

Agreement Between

**Community Health Centers
and**

**Community Health United,
AFT-VT Local # 5522 AFL-CIO**



January 8, 2023 to July 31, 2025

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PREAMBLE

This agreement is made and entered into as of January 8, 2023 by and between The Community Health Centers of Burlington (“CHC” or the “Employer”) and Community Health United, AFT VT, AFL-CIO (“CHU” or the “Union”). The terms “bargaining unit employee,” “employee,” and “employees” used in this agreement shall refer to the employees in the bargaining unit set forth in Article 101.

CHC and CHU recognize that CHC’s first responsibility is to provide safe, quality health care to all CHC patients. It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to promote and further harmonious and productive labor-management relations, to ensure CHC is a great place to work, and to act in a manner to assure mutual respect and dignity.

Section 1 – Management Union Relations

Article 101 – Recognition

The Community Health Centers of Burlington recognizes Community Health United, AFT-Vermont as the sole and exclusive bargaining representative with respect to the terms and conditions of employment for the following unit:

All full-time, regular part-time, and per-diem Physicians, Nurse Practitioners, Physician Assistants, Registered Nurses, Social Workers, Licensed Alcohol and Drug Counselors, Psychologists, Adult Nurse Practitioners, Behavioral Health Case Managers, Certified Nurse Midwife, Charge Registered Nurses, Child and Family Therapists, Clinical Care Coordinators, Clinical Dieticians, Clinical Psychologists, Clinical Social Workers, Family Nurse Practitioners, HHP Housing Case Workers, Internal Medicine Physicians, MAT Clinical Care Coordinators, MAT Registered Nurses, Naturopathic Physicians, Outreach and Case Workers, Pain Team Registered Nurses, Permanent Supportive Housing Case Workers, Physician Assistant Psychiatric Mental Health NP, Psychiatrists, Psychiatry Registered Nurses, Refugee Medical Case Managers, Registered Nurse Educators, Registered Nurse/Triage Nurses 340B Specialist, Administrative and Research Assistant - Psych, Administrative Associate, Care Coordinator, Dental Assistant, Dental Triage Scheduling, Development and Communications Coordinator, HIM Representative, Lead Dental Associate, Lead Health Information Management, Lead Patient Services Representative, LPN, MAT - Medical Assistant, Medical Assistant, Medical Coder, Medical Respite Support Staff, Medical Technologist, Patient Accounts Representative I, Patient Accounts Representative II, Patient Panel Manager, Patient Services Educator, Patient Services Representative, Patient Support Case Worker, Pre-Authorization Coordinator, QRC Program Assistant, Quality Program Manager, Referrals Representative, Sterilization Dental Assistant, Treatment Plan Coordinator, Certified Dental Assistant, Community Support Worker, Permanent Supportive Housing Res Worker, Vaccine Coordinator, Dental Intern, Medical Assistant Clinical Trainer, Call Center Agent employed by the Employer at its facilities at 617 Riverside Ave., Burlington, Vermont; 179 Pearl St., Burlington, Vermont; 368 Dorset Street, South Burlington, Vermont; 184 South Winooski Ave.,

Burlington, Vermont; 789 Pine Street, Burlington, Vermont; 52 Community Lane, South Hero, Vermont; and 32B Mallets Bay Avenue, Winooski, Vermont, 87 Main Street, Essex, Vermont; but excluding Accountants, Administrative Assistants – Chief Nursing Officer, Administrative Assistants – CMO, Dental Hygienists, Expanded Function Dental Hygienists, Laboratory Consultants, Network Technicians, Payroll Specialists, Population Health Analysts, Program Compliance Managers, casual employees, managers, confidential employees, guards, all supervisors and all other employees as defined in the Act.

References to CHU throughout this agreement refer only to the bargaining unit described in this agreement.

Article 102 – Union Access

- A. CHC will provide CHU with access to a conference room at the Riverside health center one day a month, on mutually agreed upon dates and times, after normal business hours. These meetings are not open to non-bargaining unit employees; and they will not address the organizing of additional units, the expansion of the current unit, or strike issues.
- AFT representatives, not CHC employees, who want access to any CHC area other than this meeting room shall be allowed to enter for pre-scheduled meetings with management (e.g. grievance meetings) or after having given the Director of Human Resources/designee 24 hours' notice of visit and the purpose of said visit. The visit will not be unreasonably denied.
- B. CHU will be provided with a minimum of one bulletin board per clinic where collective bargaining unit employees work. Such bulletin board will be located in the employee lounge/locker room area, or in a location to be mutually determined by the CHU and CHC.
- A courtesy copy of all posted material shall be submitted to the Director of Human Resources, or their designee, prior to, or at the same time as posting. These bulletin boards will at all times carry a label clearly identifying them as CHU space for use and disclaiming any CHC responsibility for any matter posted on them. No notices or other materials may violate the law or be personally derogatory or demonstrably untrue.
- C. A CHU representative shall have up to forty-five (45) minutes to orient newly hired bargaining unit employees to CHU during the first day of orientation at a time agreed upon by the parties. The bargaining unit employee shall be paid for the time spent in orientation with a CHU Representative. The CHU representative shall not lose pay, and CHU shall reimburse CHC for any such compensation. The parties shall collaborate on finding an appropriate time for the CHU Representative to be released from work. CHU will provide CHC with copies of all materials presented to bargaining unit employees during orientation. CHU will be notified at least one (1) week in advance of the date, time and place of orientation.
- The union may request that a CHU representative participate in a grievance or arbitration related to this agreement. Such requests will not be unreasonably

denied. Bargaining unit employees will be paid to participate in their own grievance if the meeting occurs when the employee is otherwise scheduled to work. The CHU representative shall not lose pay, and CHU shall reimburse CHC for any such compensation.

Article 103 – Union Security

- A. CHC and CHU recognize the right of any Bargaining unit member to become and remain a member of CHU or to refrain from becoming and/or remaining a member of CHU, and neither party will interfere with any staff in the exercise of that right.
- B. Each bargaining unit member 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 CHU or pay a service fee to CHU. A bargaining unit employee who fails to either choose to become a union member or an agency fee payer as required by this Article shall, within ten (10) business days, following receipt of a written notice from CHU requesting their discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered.
- C. CHC agrees to deduct CHU Dues, Initiation Fees and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the CHU bank account by wire transfer on a biweekly basis, subject to the provisions of this Article.
- D. CHU shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for CHU Dues, Initiation Fees and/or Agency Service Fees in writing to the CHC on an annual basis prior to December 1 of each year. The designations cannot be changed during the calendar year for which they apply.
- E. Upon receipt of a written authorization signed and dated by a bargaining unit employee, CHC shall deduct, from the bargaining unit employee's pay, the appropriate CHU Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to CHU during the period provided for in the authorization. The dues check-off authorization may be revoked by the bargaining unit employee by submitting a written revocation to CHU and/or CHC. Said revocation shall be in effect on the date of receipt by CHU or CHC or the day after the revocation is mailed to CHU or CHC, whichever is sooner.
- F. Deductions shall be made based on the bargaining unit employee's pay cycle.
- G. CHC 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 CHU Dues, Agency Service Fees or Initi

tion Fees to be deducted.

Regardless of the above, it is understood that all CTO payments are subject to CHU dues deductions, just as dues are normally taken from paid CTO.

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

- H. CHU will hold CHC harmless and indemnify the CHC for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the CHC as a result of this Article.
- I. On a monthly basis, CHC shall provide CHU with a status change report.

Article 104 – Management Rights

- 1. Except as specifically limited by this Agreement, all management functions and responsibilities, whether or not possessed or exercised by CHC prior to execution of this Agreement are reserved exclusively to CHC. The exercise of the functions and responsibilities set forth in this Article shall be neither arbitrary nor capricious.
- 2. The management functions and responsibilities referred to in Section 1 above shall include, but not be limited to, the right:
 - to determine qualifications, eligibility and licensure requirements of bargaining unit positions;
 - to conduct interviews, or not, and to determine who gets to participate in the interview process;
 - to make hiring decisions;
 - to conduct background checks when required by law;
 - to require physical and/or medical examination of employees;
 - to perform evaluations and establish evaluation procedures;
 - to determine performance standards and productivity requirements;
 - to determine teaching and all other professional standards;
 - to determine assignment of administrative time;
 - to determine notice time for changes in employment status;
 - to discipline and discharge bargaining unit employees for just cause;
 - to lay off, assign, transfer, promote and demote employees;
 - to determine and change shifts, starting and quitting times, number of hours to be worked, and whether or not to use a time clock;
 - to determine meal and break times and duration, meeting times, on call times and requirements;
 - to require overtime, work on holidays, and time -off;
 - to provide compensation for additional work;
 - to create restrictions on outside employment;
 - to require protecting of proprietary information;
 - to make and/or change work assignments and locations;
 - to organize, enlarge, reduce or discontinue a function, position, department,

or location;
to determine whether any part of the whole organization shall continue to operate;
to determine the size and composition of the work force at any single location;
to determine the number and location of offices, buildings, facilities and physical plant;
to require employees to use new technology, tools, equipment or labor saving devices;
to establish new jobs or change job content;
to determine the standards of service to be provided;
to establish, change, administer and enforce work rules, policies and procedures relating to the job duties performed by bargaining unit employees;
to determine training needs, and how and when personnel shall be trained;
to provide, eliminate or change terms of benefits offered by CHC;
to determine the manner, means and methods by which all operations of CHC shall be carried out;
to subcontract work or to utilize temporary employees to perform any work CHC determines is necessary;
and to take such other action as CHC deems necessary to maintain the efficiency of its operations.

3. All management functions and responsibilities specifically reserved to CHC in this Agreement are retained by and vested exclusively in CHC. CHC's exercise of any management right or function in a particular manner shall not preclude CHC from exercising the same in any other manner which does not expressly violate a specific provision of this Agreement. CHC's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise the same.
4. None of the provisions of this Agreement shall operate to preclude CHC 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.
5. Other CHC employees, including professional, managerial, supervisory or clerical employees, as well as agency employees, subcontractors, interns or volunteers, may perform work usually done by employees in the bargaining unit so long as it is in compliance with applicable licensing standards. The fact that such other individual does a regular amount of bargaining unit work will not result in them being included in the bargaining unit.

Article 105 – No Strike/No Lockout

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

The Union will not call or sanction any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work, or engage in any picketing at any facility where CHC employees work during the period of this Agreement. CHC agrees that

there will not be a lockout of bargaining unit employees during the period of this Agreement.

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

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

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

Article 106 – Grievance & Arbitration

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

1. The term “grievance” is defined as any claim or dispute alleging that there has been a misapplication, or violation of the terms of the collective bargaining agreement. It is the intent of the parties to attempt to resolve grievances at the lowest level. Issues should be presented as quickly as possible in order to try to resolve the problem. 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. A grievance, which the representatives designated in Steps 1 or 2 lack authority to settle, may be initially filed at the next step. Timelines may be extended by mutual agreement.
2. A grievance will be processed as follows:
 - Step 1.** A bargaining unit employee or CHU may bring a verbal grievance to the employee’s immediate supervisor, or designee. If the supervisor or designee is not available, notice of a Step 1 grievance with a description of the alleged violation may be filed via email to the supervisor or designee. If the grievance is not resolved at the Step 1 meeting or if there is no meeting two business days after the date of the email notice, then the CHU shall file a written Step 2 grievance.
 - Step 2.** Written grievances filed by CHU shall be presented to the employee’s immediate supervisor, or designee. Written grievances at Step 2 must be presented within ten (10) business days of when the CHU knew or should have known of the occurrence giving rise to the grievance. A meeting will be held no later than ten (10) business days of receipt of the written Step 2 grievance, and a response given within ten (10) business days of the meeting.
 - Step 3.** If no settlement is reached at Step 2, grievances filed by CHU shall be presented to the Chief of their department (CMO, CFO, CNO or COO)

or designee. Presentation of Step 3 shall be within ten (10) business days of the Step 2 response. A meeting will be held no later than ten (10) business days of the presentation of the Step 3 notice, and a response given within ten (10) business days of the meeting.

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

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

3. The parties have agreed to use the American Arbitration Association (AAA) procedures for any arbitrations under this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law. The decision or award of the Arbitrator shall be final and binding. The parties shall share all fees and expenses of the arbitrator equally. Each side shall pay the cost of preparation and presentation of its own case, including attorneys' fees.
4. The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing. Failure of the grievant to abide by the time limitation of this Article shall automatically preclude any subsequent filing or processing of the grievance. Failure by the party against which the grievance is filed to meet or respond on a timely basis shall constitute a denial of the grievance at that step and it shall proceed to the next step.
5. Written grievances must contain the following information:
 - A. The date of the grievance.
 - B. A statement of facts upon which the grievance is based.
 - C. The Article or Articles of this Agreement that may have been violated.
 - D. The remedy or correction which is desired to be made.

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

6. The parties agree that this procedure applies only while the Agreement is in effect. Any dispute based on events occurring after the termination of the Agreement shall not be subject to the mandatory grievance and arbitration procedures of this Agreement, even if the dispute would have been subject to those procedures had the events occurred while the Agreement was in effect.

Article 107 – Nurse Staffing

High quality patient care is the shared goal of CHC and CHU. Staffing the Health Center with the appropriate number of skilled, reliable nurses is an essential element for the provision of quality patient care.

CHC agrees that it will undertake best efforts to maintain a minimum of one Clinical RN FTE for every three FTEs of primary care providers (MD, DO, NP, PA, ND) per shift, who are doing clinical work.

The parties also agree to set up a Nursing Practice Council intended to promote evidence-based practice, quality improvement, nursing engagement and professional development. The Nursing Practice Council will review nursing-related practice issues including but not limited to the following issues:

Staffing levels at each clinic sufficient to provide safe and high quality care;

Review possible creation of a float pool;

Clinical nursing practice issues affecting patient care, striving for excellence and innovation as a driving factor for change and/or improvements;

Appropriate clinical nursing practice standards;

Achieving and/or exceeding clinical regulatory outcomes;

Implementation of evidence-based clinical practice recommendations;

Supporting clinical inquiry through discussion, problem-solving and nursing research;

Consistent review of quality initiatives, educational needs, professional development, collegial review and recognition efforts for clinical improvements;

Any other issue impacting nursing care and agreed upon by the parties.

Any nurses may participate on this Council. The Council shall have two designated co-chairs, one from each side. Jointly, the co-chairs shall be responsible for establishing a regular agenda and meeting time. Each co-chair shall provide the other with its proposed meeting agenda a minimum of two weeks prior to the meeting date. The Council shall meet at least once every two months; or, upon agreement by both parties, the Council may meet more often. Attendance at Council meetings shall be considered paid time.

Article 108 – Labor Management Committees

The parties support the establishment of a Labor/Management Committee to explore the issues surrounding the employment of CHU employees. This Committee shall meet quarterly and on an ad-hoc basis should one party make the request and the other party agrees. Each party shall submit its agenda items 5 days in advance of each meeting. Both CHU and CHC shall appoint up to six people. Other members can attend, but will be unpaid unless agreed upon by the parties.

Article 109 – Work Assignment

- A. CHC and the Union recognize that bargaining unit employees play a vital role in delivering the highest quality of patient care. Employees shall not be regularly required to perform work that is outside of their regular job duties. If required for patient care needs, however, employees agree to perform non-job services on an as-needed basis.
- B. CHC agrees to meet and confer with CHU if CHC is contemplating utilizing supervisors or other non-bargaining unit employees to perform bargaining unit work in such a manner that may result in layoff, elimination of a position, or

reduces the hours of a bargaining unit employee.

- C. Employees will be assigned a primary location at hire, but may be required to work at a different location in the same job title when necessary to meet patient needs. Whenever possible, CHC agrees to seek volunteers before an employee is asked to float.

Article 110 – Duration

This Agreement shall be in effect from January 8, 2023 until July 31, 2025, and the terms and conditions shall become effective on the date of ratification, unless otherwise specified in this Agreement. All economic items shall go into effect with the payroll period beginning February 4, 2023. Checks for retroactive pay shall be issued on February 16, 2023.

Employees who wish to challenge their step placement must do so, in writing, on or before Friday, January 20, 2023. CHC and CHU shall work together to resolve any such disputes no later than January 31, 2023.

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

Article 111 – Printing of Agreement

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

Article 112 – Separability

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

Article 113 - Successorship

Application of Agreement to Successors - Obligation to Notify.

This Agreement shall be binding upon both parties, their successors and assigns. The Employer shall give notice of the existence of this Agreement to any purchaser or transferee. In the event of a sale or transfer of the business of the Employer, the purchaser or transferee shall be bound by this Agreement.

Section 2 – Work Hours and Scheduling

Article 201 – Scheduling Weekend Clinics

CHC and CHU recognize the need for weekend clinics in order to provide excellent patient care. CHC will determine the positions needed and the time and location for any weekend clinics. CHC will use the terms of this article to schedule bargaining unit employees for the weekend clinics. Extra compensation for working weekend clinics is addressed in Article 302 on shift differentials.

- A. Bargaining unit employees will be scheduled for Weekend Clinic in accordance with the following priority system:
 - 1. Bargaining unit employees eligible for the weekend clinic rotation (See Section B) may request reasonable time off in advance on a first come first served system.
 - 2. Eligible bargaining unit employees will be assigned shifts as equitably as possible, on a rotation basis, taking into consideration appropriate skill mix and patient needs.
 - 3. CHC will provide orientation and shadowing for any bargaining unit employees, upon request, and as needed.
 - 4. Bargaining unit employees may switch assigned shifts with other qualified bargaining unit employees so long as they give advance notice to the supervisor and the appropriate skill mix and patient needs are maintained. For non-exempt bargaining unit employees, if the switch in assignment creates overtime, prior supervisor approval is required.
 - 5. Hours worked at a weekend clinic for all bargaining unit employees who are not 100% FTE shall count towards CTO accrual, up to a maximum of 100% FTE equivalent.
- B. Eligibility for Weekend Clinic. All bargaining unit employees with 15 or more years of CHC seniority may opt to be excluded from the Weekend Clinic eligibility pool rotation. Employees will be assigned to a pool in only one location, unless they volunteer otherwise. CHC, in its discretion, may exempt employees who work solely at Safe Harbor and Pearl Street from weekend clinic duties.
 - 1. Provider Eligibility Pool includes all NPs, PAs, NDs, DOs and MDs, except OB and psychiatry providers.
 - 2. Nurse Eligibility Pool includes all RNs and LPNs, except the MAT RNs, Psych RNs and Nurse Care Managers.
 - 3. Patient Services Eligibility Pool includes all Patient Services Representatives, who have completed their orientation and probationary period.
 - 4. Medical Technologist Eligibility Pool includes all Medical Technologists who have completed their orientation and probationary period.
 - 5. Medical Assistant Eligibility Pool includes all Medical Assistants who have completed their orientation and probationary period.
 - 6. Any qualified bargaining unit employees who are not in the eligible pool

for rotation may still volunteer for such shifts.

- C. Scheduling of weekend clinics for Non-Provider hourly employees. CHC shall post the schedule at least 4 weeks ahead of time. Employees will have reasonable time to indicate preferences before the schedule is posted.
- D. Holiday Weekends. Holiday weekends shall count as their own rotation for scheduling and will follow the same protocol as described above.
- E. Weekend Clinic Coverage. If an employee cannot work their scheduled weekend clinic because they are sick, they will call the assigned supervisor, who will notify qualified employees of the vacancy via text message. The vacancy will be awarded to the first employee who replies to the text message. The employee who is unable to work will make arrangements to make up their missed weekend shift.

Side Letter

Provider bargaining unit employees who were not part of the Weekend Clinic rotation prior to 7/1/19 will be excluded from the eligibility pool unless the eligible pool of providers for weekend duty falls below 20 providers, in which case such providers will be added to the eligibility pool in order of least CHC seniority until the pool is at least 20 providers. As providers are hired, these leg-acied providers will be removed from the eligibility pool in order of most CHC seniority.

Article 202 – Overtime

Non-exempt bargaining unit employees shall be paid overtime at a rate of one and one-half times their regular rate if they work more than 40 hours in a workweek.

Any non-worked hours, including CTO hours, holiday hours, bereavement leave, jury duty and unpaid hours, shall not count towards overtime eligibility.

Overtime will be assigned as follows: Volunteers will be sought first. If there are more volunteers than assignments or if there are no volunteers, CHC will make assignments as equitably as reasonable.

Employees shall not work overtime unless the employee obtains prior approval from the supervisor.

Article 203 – Combined Time Off

- A. CHC will provide Combined Time Off (CTO) to its employees consistent with their length of service.

The Combined Time Off (CTO) program combines sick, vacation, holiday and personal paid time off into a single bank accumulator that gives eligible staff individual responsibility and flexibility in the management of paid time off. In addition, employees are encouraged to retain a bank of CTO hours at least equal to two weeks of their regularly scheduled work hours to provide for the CTO necessary for the bridge to short term disability.

The employee must submit their time off request according to the procedures applicable to the employee's job category and/or Clinic.

All regular full-time and part-time employees are eligible to accrue CTO (See Article 10, Probationary Period for policies regarding CTO during employee's Probation Period.) Employees working below 18 hours per week are not eligible to accrue CTO.

Eligible employees begin accruing CTO from the start of employment or as of the effective date of entering an eligible status.

Temporary and Per Diem employees are not eligible for CTO.

B. Accrual Rates:

Non-exempt (hourly) employees accrue CTO each pay period based on actual hours paid, up to a maximum of 40 hours per week. Accrual for exempt (salaried) employees is based on standard hours. A Health Centers employee will be expected to work the number of hours outlined in their individual letters of employment or subsequent change of status letter.

CTO is credited to employees at each payroll cycle based on the number of paid hours (up to a maximum of 80 paid hours in a pay period). CTO tiers change based upon date of hire and attainment of the required service milestones, as follows:

Annual Accruals based on a 40 hour/week employee:

Months of Employment	Accrual Per Hour	Hours Accrued Per Year	Hours Maximum Carryover 12/31
0-23	0.1115	232*	160*
24-59	0.1212	252*	180*
60-83	0.1308	272*	200*
84-120	0.1404	292*	220*
120+	0.1500	312*	240*

**Numbers in this table represent a full-time, 40 hour/week employee. Employees less than 40 hours per/week accrue pro-rated CTO based on their standard hours.*

Employees on an unpaid leave of absence or workers compensation, short-term disability (unless covered by the Family Medical Leave Act [FMLA]), long-term disability, reduced work, or on unpaid time do not accrue CTO.

Employees on FMLA accrue CTO during their FMLA leave.

C. CTO Rollover:

At the end of the calendar year, if an employee has unused CTO hours accrued they will be rolled over to the next year, up to the maximum allowed, as indicated in the chart. Any additional hours will be forfeited. The maximum allowed is pro-rated for part-time employees with benefits based on their standard hours.

D. CTO Cashout:

At open enrollment each year, employees will be able to elect to cash out a

specific amount of CTO in the following year, so long as they have at least 80 hours remaining in their CTO bank.

E. CTO Usage:

1. If an employee goes home or stays home due to illness or personal issues, they must claim CTO for the time they are absent from work.
2. If an employee becomes ill during the day, they must contact their supervisor or, if the supervisor is not available, their supervisor's designee to let them know they are leaving for the day. Time away from work must be claimed as CTO, unless an exempt employee is flexing their time (See Section 3 below).
3. If an exempt employee either leaves work early or comes in late due to a scheduled appointment, and the time away from work is less than four (4) hours, the employee may flex time to make up their scheduled hours, with prior approval or supervisor or designee.

F. Reduced Work:

There are certain non-exempt (hourly) positions that cannot work without a Medical or Dental Provider being present. In situations where one of these providers is unexpectedly out and a supervisor does not have alternative work for the employees to do, these employees will be paid without having to use CTO..

G. Requesting and Scheduling CTO:

All bargaining unit employees in each job category and/or Clinic will work with staff colleagues, practice supervisors and directors in their clinic to arrange coverage for their CTO requests.

CTO requests will not be unreasonably denied. CHC shall respond to any CTO requests within 90 days if the requested time is at least one year in the future.

The maximum amount an employee may take at one time is 2 weeks. Exceptions for time off beyond two weeks may be granted on a case by case basis by written request to their supervisor and with approval by the Program Director. Employees may not go into a negative CTO balance.

To provide sufficient time for patient scheduling, staff must provide advance notice for time off requests of multiple consecutive days off, based on the list below. If the need for time off could not have reasonable been anticipated, the employee will give as much notice as is possible. Shorter CTO requests of a day should be requested as far in advance as possible, and will not be unreasonably denied.

- Providers give at least 12 weeks' notice
- Licensed professionals give at least 4 weeks' notice
- All other employees give at least 2 weeks' notice

H. Entering CTO on Time Sheets:

- For Non-Exempt (hourly) employees, CTO will be used for scheduled absences including vacation, holidays, personal time, personal appoint-

ments, as well as for unscheduled absences such as tardiness, unplanned illness, family emergencies or transportation problems.

- For Non-Exempt (hourly) employees, CTO hours do not count towards the overtime calculation in a work week. Overtime is based on hours actually worked.
- For Exempt (salaried) employees, CTO will be taken in half-day or full-day increments.
- CTO cannot be used to exceed your standard hours, including instances of Overtime and/or Holidays.

I. CTO Balances at Termination:

1. Terminating employees who have completed their probationary period will have all pre-resignation CTO requests honored during their notice period. New CTO time off will not be granted during the notice period unless there is an unusual situation approved by the manager. An employee's last worked day will be considered their termination date, CTO cannot be used up in lieu of a notice period.
2. CTO will be paid in their last paycheck for all accrued and unused CTO, up to their maximum carryover, if they give sufficient notice, as set forth below:
 - Providers give at least 90 days' notice
 - Licensed professionals give at least 28 days' notice
 - All other employees give at least 14 days' notice

If there is an unusual situation that prevented proper notice, a shorter notice period may be authorized upon the approval of the CEO or designee. Employees in their probationary period will forfeit accrued CTO upon termination.

J. CTO Use for Sick Leave:

If an employee is going to miss their scheduled shift or be late for their shift, they must notify their supervisor, or designee, as soon as possible.

K. Earned Time Donation:

CHC will permit bargaining unit employees to donate their own CTO time in accordance with the earned time donation program applicable to all CHC employees.

Article 204 – Call Systems For Providers

- A. CHC supports patient medical needs after hours for both general medical questions as well as support for our obstetric patients. CHC contracts with a nurse triage service for general medical questions. Bargaining unit employees will be scheduled for after-hours back up call assignment in accordance with the following priority system:
 1. Bargaining unit employees eligible for the after-hours call assignment (See Section B and C) may request reasonable time off in advance on a first come first served system.
 2. Eligible bargaining unit employees will be assigned call shifts as equita-

bly as possible, on a rotation basis, taking into consideration appropriate skill mix and patient needs.

3. Bargaining unit employees may switch assigned shifts with other qualified bargaining unit employees in the same position so long as they give advance notice to the supervisor and the appropriate skill mix and patient needs are maintained.

B. Call Assignments

1. Eligibility for After-hours Medical call assignment
 - a. Provider Eligibility Pool includes all NPs, PAs, NDs, DOs and MDs, except OB and psychiatry providers.
 - b. Any qualified bargaining unit employees who are not in the eligible pool for rotation may still volunteer for such shifts.
2. Eligibility for Obstetric call assignment
 - a. MD, DO, or Women's health APRN/Certified Nurse Midwife (CNM) with obstetric privileges at CHC.

C. Holiday Weekends. Holidays shall count as their own rotation for scheduling and will follow the same protocol as described above.

D. If CHC is closed during business hours on a non-federal holiday and contracted nurse triage service is not available and providers are taking medical call, they will be compensated at their hourly rate (e.g., \$104,000/year = \$50/hour)

E. Changes. The parties agree that the Provider Compensation Committee can review and evaluate the call system for providers and the use of a call service and make recommendations that must be approved by the CEO of CHC and the President of the Union.

Article 205 – Rest and Meal Breaks

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

CHC will provide non-provider hourly bargaining unit employees scheduled to work for 6 or more consecutive hours a 30 minute unpaid meal period, without work responsibility. Employees shall have the option to arrange the time for their meal breaks among themselves in each unit/practice in a way that ensures continuity of patient care. If a non-provider hourly bargaining unit employee is unable to take their unpaid meal period because of work-related considerations, they must get prior approval from their supervisor or designee and they will be paid for that time.

Rest and meal breaks may not be used to arrive to work late or to leave work early, unless the supervisor or designee provides prior approval.

Section 3 – Wages and Benefits

Article 301 – Wages

1. Provider Bargaining Unit Employees (Midwife, Naturopathic Physician, Nurse Practitioner, Physician, Physician Assistant, Psychiatrist).
 - a. FY23. The MOU, dated 7/21/2022, will be incorporated into the contract. Providers will be paid at their existing wage rate or the rate provided in the wage table in the MOU, whichever is higher.
 - b. FY24. Effective the first full pay period in August 2023, the wage tables for providers will be revised based on the 2022 NACHC wage data, using 100% of the target wage. All wage targets will be based on the 50th percentile wage for the specified position for Region 1 (New England), at organizations with more than 70,000 encounters. The wage rate for Primary Care Physician will be an average of the rate for Family Medicine and for Internal Medicine MD/DO. The wage rate for Primary Care Advanced Practice Provider (including CNM) will be an average of the rate for APRN and PA. The rate for other positions will be the rate for that specific position. Providers will be paid at their existing wage rate or the rate provided in the revised wage table, whichever is higher. Providers will move to a higher tier if they are eligible based on their years of experience.
 - c. FY25. Compensation shall be based on the terms agreed upon by the Provider Compensation Committee. If no agreement is reached, provider bargaining unit employees shall receive a 2% increase to their salary.
 - d. Provider Compensation Committee. CHC and the Union shall meet on a regular basis to bargain the appropriate parameters for a fair and equitable provider compensation system that is based on the following objectives:
 - i. Provide a fair wage
 - ii. Provide a transparent compensation calculation
 - iii. Improve quality of care
 - iv. Promote the increase in patient access
 - v. Incentivize going above and beyond standard expectations
 - vi. Reward high producing and high quality providers
 - vii. Maintain financial viability of CHC
 - viii. Increase the efficiency of provider administrative practices
 - ix. Move toward valued-based reimbursement for patient care

The Committee shall have an equal number of representatives from management and the Union, with a maximum of 3 representatives from each side. The Committee shall have two co-chairs, one from each side. Jointly, the co-chairs shall be responsible for establishing a regular agenda and meeting time. Each co-chair shall provide the other with its proposed meeting agenda a minimum of two days prior to the

meeting date. The Committee shall meet at least once every month; or, upon agreement by both parties, the Committee may meet more often. Attendance at Committee meetings shall be considered paid time. Any proposal must be agreed to by the CEO of CHC and the President of the Union.

2. All Other Bargaining Unit Employees.
 - a. FY23. Effective the first full pay period in August 2022, all other bargaining unit employees will be paid based on the wage grade tables attached as Exhibit A. For those employees who are currently not on a step, they will be placed on the step that matches their years of experience. If the new step placement results in a lower pay rate, the employee will be placed on a step that is closest to their existing pay rate without any reduction in pay.
 - b. FY24 and FY25. Effective the first full pay period in August 2023, the wage grades for all non-provider bargaining unit employees shall be increased by 2%, and the employees will move up one step. Effective the first full pay period in August 2024, the wage grades for all non-provider bargaining unit employees shall be increased by 2%, and the employees will move up one step. The wage rate shall be the greater of their step placement or \$20/hr.
 - c. Non-provider bargaining unit employees who have reached the maximum step will not get an increase in pay, but they will get a lump sum bonus equal to the percentage of the last step increase multiplied by the employee's base compensation for the prior fiscal year, payable in the first full pay period in September.
3. Organization Performance Bonus.
 - a. Net Income Lump Sum Bonus. If CHC ends the year with a positive Net Income from Operations that is between 2% and 3%, bargaining unit employees will receive a minimum bonus of 0.5% of their total wages for all hours worked during the fiscal year. If Net Income from Operations is more than 3% of total revenue, bargaining unit employees will receive a minimum bonus of 1% of their total hours worked.
 - b. Quality Bonus. CHC shall pay a quality bonus to providers on the terms and conditions established by the Provider Compensation Committee.
4. Job Change. Except as stated otherwise in this section, if a bargaining unit employee moves to a different position, the bargaining unit employee will be paid according to the external hiring guidelines, unless the Union and CHC agree otherwise. In a promotion to Charge Nurse or to any lead position (e.g., Lead Social Worker or Lead Physician), the bargaining unit employee shall retain their existing step.
5. External Hiring Guidelines. New bargaining unit employees will be placed on the step equal to their years of experience in their current pro-

fessional position. The appropriate step is based on full years of service in the current professional position (e.g., Step 0 is less than 0.5 years of experience, Step 1 is 0.5 to 1.5 years of experience, Step 2 is 1.5 to 2.5 years of experience, etc.). The hiring manager may adjust the step based on the needs of the organization by no more than 2 steps up from the new employee's years of experience in the professional position.

- a. RNs will have previous LPN experience credited as follows: one step for every two years of LPN experience.
- b. All human services work experience post bachelors degree will count toward experience crediting for social work case managers and case workers.
- c. All behavioral health employees will receive credit for all professional work experience after obtaining their LMSW or the date of the Vermont roster, whichever is earlier.
- d. All other roles will receive credit for all demonstrable work experience on par with the essential duties of the job description.

Proposed Pay Grades (excluding Providers)

Title	Grade
340B Specialist	SS14
Administrative and Research Assistant - Psych	SH04
Administrative and Research Assistant	SH04
Administrative Associate	SH02
Behavioral Health Case Manager	PS06
Behavioral Health Clinical Lead	PS18
Call Center Agent	SH02
Care Coordinator	SH04
Billing	SS04
CDA	SH10
Charge RN	PH12
Clinical Care Coordinator	PH10
Clinical Dietician	PS10
Clinical Social Worker	PS16
Clinical Social Worker/Licensed Clinical Mental Health Cc	PS16
Community Support Worker	SH02
Community Support Worker	SH02
Congregate Living Outreach Care Manager	SH04
COVID Outreach Event Coordinator	SH04
Dental Assistant	SH10
Dental Assistant Intern	SH04
Employee Health and Wellness RN	PH08
Dental Triage Scheduling	SH02
Dental Triage Scheduling Assistant	SH02

Title	Grade
MAT - Medical Assistant	SH04
MAT Clinical Care Coordinator	PS16
MAT Lead	PS18
MAT Registered Nurse	PH08
Medical Assistant	SH04
Medical Assistant Clinical Trainer	SH04
Medical Coder	SH06
Medical Respite Support Staff	SH02
Medical Technologist	SH12
Medical Technologist (with Phleb)	SH12
Medical Technologist (without Phleb)	SH12
Nurse Care Manager	PH08
Nurse Educator	PH10
OB Clinical Social Worker	PS16
Outreach And Case Manager	PS06
Patient Accounts Representative I	SH02
Patient Accounts Representative II	SH04
Patient Panel Manager	SH02
Patient Services Representative	SH02
Patient Services Representative - Behavioral	SH04
Patient Services Representative - Educator	SH05
Patient Support Case Worker	SH02
Patient Support Case Worker	SH04
Permanent Supportive Housing Res Worker	SH02

Title	Grade
Dental Triage Scheduling Assistant Licensed	SH02
Development and Communications Coordinator	SH04
Development and Communications Senior Advisor	SH04
EE Health Safety (.5 Reclassed to RN)	SH04
HIM Representative	SH02
Interpreter	SH16
Lead Dental Assistant	SH12
Lead Health Information Management	SH04
Lead Patient Services Representative	SH04
Licensed Practical Nurse	SH10
LPN	SH10

Title	Grade
Phlebotomist And Laboratory Assistant	SH02
Pre-Auth Coordinator	SH02
Pre-Authorization Coordinator	SH02
Referrals Representative	SH02
Psychiatry Registered Nurse	PH08
QRC Program Assistant	SH08
Quality Program Manager	SS22
Registered Nurse	PH08
Social Work Care Manager	PS06
Sterilization Dental Assi	SH08
Sterilization Dental Assistant	SH08
Treatment Plan Coordinator	SH04
Vaccine Coordinator	SH10

Step	PH08	PH10	Profes- sional Hourly	Profes- sional Salary	PS10	PS16	PS18	Sup- port Hourly	SH04	SH05	SH06	SH08	SH10	SH12	SH16	Sup- port Salary
8-6-2022 Rate																
0	\$32.42	\$34.25	\$22.48	\$24.78	\$28.69	\$30.12	\$18.55	\$19.49	\$19.97	\$20.47	\$21.51	\$22.60	\$23.74	\$26.21	\$24.94	\$30.39
1	\$32.82	\$34.68	\$22.85	\$25.20	\$29.17	\$30.63	\$18.86	\$19.81	\$20.31	\$20.81	\$21.87	\$22.98	\$24.14	\$26.64	\$25.36	\$30.90
2	\$33.23	\$35.11	\$23.23	\$25.62	\$29.65	\$31.14	\$19.17	\$20.14	\$20.65	\$21.16	\$22.23	\$23.36	\$24.54	\$27.09	\$25.78	\$31.41
3	\$33.65	\$35.55	\$23.62	\$26.04	\$30.15	\$31.66	\$19.49	\$20.48	\$20.99	\$21.51	\$22.60	\$23.75	\$24.95	\$27.54	\$26.21	\$31.94
4	\$34.07	\$36.00	\$24.02	\$26.48	\$30.65	\$32.18	\$19.82	\$20.82	\$21.34	\$21.87	\$22.98	\$24.14	\$25.37	\$28.00	\$26.65	\$32.47
5	\$34.49	\$36.45	\$24.42	\$26.92	\$31.16	\$32.72	\$20.15	\$21.17	\$21.70	\$22.24	\$23.36	\$24.55	\$25.79	\$28.47	\$27.09	\$33.01
6	\$34.92	\$36.90	\$24.82	\$27.37	\$31.68	\$33.27	\$20.48	\$21.52	\$22.06	\$22.61	\$23.75	\$24.96	\$26.22	\$28.94	\$27.55	\$33.56
7	\$35.36	\$37.37	\$25.24	\$27.82	\$32.21	\$33.82	\$20.82	\$21.88	\$22.42	\$22.98	\$24.15	\$25.37	\$26.66	\$29.42	\$28.00	\$34.12
8	\$35.80	\$37.83	\$25.66	\$28.29	\$32.75	\$34.38	\$21.17	\$22.24	\$22.80	\$23.37	\$24.55	\$25.79	\$27.10	\$29.91	\$28.47	\$34.69
9	\$36.25	\$38.31	\$26.09	\$28.76	\$33.29	\$34.96	\$21.52	\$22.61	\$23.18	\$23.76	\$24.96	\$26.22	\$27.55	\$30.41	\$28.95	\$35.27
10	\$36.70	\$38.78	\$26.52	\$29.24	\$33.85	\$35.54	\$21.88	\$22.99	\$23.56	\$24.15	\$25.38	\$26.66	\$28.01	\$30.92	\$29.43	\$35.86
11	\$37.16	\$39.27	\$26.96	\$29.73	\$34.41	\$36.13	\$22.25	\$23.37	\$23.96	\$24.56	\$25.80	\$27.11	\$28.48	\$31.43	\$29.92	\$36.45
12	\$37.63	\$39.76	\$27.41	\$30.22	\$34.98	\$36.73	\$22.62	\$23.76	\$24.36	\$24.97	\$26.23	\$27.56	\$28.95	\$31.96	\$30.42	\$37.06
13	\$38.10	\$40.26	\$27.87	\$30.72	\$35.57	\$37.35	\$22.99	\$24.16	\$24.76	\$25.38	\$26.67	\$28.02	\$29.43	\$32.49	\$30.92	\$37.68
14	\$38.57	\$40.76	\$28.33	\$31.24	\$36.16	\$37.97	\$23.38	\$24.56	\$25.17	\$25.80	\$27.11	\$28.48	\$29.93	\$33.03	\$31.44	\$38.31
15	\$39.06	\$41.27	\$28.80	\$31.76	\$36.76	\$38.60	\$23.77	\$24.97	\$25.59	\$26.23	\$27.56	\$28.96	\$30.42	\$33.58	\$31.96	\$38.95
16	\$39.54	\$41.79	\$28.80	\$31.76	\$36.76	\$38.60	\$23.77	\$24.97	\$25.59	\$26.23	\$27.56	\$28.96	\$30.42	\$33.58	\$31.96	\$38.95
17	\$40.04	\$42.31	\$28.80	\$31.76	\$36.76	\$38.60	\$23.77	\$24.97	\$25.59	\$26.23	\$27.56	\$28.96	\$30.42	\$33.58	\$31.96	\$38.95
18	\$40.54	\$42.84	\$28.80	\$31.76	\$36.76	\$38.60	\$23.77	\$24.97	\$25.59	\$26.23	\$27.56	\$28.96	\$30.42	\$33.58	\$31.96	\$38.95
19	\$41.05	\$43.37	\$28.80	\$31.76	\$36.76	\$38.60	\$23.77	\$24.97	\$25.59	\$26.23	\$27.56	\$28.96	\$30.42	\$33.58	\$31.96	\$38.95
20	\$41.56	\$43.91	\$28.80	\$31.76	\$36.76	\$38.60	\$23.77	\$24.97	\$25.59	\$26.23	\$27.56	\$28.96	\$30.42	\$33.58	\$31.96	\$38.95

Article 302 – Differentials

1. CHC shall pay the following differentials to non-exempt (hourly) bargaining unit employees. Non-exempt Providers are not eligible for these differentials.
 - Weekends. CHC shall pay a \$2.50 per hour differential for all hours worked on a weekend.
 - Evening and Night. CHC shall pay a \$2.50 per hour differential for all hours worked between 5:00 pm and 7:00 am, if the shift includes at least two (2) hours between 5:00 pm and 7:00 am or the entire shift is within the designated period.
 - Per Diems. CHC shall pay a \$2.00 per hour differential for all hours working in per diem status.
 - Designated On-Call. Employees who are placed on call will be paid \$2.00 per hour for all hours while in on-call status. If an employee has to work while on call they will be paid their regular rate of pay if they can do the work remotely; or they will be paid one and one-half times their base rate for all hours worked if they have to go on site, with a minimum of two hours.
2. CHC shall pay the following differentials to Providers.
 - On-Call. CHC shall pay the following amounts for being on call:
 - Weekday (5:00 pm to 8:00 am) - \$225 per shift
 - Weekend 24 hour - \$450 per shift
 - Weekend 19 hour - \$375 per shift
 - Weekend Clinic. CHC shall pay advance practice providers a flat rate of \$300 per weekend block and physicians a flat rate of \$500 per weekend block.
 - Per Diem. APPs shall receive a daily amount of \$300. Physicians shall receive a daily amount of \$500.
 - OBGYN. CHC shall pay an \$10,000 annual differential for physicians performing OB services and call. CHC shall provide a quarterly stipend of \$5000 for providers performing deliveries to split based on the percentage of deliveries each provider makes.
 - Call In Pay. CHC shall pay a \$100 flat fee for providers called in to cover a colleague's shift with less than one month's notice.
 - Outside Contracts. Any and all contracts CHC is engaged in with outside organizations where bargaining unit staff are paid through CHC to work for another organization shall be honored according to the agreement between the parties.
 - Provider Leads. CHC shall pay a \$2000 annual stipend for Education, Obstetric, Health Information Technology (EMR) and Youth Leads. A Provider may receive multiple stipends for multiple roles.
3. Any and all Differentials, Stipend or other forms of payment currently being paid by CHC to bargaining unit employees not covered in the above sections 1 and 2 shall be honored, except that CHC may make

changes after giving the Union 30 days' notice and an opportunity to bargain the effects of such a change.

Article 303 – Benefits

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

- Health Insurance. Bargaining unit employees shall pay the following percent of the premium:
 - Employees working 30 - 40 hours per week
 - Employee only 11%
 - Employee +1, and Employee + Family 25%
 - Employees working 20 – 29.9 hours per week
 - Employee only 55%
 - Employee +1, and Employee + Family 64%
- Health Insurance Stipend. Employees who choose not to enroll in CHC sponsored health insurance coverage are eligible for the following stipend if they can show proof of coverage elsewhere and sign a release.
 - Employees working 30 – 40 hours per week \$112.50 per month
 - Employees working 20 – 29.9 hours per week \$84.50 per month
- Healthcare and Dependent Care Reimbursement Accounts
- Dental Insurance. Bargaining unit employees shall pay the following percent of the premium:
 - Employees working 30 - 40 hours per week 50%
 - Employees working 20 – 29.9 hours per week 75%
- Vision Plan
- Life Insurance
- Short-Term and Long-Term Disability Insurance
- Retirement Plan

CHC agrees that a full-time employee will not have a decrease in their net pay if they continue with the same benefits plan, based on the wage increases effective in February 2023 and the insurance premiums that went into effect January 1, 2023.

Article 304 – Holidays

- A. Benefits eligible hourly employees who would regularly work on one of the holidays (if their workplace is closed) listed below may use their CTO or go without pay for the holiday.

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

- B. At either parties' request, CHC and CHU shall meet to bargain changes to the proposed holidays for the next calendar year. To accommodate patient scheduling, such negotiations shall be completed by June 30th of the prior year.
- C. Non-provider hourly employees will be paid at one and one-half times their standard hourly rate of pay for all hours they are required to work on a holiday. If the work is on a holiday that has both an observed and actual date, and the employee has to work on the actual holiday, the employee will be paid at the higher rate on the actual holiday and not on the observed holiday.
- D. Employees who celebrate religious or cultural holidays not listed above may request and shall not be unreasonably denied the time off.
- E. See Article 408 for provisions relating to employees in their probationary period.

Article 305 – Bereavement

A leave of absence with pay for up to three days will be granted in the event of a death of someone whom the employee considers to be part of their immediate family, e.g., a spouse/partner, child (or miscarriage), parent, sibling, sibling of a spouse/partner, grandparent, or grandparent of a spouse/partner. The employee must request and be granted permission by their Supervisor to take a specific number of days of bereavement leave. Employees may use up to a maximum of six paid bereavement days per calendar year, with a maximum of 3 days per occurrence. If appropriate, supervisors may also grant additional days off as either CTO or unpaid time.

Article 306 – Family and Medical Leave and Short-Term Family Leave

CHC will provide family and medical leave in compliance with state and federal law.

CHC will provide short-term family leave in compliance with state law.

Article 307 – Parental Leave

Employees will receive fifteen (15) days (the equivalent of 3 weeks) of paid parental leave upon the birth or adoption of a child. Additional paid time may be taken from the employee's CTO bank. An additional (3) three calendar months of non-paid leave may be taken during which, CHC will

continue to pay the employer contribution of the employee's health and dental insurance premiums under Federal Law or Article 310 "Personal Leave of Absence," as applicable. Arrangements for a temporary flexible work schedule after returning from a parental leave may be considered.

Article 308 – Military Leave

CHC will provide military leave in compliance with state and federal law.

Article 309 – Jury Duty/Witness Duty

Upon receiving a summons for jury or witness duty, employees must provide their supervisor with a copy of their court paperwork requesting service on a jury. CHC will reimburse employees their usual salary/hourly rate for time spent on jury/witness duty, less the amount received by the employee as payment for those services. If jury duty involves partial days, time will be reported on day/time sheets in hourly increments, and employees will be expected to return to work or use CTO for the balance of their scheduled hours for the day.

Employees who are required to serve on jury or witness duty will continue to accrue benefits and seniority rights during their absence.

Article 310 – Personal Leaves of Absence

CHC may provide personal unpaid leaves of absence to employees if they do not qualify for any other types of leave.

Except as otherwise required by law, personal unpaid leaves of absence may be granted at the sole discretion of CHC. The decision on whether or not to approve the leave of absence is not subject to the grievance process.

Unless otherwise indicated in the approval notice, the following benefits will apply, up to a maximum period of 3 months:

- The employee will be able to return to their same or similar position,
- Benefits will continue at the same level, and
- Seniority will accrue.

Article 311 – Mileage Reimbursement

All bargaining unit employees authorized by their supervisor to use a personal car in the performance of their jobs will be reimbursed at the IRS per mile rate established at the beginning of each calendar year.

Requests for mileage reimbursement will be submitted on a Travel Expense Log, and will generally be reimbursed no later than the pay period following the submission of the expense.

Article 312 – License Renewal and Continuing Education

CHC shall pay for DEA and Professional Vermont License renewal for all employees as required for their job description.

Bargaining unit employees with an FTE of 0.5 or greater who have com-

pleted their probationary period are eligible for the benefits below.

Each fiscal year, CHC shall provide the following continuing education funding and/or leave pro-rated based on an employee's FTE to support work for license renewal or certification renewal to the extent such licenses or certifications are required for the job:

	<u>Funding</u>	<u>Paid Time</u>
• Dental Assistants	\$300	24 hours
• LPNs	\$300	24 hours
• RNs and Coders:	\$500	24 hours
• Social Workers / Psychologist/ Dieticians/AAP/LADC/LCMHC:	\$1000	32 hours
• Dual licensed individuals:	\$1250	40 hours
• NP/PA/CNM/ND	\$2250	40 hours
• MD/DO	\$3000	40 hours

C. CME funding reimbursements must be pre-approved and provide verification of completion of the course. Reimbursements will generally be reimbursed no later than the pay period following the submission of the expense. The funding and paid time must be used in the current fiscal year and will not rollover. New CME expenses and hours will not be approved during the notice period. During the notice period licensure will be reimbursed if renewal is during the employment period.

Expenditures allowed under the Continuing Education benefit:

- Professional membership fees or certification fees
- Credits toward required certification or re-certification; or licensure
- Educational material to maintain licensure or certification or to improve professional knowledge, including books and periodicals
- Seminars, workshops, courses and conferences related to professional development, to improve productivity, to maintain licensures, certification or credentialing
- Travel expenses (meals, mileage, and lodging), related to a continuing education event subject to the CHC travel expenditure policy.
- Medical Staff fees for UVMMC

D. CHC will work with CHU to attempt to offer at least 2 CME/CEU opportunities per year for each department on site during regular clinic hours with at least one of those opportunities per department being offered from an outside source. CHC will work to ensure that onsite training are relevant and applicable to Medical Assistants and other clinical staff.

E. If multiple employees in the same job/clinic request to go to the same conference and all cannot be accommodated, administration will give priority on a first come first served basis. No employee in this scenario

shall get priority if they have already attended a conference and others who have made the request have not.

- F. Use of professional development funds and time must be coordinated with and approved by the employee's supervisor.
- G. CHC shall provide access to CPR and BLS training at least twice per year.
- H. CHC shall allocate \$10,000 annually for other training and certification opportunities for non-licensed staff who do not receive other continuing education funding. This funding is separate from the costs for the opportunities in Subsection D. Employees who are interested in pursuing additional training opportunities should provide details of the requested training opportunity to their supervisor. Approval will be based on relevance of the training content, alignment with organizational priorities, scheduling impact, and overall funding availability.

Section 4 – Work Rules and HR Administration

Article 401 – Non-Discrimination

CHC and the CHU agree not to harass or discriminate against any bargaining unit employee because of race, color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, disability, HIV status, military service or status as a military veteran as defined under applicable law, marital status, protected CHU activities/membership, or on any other characteristic protected by law.

If a bargaining unit employee believes they have been the target of any form of harassment, or if they observe any form of harassment, they are encouraged to report such information to the supervisor or human resources. Allegations of harassment shall be investigated promptly.

Article 402 – Seniority

- 1. **Seniority.** CHC Seniority shall mean all time worked continuously with the employer at any location from their most recent date of hire. Time with any merged entity will be added to CHC seniority in full. An employee who accepts a position outside of the bargaining unit shall be credited for all time spent employed within CHC upon accepting a position within the bargaining unit.
- 2. **Loss of Seniority.** Unless restored, Seniority will be lost upon separation of employment.
- 3. **Restoration of Seniority.** Seniority will be restored if an employee returns to work for CHC within one year after the separation date, or longer if required by law. Seniority will then include the seniority earned at the time of separation of employment, unless otherwise required by law.
- 4. **Lists.** CHC will maintain the seniority lists. The Union may request to review these lists. CHC will provide the Union a copy of the list

once per year. The lists shall be available to bargaining unit employees. Bargaining unit employees will notify HR of any discrepancies and any corrections, if necessary, shall be made.

Article 403 – Employment Status

Exempt Employees. Exempt employees are paid a salary and are not eligible for overtime wages, regardless of the number of hours worked.

Non-Exempt Employees. Non-exempt employees are paid on an hourly basis and are eligible for overtime.

Full-Time Employee. Full-time employees are regularly scheduled to work 40 hours per week.

Part-Time Employee. Part-time employees are regularly scheduled to work less than 40 hours per week.

Per Diem Employee. Per diem employees work on an as-needed basis. Per diem employees are not eligible for any benefits, unless otherwise required by law. Per diem employees must remain competent and up-to-date on all CHC practices and procedures. CHC may separate a per diem employee if they have not worked in 3 months. If there are extenuating circumstances, CHC may grant an employee an extension, not to exceed 90 additional days.

Temporary Employee. Temporary employees are hired for specific assignments which generally last no more than three months.

Loan Forgiveness Program. CHC agrees that working an average of 30 hours per week will be considered full-time employment for purposes of any loan forgiveness program that requires full-time employment.

Article 404 - Vacancies

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

If CHC decides to fill a vacant position, it shall post the position internally before or at the same time as any external posting. The posting shall include the job title, FTE or per diem status, hours of work, primary location, and required/preferred qualifications.

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

When a bargaining unit employee accepts a new internal position, CHC 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 six months).

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

Article 405 – Orientation

1. CHC will provide appropriate orientation to all new bargaining unit employees. If the employee is new to the organization, the orientation program shall include both general organizational orientation and specific work area orientation. All new employees must attend applicable General Orientations prior to working at their location. Time spent in orientation will be considered paid work time.
2. Orientation program is individualized for each new Employee taking into consideration the experience and needs of the orientee. Orientees will have regular check-ins with their supervisor and other employees who are responsible for the orientation. In addition, departments will develop and maintain orientation training development plans. Departments will seek feedback and input from Leads (or Senior employees where there aren't leads) when developing the orientation training and development plans. Employees may review these plans and provide input to their supervisor. These plans may also be discussed further at the Joint Training Committee meetings.
3. Newly licensed RNs orientation will be a minimum of 3 months. These time periods may be shortened by the mutual agreement of the manager, nurse supervisor and/or educator, and orientee. CHC shall use competency-based assessment tools for the orientation of newly licensed RNs. The orientee shall not be counted as unit staff until they have demonstrated appropriate competencies. Daily assignments will be adjusted to meet the needs of the orientee and support the orientation plan. Each orientee will have one primary mentor through orientation.
4. Whenever the Employer introduces new procedures, technologies (including, but not limited to EHR) and/or equipment, all affected employees shall be provided the appropriate training and orientation prior to the introduction of the new procedures and/or equipment in the workplace. Any bargaining unit employee who requests additional training directly related to their work shall not be unreasonably denied such training.

Side Letter on Joint Training Committee.

Upon ratification, the parties shall establish a Joint Training Committee to provide input on orientation and training plans. The Labor Management Committee shall create a more detailed scope and objectives. The Joint Training Committee shall meet on a quarterly basis, and on an ad hoc basis should one party make the request and the other party agrees. Each party

shall submit its agenda items 5 days in advance of the meeting. Each party shall appoint up to 3 members to the Committee. Participation will be paid and coverage will be provided for committee members to attend.

Article 406 – Pay Period

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

Article 407 – Health and Safety

- A. CHC and CHU agree that safety awareness is an important job for all employees. If a bargaining unit employee becomes aware of an unsafe condition, the employee will report it to the supervisor as soon as possible. CHC and CHU and the employees will observe and comply with all local, state, and federal health and safety laws and regulations.
- B. Bargaining unit employees may raise safety complaints/concerns at any time without fear of reprisal for making such complaints/concerns. If CHU has any concerns about written policies procedures and protocols affecting health and safety, CHU can bring those concerns to the attention of CHC at any time or at Labor Management Committee meetings.
- C. CHC shall provide to all employees the necessary safety equipment to perform their duties, including the appropriate levels of PPE to protect bargaining unit employees as recommended by the CDC guidelines and/or the Vermont Department of Health and/or as required by CHC policies and procedures, state and federal law. CHC shall provide appropriate health and safety training to employees, which shall be paid work time. The employee is responsible for using appropriate safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or in disrepair. The employer shall replenish or repair such supplies and equipment when notified. Employees are responsible for taking good care of all safety equipment.
- D. If there has been exposure or contact that places the employee at risk, CHC shall arrange for the provision of governmentally required treatment and testing at no cost to the employee.
- E. CHC will provide all governmental required immunizations at no out of pocket expense to the employee. CHC will also cover the full cost of the following immunizations after insurance has been charged and paid out, to bargaining unit employees who would like them: flu shot, varicella, MMR, Hep A, Hep B, COVID Vaccine/Boosters, and TDAP. All immunizations shall be voluntary.

CHU will be able to appoint three representatives to serve on CHC's Emergency Preparedness and Response Committee.

Article 408 – Probationary Period

The first ninety (90) calendar days of employment at CHC for a bargaining unit employee will be considered a probationary period during which they may be disciplined or terminated without recourse to grievance and arbitration. Extensions beyond the probationary period shall be determined by a mutually written agreement between the CHU, employee, and the Employer.

CHC employees are entitled to take holidays with pay when CHC is closed during the Probation Period as well as CTO necessitated by the employee's illness or injury. If a probationary employee has not earned enough CTO prior to a holiday, the employee will still be paid for the full holiday, using whatever CTO the employee had at the time if less than a full day. During the Probation Period, Health Centers staff may not take CTO for vacation or personal purposes, but they may take approved unpaid time.

Article 409 – Personnel Records

Before placing any documentation that is evaluative, disciplinary or which reflects negatively on an employee into a bargaining unit employee's personnel file, the bargaining unit employee shall be informed of or given a copy of the documentation. Employee signatures on any evaluation or discipline serves as proof of receipt only. Bargaining unit employees may submit a timely rebuttal, which shall be placed in the personnel file with the corrective action.

Bargaining unit employees shall be granted access to and provided relevant copies of documents in their personnel file. Bargaining unit employees will schedule a mutually convenient time with Human Resources in order to view their personnel file.

For purposes of corrective action, after two (2) years, all written and oral memoranda shall not be admissible to establish an element of progressive discipline provided that there has been no repetition of the conduct. Exceptions to this include corrective actions for Harassment, Substance Abuse, Confidentiality (including HIPAA), Medication or Drug Diversion, Patient Abuse or Mistreatment and Billing Compliance Violations, which will remain in effect for as long as the bargaining unit employee is employed.

Article 410 – Performance Evaluation

The purpose of performance evaluations is for employees to receive critical feedback and support from their supervisors with the goal of improving quality patient care. Performance evaluations are not formal progressive discipline.

CHC shall conduct annual written performance evaluations on bargain-

ing unit employees. The employee shall meet with the evaluating manager(s) to discuss the evaluation that shall be signed by the employee and the evaluating manager(s). If the overall evaluation is accompanied by formal discipline and/or a Performance Improvement Plan (PIP), or if the employee is on a PIP, then, at the request of the bargaining unit employee, they may have the option to have a CHU representative in a meeting with their direct supervisor at the time of the performance evaluation. This meeting will be scheduled with collaboration between the employee, the supervisor and the CHU representative.

At the time of the performance evaluation, a place will be provided on the evaluation form on which the employee may make written comments regarding the evaluation. Upon request, the employee may take up to 14 calendar days to complete the comments. Upon request, a copy of the evaluation shall be provided to the employee.

Article 411 – Discipline & Discharge

A. No bargaining unit employee, except for bargaining unit employees in a probationary period, shall be disciplined or discharged except for just cause. The employer agrees to implement progressive discipline with respect to any disciplinary action. Normally the steps shall proceed from verbal warning to written warning to suspension (or final written warning) to discharge. In appropriate circumstances similar to a HIPAA violation involving disclosure to third parties, violent physical conduct, unlawful harassment, being impaired or under the influence of alcohol or controlled substances while at work: suspension or discharge may be imposed in the first instance.

Disciplinary actions are the means by which CHC enforces its standards of conduct. These actions should be designed to help employees correct any performance or behavioral issues and accept their work responsibilities rather than being viewed solely as punitive measures. CHC will create with an employee a performance improvement plan at or before issuing a written warning for unsatisfactory job performance concerns.

B. CHC will permit a CHU representative to be present during an investigatory interview according to Weingarten standards developed by the National Labor Relations Board and the CHU representative will not lose pay for participating in the investigatory interview. The manager or supervisor shall notify the bargaining unit employee that they may have a CHU representative present prior to or during any conversation, interview, or investigation that, in the reasonable opinion of the manager/supervisor, could result in progressive discipline or necessitate some form of disciplinary documentation in a personnel file. At the request of the employee, the parties shall work collaboratively to schedule this meeting as soon as possible.

- C. A bargaining unit employee shall be informed of the right to have a CHU representative present whenever the employee is to be informed of a decision to issue a written warning, suspension or termination. The CHU representative will not lose pay for participating in the meeting where the discipline is shared. In the event no CHU representative is available, the CHC may impose the discipline but must meet with the bargaining unit employee and a representative as soon as possible. Meetings shall be conducted in a spirit of mutual respect. At the request of the employee, the parties shall work collaboratively to schedule this meeting as soon as possible. A copy of the disciplinary action shall be given to the CHU representative at the end of the conference.
- D. Only disciplinary actions involving unpaid suspension and termination are subject to arbitration. If an employee is given a written warning and then receives an unpaid suspension or discharge, the union may arbitrate the written warning along with the greater discipline.
- E. The CHC will provide the CHU with a courtesy copy of written discipline within 48 hours of the disciplinary action being issued to the bargaining unit employee.

Article 412 – Emergency Closings

- A. On occasion, CHC may determine that it is necessary to close some or all of its programs and/or its facility due to emergency weather conditions or other extraordinary emergency situations on a particular day. There may also be occasions on which the Health Centers’ facilities are open, but you are unable to report to work due to emergency conditions, such as inclement weather.
- B. CHC Remains Open. Non-exempt employees who do not report to work, or report to work late and do not make up the hours, due to emergency conditions such as inclement weather when the Health Centers remains open will be charged this lost time to their CTO, if they have any remaining. Exempt employees who do not report to work, or report to work late, on such days will receive normal payment but the absence will be charged to accrued CTO. If an exempt employee either leaves work early or comes in late, and the time away from work is less than four (4) hours, the employee may flex time to make up their scheduled hours, with prior approval of their supervisor or designee. If the school district that an employee lives in is closed due to inclement weather, and if there are appropriate assignments or projects that reasonably need to be done by the employee, the employee may request to be allowed to work remotely to avoid being charged CTO.
- C. CHC Delays Start or Closes Early. When CHC closes a program or its facility after the regular work day has begun or delays the opening, employees will be paid for their regularly-scheduled work day. Employees who remain at work after the closing or arrive before the opening will

not be paid anything extra, except to complete work they would normally complete outside of clinic hours. If there are appropriate assignments or projects that reasonably need to be done by the employee, CHC may require the employee to work remotely.

- D. CHC Closed. When the Health Centers is closed before the work day is scheduled to begin, and remains closed for two work days or fewer, employees will be paid for their regularly-scheduled work day. CHC staff will be notified by their supervisor or designee when the facility is closed. If there are appropriate assignments or projects that reasonably need to be done by the employee, CHC may require the employee to work remotely.

In the event an emergency causes CHC to be closed for more than two days, pay allowance provisions for all employees shall be negotiated between CHC and CHU.

Article 413 – Layoffs/Furloughs

For purposes of this article, a layoff is a full separation of employment or permanent reduction in hours; and 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.

CHC shall determine if lay-offs or furloughs are necessary. CHC shall determine the job position, location, schedule and number of FTEs (or portion thereof) necessary for any lay-off or furlough.

1. CHC shall ask for volunteers first.
2. Temporary employees will be laid off.
3. Employees in their initial probationary period.
4. If additional employees need to be laid off or furloughed, CHC shall consider certifications, experience, performance and skills. If these factors are relatively equal, CHC shall select the least senior employee.

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

A bargaining unit employee whose hours are being cut or who is being laid off may fill any vacant position provided they have the qualifications for the job.

No employee shall be required to be furloughed for longer than twelve weeks, unless the employee agrees to a longer furlough, or until every bargaining unit employee in the unit or department has had a twelve-week furlough.

CHC will, except in unforeseen emergency or disaster circumstances, give the Union 14 calendar days' notice prior to implementing a layoff or furlough. At the request of the Union, CHC shall discuss the effects of the layoff or furlough on bargaining unit employees, and if feasible, to discuss alterna-

tives to the layoff or furlough.

For 12 months after the date of lay-off, employees will be recalled to any vacant position for which they are qualified. An employee shall have 3 calendar days to decide whether to accept the offer; and, if accepted, the employee will have an additional 11 calendar days to begin working. If an employee refuses a recall, they will forfeit further recall rights. An employee may refuse a recall position which results in a loss of pay without losing their recall rights. Employees who return to CHC within 12 months shall have their seniority reinstated as per Article 402 "Seniority".

Employees on furlough may be required to return to work sooner than the designated return-to-work date, and they will be provided at least 5 days' notice. If there are extenuating circumstances, additional time may be requested and it shall not be unreasonably denied.

Article 414 – Bonvouloir House

- A. Support staff may provide feedback to the practice manager regarding staffing and program capacity.
- B. Staff will be provided notice of any new guests and shall be trained on any specific requirements to provide proper care for such guests.
- C. Staff will be provided with access to an administrator on call and the provider on call on a 24/7 basis.
- D. If Bonvouloir House closes temporarily for any reason, CHC shall attempt to find other work for employees who are already scheduled to work. If there is no other work, or if the employee chooses not to accept the other work, the employee may take CTO. Otherwise, the time will be unpaid.

Side Letter

There will be two two-hour meetings to address issues.

Agreed and executed on March 13, 2023

By Community Health United,
AFT Local 5222

By Community Health Centers

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