaining unit employees who voluntarily authorize such deduction by signing and having on file with the Hospital's Human Resource Department, a dues or agency fees checkoff authorization card for the period provided for in such authorization.
- E. This authorization can be revoked at any time by the termination of employment. Otherwise, this authorization may only be revoked if such revocation is in writing and submitted to the Hospital and to the bargaining unit treasurer, in accordance with the union membership card. Such revocation shall become effective upon the first payroll period following the termination of an employee or filing of the revocation, in accordance with the union membership card.
- F. The Hospital will remit by the tenth (10th) day of the following month all dues or agency fees deducted during the month, along with a list of the amount deducted from each bargaining unit employee. Such remittance shall be to the bargaining unit treasurer.
- G. Each year, the Union shall provide to the Hospital with the percentage rate of union membership dues to be paid by non-member (i.e., the agency fee).
- H. The Hospital is responsible for processing union membership dues or agency fees in a timely manner. Each completed form submitted electronically to the Human Resources Department by either a bargaining unit employee or a Union officer or representative will be processed for payment deduction within the next full pay period upon submission, if submitted no later than the Wednesday prior to the pay period.

- I. The Hospital shall not be required to make deductions with respect to any bargaining unit employee for a payroll period in which the bargaining unit employee: is in an unpaid leave status for the pay period; is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period; or 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 membership dues or agency fees to be deducted. Bargaining unit employees on partial disability, who are receiving a paycheck from the Hospital, will pay dues on all hours actually worked and on all other paid non-disability hours.
- J. The Union shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the Hospital, for the purposes of complying with any of the provisions of this Article, or in reliance on any authorization revocation, notice of assignment furnished under any of such provisions, except as specified in the Non-Discrimination Article.

ARTICLE 5: MANAGEMENT RIGHTS

- A. Except as specifically limited by this Agreement, all management functions and responsibilities, whether or not possessed or exercised by the Board of Directors of Brattleboro Memorial Hospital (the "Board") prior to execution of this Agreement, shall be retained exclusively by the Board and may be exercised by the Board acting directly or through its agents. Such management functions and responsibilities shall include but are not limited to those that have been reserved to the Board through legislative acts, federal regulations, and any future rights and responsibilities that may be reserved to the Board by legislative acts or regulations.
- B. The management functions and responsibilities referred to in Section A above shall also include, but shall not be limited to the rights to:
 - determine qualifications, eligibility, and licensure requirements of bargaining unit positions;
 - establish position descriptions and modify such descriptions when necessary;
 - establish new jobs or change job content;
 - determine whether or not vacancies for positions within the Hospital will be filled;
 - make hiring decisions;
 - conduct background checks when required by law;
 - require physical and/or medical examination of employees;
 - determine an employee's fitness for work;

- determine the method, means, and location of work assignments;
- determine schedules and shifts for bargaining unit work;
- discipline, discharge, lay-off, assign, transfer, promote, and demote bargaining unit employees;
- change or abolish any classification or service;
- direct and assign work to employees;
- decide the number and selection of employees to perform such work;
- determine meal and break times and duration;
- require overtime, work on holidays, and time off;
- change work assignments;
- establish and modify reasonable disciplinary policies and rules of conduct;
- require training of employees;
- determine who shall be trained and how employees shall be trained;
- establish standards of productivity and performance for employees and to reward and promote them;
- perform evaluations and establish evaluation procedures;
- determine and require the method, means, technology, tools, location, and equipment to be used in the performance of job duties;
- introduce new methods, means, technology, tools, locations, and equipment to be used in the performance of job duties;
- determine the organizational structure of the Hospital and to reorganize, enlarge, reduce, or discontinue a function, position, department, or location;
- determine whether any part or the whole of its operations shall continue to operate;
- determine the size and composition of the work force at any single location;
- determine the number and location of offices, buildings, or facilities;
- determine the size and composition of committees, work groups, and other organizational or governance groups;
- make, maintain, modify, and enforce work rules, regulations, policies, and procedures that are consistent with this Agreement;
- provide, eliminate, or change terms of benefits offered by the Hospital;
- determine the budgetary and financial procedures and personnel levels and positions by which the Hospital operations are to be conducted and to modify same;
- subcontract work or to utilize temporary employees to perform any work the Hospital determines is necessary;
- take other actions as the Hospital deems necessary to carry out the mission of the Hospital; and
- control, supervise, and maintain the efficiency of the Hospital's operations.

- C. All management functions and responsibilities specifically reserved to the Hospital in this Agreement are retained by and vested exclusively in the Hospital. The Hospital's exercise of any management right or function in a particular manner shall not preclude the Hospital from exercising the same in any other manner which does not expressly violate a specific provision of this Agreement. The exercise or non-exercise of management functions retained by the Hospital shall not be construed to mean that any functions and responsibilities are waived. Except to the extent limited by the express and specific terms of the provisions of this Agreement, the Hospital retains all rights to operate the Hospital. No such right shall be enacted, applied, or implemented in a manner which is arbitrary or capricious or in violation of the provisions of the Agreement.
- D. None of the provisions of this Agreement shall operate to preclude the Hospital from taking such action, as it deems necessary, for the care and protection of patients, employees, equipment, and facilities in the event of an emergency.
- E. Other Hospital employees, including professional, managerial, or supervisory employees, as well as agency employees, subcontractors, interns, or volunteers, may perform work usually done by employees in the bargaining unit so long as it is in compliance with applicable licensing standards. The fact that such other individual does a regular amount of bargaining unit work will not result in his/her being included in the bargaining unit.

ARTICLE 6: NON-DISCRIMINATION

The Hospital and the Union agree not to discriminate against any bargaining unit employee or applicant for employment on account of race, color, sex, sexual orientation, gender identity, pregnancy, genetic information, age, mental or physical disability, religion, national origin, ancestry, place of birth, crime victim status, military status, positive test result from an HIV-related blood test, or based on any other characteristic protected by state or federal law. There shall be no discrimination on account of union membership or activity conducted on behalf of the Union provided that any such Union activity shall not interfere with any bargaining unit employee's regular work.

ARTICLE 7: EMPLOYMENT STATUS

A. Full-Time Bargaining Unit Employees

Full-time bargaining unit employees occupy a regular position and work authorized hours between thirty-two (32) to forty (40) hours per week and accept policies relative to availability for shift, weekend, and holiday rotation as defined by management, except as otherwise defined by this Agreement. This definition is for classification purposes only and does not determine eligibility for overtime.

B. Part-Time Bargaining Unit Employees

Part-time bargaining unit employees occupy a regular position and work a standard work week of less than thirty-two (32) scheduled hours per week, and are employed on a regular basis, and accept policies relative to availability for shift, weekend, and holiday rotation as defined by management, except as otherwise defined by this Agreement.

C. Per Diem Bargaining Unit Employees

1. Per diem bargaining unit employees are not regularly scheduled. They may be called in according to the needs of the Hospital. These employees shall receive no fringe benefits unless specifically provided for them by this Agreement. Per diem bargaining unit employees shall be eligible for shift, weekend, and holiday differentials.
2. Per diem bargaining unit employees must be available to work, on average, at least three (3) shifts per month in each Department in which they hold a per diem position to ensure competencies are maintained, including one (1) holiday per year for Departments with a 24/7 operation, and one (1) weekend shift per quarter. Department Managers or Supervisors may waive these requirements with the mutual agreement of the per diem bargaining unit employee and the Union. If a per diem bargaining unit employee is called off prior to or during a shift, the full hours of the shift shall count for purposes of satisfying their minimum requirements outlined in this Article. Such expectations will be made clear at time of hire.
3. The Hospital will make every effort to assess the need to post positions to adequately secure additional per diem staff when necessary to reasonably cover scheduled absences, vacations, and unanticipated call-outs.
4. A per diem bargaining unit employee who accepts a recurring schedule for their own convenience shall not be reclassified solely on the basis of that schedule, provided it is not used to fill a budgeted regular position.

Side Letter: Bargaining unit per diem employees in the lab who, as of June 10, 2025, did not work weekend shifts shall be exempt from the weekend shift requirement for the duration of the 2026-2027 Agreement.

ARTICLE 8: COPY OF AGREEMENT

The Hospital agrees to provide each current bargaining unit employee with a copy of this Agreement. The cost of providing contracts to bargaining unit employees hired after the effective date of this Agreement will be split equally by the Hospital and the Union.

ARTICLE 9: PROBATIONARY PERIOD

The first three (3) months of active employment at the Hospital for a new bargaining unit employee will be considered a probationary period during which they may be disciplined or terminated without recourse to grievance and arbitration. At the option of the Department Manager or Department Supervisor, the probationary period may be extended for another three (3) months. If the probationary period is extended, the Department Manager or Supervisor shall notify the Union and the bargaining unit employee.

As soon as necessary, but in no case later than the conclusion of two (2) months, a probationary employee shall be notified in writing by their Department Manager or Department Supervisor of any deficiencies in their performance and offered assistance in correcting such deficiency.

ARTICLE 10: UNION ACCESS

A. Union Representatives

Two (2) duly authorized representatives of the Union, who are not bargaining unit employees may visit the Hospital at a reasonable time—normally during the day shift—to discharge the Union's duties relative to a question arising under this Agreement or to investigate or process a grievance. Those authorized Union representatives shall provide notification to the Hospital's Human Resources Department upon arrival and departure from the Hospital premises. Such visits shall not interfere with the normal operation of the Hospital.

B. In-house Communications

The Union shall have the right of posting notices, announcement of meetings, election of officers, or notice of Union recreational activities on one (1) bulletin board per physical location in rooms designated as employee break rooms provided by the Hospital for that purpose, or in a location mutually agreed to by the Union and the Hospital. If bargaining unit employees work in a location where other unionized employees have access to a bulletin board, the Hospital will provide a bulletin board that is sufficiently sized to ensure the space can be reasonably shared by all bargaining units. If the Hospital believes that a posting of any material violates the law is personally derogatory, or demonstrably untrue, the Hospital will alert the Union President and the parties will seek to resolve the issue.

The Hospital shall also provide an in-house mailbox for use by the Union.

C. Use of the Building

The Union may have the use of Hospital space for conducting non-union-related continuing education programs subject to the Hospital's Conference Room Use Policy.

The Union may hold Union meetings on Hospital property, as space is available, provided that:

- Such meetings are prescheduled according to the Hospital's Conference Room Use Policy scheduling procedure for outside organizations.
- Such on-site meetings will not address the organizing of additional bargaining units, the expansion of the current bargaining unit, or strike issues.
- No one shall attend such Union meetings on paid or scheduled work time. Bargaining unit employees may attend while on a scheduled break.

D. Union Annual Meeting

Subject to the operating needs of the Hospital, which shall prevail in instances of conflict, permission for Union Officers employed by the Hospital, for the purpose of attending the Union's Annual Meeting shall be granted. Such bargaining unit employees shall be entitled to receive pay for their regularly scheduled hours at straight time rates during the first day of the Union's Annual Meeting. Employees must request such time off, in writing and in a timely manner.

ARTICLE 11: SENIORITY

Hospital Seniority is defined as the length of continuous employment with the Hospital in any capacity from the most recent date of hire.

Unit Seniority is defined as continuous employment in a department or practice in a bargaining unit position. A bargaining unit employee will lose Unit Seniority when the employee transfers from one department or practice to another department or practice, or takes a non-bargaining unit position.

If two (2) bargaining unit employees have the exact same date of hire, Hospital Seniority will be decided by a coin flip at the time this comes into question. The same process will be applicable if two (2) or more bargaining unit employees have identical Unit Seniority dates.

The Hospital will maintain the Hospital and Unit Seniority lists. Unit Seniority lists will be maintained by the Hospital and will be placed in an accessible location on each department. Bargaining unit employees will notify their Department Supervisor or Manager of any discrepancies, and any corrections, if necessary, shall be made by the Hospital's Human Resources Department.

Bargaining unit employees with two (2) years or more of Hospital Seniority, who terminate employment with the Hospital and are rehired within one (1) year, shall have their Hospital Seniority restored to the employee's prior date of hire for purposes of determining years of service. Unless restored, Hospital and Unit Seniority will be lost upon separation of employment.

ARTICLE 12: VACANCIES

A. Filling Vacancies

1. A vacancy is a newly created position or a position that becomes vacant due to an employee leaving the position either through separation of employment or accepting an alternate position.
2. If the Hospital decides to fill a vacant position, it shall post the position internally for five (5) calendar days. The posting shall include the date of the initial posting, define the full-time, part-time or per diem status, shift information, hours of work, unit, department or practice, pay range and required/preferred qualifications. The Hospital shall send an email notification of a vacant position to bargaining unit employees of that Department or practice when the Hospital posts the position. The Hospital may also decide to advertise the position externally, either at the same time as the internal posting or afterwards. A posted position shall not be filled until after expiration of the five (5) calendar-day posting period.
3. The Hospital shall fill vacancies by hiring the most qualified applicant for the job, taking into account all applicable considerations. All bargaining unit employees who apply and meet the minimum qualifications for a posted position, as reasonably determined by the Hospital, shall be interviewed. Where skill, training, ability, prior performance and experience are relatively equal, the bargaining unit employee with the greatest Hospital Seniority shall be selected.
4. When a bargaining unit employee accepts a new internal position, the Hospital will make reasonable efforts to allow the employee to assume the new position as soon as possible, subject to consideration for skill mix and scheduling needs (not to exceed two [2] months). If mutually agreed upon by the Department leaders and the bargaining unit employee, this period may be extended. If after thirty (30) days from accepting the new position, the Hospital determines that a bargaining unit employee cannot be released from their current position due to the needs of patient care, the bargaining unit employee will be paid at the applicable higher base rate.
5. Bargaining unit employees who accept a new internal position in a different job title (not shift changes, or advancement in career ladder) shall be subject to a sixty (60) day trial period. Internal transfers will receive appropriate orientation and training from their Manager or Supervisor to ensure they can meet the essential functions of their new position. At any time during the trial period, the bargaining unit employee may choose or the Hospital may require the employee to return to their original position, so long as it is posted and has not been filled or eliminated. If the position has been filled or no longer exists, the bargaining unit employee shall be considered laid off with full recall rights. The

Department Director/Manager/Supervisor retains the right to decide whether or not the employee has successfully completed the trial period in the new position and retains the right to terminate the trial period at any time.

B. Shift Changes / Increases in FTE

1. Bargaining unit employees who are without a final written warning in the previous twelve (12) months (unless otherwise agreed between the Hospital and the Union), and who apply for a different shift or apply to increase their full-time equivalent ("FTE") status if there is an opening in the same unit, department, or practice shall be awarded such shift or increased hours based on Unit Seniority.
2. The change in shift or increase in FTE shall occur as soon as possible subject to consideration for skill mix and scheduling needs (not to exceed two [2] months).
3. Except for shift changes in the same unit, department, or practice, bargaining unit employees shall not be eligible to apply for another position (outside of their career ladder) unless they have held the current position for at least six (6) months. The requirement to work at least six (6) months in a position will not apply where the bargaining unit employee returns to their original position during their sixty (60) day trial period.

C. Decreases in FTE

1. A bargaining unit employee's request to decrease their FTE (regularly scheduled hours) shall be submitted in writing to their Manager/Supervisor for approval. The Manager/Supervisor will respond to the employee's request within fourteen (14) calendar days. If approved, the Manager/Supervisor and employee will complete the necessary documentation required by the Hospital's Human Resources Department. Bargaining unit employees granted a decrease in FTE status may be required to work their regularly scheduled hours until a replacement has been found. If denied, the Manager/Supervisor will, upon request from the bargaining unit employee, provide a written explanation for the denial. No request to reduce regularly scheduled hours on a permanent basis shall be unreasonably denied. These denials are not appealable beyond Step 3 of the Grievance Procedure.
2. The decrease in FTE shall occur as soon as possible subject to consideration for skill mix and scheduling needs (not to exceed two [2] months).

D. Temporary Positions

Temporary positions shall be indicated in the posting, and they shall generally not last more than six (6) months, unless there are no qualified regular applicants for the position.

ARTICLE 13: JOB SECURITY

A. Job Erosion

The Hospital agrees not to utilize contracted staff, supervisors and/or other non-unionized Hospital employees to perform bargaining unit work in such a manner that would result in layoffs or the permanent replacement or reduction of hours for current bargaining unit employees.

B. Job Functions

The Hospital 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 set forth in the employee's job description. If required for the Hospital's operational needs, bargaining unit employees agree to perform non-job functions on an as-needed basis.

C. Work Preference

Preference for available bargaining unit work shall be given to bargaining unit employees over temporarily contracted staff.

D. Temporarily Contracted Staff

Temporarily contracted staff may be utilized to perform temporary bargaining unit work (i) for covering a leave of absence, (ii) for posted, unfilled vacancies, (iii) until a new hire has completed unit orientation, or (iv) for unanticipated staffing fluctuations on a temporary basis. Temporarily contracted staff may be renewed as long as one of the above criteria remains satisfied. Temporarily 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 temporarily contracted staff for any of the above criteria, the Hospital will offer a temporary assignment to any qualified per diem or part-time employee.

ARTICLE 14: LAYOFFS AND FURLOUGHS

Section 1. Layoff and Furlough

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 prior level of medical, dental, vision and all other benefits, employment status and seniority, together with an actual or anticipated return to work date.

Laid-off or furloughed bargaining unit employees may request to work in the bargaining unit as a per diem and shall be treated like other per diem bargaining unit employees. Such requests will not be unreasonably denied. Working as a per diem does not change an employee's recall right to a committed hours position.

In the case of a reduction in hours, bumping rights shall apply as for layoffs or furloughs.

A. Notification

The Hospital shall notify the Union of the position classification/job code, department, shift, and FTE or portion thereof for each position to be eliminated at least fifteen (15) calendar days, before the effective date of the layoff or furlough. Upon request, the Hospital, during the fifteen (15) calendar-day period, will meet and confer with the Union to explore alternatives.

B. Selection

The procedure for layoffs or furloughs is as follows:

1. The use of temporarily contracted employees in a Department selected for layoff or furlough shall first be discontinued. A temporarily contracted employee may remain working only if there are no qualified bargaining unit employees willing to do the work (including any bargaining unit employees with recall rights).
2. The Hospital will seek relevant/applicable bargaining unit volunteers for layoff or furlough. If there are multiple volunteers, selection will be in Hospital Seniority order (most senior to least senior) and considering skill and ability to meet the patient care needs of the Department. Volunteers shall be eligible for all vacant positions that they are qualified to perform.
3. Probationary bargaining unit employees.
4. Bargaining unit employees in reverse order of Hospital Seniority. The Hospital may, however, elect not to lay off or furlough any employee with the lowest Hospital Seniority if the skills and abilities of that employee are required to maintain coverage in specialty areas.

C. Bumping Rights

1. In order of Hospital Seniority, the most senior bargaining unit employee in the position designated for layoff under this Article may:

- a. Accept any vacant position for which the bargaining unit employee is qualified; or
 - b. If there is no other available vacant position on the bargaining unit employee's shift with the same or greater FTE, the bargaining unit employee may bump any less senior bargaining unit employee in their Department on any shift, or the least senior bargaining unit employee in the bargaining unit. Any subsequent bump will follow this procedure.
2. Any eligible bargaining unit employee who exercises bumping rights must be qualified for the position and must agree to work the required hours for the position.
3. If there is more than one bargaining unit employee designated for layoff, the other bargaining unit employees, in order of Hospital Seniority, may then invoke the procedure of this subsection.
4. If a bargaining unit employee refuses to bump, the bargaining unit employee waives all rights to bumping and shall be laid off with recall rights.
5. A bargaining unit employee with bumping rights must exercise such rights within two (2) business days of being notified in writing of their bumping options.

Section 2. Furlough Specific

- A. No bargaining unit employee shall be required to be furloughed for longer than twelve (12) weeks, unless the employee agrees to a longer furlough, or until every employee in the Department has had a twelve (12) week furlough.
- B. Furloughed employees may use accrued Earned Time during their furlough, but shall not be required to use any Earned Time. If available, Earned Time will be used to cover the employee's benefits costs. If Earned Time is not available, the bargaining unit employee will make arrangements with the Hospital to repay the amount when the employee returns to work.
- C. In cases where the Hospital is requesting a return from furlough prior to the bargaining unit employee's return to work date, the following will occur:
 - a. Requests to return before a recall date shall be offered by Unit Seniority (highest to lowest) via a conversation. An employee shall respond within forty-eight (48) hours of the conversation.
 - b. If no one agrees to return sooner than their return date, the Hospital may request the least senior person to return to work within seven (7) calendar days from the receipt of the request. Such time limit may be extended with the mutual written consent of the bargaining unit employee and the Hospital.

Section 3. Layoff Recall

- A. Bargaining unit employees shall be recalled by Hospital Seniority.
- B. Bargaining unit employees shall remain on the recall list for one (1) year after the date of layoff, unless the bargaining unit employee fails to accept recall to a position with the same classification/job code, department, shift and FTE as they had when laid off within ten (10) business days of the Hospital's notification of recall.
- C. Recall shall be made by certified mail and personal email, return receipt requested, sent to the bargaining unit employee's address as it appears in the Hospital's records. Bargaining unit employees on furlough or layoff shall keep the Hospital updated on any address changes.
- D. In the event a permanent position becomes available during the period of layoff, that job vacancy will be posted. Employees on layoff shall receive preference to other applicants, provided they meet availability requirements of the posting and are, in the judgment of the Department Manager or Director, fully competent to perform all the duties of the position and work the required hours. Any laid off employee who takes the position shall retain recall rights to the position they held prior to layoff.
- E. The Hospital reserves the right to use temporary help for fill-in of short duration. Bargaining unit employees on the recall list who volunteer to work in a temporary position shall provide the Hospital with current phone numbers and/or email addresses. Before hiring temporary bargaining unit employees from other sources, the Hospital will make every effort to contact the bargaining unit employees, who have volunteered, informing them of the classification/job code, department, shift, FTE and estimated duration of the temporary position. The employee with the most Hospital Seniority who responds within two (2) business days, shall get the temporary position. If no bargaining unit employee responds within the two (2)-day period, the Hospital may hire from any source. Bargaining unit employees who accept temporary positions shall retain recall rights.
- F. A bargaining unit employee will not accrue benefits while on layoff. If recalled within one (1) year of layoff, the bargaining unit employee's seniority date will remain the most recent date of hire.
- G. Upon layoff, all accrued but unused Earned Time will be paid out at the affected bargaining unit employee's base rate of pay in effect at the time of layoff.

ARTICLE 15: HOURS OF WORK

Section 1. Scheduling of Hours to be Worked

- A. Hours for all full and part-time employees will be scheduled on a monthly or cyclical pattern to be posted fourteen (14) days prior to the beginning of that month's schedule. If the date that a schedule should be posted falls on a Monday that is a Hospital recognized Holiday, the schedule will be posted on the Friday prior to the Holiday.
- B. Any changes made after the schedule is posted would be by mutual agreement of the impacted employees and the Department Director or Supervisor/Manager.
- C. There will be a baseline schedule in all Departments for all regular staff. Every effort will be made to honor baselines, with the understanding that baseline schedules are subject to change. The Hospital will make every effort to adjust baseline schedules (including weekend rotation, shift, and/or normal hours for an employee's shift) through seeking volunteers first. In the event that there are no volunteers available, the Hospital will notify the impacted bargaining unit employee two (2) weeks prior to the start of the new schedule of a change to their baseline schedule. When necessary to temporarily change baseline schedules, the Hospital will make every effort possible to make changes on an equitable rotation and will return the bargaining unit employee back to their original baseline schedule as quickly as possible.
- D. Employees who maintain per diem positions as alternates to regularly scheduled hours will have baseline hours in the primary department honored prior to being scheduled to work per diem hours in the alternate position whenever possible.
- E. Employees hired for day shift will be given a paid Sleep Day after working an assignment on the night shift (scheduled or called in).
- F. In making staffing decisions, the Hospital shall make every effort to assign available hours, shifts, and schedule preferences to full-time, part-time, or per diem bargaining unit employees prior to utilizing travelers, unless otherwise required for patient care.

Section 2. Requests for Time Changes and Days Off

- A. A Supervisor/Manager will make every effort to work with an employee to be able to take time off.
- B. When possible, requests for changes in work schedule or days should be made prior to the beginning of the new posted schedule. No requests made within this timeline shall be unreasonably denied.
- C. Requests made after this date will be approved if coverage is not needed. A Director or Supervisor/Manager may require an employee to find appropriate coverage if it is necessary for Hospital operations.

Section 3. Sleep-In Policy

All requests for sleep-in duty must have the prior approval of the Department Manager/Director.

Section 4. Radiology

Radiology 36 and 40-hour weekend shift: A radiology employee who is scheduled to be on site thirty-six (36) or forty (40) consecutive hours on a weekend may sleep when not attending to patient needs during the 36 or 40-hour shift and will be paid their base rate plus applicable differentials for all hours on site.

Radiology 24-hour shift: A radiology employee who is on site twenty-four (24) consecutive hours may sleep when not attending to patient needs during the 24 hour shift and will be paid their base rate plus applicable differentials for all hours on site.

Section 5. Straight Shifts

Employees who work a straight shift without a meal period at the time of the ratification of this Agreement will continue that practice, including, but not limited to: Switchboard and ED Registration Evenings and Nights; Evening Phlebotomy; Radiology Nights; Lab Techs; 36-Hour Weekend Tech.

Section 6. Meal Periods

- A. An employee who is working a shift of eight (8) or more hours will be scheduled to take a 30-minute unpaid meal period.
- B. If a Department Director or Manager/Supervisor determines that patient care needs require that the employee remain on the unit, without benefit of a meal period where the employee is not free to use the time as they choose, and so instructs the employee, they shall be paid for their meal period.
- C. BMH Medical Group practices will schedule their unpaid meal break (thirty [30] minutes or one [1] hour) according to the practice schedules.
- D. In general, meal periods may not be used to report to work late or leave work early. Exceptions to this rule must be approved by the bargaining unit employee's Manager/Supervisor.

Section 7. Rest Periods

A paid fifteen (15) minute rest period will be authorized for each four (4) hour work period, depending on operational responsibilities.

Section 8. Temporary Reduction in Employee Scheduled Hours

- A. Bargaining unit employee requests to have a temporary or periodic decrease in hours worked shall not affect the category in which the employee is classified unless such change in hours is approved by the Department Director, Manager/Supervisor to become the employee's normal scheduled work week.
- B. The Hospital may require a bargaining unit employee that is reducing their committed hours to maintain their current position for a period of no more than sixty (60) days.
- C. The Hospital and employee may, by mutual agreement, and without utilizing the bidding procedure, temporarily change the status of an employee to satisfy staffing needs resulting from vacations, vacancies or the like. Eligibility for group health, dental and long-term disability insurances is not affected by a temporary change in hours.

ARTICLE 16: OVERTIME

There is a commitment to working collaboratively to assure efficient care delivery systems and to support reasonable quality of work life for employees while avoiding the costs associated with inefficient systems.

Section 1. Overtime Guidelines

Overtime cannot be worked without prior supervisory approval, except in an occasional situation when the bargaining unit employee is involved in direct patient care and is unable to notify their supervisor but will do so as soon as practicable or on the Variance Sheet.

- A. All work performed in excess of forty (40) hours in a week shall be paid at one and one-half (1 1/2) times the employee's average base salary including differentials.
- B. Extra time hours will be allocated as uniformly as possible and in such a manner as to minimize the use of overtime. Overtime will also be allocated as uniformly as possible. It is the bargaining unit employee's responsibility to notify their Department Director or Manager/Supervisor and/or scheduler in writing of the bargaining unit employee's availability for overtime or extra time.

Section 2. Urgent Pay

Urgent Pay is specifically designed to provide additional compensation for bargaining unit employees who agree to fulfill urgent staffing needs.

1. If Management decides that a unit requires additional staffing within twenty-four (24) hours from the start of the shift, Management will offer Urgent Pay, and may opt to utilize Urgent Pay in advance of the twenty-four (24) hour window if needed.

2. Urgent Pay will be paid at the rate of two (2) times the employee's base wage.
3. In the case of not-needed/downstaffing, any bargaining unit employee on an Urgent Pay shift may volunteer to go home. However, if they stay on shift, they will do so at their regular rate of pay.
4. For per diems to be eligible for Urgent Pay, they must meet the requirements of the Per Diem Bargaining Unit Employees section in the Employment Status Article. For employees who hold a regular part-time or full-time position and hold one (1) or more per diem alternate positions in other departments, scheduled hours associated with their regular position will count toward these requirements.
5. Employees who are offered and choose not to accept additional hours for available shifts that are to start greater than twenty-four (24) hours will not be eligible for Urgent Pay if the hours remain uncovered within twenty-four (24) hours of start time.

Section 3. Mandatory Overtime

There shall be no mandatory overtime except when the Hospital determines that there is an emergency situation where the safety of patients require its use and when there is no reasonable alternative. In an emergency situation where patient safety requires its use, the Hospital 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.

ARTICLE 17: STAFFING

- A. High quality patient care and excellent service is the shared goal of the Hospital and the Union. The Hospital and the Union agree that staffing the Hospital with the appropriate number of bargaining unit 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 who seek care at the Hospital.
- B. The Hospital and the Union agree that patient care should be patient centered, always treating the patient with the highest respect, and honoring their values, preferences and needs, and that care is competent, effective, and collaborative.
- C. The Hospital will make every effort to abide by safe staffing standards, with a volume-based staffing approach taking into account acuity, utilizing methods aiming to provide adequate coverage by scaling staff to match the number of patients or services needed at any given time and to optimize costs and quality of care.

- D. The Hospital and the Union also agree that department 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 Hospital agrees to the following:
1. Staffing Policies, Procedures, and Protocols. The Hospital 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 bargaining unit employees.
 2. Staffing Committee. For positions covered by this Agreement a Staffing Committee will be established at the request of either party. The parties will meet within thirty (30) days from the ratification of this Agreement to determine the composition and operational details of the Staffing Committee.
- E. In the event that any bargaining unit employee believes in their professional opinion they have been given an assignment that is unsafe, outside of their scope of practice, or that in their opinion endangers patient care, they will immediately notify their Manager or Supervisor, who 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. The form shall include the employee's name, shift, date, description of the incident, unit, Supervisor to whom they submitted the form, and the Supervisor's response. These forms shall be sent to the relevant Director and shall be reviewed at the Staffing Committee meetings. Nothing in this paragraph shall limit the rights of employees under the Healthcare Whistleblower's Protection Act, 21 VSA § 507.

ARTICLE 18: STAFFING ADJUSTMENTS

- A. The Hospital and the Union recognize that variations in census, acuity, and service delivery requirements may occur.
- B. Upstaffing. During periods of high census and/or high acuity, increased service delivery and/or when there is a need for additional bargaining unit employee staffing, the following priority will be used:
1. Bargaining unit 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 Hospital may also consider the impact of any overtime that may be incurred as the result of the need to upstaff.
 2. Temporary non-bargaining unit contracted staff will be asked to work additional shifts.

- C. Downstaffing. During periods of low census or lack of work due to technical failures or other reasons, the normal workday and/or workweek may be decreased.

A bargaining unit employee who has been downstaffed may request the opportunity to complete any available work on mandatory training or other educational requirements, prior to leaving for the remainder of their shift. Such requests will be submitted to the Department Director, Manager, or Supervisor for approval, prior to commencing any such work.

If fewer staff are required, the below priority will be used:

- i. Travelers working beyond their contracted hours (overtime) will be canceled.
- ii. Urgent Shifts Canceled: Employees working urgent pay shifts will be canceled.
- iii. Overtime Canceled: Staff working overtime hours will be canceled.
- iv. Travelers working their contracted hours.
- v. Volunteers: If there is more than one (1) volunteer, selection will be made on a rotating basis as defined above. The Hospital will maintain an updated list of dates of employees.
- vi. Per Diem Canceled: Per diem employees will be canceled on a rotating basis as defined above.
- vii. Regular staff in accordance to a downstaffing rotation list.

The Unit Seniority rotation list shall be maintained by the Department Manager (or designee) and be accessible to all bargaining unit employees.

ARTICLE 19: FLOATING

- A. Floating provides an opportunity to support the Hospital's patients and promote patient safety while facilitating the development of increased professional relationships across departments, units, or practices. Bargaining unit employees may be required to float based on their workload and patient care needs as determined by the Hospital.
- B. For purposes of this Agreement, "floating" means a reassignment to work on a unit, department, or practice, other than their home unit, within the employee's current established competencies and skills. The receiving unit, department, or practice will determine the floating assignment.

- C. The parties agree that all bargaining unit employees assigned to float to a particular department, unit, or practice are properly trained, oriented, and familiar with the general policies and procedures of that department, unit, or practice.
- D. Before assigning a bargaining unit employee to float, the Hospital will first seek volunteers from among qualified employees who possess the established competencies and skills required for such an assignment.
- E. If more than one (1) qualified bargaining unit employee volunteers for a float assignment, the bargaining unit employee with the greatest Unit Seniority will be selected.
- F. If no qualified bargaining unit employee volunteers for a float assignment, floating assignment will be made on a rotational basis, taking into account each employee's workload and the Hospital's operational needs.
- G. The Department Manager will be responsible for maintaining a readily accessible log of bargaining unit employees who have floated, including the department to which the employee was assigned and the date of each assignment. The parties agree to collaborate on determining the specific details to be documented in this floating log and on establishing consistent documentation procedures.
- H. A bargaining unit employee who has been floated pursuant to this Article will return to their home unit when it is determined that the patient care needs of that department, unit, or practice is greater than those of the unit to which they were floated.
- I. A float differential will be applied to Medical Assistants (MAs), Certified Medical Assistants (CMAs), and Patient Service Representatives (PSRs) floating within the BMH Medical Group practices. To qualify, the employee must float for a minimum of four (4) hours in a single workday. Float assignments of less than four (4) hours in a day are not eligible for this float differential.

ARTICLE 20: WAGES

A. Initial Wage Adjustment and Step Placement

- 1. Unless otherwise stated in this Agreement, all economic items and the 20-step wage table incorporated into this Agreement as Appendix A shall take effect as soon as practicable after ratification of this Agreement. Each bargaining unit employee shall i) first receive a 3% wage increase, and ii) then be placed on the wage step closest to, but not less than their new rate of pay.

2. If a bargaining unit employee's new rate is greater than the maximum step for their position, the employee shall be placed on the maximum step and will continue to receive their new rate until the rate for the maximum step in their position exceeds their current rate.
3. Any bargaining unit employee with a step placement that is below the step placement they would have been on, based on their most recent date-of-hire and undisputed experience, will be moved up one (1) additional step. The parties acknowledge that the date-of-hire may not always be the appropriate placement, and the parties will work collaboratively to make adjustments to the proper step placement according to the procedures in Section C. No bargaining unit employee will be adjusted downward as a result of this process.

B. Annual Pay Increases

1. FY27 – Increase. Effective with the first full payroll period in fiscal year 2027 (October 2026), the hourly rate for bargaining unit employees below the top step shall increase by three and a half percent (3.5%). This includes a one and a half percent (1.5%) range wage increase, together with an increase in the minimum wage to nineteen dollars (\$19) per hour, and the eligibility for a step increase of two percent (2%). In addition, any bargaining unit employee with a step placement that is below the step placement they would have been on based on the calculation in Section D of this Article, will be moved up no more than two (2) additional steps.
2. Effective in the last full pay period in fiscal year 2027, any bargaining unit employee with a step placement that is below the step placement they would have been on based on the calculation in Section D of this Article, will be moved to their correct step, minus one (1) step.
3. In any fiscal year, any bargaining unit employee who is at the top step, or who reaches the top step, will receive a lump sum bonus equal to two percent (2%) minus the base increase the employee received of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.

C. Step Correction Process

1. Using the new hire criteria set forth in Section D below, the parties agree to work collaboratively to determine the proper step placement of every bargaining unit employee. Within three (3) months after ratification, the Hospital will provide the Union with an initial list of the Hospital's determination of the appropriate step placement for each bargaining unit employee.
2. If the Union disagrees with any step placement, it will provide the Hospital a single list of all bargaining unit employees who disagree with their step placement and a copy of each

listed employee's relevant experience. The list will contain both the bargaining unit employee's assigned step and the new step sought. The list will be provided no later than two (2) months after the Union receives the list from the Hospital.

3. The Hospital agrees to complete its review of the Union's list within one (1) month of receiving the list from the Union.
4. Both the Hospital and the Union agree that if either party requests an extension to complete their respective work, such requests will not be unreasonably denied.
5. Disputes about proper step placement may proceed under the grievance process, except that such disputes shall not be subject to arbitration.

- D. 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 relevant experience (as calculated below).

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

1. Criteria:

Each step equals one (1) year of experience.

Step 1 = < 1 year experience

Step 2 = 1 year experience

Step 3 = 2 years, etc.

2. Criteria Definitions:

- a. All work experience in a position that is the same as the position at the Hospital will receive one hundred percent (100%) credit.
- b. All work experience that is not the same but is relevant in clinical content, technical content, or operational content as reasonably determined by the Hospital will receive fifty percent (50%) credit.
- c. All work experience at the Hospital that is neither the same as, nor directly relevant to the newly hired position will be credited at twenty-five percent (25%), provided it does not exceed one (1) step.
- d. 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 twenty (20)

scheduled hours per week. Any time less than six (6) months is rounded down, and time equal to or over six (6) months is rounded up.

- e. Previous step or salary is not a consideration to step placement.
- f. A rehired individual who has been gone from the Hospital for more than twelve (12) months will be considered a new hire unless they are recalled from a layoff.

E. Step Placement for Different Positions within the Bargaining Unit

1. If a bargaining unit employee moves to a different position or pay range within the bargaining unit that is within the same career ladder, the employee will be placed in the new range based on the same step they maintained in the lower range.
2. 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 D above. If this causes the employee to lose pay, the Hospital may, in its discretion, place the employee on a higher step.

F. Career Ladders

Upon agreement by the parties, the parties shall meet to negotiate the components of specific career ladders in any specific department or cost center within the bargaining unit. The parties agree they will meet to negotiate for the following groups: Lab, Ultrasound, Surgical Scrub Tech, and CSP.

ARTICLE 21: DIFFERENTIALS

The Hospital shall pay the following differentials to bargaining unit employees upon ratification of the Agreement:

A. Per Diem Differential

Per diem employees will be paid a per diem differential of two dollars (\$2.00) per hour for all hours worked.

B. Evening & Night Differential

1. The evening shift differential will be paid at a rate of four dollars (\$4.00) per hour.
2. The night shift differential will be paid at the rate of eight dollars (\$8.00) per hour.

3. If an employee works two (2) hours or more beyond the day shift zone (3:00 PM) or evening shift zone (11:00 PM), all time worked beyond the designated times shall include appropriate evening or night shift differential.
4. For those employees working twelve (12) hour shifts, differentials will be paid for those hours worked during the applicable differential period.

C. Weekend Differential

Weekend differential of four dollars (\$4.00) per hour shall be paid to employees who work weekend hours beginning with the night shift Friday night at 11PM and ending with and including the night shift on Sunday. This definition of weekend is for differential purposes only, not for purposes of weekend scheduling shifts or rotation requirements.

D. Holiday Differential

1. **Thanksgiving.** Double time shall be paid to employees who work on the holiday beginning with Thanksgiving eve, 11:00 PM through 11:00 PM Thanksgiving Day. A holiday differential of ten dollars (\$10.00) per hour in addition to the double time shall be paid to employees, who are called back to the Hospital from on-call, to work on the Thanksgiving holiday, as designated in this Agreement.
2. **Christmas Eve/Day.** Double time shall be paid to employees who work on the holiday beginning with Christmas Eve, 3:00 PM through 11:00 PM Christmas Day. A holiday differential of ten dollars (\$10.00) per hour in addition to the double time shall be paid to employees, who are called back to the Hospital from on-call, to work on the Christmas holiday, as designated in this Agreement.
3. **New Year's Eve/Day.** Double time shall be paid to employees who work on the holiday beginning with New Year's Eve, 3:00 PM through 3:00 PM New Year's Day. A holiday differential of ten dollars (\$ 10.00) per hour in addition to the double time shall be paid to employees, who are called back to the Hospital from on-call, to work on the New Year's holiday, as designated in this Agreement.
4. **Memorial Day.** Time and one half (1½) shall be paid to employees who work on the holiday beginning with Memorial Day Evening, 11:00 PM through 11:00 PM Memorial Day. A holiday differential of ten dollars (\$10.00) per hour in addition to the time and one half (1½) shall be paid to employees, who are called back to the Hospital from on-call, to work on the Memorial Day holiday, as designated in this Agreement.
5. **Juneteenth.** Time and one half (1½) shall be paid to employees who work on the holiday beginning with Juneteenth eve, 11:00 PM through 11:00 PM Juneteenth. A holiday differential of ten dollars (\$10.00) per hour in addition to the time and one half (1½) shall

be paid to employees, who are called back to the Hospital from on-call, to work on the Juneteenth holiday, as designated in this Agreement.

6. **July 4th.** Time and one half (1½) shall be paid to employees who work on the holiday beginning with Fourth of July eve, 11:00 PM through 11:00 PM Fourth of July Day. A holiday differential of ten dollars (\$10.00) per hour in addition to the time and one half (1½) shall be paid to employees, who are called back to the Hospital from on-call, to work on the Fourth of July holiday, as designated in this Agreement.
7. **Labor Day.** Time and one half (1½) shall be paid to employees who work on the holiday beginning with Labor Day eve, 11:00 PM through 11:00 PM Labor Day. A holiday differential of ten dollars (\$10.00) per hour shall be paid to employees who are called back to the Hospital from on-call, to work on the Labor Day holiday, as designated in this Agreement.
8. For those employees working twelve (12) hour shifts, differential will be paid for those hours worked during the applicable differential period.

E. On-Call

1. Perioperative Services: Non-exempt employees taking on-call in Perioperative Services shall be paid seven dollars (\$7) per hour, when on-call. Each time they are called back to the Hospital from on-call status, on-call pay stops and they shall be paid for all time worked, but in no event for less than two (2) hours for each call-in at time and one half (1½). Perioperative Staff is expected to report to work within thirty (30) minutes unless otherwise indicated by the Supervisor/Manager.

If a day shift employee in Perioperative Services has been on-call, and in fact worked a total of four (4) hours while on-call, and at least two (2) of those hours were between the hours of midnight and 6:00 AM, said employee may elect not to work the day shift immediately following the midnight to 6:00 AM shift. The employee shall not receive any pay for the time not worked. Nor shall the employee be disciplined for not working providing that, prior to leaving the Hospital after working hours between midnight and 6:00 AM, the employee told the Department Director/Supervisor that they would not be reporting for the day shift.

Employees working in Perioperative Services will be notified of On-Call and NN/OC for the next day after the surgical schedule is reviewed and it is determined there is a need for less staff. One (1) employee will be placed on-call in this situation. The employees will be available for the 7:00 AM-3:30 PM shift and voluntarily float to all the other units as patient care warrants as per Article 19 of the Agreement. Staff will only be notified by

5:30 AM by the night Supervisor/Manager if the N/N is canceled due to a staffing issue. An on-call person can be called at any time after 5:30 AM.

When preparing the schedule, the Hospital will schedule on-call as equitably as possible. In distributing scheduled on-call the amount of on-call shifts assigned shall be in proportion to the employees' scheduled hours, provided, however, that an employee may volunteer for and be assigned more than their proportionate share of on-call.

2. Not-needed On-Call (NN/OC): It is understood that all employees may be assigned not-needed time or placed on-call. It is further understood that an employee who otherwise would be assigned not-needed time or placed on call, may, pursuant to the Not-Needed Time Distribution policy, be entitled to displace another employee who had previously been assigned less not-needed time. A bargaining unit employee placed on-call will be reachable by telephone/pager during the assigned on-call period. Employees on-call should arrive within fifteen (15) minutes plus their normal home commute time.

A bargaining unit employee placed on-call when not needed will be paid five dollars (\$5.00) per hour for all hours on-call.

- a. If the employee is called to return to work, on-call pay stops and the employee will be paid at a rate of one and one half (1 ½) times his/her normal rate for all hours worked with minimum of two (2) hours, provided, however, that their pay does not exceed what they would have earned on that shift (excluding the on-call pay).
- b. At the request of the on-call employee, the on-call status may be changed to not-needed at the discretion of the Supervisor.
- c. An employee in all departments given a not-needed or on-call on Christmas or Thanksgiving holidays will be paid fifteen dollars (\$15.00) per hour for all hours not-needed or on-call in addition to having the option of using Earned Time.

F. Temporary Position Differential

1. The Hospital may designate certain temporary employee position(s) for four (4) weeks or more as eligible for a differential of five dollars (\$5.00) per hour. These position(s) will be posted with the designation of temporary position(s). All regular and/or per diem staff may bid on the posted position and must commit to work all requirements of the position (including but not limited to on-call, weekend, and holiday rotation). Selection criteria will be in accordance with Article 12 "Vacancies".
2. Bargaining unit employees applying for a temporary position must fulfill all requirements of their regular position and not incur overtime as a result of assuming hours in the temporary position. Individual(s) selected will be paid the differential only for hours

worked within the temporary position. Planned time off which is to occur during the temporary assignment must be requested, in writing, at the time the job bid is submitted.

3. When a per diem employee is awarded a temporary position in its entirety, they will continue to receive their Per Diem Differential (\$ 2.00) in addition to the Temporary Differential (\$5.00) and any other applicable shift/weekend differentials. For assignments thirteen (13) weeks or longer, the employee will also be eligible for Hospital Benefits (health/dental). As per plan eligibility, the temporary employee must be budgeted to work a minimum of twenty (20) hours per week to be eligible to enroll in the health/dental plan.
4. Completion of Assignment: Upon completion of the temporary assignment, all bargaining unit staff shall return to their previous shift, schedule, and Department.
5. Bargaining Unit: All temporary positions awarded to current bargaining unit staff are considered bargaining unit positions and have full protections under the Agreement.

G. Short Notice Differential

The short notice differential is available to any bargaining unit employee who works evenings, nights, or weekends in addition to their regular day schedule. If the Hospital determines that a unit needs additional bargaining unit employees to cover an unanticipated extended vacancy within the currently posted schedule, those employees who accept additional hours, greater than twenty-four (24) hours in advance, shall receive the short notice differential ten dollars (\$10.00) per hour for the additional hours worked; in addition to any overtime compensation, if applicable.

H. Lead Differential

Bargaining unit employees who are assigned or designated by their Department Director or Manager/Supervisor as a Lead for a particular shift, will receive a differential of one dollar and fifty cents (\$1.50) per hour for all hours worked in that assignment.

I. Preceptor Differential

Preceptor differential of one dollar and fifty cents (\$1.50) per hour shall be paid to the preceptor(s) who is scheduled by the Department Director or Manager/Supervisor while performing the duties of preceptorship for clinical positions. Preceptor differential will be offered in accordance with Article 23, Section 1.B. An employee covering an unexpected absence of the scheduled preceptor will be eligible for the differential.

If an employee is acting as both Lead and Preceptor during a shift, both differentials will apply for all hours worked.

J. Training Differential

The training differential will be one dollar per hour (\$1.00). The training differential will be paid when a Department Director or Manager/Supervisor assigns an employee to work as the designated trainer for another employee during that employee's orientation period for a specific period of time, not less than one (1) full day. The training differential will not be paid to employees who provide general training as part of daily operations (e.g., showing other employees how to do a certain task). The training differential also will not be paid to employees in a position where training is part of their job duties, like those in a Lead position.

K. Float Differential

A float differential of two dollars (\$ 2.00) per hour will apply to eligible bargaining unit employees who float in accordance to Article 19.

ARTICLE 22: LEAVES OF ABSENCE

- A. A leave of absence without pay may be granted to regular full-time and part-time employees upon approval of the Department Manager/Director and Human Resources.
- B. A leave of absence without pay may be granted for the following reasons: Education, Medical, Military, Newborn Infant Care, Legislative Leave, and Family and Medical Leave. A request for a leave of absence will be considered based upon the employee's length of service, work record, reason for desiring the leave and the staffing requirements of the Department. The employee will be notified in writing of any benefit changes which result from the leave.
- C. An employee returning from a discretionary medical or a newborn infant care, leave of absence within three (3) months of commencing the leave shall be reinstated to their prior position (unless that position has been eliminated) provided the employee is willing to work the same number of hours and the same shift as they worked prior to the leave. If the medical or newborn infant care leave exceeds three (3) months and/or is combined with another approved leave, or sick leave, and the combination of leaves exceeds three (3) months, the employee's right to return to their prior position shall be the same as that accorded to employees as stated in the next paragraph. Employees returning from leaves of absence will be reinstated to their prior position only if that position is available and the employee is willing to work the same number of hours and the same shift as they worked prior to the leave. If that position is not available, the employee shall be placed in another bargaining unit position which is vacant and for which the employee is qualified. If there is no vacancy, the returning bargaining unit employee will be able to displace another bargaining unit employee with the least Unit Seniority, provided they are qualified to do the job and is willing to work the required hours and shift. Following their return to employment, the employee will be permitted to bid on their prior position when

it becomes vacant. Providing they are willing to work the required number of hours and shift, the employee will be given preference over all other employees bidding for that position

Section 1. Education

Eligibility - One (1) Year of Continuous Employment

An Education Leave of Absence may be granted for a maximum of one (1) year. When an eligible employee requests an Education Leave of Absence, application must be made at least one (1) month prior to the commencement of the leave. The employee must present explicit information, including course of study, dates of the leave etc., to the Department Manager.

Section 2. Discretionary Medical

Eligibility - Three (3) Months of Employment.

A leave of absence may be granted for discretionary medical reasons, regardless of the amount of accrued sick bank/Earned Time, for the period of time the employee is physically unable to perform the duties of their job, but in no event for a period to exceed three (3) months. Parental leave is to be treated as any other medical disability.

To qualify for discretionary medical leave, the employee will be required to submit a physician's statement indicating the nature of the disability, the limitations of the disability, and the estimated date that the employee will be able to resume their normal duties. The Hospital may, at its discretion, require an examination by a doctor of its choice, providing, however, that if it exercises this option, it shall pay the full cost of the examination.

The Hospital may require that, prior to an employee's returning to work from a medical leave of absence (or at any time a medical disability becomes apparent), the employee obtains a physician's statement indicating that the employee is physically capable of performing the duties of their job without risk to themselves or others. The maximum period of time allowed for a medical disability may be extended for up to six (6) months beyond the three (3) month period at the sole discretion of the Hospital.

Section 3. Military

Eligibility: No length of service requirement.

Active Service: A leave of absence will be granted for the amount of military active service required, pursuant to the requirements of Federal Law.

Section 4. Military Summer Training

Employees, who have completed their probationary period, are members of a military reserve organization of the Armed Services of the United States and are required to report for training shall be eligible for compensated military leave by making up the difference between their base pay for their approved scheduled work week and that pay received from the Government. The Hospital shall not be obligated to compensate an employee beyond a fifteen (15) day training period.

An employee may use accrued Earned Time for all or portions of the training period. The employee must submit a statement indicating wages received for military duty to the Hospital when requesting compensation.

Section 5. Excused Time Off Leave: Excused Time Off

Employees who are not eligible for a leave of absence may be allowed time off without pay at the discretion of Management, providing the length of the excused time is four (4) calendar weeks or less.

Section 6. Legislative Leave

The Hospital will comply with Title 21 Vermont Statutes Annotated Section 496 relating to running for and serving in Vermont Legislature.

Section 7. VT Parental and Family Leave Law (VTPFLL) and Family and Medical Leave Act (FMLA) and Short-Term Family Leave

- A. The Hospital will provide parental, family, medical, and short-term family leave in compliance with applicable state and federal law.
- B. Eligibility criteria will be determined by each state or federal law.
- C. After one (1) year of continuous employment, bargaining unit employees will receive their FTE equivalent of two (2) weeks of paid parental leave upon the birth or adoption of a child. Additional paid time may be taken from the bargaining unit employee's Earned Time Bank.
- D. An employee may be granted a leave of absence to provide care to a newborn infant. This leave shall not exceed six (6) months and shall be in addition to, and run on consecutively with, any medical disability for which the employee was eligible.
- E. If an employee returns from parental leave in three (3) months or less, the employee will be returned to their former position. If an employee returns after three (3) months, the Hospital will make every reasonable effort to return them to their former position, or a substantially similar position. If their former position becomes available within twelve (12) months, they will have the first opportunity to return to the former position.

- F. Upon return from Parental Leave, the breastfeeding/chest feeding parent will meet with their manager to determine appropriate scheduling to meet the needs of the breastfeeding/chest feeding parent.

Section 8. Paid Bereavement Leave

- A. The Hospital will provide unpaid bereavement leave in compliance with applicable state law.
- B. Full-time and regular part-time bargaining unit employees are eligible for up to three (3) days off, with pay, at base hourly rate, following a death of a family member, provided they are currently scheduled work days. A bargaining unit employee may use their Earned Time or unpaid time for additional time off.
- C. A family member is defined as:
 - 1. Spouse, Civil Union or Domestic Partner.
 - 2. Child (regardless of age), which includes the employee's biological, adopted, or foster child, the employee's step child or legal ward, a child of the employee's spouse or civil union or domestic partner, a child to whom the employee stands or stood in loco parentis, or any individual for whom the employee provides caregiving responsibilities similar to those of a parent-child relationship.
 - 3. Parent, which includes the parent of the employee's spouse or civil union or domestic partner, including biological, foster, adoptive or step relationships. It also includes the legal guardian of the employee or employee's spouse or civil union or domestic partner. And, it includes a person who stands or stood in loco parentis for the employee or the employees spouse, civil union or domestic partner.
 - 4. Sibling, Grandparent, or Grandchild of the employee or the employee's spouse, civil union or domestic partner, regardless of whether relationship is biological, foster, adoptive, or step.
- D. In the event of the death of a spouse, civil union or domestic partner, or child, the employee may receive up to a maximum of five (5) days off with pay provided they are currently scheduled work days.
- E. Employees are entitled to receive bereavement pay up to their regularly hired hours, as reflected in their personnel file.
- F. Per diem employees, if scheduled, are eligible for one (1) day of bereavement leave pay.

- G. Before utilizing bereavement leave, each employee must review the proposed leave with the Department Director or Manager/Supervisor. The Hospital may require documentation. Abuse of this benefit shall be considered just cause for discharge.
- H. The Hospital shall work collaboratively with an employee to arrange for unpaid leave of up to three (3) days for the death of a loved one other than those mentioned in this Section.
- I. Paid Bereavement Leave does not have to be taken in the same week, but must be taken within six (6) months of the death.

Section 9. Jury Duty or Court Appearance Under Subpoena

- A. The Hospital will provide jury duty leave in compliance with applicable state and federal law.
- B. Jury duty or a court appearance under subpoena for a job-related court appearance, pertaining to the Hospital, are authorized absences.
- C. Employees must notify their Department Director or Manager / Supervisor as soon as possible when they are selected for jury duty or court appearance under subpoena.
- D. Full-time regular and part-time regular employees are eligible to be paid the difference between their basic pay, including differential, and payments for jury duty for the period the individual is required to be absent from work to be in court. Time will be paid only for hours actually spent in the court appearance.
- E. Payment is contingent upon presentation of a written statement as to the days and hours served and pay received. In no event will the employee receive more by appearing in court than they would have made working.
- F. If the employee is subpoenaed to appear as a witness on behalf of the Hospital, they will be paid for the time spent in court according to standard time and pay policies. If subpoenaed to appear on a scheduled day off, an alternate day off may be requested. Requests for an alternate day off will not be unreasonably denied. In cases where jury duty or appearance as a witness fills only part of a scheduled work shift, the employee will call in to their Department Director or designee to determine if there is a need to return to work.
- G. If the shift has been covered by other staff, the employee will be given the option of returning to work or using Earned Time for the remainder of the shift. Staff being scheduled to cover for jury duty or court appearance will be made aware that the coverage provided may be for all or only part of a shift. For bargaining unit employees who work scheduled shifts other than Monday to Friday day shift, reasonable accommodations will be made.

- H. Shift coverage for an employee responding to a subpoena will be provided at the request of the employee.
- I. Night shift employees will not be required to work the shift the day prior to or the day-of a subpoena for a court appearance under this Section, but they may volunteer to do so. In the event that a night shift bargaining unit employee opts to not work the shift the day prior or the day of Jury Duty, they will be paid regular pay, including differentials, for those missed shifts.
- J. The Hospital will work with an evening shift employee to determine what the employee's needs are in the situation of a Hospital related court appearance or a subpoena for Jury Duty in order to provide safe patient care. Reasonable scheduling accommodations will not be denied for evening shift employees under this Article.

ARTICLE 23: EDUCATION AND PROFESSIONAL DEVELOPMENT

Section 1. Orientation of an Employee

A. Orientation and Training

1. A structured orientation will be provided for newly hired employees, cross-training employees, transferring employees, and contract employees.
2. A plan of orientation for each scenario listed above, including preceptorship as necessary, will be guided by a checklist tailored to the specific needs of each department. These department specific checklists will be determined in departments by collaboration of the Department Director, Manager, or Supervisor and bargaining unit employees within the unit.
3. The orientation to the department's social, philosophical, and systems structure shall be done during the organization's orientation process.
4. Bargaining unit employees will be provided all necessary training on procedures, equipment, and any other requirement of an assignment.
5. Bargaining unit employees agree to complete assigned training.
6. Hours spent in training will be worked hours.
7. Additional orientation will be provided to any employee who makes a reasonable request to the Department Manager/Director stating that they do not feel prepared to perform certain required duties.

B. The Preceptor Role

1. Clinical positions within the bargaining unit that are eligible for assigned preceptors shall be determined by the Director or Manager of each respective Department in consultation with preceptors in the department.
 2. Preceptors are bargaining unit employees assigned by the Hospital to precept: (i) new bargaining unit employees (including employees new to a department) during their orientation period.
 3. Precepting involves focused, personalized guidance, and signing off on a preceptee's competencies. Bargaining unit employees including a primary duty of acting as a preceptor or educator will not be considered a preceptor under this Article.
 4. The Hospital will assign preceptors based on skill and ability. If the Hospital assigns a bargaining unit employee to precept, preceptor training will be made available. All bargaining unit employees fulfilling the role of preceptor may be required to attend any established preceptor training.
 5. A preceptor will only be required to orient one (1) employee during a single shift.
 6. All preceptors will be scheduled in advance for any shifts where they are expected to perform the duties of a preceptor. However, if an employee scheduled to precept calls out or swaps a shift, another bargaining unit employee can be assigned as a preceptor for that particular shift. Whenever possible, the alternate preceptor and the orientee must be notified in advance of the shift.
 7. The preceptor and the orienting employee shall share the same patient assignment that meets the safe staffing guidelines of the department and is appropriate for the orientee's level of skill. A discussion will occur between the Manager and the preceptor to determine the assignment.
 8. An orientee will have one (1) primary preceptor. Orientees will be assigned to take the same shift as the preceptor. When the orientee's primary preceptor is unavailable, an alternate preceptor will be assigned.
 9. See Article 21 for Preceptor Differential.
 10. The Department Manager/Director/Supervisor will consult with the preceptor(s) prior to making the determination that an employee has completed the department orientation program.
- C. During the Hospital's New Hire Orientation, the Union shall be provided three-quarters (3/4) of an hour to provide information on a scheduled basis, i.e., definition of Union, content of Agreement, application of Agreement, resource persons for problems, grievance procedure,

officers of the bargaining unit. The Union representative on payroll and the employee will be paid.

- D. The Union will be given two (2) weeks' notice of the Hospital's New Hire Orientation program, including the names, contact information, and positions they have been hired for of all the anticipated participants. This information will be sent to the Union's Vice President at their preferred email address.

Section 2. Professional Support and Professional Practice Development

If an employee is deemed to require additional professional support to develop necessary expertise, the employee and the Department Manager/Director/Supervisor shall design a program of such support.

Section 3. Attendance of Education Programs

- A. At the sole discretion of the Department Manager/Director/Supervisor, the Hospital may grant time off with or without pay to attend educational meetings. If the employee is to be paid, they shall be paid only for the number of hours they are regularly scheduled to work, unless otherwise specifically authorized.
- B. When a request to attend an educational meeting is made, the bargaining unit employee will be informed, before registration fees are paid, whether and for how many hours they will be compensated.
- C. Full-time or part-time bargaining unit employees who have successfully completed their probationary period may request, in writing, to their Department Director permission to participate in work-related education programs. The request must be submitted in writing, and the bargaining unit employee must acquire approval prior to registration. Approval shall be based on such criteria as cost, location, length of time, availability of funds budgeted for continuing education, staffing needs, the need for the requested education in relation to the employee's job duties, prior education/training of the employee, previous use in the calendar year of Professional Practice Development or department dollars and objective of the program itself.
- D. If the education request is approved and it is within the bargaining unit employee's baseline hours, they will be paid time lost from work. If the education request is approved and it is above the employee's baseline hours, they will be paid for time spent at the meeting. Under no circumstances will the bargaining unit employee's request for paid meeting time be approved, if the request will result in overtime pay. Where possible, full-time or part-time employees shall be given time off during the week to compensate for training approved under

this Section that falls on a weekend. Such requests will not be unreasonably denied in reference to the criteria above.

- E. The bargaining unit employee will be compensated at their base pay rate for all hours spent at the Hospital in mandatory education. Self-directed Learning (SDL) mandatory education done off-site will be compensated at base pay rates within limits established by Labor Management and with prior approval of Manager/Director/Supervisor.

Section 4. Tuition Reimbursement

Tuition reimbursement is available, subject to the terms and conditions outlined in the Hospital's Tuition Reimbursement Policy. The Hospital will notify the Union at least ninety (90) days prior to any substantial change and will meet with Union upon request.

Section 5. Certifications

- A. The Hospital will pay for certifications and recertifications for all bargaining unit employees whose positions require such certification as a condition of employment.

ARTICLE 24: RETIREMENT PLAN

403(b) Tax-Sheltered Annuity Plan

The Hospital will continue to maintain a 403(b) retirement plan (the "Retirement Plan") during the term of this Agreement, so long as none of the provisions in this plan violate applicable laws or regulations.

1. All bargaining unit employees are eligible to make personal contributions into the Retirement Plan as of their effective date of hire on a pre-tax and/or after-tax (Roth) basis up to the Federally defined annual plan maximums. A copy of the summary description of the Retirement Plan shall be furnished to each bargaining unit employee once per year, upon request of that employee.
2. Hospital Contribution.
 - a. Effective with the first full payroll cycle after July 1, 2026, the Hospital contribution will be reduced from the current 6% to 0% of the bargaining unit employee's salary. The calendar year 2026 retirement contributions shall be made on or before January 31, 2027.
 - b. Effective with the first full payroll cycle after January 1, 2027, the Hospital contribution will be increased to 2% of the bargaining unit employee's salary. These retirement contributions shall be made in each bi-weekly payroll period.

3. Due to significant financial challenges facing the Hospital, the Hospital's matching contribution to the Retirement Plan will be temporarily suspended during the duration of this Agreement.
4. Employees who have an MPP account will still be able to see and manage their existing MPP account through the VOYA participant web portal.
5. The vesting (ownership) of all Hospital contributions to the Retirement Plan is one hundred percent (100%) immediate.
6. The parties agree that the Agreement does not limit or in any way impede the Hospital's right to unilaterally make changes to the Retirement Plan, or to adopt supplemental plans and discontinue or stop funding to the present Retirement Plan provided that the Hospital's actions do not diminish the benefits that would be owed under the Retirement Plan to any current bargaining unit employees, or materially affect the conditions by which such employees are eligible to receive benefits.

ARTICLE 25: HEALTH AND DENTAL INSURANCE

- A. Full-time and part-time employees whose regular approved work schedule is thirty (30) hours or more a week are eligible to participate in either of the Hospital's Medical Plans pursuant to the terms of the insurance agreement, or a substantially equivalent plan.
- B. Cost of Membership:

The Hospital and the bargaining unit employee will contribute as follows specific to the Silver plan level of coverage:

Status	Employer Paid	Employee Paid	Hours
Single	80%	20%	30–40 Hours
Employee & Spouse*	80%	20%	30–40 Hours
Employee & Child(ren)	80%	20%	30–40 Hours
Family	80%	20%	30–40 Hours

- C. The Hospital will determine a fixed dollar contribution for each benefit plan offered, calculated to equal the applicable contribution percentage set forth in the table above.

D. Bargaining unit employees who fail to contribute their share of the premium or whose regular approved weekly hours change to less than thirty (30) hours per week (except as noted below) will be dropped from the group plan.

E. * Spousal Eligibility Restrictions:

1. Effective on the date on which implementation is administratively feasible, spouses of bargaining unit employees will be eligible for enrollment in the Hospital's Medical Plans only if the spouse does not have access to health insurance coverage (including medical, prescription drug, and hospitalization benefits) through the spouse's own employer-sponsored health plan.
2. Spouses who are eligible to such coverage but decline to enroll shall not be eligible for coverage under the Hospital's Medical Plans. These restrictions apply to all full-time or part-time bargaining unit employees.
3. Each bargaining unit employee with a spouse enrolled in the Hospital's Medical Plans shall be required to complete and submit a spousal coverage attestation form during each annual open enrollment period. The attestation shall certify whether the employee's spouse has or does not have access to health insurance coverage through any source listed in Section E.1.
4. Notwithstanding the foregoing, bargaining unit employees who, as of the date of ratification of this Agreement have a spouse enrolled in the Hospital's Medical Plans may opt to either: a) continue to enroll their spouse in the Hospital's Medical Plans regardless of the spouse's access to alternative health insurance coverage, subject to completion of the annual attestation under Section E.3; or b) voluntarily elect to remove the spouse from the Hospital's plan. In exchange, the bargaining unit employee shall receive a monthly payment of two hundred dollars (\$200.00), paid through the regular bi-weekly payroll cycle, as a spousal coverage opt-out incentive, subject to applicable withholding obligations. Such incentive will cease upon re-enrollment of the spouse into the Hospital's Medical Plan. Reenrollment will only be permitted solely upon a demonstrated loss of access to coverage through all sources identified in Section E.1.
5. Bargaining unit employees who are, upon ratification of this Agreement, new to the Hospital's Medical Plan (including newly hired employees and employees who have not previously enrolled a spouse in the plan) shall be subject to the mandatory spousal eligibility restriction described in Section E.1. Those bargaining unit employees shall automatically receive a monthly cash payment of two hundred dollars (\$200.00), paid through the regular bi-weekly payroll cycle, as a required spousal coverage opt-out incentive, subject to applicable withholding obligations.

- F. Part-time bargaining unit employees working at least twenty (20) but fewer than thirty (30) hours per week, who are employed at the time this Agreement is ratified, and enrolled in the Hospital's Medical Plans at such time, may continue to participate in the Hospital's Medical Plans as if they worked thirty (30) hours or more. Human Resources will provide to the Union a list of the affected bargaining unit employees, and maintain that list for the duration of the Agreement.
- G. Part-time bargaining unit employees hired after ratification of the Agreement, working at least twenty (20) hours per week, but fewer than thirty (30) per week, will contribute as follows specific to the Silver Plan level of coverage:

Status	Employer Paid	Employee Paid	Hours
Single	70%	30%	20–29 hours
Employee & Spouse*	70%	30%	20–29 hours
Employee & Child(ren)	70%	30%	20–29 hours
Family	70%	30%	20–29 hours

- H. All employees regularly scheduled to work thirty (30) or more hours per week will be eligible to participate in the dental insurance plan. The Hospital's contribution for the dental plan made on behalf of bargaining unit employees electing to join the plan shall be equivalent to the contribution being made for non-bargaining unit employees in the plan.
- I. Bargaining unit employees may remain in the Hospital's group health and dental plans while on an approved leave of absence providing they pay the full amount of the monthly premium, except that for medical leave of absence beyond those granted pursuant to State or Federal FMLA laws, the employee may only continue health and dental insurance under COBRA provisions. Similarly, if permitted by the relevant insurance carrier, employees who are scheduled to work for at least sixteen (16) hours but less than twenty (20) hours per week may sign up for the Hospital's group health and/or dental plan provided they pay the full amount of the premium in advance, monthly, except that for medical leave of absence beyond those granted pursuant to State or Federal FMLA laws, the employee may only continue health and dental insurance under COBRA provisions.
- J. The Hospital's health insurance plans will extend the Tier 1 (domestic) deductible to Brattleboro Memorial Hospital and BlueWater at BMH Services.
- K. The Hospital's health insurance plans will not increase the current deductibles at the time of ratification of this Agreement or make changes to the plan, without mutual agreement between the Hospital's Senior Leadership, and the Union's officers.

- L. Medical and Dental plan cost information will be shared with the Union annually. The Hospital and Union representatives will meet in September/October (no later than the first week of October) of each year to discuss medical and dental care cost changes before bargaining unit employee benefit payment rates are established for each calendar year. It is the Hospital's responsibility to initiate this meeting.
- M. Each employee shall be given booklets, in PDF format unless otherwise requested by the individual bargaining unit employee, outlining the health & dental plans benefits once a year.
- N. In-Patient and Out-Patient Discounts:
1. Bargaining unit employees who have completed the probationary period and are not covered under the Hospital's medical plans are eligible for courtesy discounts on in-patient and out-patient hospital bills for services performed at the Hospital. The discounts apply to employees, their spouse, and dependent children living in the same household.
 2. In-patient and out-patient discounts are equal to twenty percent (20%) of the total bill, limited to a maximum of whatever balance remains after any insurance benefits have been applied.
 3. Employees must follow established procedures in processing Hospital bills for discount.
- O. Prescription Drug Coverage - GLP-1 Exclusion:
1. Effective January 1, 2027, coverage for GLP-1 receptor agonist injectable and oral medications, when prescribed for weight loss purposes shall be eliminated from the prescription drug plan.

ARTICLE 26: EARNED TIME

A. Eligibility:

All employees who work a minimum of forty-eight (48) hours per bi-weekly pay period are entitled to Earned Time benefits, unless otherwise required by Vermont state law. Per diem and temporary bargaining unit employees are not eligible for Earned Time accruals. Earned Time may be used to cover an employee's absences, including but not limited to vacation time, sick time, and/or holiday time.

B. Pay Rate:

Earned Time pay shall be paid for the period of time the Earned Time was accrued at base pay plus shift differentials and shall not be counted as time worked for purposes of computing overtime.

C. Accrual:

Accrual begins with the first hour the bargaining unit employee is eligible for Earned Time. Newly hired probationary employees, who are otherwise eligible for Earned Time, will begin to accrue Earned Time immediately. The amount of Earned Time is based on the amount of qualified hours paid by the Hospital during each payroll period to a maximum of eighty (80) hours.

1. For purposes of accrual, qualified hours are:

- Regular hours worked
- Earned Time taken off
- On call in lieu of not-needed time or downstaffing
- On call-called in
- Not-needed time or downstaffing
- Holiday hours worked
- Sleep day
- Regular hours not worked in exchange for hours worked at time and a half

2. Earned Time will not accrue for the following types of paid time:

- Overtime
- Earned Time bought back
- Workman's compensation
- Short-term and long-term disability
- Unpaid leave of absence
- On-call, not called in

3. Earned Time may be accrued to a maximum of one and one-half (1 ½) times the annual accrued allotment. When an employee accrues the maximum amount of Earned Time, additional Earned Time will not accrue during the period the employee is at the maximum. The accrual will begin again when the total of the employee's Earned Time goes below the maximum. Earned Time does not accrue while the employee is not being paid by the Hospital, such as during an unpaid leave of absence.

4. Employees shall accrue Earned Time according to the formula below and based on a factor that is in a ratio of the maximum yearly Earned Time hours to the 2080 yearly work hours as indicated in the table below:

Accrual factors for Earned Time based on years of service.

Years of Service	Accrual Factor	Maximum Hours per Pay Period
Years 0 to 4	0.12308	9.85
Years 5 or greater	0.14231	11.38

D. Use of Earned Time for Scheduled Absences:

Earned Time will be used for scheduled or planned absences from normally scheduled work time, for vacations, holidays, planned personal absences, scheduled illness/disabilities, and appointments. Earned Time may be taken either at the increments accrued or sufficient hours to complete a scheduled shift (8, 10, or 12 hours).

1. Approvals

- a. Earned Time must be requested of, and approved by, the Department Manager/Director in advance of the anticipated date of absence. Each department will have a fair and equitable procedure for granting Earned Time requests based on staffing, workload, reason for requests, advanced notice, seniority, and other considerations.
- b. When an employee requests time off, the employee shall indicate whether the time off is to be taken as Earned Time or a regular day off, so long as any request for scheduling another day off can be accommodated by the monthly schedule.

2. Scheduling Earned Time for Vacations

- a. Prime Time Vacation Requests
 - i. Vacation requests for time off from June through September must be submitted in writing to the Department Manager/Supervisor or Director by March 1st.
 - ii. The Hospital will notify the employees by April 1st as to whether their request has been approved or denied.
 - iii. The Department Manager/Supervisor or Director will not grant any approvals for prime-time vacation requests until after March 1st when all of the requests have been submitted. A bargaining unit employee's vacation request shall not be canceled or changed after approval unless both parties agree.

b. Non-Prime Time Vacation Requests

- i. Non-prime time vacation requests must be submitted in writing at least one (1) month prior to requested vacation time, but no more than twelve (12) months prior to the requested vacation time.
- ii. The Hospital will notify the bargaining unit employee no later than fourteen (14) days after their written request has been submitted as to whether it has been approved or denied. Prior to the request approval for all vacations when more than one (1) employee has requested vacation or any Earned Time Off for the same date(s) and both/all cannot be accommodated due to staffing needs, the most senior employees' request shall be granted. An employee's vacation request shall not be canceled or changed after approval unless both parties agree. Every consideration will be given to an employee who requests extended vacation time off.
- iii. Existing vacancies, providing temporary coverage, including the possible posting of temporary hours, and minimizing shift rotation are some of the criteria which will be considered.

E. Holidays:

1. For the Practices: Bargaining unit employees who cannot work on the day after Thanksgiving because of an office or unit closure are entitled to eight (8) hours of base pay without using Earned Time. Accrued Earned Time will be used when a bargaining unit employee's regularly scheduled workdays fall on one (1) of the Hospital's seven (7) designated holidays, and the bargaining unit employee is not scheduled to work and/or the Department is closed.
2. The designated holidays are New Year's Day, Memorial Day, Independence Day, Juneteenth, Labor Day, Thanksgiving Day and Christmas Day.
3. All bargaining unit employees' religious beliefs will be respected by the Hospital and, in accordance with applicable law, the Hospital 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 Earned Time Off as needed for the observance of religious holidays.
4. When a paid holiday falls on Saturday, the Hospital shall observe it on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. Department Managers, with the advance approval of the Leadership Team, may schedule

the holiday for their department on the actual day of the holiday rather than on a day the Hospital observes it. Exceptions may need to be made for federally scheduled holidays.

5. Bargaining unit employees who work on the designated holiday will be paid the appropriate holiday shift differential. Bargaining unit employees who are scheduled to work on a designated holiday and fail to do so without authorization will forfeit an amount of Earned Time equal to the hours scheduled to work on the day unless the employee is excused by the proper authority.
6. Approval for holidays off will be rotated as equally as possible. A bargaining unit employee may volunteer but shall not be required to work both Thanksgiving and Christmas in a calendar year.

F. Use of Earned Time for Unscheduled Absences:

In emergencies and in other critical situations, including personal illness, sick child, elder care, and other family care emergencies, absences cannot necessarily be planned and Earned Time will be used for the hours that were scheduled in those situations:

1. Bargaining unit employees are required to notify their Department Director or Manager/Supervisor of their absence at least two (2) hours before the start of their scheduled shift. If unable to come to work more than one (1) day, the bargaining unit employee must notify the Department Director or Manager/Supervisor on each subsequent day of absence, unless the Department Director or Manager/Supervisor has been notified and agrees that additional notice is not required during the anticipated absence. The Department Director has the authority to deny Earned Time pay when a bargaining unit employee fails to notify, without sufficient reason, or within the specified time requirements, or fails to satisfy other requirements listed in the departmental manual.
2. Bargaining unit employees who have been absent from work for five (5) or more scheduled workdays, due to personal illness may be required to furnish a provider report prior to returning to work.

G. Earned Time Buy Back:

Each calendar year an employee may exchange up to one hundred and twenty (120) hours of future earned time at 100% of the Earned Time dollar value in accordance with current Hospital policy. Bargaining unit employees who work regular shifts that are eligible for a differential set forth in this Agreement, shall be paid their base wage when selecting this option for Earned Time buy back.

H. Earned Time Information, General:

1. Earned Time will not be used for Workers' Compensation or Jury Duty. Pay for absences due to these reasons will be in accordance with applicable contractual provisions and/or legal requirements.
2. Employees who have used up all Earned Time, and who are still unable to return to work may request a leave of absence pursuant to the applicable contractual provisions.

I. Termination:

Earned Time which has been accrued but not used will be paid to an employee upon termination. The final payout of a bargaining unit employee who has terminated their employment will be calculated by base wage. Earned Time cannot be used during the period of resignation of notice.

J. Earned Time Donation:

The Hospital has established a process where, to the extent permitted by law, a bargaining unit employee may donate their own Earned Time to another bargaining unit employee in need.

ARTICLE 27: BASIC LIFE INSURANCE

The Hospital shall continue with its present Basic Life Insurance plan or may provide a substantially equivalent plan with the amount of coverage rounded to the next highest one thousand dollars (\$1,000) based on the bargaining unit employee's annual salary. Insurance amounts will be calculated monthly. A copy of the insurance coverage and the amount of that coverage shall be furnished to each bargaining unit employee once per year, upon request of that employee.

ARTICLE 28: LONG AND SHORT TERM DISABILITY

A. Long Term Disability:

Subsequent to hire on a date established by Long Term Disability (LTD) plan documents, all benefit-eligible bargaining unit employees (i.e., those scheduled to work a minimum of twenty-four (24) hours/week) will receive basic LTD insurance in the amount of sixty percent (60%) of base earning up to any maximum dollar amount established by the Hospital. This benefit is fully paid for by the Hospital.

B. Short Term Disability:

Subsequent to hire on a date established by Short Term Disability (STD) plan documents, all benefit-eligible bargaining unit employees (i.e., those scheduled to work minimum of twenty

(20) hours/week, may elect STD insurance. This benefit is fully paid for by the bargaining unit employee.

ARTICLE 29: NEW TECHNOLOGIES

- A. The Hospital agrees that if new technology is going to substantially change the processes within a Department, it will seek input from the Union before implementing the new technology in a manner that improves quality of care without compromising the integrity of patient care.
- B. Employees will receive appropriate training and demonstrate proficiency before being expected to use new technology, updates, or changes to existing technologies. Employees will be required to attend in-service training when offered. Employees asked to use new technologies without proper training may submit a Concern Form.
- C. If practical, the Hospital agrees to provide virtual training at mutually agreed upon times.
- D. The Hospital shall provide bargaining unit employees reasonable notice but not less than three (3) weeks for any required in-services training, unless an unforeseen circumstance prevents such notice, where just-in-time training is required to attend to the operational needs of the Hospital.
- E. The Union will collaborate with the Hospital on assessing what the training needs are for an employee to qualify for appropriate training. Any bargaining unit employee who reasonably requests additional training directly related to their work shall not be denied.

ARTICLE 30: DISCIPLINE AND DISCHARGE

- A. Employee Rights:
 - 1. The Hospital reserves the right to determine the appropriate level of discipline. Disciplinary action may include verbal warning, written warning, suspension or final written warning, and discharge. All discipline, including verbal warnings, require documentation with the opportunity for the employee to acknowledge receipt by signing.
 - 2. Employees who have successfully completed the probationary period shall be considered permanent employees and shall not be disciplined, suspended, reduced in rank, discharged or terminated except for good and just cause. The parties agree that the following conduct constitutes just cause where termination of employment may be imposed in the first instance: an intentional HIPAA violation involving disclosure to third parties; violent physical conduct; discrimination, harassment, retaliation, or any other form of unlawful

conduct; verbal abuse towards a patient, third party, or staff of the Hospital; unlawful possession, dispensation, use, being impaired by, or under the influence of alcohol, cannabis, or controlled substances while at work; revocation or suspension of the employee's required license; an exclusion that prohibits the bargaining unit employee from participating in a state or federal health care program; and any other conduct violations that must be reported to Governmental Agencies.

3. The Hospital will permit a Union steward to be present during an investigatory interview according to Weingarten standards developed by the NLRB. The Manager or Supervisor shall notify the bargaining unit employee that they may have a Union representative present prior to or during any conversation, interview, or investigation that, in the reasonable opinion of the Manager or Supervisor, could result in progressive discipline or necessitate some form of disciplinary documentation in a personnel file.
4. A bargaining unit employee shall be informed of the right to have a Union steward or Union representative present whenever the employee is to be informed of a decision to issue a written warning, suspension, or termination. The Hospital will make reasonable efforts to reschedule a meeting in order to allow a Union steward or representative to be present. In the event no Union steward is available; the Hospital may impose the discipline but must meet with the bargaining unit employee and a steward as soon as practicable. Meetings shall be conducted in the spirit of mutual respect. A copy of the disciplinary action shall be given to the Union steward or representative at the end of the conference.
5. Disciplinary actions involving written warning, suspension, and termination only are subject to arbitration.
6. The Hospital will provide the Union with a courtesy copy of all written and verbal discipline. Notice in writing of discharge or suspension shall be sent to the Union within twenty-four (24) hours of such action, excluding holidays and weekends.
7. Performance evaluations are not a substitution for verbal warnings.
8. The Hospital and all bargaining unit employees will abide by the Hospital's policy on attendance, absenteeism, and tardiness. Each Manager/Director or Supervisor shall review the punctuality/absenteeism of employees on a regular basis. Managers/Directors or Supervisors will provide clear documentation of attendance or punctuality problems and a plan of corrective action including follow-up meetings with the employee regarding progress. Employees will actively work with management to resolve unacceptable performance and/or behaviors. Progressive stages of corrective action shall be utilized except in the case of three-day no call/ no shows.

B. Impaired Employee:

The Union and the Hospital recognize that impairment in the form of alcoholism, substance abuse, chemical dependency, mental and emotional instability, or senility is a problem that affects all of society. As health care workers we have an obligation to act in ways that will merit the trust, confidence, and respect of other healthcare workers and the general public. Bargaining unit employees who voluntarily request leave for the purpose of substance abuse treatment will be granted such leave provided this is done prior to any investigatory process.

If at any time there appears to be reasonable suspicion of an impaired bargaining unit employee, the Manager or Supervisor will document, in writing, specific details which prompt suspicion, prior to addressing the employee. Unless it is impossible, the Hospital will have a second person observe the employee's condition and present the observations to the employee in the presence of a second person.

Strict confidentiality must be assured. Individuals who have a need to know will be identified and agreed to on a case-by-case basis.

Medical assessment, referrals, and/or drug testing must be done in accordance with Vermont law, 21 V.S.A. Section 511 *et. seq.* Any employee may be required to submit to drug testing when there is probable cause to believe they are using, or are under the influence of, drugs or alcohol while on the job. In such cases, the bargaining unit employee may be placed on paid administrative leave while the internal investigation is conducted.

Notwithstanding prior language, an employee may be disciplined or discharged for theft, drug diversion, or other infractions.

ARTICLE 31: PERSONNEL FILES

In accordance with the Hospital's policy, there shall be one (1) official personnel file maintained for each employee.

When placing any performance-related documentation in a bargaining unit employee's personnel file, the employee shall be notified and provided with a copy of the documentation.

The Hospital agrees that corrective actions may not be considered to establish an element of progressive discipline in a subsequent disciplinary proceeding once twelve (12) months have passed from its issuance, unless during that period the employee has received another written warning or notice of disciplinary action pertaining to the same issue. Exceptions apply to corrective actions involving Harassment, Substance Use, Confidentiality (including HIPAA), Medication or Drug Diversion, Patient Abuse, Mistreatment or Assault, Billing Compliance Violations, and any other conduct that must be reported to Governmental Agencies which shall remain in effect for the duration of the employee's employment.

An employee may inspect their personnel file during normal Human Resources Department hours. Inspection of the employee's file shall be made in the presence of a member of the Human Resources Department. Letters of reference shall be excluded. The employee may make any notes they wish, but no data may be removed or borrowed from the file. Copies of the current evaluations will be furnished to the employee, upon request, at no charge. Copies of other materials, excluding letters of reference, will be furnished to the employee, upon request, but the Hospital may charge the employee for the cost of copying said materials.

ARTICLE 32: HEALTH AND SAFETY

A. Safety Standards:

1. The Hospital and the Union agree to cooperate in the promotion and advancement of the Hospital's health and safety policies. The Hospital will observe and comply with all local, state, and federal health and safety laws and regulations. Additionally, the Hospital will continue to provide Workers' Compensation insurance to each bargaining unit employee in compliance with the Vermont Workers' Compensation Law. The Hospital will post notice of compliance in accordance with state law.
2. The Hospital will make reasonable efforts to provide a place of employment safe and free from recognized hazards, which might cause serious injury or illness. In this regard the Hospital will make reasonable efforts to meet all legal standards for safety and sanitation, and follow the standards of the Hospital Infection Control policies. Any changes to the current policy or the introduction of a new policy related to safety standards shall be shared with the Union President and made available to bargaining unit employees.
3. Nothing in this Section precludes the Hospital from exceeding the standards set forth above. To that end, the Hospital agrees to provide:
 - a. Appropriate training to bargaining unit employees to meet the standards set forth by the Hospital's Infection Control and OSHA standards.
 - b. All necessary safety equipment to bargaining unit employees in order to perform their duties safely, including the appropriate levels of PPE, in compliance with applicable state, federal, and regulatory agency safety standards.
 - c. All required immunizations at no cost for all bargaining unit employees, including new hires. For mandatory vaccinations, the Hospital will have a process for requesting exemptions as required by applicable law.
 - d. De-escalation and workplace safety training to all new bargaining unit employees, and existing bargaining unit employees who request it. An employee who requests

to be trained in de-escalation shall complete the training as soon as is reasonably practicable after the request and priority shall be given to those employees who are required to complete the training upon hiring. The training shall be on paid time.

- e. Assistance with navigating the Workers' Compensation process.
 - f. Information regarding employee wellness resources, including the Employee Assistance Program.
4. Bargaining unit employees are responsible for using appropriate safety equipment when required, and for following instructions and procedures for using all safety equipment adequately.
 5. If there has been exposure or contact that places the employee at risk, the Hospital shall arrange for the provision of governmentally required treatment at no cost to the employee.
 6. Should a bargaining unit employee be at risk due to potential exposure to an infectious agent or any other hazardous exposure and is unable to perform the duties of their job upon recommendation of their health care provider, they shall have the right to request a special accommodation for an alternative assignment. The Hospital shall make every effort to meet such a request, that may include a temporary transfer, telecommute options, alternative positions or assignments, or time spent completing mandatory education requirements. Employees who may be at risk of potential exposure shall be provided with appropriate screenings at no cost, in accordance with applicable regulatory requirements and the Hospital's infection prevention policies. If no such accommodations may be made, the bargaining unit employee may utilize Earned Time Off or request a leave of absence. If employees ever have a security concern, they should contact their Manager/Supervisor, or the security officer on duty.

B. Reporting of an Unsafe Situation:

1. Bargaining unit employees may raise safety complaints/concerns at any time without fear of reprisal consistent with the Healthcare Whistleblower's Protection Act, 21 V.S.A., § 507.
2. The Hospital's incident reporting system shall be utilized for the reporting of any safety events.
3. Additionally, in the event that any bargaining unit employee believes, in their professional opinion, they have been given an assignment that is unsafe, they will immediately notify their manager or supervisor, who will review the assignment and address the safety concerns. If the bargaining unit employee disagrees with the review of the assignment, they will work as directed and may do so under protest. In those cases, the bargaining unit employee may fill out a Concern Form provided by the Union. The form shall include the

employee's name, shift, date, description of the incident, unit/department, the supervisor to whom they submitted the form, and the supervisor's response. These forms shall be reviewed at a Labor Management Committee meeting and by a Senior Staff Representative.

C. Additional Safety Measures:

1. The Hospital shall maintain an updated policy on workplace violence prevention, establishing a goal of zero harm to all patients, staff, and visitors and creating an environment where workplace violence is addressed with a culture of safety. The policy shall include, but will not be limited to, processes for responding to, reporting, and documenting violent or threatening behavior, training, and event follow-up.
2. The Hospital agrees to include bargaining unit employees on Hospital Committees in which workplace safety is addressed. This includes, but is not limited to, the "Workplace Violence Committee."
3. It is understood by the Hospital and the Union that Security shall be hands on and shall play an immediate role in de-escalation and address violent incidents.
4. Within six (6) months of ratification of this Agreement, the Hospital will install a working and staffed weapon metal detector in the Emergency Department Hospital entrance. The Hospital will develop adequate policies and procedures for Security to remove and safely secure any weapons. Large "no weapons" signs will be installed at all entrances.
5. Twelve (12) months post-implementation of subsection C.4. above, the Workplace Violence Committee will conduct an objective evaluation of the enhanced security measure and its effectiveness. The Committee will recommend whether the metal detection protocol should be expanded beyond the Emergency Department, which will be subject to Capital Project approval by the Executive Leadership Team.
6. When clinically appropriate, based on patients presenting medical condition, the clinical team will delegate the screening for weapons to Security for those patients entering through the Emergency Department Ambulance Entrance.
7. Bargaining unit employees who experience a physical assault while on duty may be granted up to two (2) scheduled shifts off during the next seven (7) calendar days following the assault and receive their full pay. This will be up to the discretion of the Department Manager or Department Supervisor, who may collaborate with Employee Health or designee, based on the severity of the assault. The impact of the employee's emotional and mental wellbeing will be taken into account. Such requests shall not be unreasonably denied.

D. Use of Video Footage:

1. Security camera recordings, will be used for the following purposes:
 - a. enhancing safety;
 - b. deterring or investigating criminal activities; and
 - c. investigating Hospital security and patient safety related incidents.
2. An assessment of whether the review of video footage is necessary for the purposes described in paragraph 1 will be conducted collaboratively by at least two (2) Hospital representatives, including a Hospital Senior Staff Representative and a representative of the Human Resources Department. When video footage is reviewed in connection with an investigation of a bargaining unit employee's conduct, the Hospital will document the collective decision to conduct such review, and such documentation will be provided in writing to the Union.

ARTICLE 33: GRIEVANCE AND ARBITRATION

A. Grievance:

1. Grievance Procedure. Any controversy or disagreement between the Hospital and the Union concerning the interpretation or application of any provisions of this Agreement shall be deemed a grievance, and shall be handled according to the procedures contained in this Article. It is expected that the Hospital and the Union will make a sincere effort to settle the dispute as quickly as possible at the lowest level.
2. Union Designees. One or more bargaining unit employees employed by the Hospital shall be selected by the Union to deal with the Hospital and resolve grievances on behalf of the Union ("Union Designee[s]"). The Hospital shall be kept notified of the identity of the Union Designees. Should a bargaining unit employee be called to a disciplinary meeting, they may request to have a Union Designee present.

The Hospital will pay for up to two (2) Union Designees for time spent in Step 2 and Step 3 grievance meetings up to a maximum of one (1) hour per meeting.

3. Time Limits.
 - a. Except where otherwise indicated, time limits are calculated using business days and are exclusive of Saturdays, Sundays, or holidays.
 - b. No grievance shall be filed or processed based on facts or events which have occurred prior to ten (10) business days before the grievance is filed, except in cases of sexual harassment (see Section C of this Article).

- c. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed, or any extension that may be mutually agreed upon, may be referred to the next step in the grievance procedure. If the grievance is not referred to the next step within five (5) business days from receipt of an answer or the failure to answer, it shall be deemed closed based upon the last answer. Except where otherwise indicated, time limits are calculated using business days and are exclusive of Saturdays, Sundays, or holidays.
 - d. Time limits may be extended by mutual agreement between the parties, in writing.
- 4. Informal Procedure. Bargaining unit employees are encouraged to discuss concerns with their Department Manager and/or Supervisor. If the concerns are not resolved, the bargaining unit employee may initiate the formal grievance procedure as outlined below within the established time frame.
- 5. Beginning Step of the Grievance Procedure. A grievance which affects two (2) or more employees may be presented in writing at Step 2 within the time limits specified for submission in Step 1. A grievance concerning the discharge of a bargaining unit employee must be filed initially at Step 2, or if both parties agree, it may be heard at Step 3.
- 6. Steps.

Step 1: The bargaining unit employee and/or a Union Designee shall notify their Department Manager/Supervisor of a grievance in writing, stating the date the alleged grievance occurred, the section of the contract allegedly violated, the nature of the grievance and pertinent facts, and the remedial action sought. It shall be discussed formally within five (5) business days. The Department Manager/Supervisor shall notify the Union of their decision in writing within five (5) business days after discussion of the grievance.

Notwithstanding the above, if it is mutually agreed that the decision or action that gives rise to the grievance is not within the authority of the Department Manager/Supervisor to adjust, Step 1 of the grievance procedure may be bypassed.

Step 2: If not resolved at Step 1, the Union will send the grievance to the appropriate Senior Staff Representative within five (5) business days. A meeting will be held between the Union Designee and the appropriate Senior Staff Representative or designee within five (5) business days after the grievance was advanced to Step 2. The appropriate Senior Staff Representative or designee shall notify the Union of their decision in writing within five (5) business days after the conclusion of the meeting.

Step 3: If the issue is not resolved at Step 2, the Union will send the grievance to the Chief Executive Officer within five (5) business days after the Step 2 denial. The Step 3 meeting

with the Chief Executive Officer(s) and the Union Designee will occur within five (5) business days after the grievance was advanced to Step 3.

If the issue is not resolved at Step 3, the Chief Executive Officer(s), or designee, shall provide a response in writing, within five (5) business days after the conclusion of the meeting.

B. Arbitration:

1. If the response to Step 3 is unsatisfactory, the grievance must be filed for arbitration with the Labor Relations Connection (LRC) within thirty (30) calendar days of the response from Step 3. If the Union fails to submit the grievance to the LRC within thirty (30) calendar days of the Hospital's answer in Step 3, the matter shall be deemed closed pursuant to the answer given in Step 3.
2. 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.
3. The parties agree that the only remedy for the breach of this Agreement, except as specifically otherwise provided, is through the instant grievance and arbitration provisions, and that the decision of the arbitrator is final and binding on all of the parties.
4. The expenses of the arbitrator shall be shared equally between the Union and the Hospital. Each party shall make arrangements for and pay for cost of preparation and presentation of its own case, including attorneys' fees and witnesses.
5. The powers of the arbitrator are limited as follows:
 - a. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.
 - b. The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rates.
 - c. The arbitrator shall have no power to rule on the proper assignment of work by the Hospital between members of various bargaining units.
 - d. The Hospital shall not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed. Payment for back wages shall be limited to the amount of wages that the bargaining unit employee otherwise would have received less any unemployment compensation or other compensation for

personal services that they may have received or could with diligent effort have received from any source during the period in question.

C. Sexual Harassment:

In cases of sexual harassment, grievances will be processed in an expedited manner. The Hospital and the Union can mutually agree to extend the time limits in writing, in accordance with Section A.3. of this Article, to permit the Human Resources Department to conduct a thorough investigation.

Grievances shall be filed and processed based on facts or events which have occurred no more than three hundred (300) calendar days (including Saturdays, Sundays or holidays) before the grievance is filed.

If, after the grievance is settled, the bargaining unit employee feels unable to return to their job, and if the Hospital has not transferred the person(s) against whom the charge of sexual harassment has been made, the bargaining unit employee shall be entitled to transfer to an equivalent open position at the same salary, if a position then exists for which they are qualified.

ARTICLE 34: NO STRIKE/NO LOCKOUT

There shall be no strikes or lockouts during the term 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 where employees work during the term of this Agreement. The Hospital agrees that there will not be a lockout of 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 Hospital shall:

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

The Hospital shall have the right to discharge for cause any or all employees who incite, induce, or participate in a violation of any of the provisions of this Article, subject to the grievance and

arbitration procedures for the sole purpose of ascertaining whether the employee incited, induced, or participated in a conduct prohibited by this Article.

ARTICLE 35: MAINTENANCE

Section 1. Governmental Regulations

The parties hereby understand that the Hospital will use good faith efforts to obtain the necessary governmental approval to fund this Agreement pursuant to Federal and State laws and rules and regulations. If the Hospital is unable to obtain said approval, it shall immediately notify and commence bargaining with the Union for resolution of the matter.

Section 2. Separability

If any term or provision of the Agreement is at any time during the life of this Agreement found to be in conflict with any law, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

In the event that any Article or Section of this 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 Agreement, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 3. Maintenance of Standards

It is acknowledged and agreed that during the course of the negotiations preceding the execution of the agreement all matters and issues of interest to the Union, to the bargaining unit employees and to the Hospital pertaining to wages, hours, and conditions of employment have been fully considered and negotiated, that each party was afforded the unrestricted right to present and discuss proposals pertaining to wages, hours, and conditions of employment and that the understandings and agreements arrived at among the parties during the course of said negotiations are fully set forth in this Agreement.

The Union, the bargaining unit employees, and the Hospital agree that during the term of the Agreement, the parties shall be governed exclusively by and limited to the terms and provisions of the Agreement and that, except as specifically provided, neither the Hospital nor the Union shall be obligated to negotiate with respect to any matter pertaining to wages, hours, or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

Should the Hospital merge units, the Union will have a right to request bargaining of the effect(s) of the merger.

Section 4. Term of Agreement

This Agreement shall become effective on ratification of this Agreement and shall remain in full force and effect until September 30, 2027. Either party desiring changes or amendments of this Agreement prior to the expiration of same shall give the other party notice in writing not less than one hundred and twenty (120) calendar days immediately prior to the expiration date of this Agreement or any extension thereof specifying that changes or amendments are desired; otherwise, the Agreement renews itself for yearly periods without change.

In the event that notice is given as required in this Article and an agreement is not reached by the expiration date of September 30, 2027, or the end of any subsequent renewal period, then an existing Agreement shall remain in full force and effect after the expiration date or the end of any subsequent renewal period until such time as a new agreement is concluded. During such period, the Agreement may be terminated at the expiration of sixty (60) days after a notice by registered mail is given by either of the parties to the other party of intent to terminate the Agreement.

Section 5. Successorship

If the ownership, operation, or control of the Hospital is changed through sale, acquisition, merger or any other business transaction, the Hospital shall include a term in the agreement memorializing such transaction that states that any successor employer as the term is defined by federal labor law will recognize the Union within the same bargaining unit as existed before the transaction and be bound by the terms of the agreement. The Hospital's obligation to the Union will be satisfied upon the inclusion of this term in the agreement memorializing such transactions and the provision of proof to the Union by the Hospital of the term's inclusion of such agreements. The parties acknowledge that the Hospital shall not be a guarantor of the assumption of this Agreement by a successor employer and that the Hospital shall not be liable for any breach by a successor employer as that term is defined under federal labor law of this Agreement or the agreement memorializing a transaction contemplated by this Section. The parties agree that nothing herein shall operate to impose this Agreement on any employee not includable in the bargaining unit described in this Agreement.

APPENDIX A

Business Office Clerical Bargaining Unit:

Job Title	Job Code	Grade
340B PROGRAM COORDINATOR	733	Grade 01 Tier 2
ACCTS PAYABLE CLERK	122	Grade 01 Tier 1
BILLING REPRESENTATIVE	124	Grade 01 Tier 1
LEAD BILLING REP	515	Grade 01 Tier 1
PATIENT ACCESS PRE REG AND PRIOR AUTH REP	755	Grade 01 Tier 1
PATIENT FINANCIAL ADVOCATE	858	Grade 01 Tier 1
PC SPECIALIST I	140	Grade 01 Tier 1
PC SPECIALIST II	833	Grade 02
PC SPECIALIST III	834	Grade 03
PMT/DATA ENTRY CLERK	148	Grade 01 Tier 1
SWITCHBOARD OPERATOR ED REG	147	Grade 01 Tier 1

Non-Professional / Support Staff Bargaining Unit:

Job Title	Job Code	Grade
AST STAFF COOR/SCHED	181	Grade 02
CARDIO/PULM CLERK	246	Grade 01 Tier 1
CHEF	365	Grade 02
DIAGNOSTIC ASSISTANT	225	Grade 02
ENVIRON SVCS AIDE	350	Grade 01 Tier 1
FACILITIES PROJECT MANAGER	875	Grade 11
FILE CLERK	110	Grade 01 Tier 1
FOOD SERVICE ASSOCIATE	374	Grade 01 Tier 1
GEN MAINT TECH	871	Grade 01 Tier 2
HIM SPECIALIST	175	Grade 01 Tier 1
HOSPITAL GREETER/TRANSPORT	746	Grade 01 Tier 1

IMAGING ACCESS COORD	114	Grade 01 Tier 1
INPATIENT SERVICES SCHEDULING COORD	756	Grade 01 Tier 2
LABORATORY ASSISTANT	780	Grade 01 Tier 2
LAUNDRY AIDE	347	Grade 01 Tier 1
LEAD - NUTRITION SERVICES	360	Grade 01 Tier 2
LEAD ED UNIT COORD	194	Grade 01 Tier 1
LEAD IMAGING ACCESS COORD	803	Grade 01 Tier 2
LEAD PATIENT ACCESS	144	Grade 01 Tier 1
LEAD PATIENT SERV RP	502	Grade 01 Tier 1
LNA	184	Grade 01 Tier 1
MAINT EVE/NITE/WKEND	322	Grade 01 Tier 2
MARKETING AND DEV COORD	850	Grade 11
MATERIALS SPECIALIST	182	Grade 02
MEDICAL SCRIBE	611	Grade 01 Tier 2
MED TRANSCRIPTIONIST	111	Grade 01 Tier 2
NUTRITION ASSOCIATE	376	Grade 01 Tier 1
OB TECHNICIAN	731	Grade 01 Tier 2
OPERATING ROOM ASST	399	Grade 01 Tier 2
PAINTER	312	Grade 01 Tier 2
PATIENT ACCESS REP	143	Grade 01 Tier 1
PATIENT CARE ASSISTANT	818	Grade 01 Tier 1
PATIENT SAFETY TECHNICIAN - FLOAT or PATIENT CARE ASSISTANT - FLOAT	848	Grade 01 Tier 1
PERIOP WORKFLOW COOR	278	Grade 01 Tier 2
PHARMACY TECH I	169	Grade 01 Tier 1
PHARMACY TECH II	169	Grade 01 Tier 1
PLANT OPERATIONS COORDINATOR	831	Grade 01 Tier 2
POT/PAN WASHER/UTIL	384	Grade 01 Tier 1
PRODUCTION LEAD	791	Grade 02

REG SPEC MAIN_ED_OP	817	Grade 01 Tier 1
RELEASE OF INFORMATION SPECIALIST	728	Grade 01 Tier 1
SECRETARY/CLERK LAB	113	Grade 01 Tier 1
STOREROOM CLERK	163	Grade 01 Tier 1
UNIT COORDINATOR	186	Grade 01 Tier 1
CERTIFIED MEDICAL ASSISTANT - PCP OFFICE	1007	Grade 01 Tier 2
MEDICAL ASSISTANT - PCP OFFICE	1006	Grade 01 Tier 1
PATIENT SERVICE REP - PCP OFFICE	1008	Grade 01 Tier 1
CERTIFIED MEDICAL ASSISTANT	735	Grade 01 Tier 2
MEDICAL ASSISTANT	610	Grade 01 Tier 1
PATIENT SERVICE REP	501	Grade 01 Tier 1

Skilled Maintenance Bargaining Unit:

Job Title	Job Code	Grade
HVAC TECHNICIAN	318	Grade 02
LIC ELECTRICIAN	304	Grade 02
STATIONARY ENGINEER	328	Grade 11

Technical Bargaining Unit:

Job Title	Job Code	Grade
CARDIO/PULMONARY AST	249	Grade 03
CLINICAL INSTRUCTOR	264	Grade 02
EMERGENCY TECHNICIAN	290	Grade 01 Tier 1
IMAGING SPECIALIST	229	Grade 04
LEAD - CSP TECH	792	Grade 12
LEAD CT TECH	879	Grade 04
LEAD ENDOSCOPY TECH	281	Grade 02
LEAD MAMMO TECH	155	Grade 04

LEAD NUCLEAR MED TCH	87	Grade 04
LEAD ULTRASOUND TECH	86	Grade 04
MEDICAL LAB SCIENTIST I	894	Grade 03
MEDICAL LAB SCIENTIST II	200	Grade 03
MEDICAL LAB SCIENTIST III	895	Grade 03
MEDICAL LAB SCIENTIST IV	896	Grade 04
MEDICAL LAB SCIENTIST V	897	Grade 04
MRI TECH	226	Grade 04
PACS ADMINISTRATOR	150	Grade 11
PARAMEDIC - ED	699	Grade 01 Tier 1
PHLEBOTOMY APPRENTICE	860	Grade 01 Tier 1
PHLEBOTOMY TECH I	212	Grade 01 Tier 1
PHLEBOTOMY TECH II	889	Grade 01 Tier 2
PHLEBOTOMY TECH III or PATHOLOGY AIDE III / PHLEBOTOMY TECH III	890	Grade 02
PHLEBOTOMY TECH IV - LEAD	891	Grade 02
PT ASSISTANT	242	Grade 03
RADIOLOGIC TECH RT	221	Grade 03
STERILE PROCESS TECH	396	Grade 01 Tier 2
SURGICAL TECH	274	Grade 02
ULTRASOUND TECH	224	Grade 04
ULTRASOUND TECH CARDIAC	730	Grade 04

Grade 1.1		
	Ratification to September 2026	October 2026 - September 2027
Step 1	\$ 18.00	\$ 19.00
Step 2	\$ 18.36	\$ 19.38
Step 3	\$ 18.73	\$ 19.77
Step 4	\$ 19.10	\$ 20.16
Step 5	\$ 19.48	\$ 20.57
Step 6	\$ 19.87	\$ 20.98
Step 7	\$ 20.27	\$ 21.40
Step 8	\$ 20.68	\$ 21.83
Step 9	\$ 21.09	\$ 22.26
Step 10	\$ 21.51	\$ 22.71
Step 11	\$ 21.94	\$ 23.16
Step 12	\$ 22.38	\$ 23.62
Step 13	\$ 22.83	\$ 24.10
Step 14	\$ 23.28	\$ 24.58
Step 15	\$ 23.75	\$ 25.07
Step 16	\$ 24.23	\$ 25.57
Step 17	\$ 24.71	\$ 26.08
Step 18	\$ 25.20	\$ 26.60
Step 19	\$ 25.71	\$ 27.14
Step 20	\$ 26.22	\$ 27.68

Grade 1.2		
	Ratification to September 2026	October 2026 - September 2027
Step 1	\$ 21.00	\$ 21.32
Step 2	\$ 21.42	\$ 21.74
Step 3	\$ 21.85	\$ 22.17
Step 4	\$ 22.29	\$ 22.61
Step 5	\$ 22.73	\$ 23.07
Step 6	\$ 23.19	\$ 23.53
Step 7	\$ 23.65	\$ 24.00
Step 8	\$ 24.12	\$ 24.48
Step 9	\$ 24.60	\$ 24.97
Step 10	\$ 25.10	\$ 25.47
Step 11	\$ 25.60	\$ 25.98
Step 12	\$ 26.11	\$ 26.49
Step 13	\$ 26.63	\$ 27.02
Step 14	\$ 27.17	\$ 27.57
Step 15	\$ 27.71	\$ 28.12
Step 16	\$ 28.26	\$ 28.68
Step 17	\$ 28.83	\$ 29.25
Step 18	\$ 29.41	\$ 29.84
Step 19	\$ 29.99	\$ 30.43
Step 20	\$ 30.59	\$ 31.04

Grade 2		
	Ratification to September 2026	October 2026 - September 2027
Step 1	\$ 25.00	\$ 25.38
Step 2	\$ 25.50	\$ 25.88
Step 3	\$ 26.01	\$ 26.39
Step 4	\$ 26.53	\$ 26.92
Step 5	\$ 27.06	\$ 27.46
Step 6	\$ 27.60	\$ 28.01
Step 7	\$ 28.15	\$ 28.57
Step 8	\$ 28.72	\$ 29.14

Grade 3		
	Ratification to September 2026	October 2026 - September 2027
Step 1	\$ 33.00	\$ 33.50
Step 2	\$ 33.66	\$ 34.16
Step 3	\$ 34.33	\$ 34.84
Step 4	\$ 35.02	\$ 35.53
Step 5	\$ 35.72	\$ 36.25
Step 6	\$ 36.43	\$ 36.97
Step 7	\$ 37.16	\$ 37.71
Step 8	\$ 37.91	\$ 38.46

Step 9	\$ 29.29	\$ 29.72
Step 10	\$ 29.88	\$ 30.32
Step 11	\$ 30.47	\$ 30.92
Step 12	\$ 31.08	\$ 31.54
Step 13	\$ 31.71	\$ 32.17
Step 14	\$ 32.34	\$ 32.82
Step 15	\$ 32.99	\$ 33.47
Step 16	\$ 33.65	\$ 34.14
Step 17	\$ 34.32	\$ 34.82
Step 18	\$ 35.01	\$ 35.52
Step 19	\$ 35.71	\$ 36.23
Step 20	\$ 36.42	\$ 36.96

Step 9	\$ 38.66	\$ 39.23
Step 10	\$ 39.44	\$ 40.02
Step 11	\$ 40.23	\$ 40.82
Step 12	\$ 41.03	\$ 41.63
Step 13	\$ 41.85	\$ 42.47
Step 14	\$ 42.69	\$ 43.32
Step 15	\$ 43.54	\$ 44.18
Step 16	\$ 44.41	\$ 45.07
Step 17	\$ 45.30	\$ 45.97
Step 18	\$ 46.21	\$ 46.89
Step 19	\$ 47.13	\$ 47.83
Step 20	\$ 48.07	\$ 48.78

Grade 4		
	Ratification to September 2026	October 2026 - September 2027
Step 1	\$ 41.00	\$ 41.62
Step 2	\$ 41.82	\$ 42.44
Step 3	\$ 42.66	\$ 43.28
Step 4	\$ 43.51	\$ 44.15
Step 5	\$ 44.38	\$ 45.03
Step 6	\$ 45.27	\$ 45.93
Step 7	\$ 46.17	\$ 46.85
Step 8	\$ 47.10	\$ 47.79
Step 9	\$ 48.04	\$ 48.74
Step 10	\$ 49.00	\$ 49.72
Step 11	\$ 49.98	\$ 50.71
Step 12	\$ 50.98	\$ 51.73
Step 13	\$ 52.00	\$ 52.76
Step 14	\$ 53.04	\$ 53.82
Step 15	\$ 54.10	\$ 54.89
Step 16	\$ 55.18	\$ 55.99
Step 17	\$ 56.28	\$ 57.11
Step 18	\$ 57.41	\$ 58.25
Step 19	\$ 58.56	\$ 59.42
Step 20	\$ 59.73	\$ 60.61

Grade 11		
	Ratification to September 2026	October 2026 - September 2027
Step 1	\$ 28.00	\$ 28.42
Step 2	\$ 28.56	\$ 28.98
Step 3	\$ 29.13	\$ 29.56
Step 4	\$ 29.71	\$ 30.15
Step 5	\$ 30.31	\$ 30.75
Step 6	\$ 30.91	\$ 31.37
Step 7	\$ 31.53	\$ 32.00
Step 8	\$ 32.16	\$ 32.64
Step 9	\$ 32.81	\$ 33.29
Step 10	\$ 33.46	\$ 33.95
Step 11	\$ 34.13	\$ 34.63
Step 12	\$ 34.81	\$ 35.33
Step 13	\$ 35.51	\$ 36.03
Step 14	\$ 36.22	\$ 36.75
Step 15	\$ 36.95	\$ 37.49
Step 16	\$ 37.68	\$ 38.24
Step 17	\$ 38.44	\$ 39.00
Step 18	\$ 39.21	\$ 39.78
Step 19	\$ 39.99	\$ 40.58
Step 20	\$ 40.79	\$ 41.39

Grade 12		
	Ratification to September 2026	October 2026 - September 2027
Step 1	\$ 35.00	\$ 35.53
Step 2	\$ 35.70	\$ 36.23
Step 3	\$ 36.41	\$ 36.95
Step 4	\$ 37.14	\$ 37.69
Step 5	\$ 37.89	\$ 38.44
Step 6	\$ 38.64	\$ 39.21
Step 7	\$ 39.42	\$ 40.00
Step 8	\$ 40.20	\$ 40.80
Step 9	\$ 41.01	\$ 41.61
Step 10	\$ 41.83	\$ 42.44
Step 11	\$ 42.66	\$ 43.29
Step 12	\$ 43.52	\$ 44.16
Step 13	\$ 44.39	\$ 45.04
Step 14	\$ 45.28	\$ 45.94
Step 15	\$ 46.18	\$ 46.86
Step 16	\$ 47.11	\$ 47.80
Step 17	\$ 48.05	\$ 48.75
Step 18	\$ 49.01	\$ 49.73
Step 19	\$ 49.99	\$ 50.72
Step 20	\$ 50.99	\$ 51.74

FOR BRATTLEBORO HEALTHCARE
UNITED, AMERICAN FEDERATION OF
TEACHERS, AFL-CIO:

John Gibbs 8/17/26
Name Date

Tommy 8-17-26
Name Date

Sarah Chedoke 8/17/26
Name Date

Joanne Bruce 8/17/26
Name Date

John Lindvall 8-17-26
Name Date

[Signature] 8-17-26
Name Date

Michelle Rowe 8.17.2026
Name Date

Kelsey Spindel 8/17/26
Name Date

FOR BRATTLEBORO MEMORIAL
HOSPITAL:

[Signature] 8/20/26
Name Date

Matthew 8/25/24
Name Date

Paul Schaffer 8/20/26
Name Date

Jim J 8/20/24
Name Date

Joe Potts 8/25/26
Name Date

[Signature] 8/25/26
Name Date

[Signature] 8/26/2026
Name Date

[Signature] 8/24/26
Name Date

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