

**Side Letter Agreement  
New Technical Employees  
October 2, 2023**

**Side Letter Agreement – New Technical Employees**

This side letter agreement is made and entered into as of October 2, 2023 by and between The University of Vermont Medical Center (“UVMHC” or the “Employer”) and the Vermont Federation of Nurses and Health Professionals, AFT VT, AFL-CIO Local 5221 (“VFNHP” or the “Union”). This agreement shall be considered a side letter to the existing collective bargaining agreement with the Technical Bargaining Unit (the “Tech CBA”).

Except as otherwise set forth in this agreement, the existing Tech CBA shall apply in full to the technical employees newly added to Article 2 – Recognition, for whom VFNHP is the sole and exclusive bargaining representative (“New Technical Employees”). If any provisions of this agreement conflict with the Tech CBA, the provisions set forth in this side letter agreement shall prevail.

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**Article 2 – Recognition**

Article 2 of the Tech CBA shall be amended as follows to include the bargaining unit employees newly recognized by the below language, who shall be collectively referred to in this side letter agreement as New Technical Employees:

The University of Vermont Medical Center recognizes VFNHP 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 technical employees of the University of Vermont Medical Center in the positions listed in the below table and wage chart appended to this agreement, who work in a UVMCC cost center at locations assigned by UVMCC.

<b><u>Non-Imaging Technical Employees</u></b>	<b><u>Imaging Technologists</u></b>
Ambulatory Respiratory Therapist I	3D Imaging Technologist
Ambulatory Respiratory Therapist II	Breast Imaging Clinical Specialist
Ambulatory Respiratory Therapist III	Cardiac Device Technician
Anesthesia Tech	Cardiology Technician
Biomedical Engineering Spec	Cardiology Technician II
Blood Bank Prep Technician	CT Technologist
Central Programs Trainer	CT Technologist Lead
Certified Ophthalmic Assistant	CT Technologist Senior
Certified Ophthalmic Medical Technologist	CT/NM Imaging Technologist
Certified Ophthalmic Technician	Imaging Research Technologist
Certified Surgical First Assist	Interventional Radiology Tech Lead
Certified Surgical Technologist	Interventional Radiology Tech
Clinical Research Coordinator I	Interventional Radiology Tech Senior
Clinical Research Coordinator II	Lead MRI Technologist
Clinical Research Coordinator II - NE	Mammography Lead Technologist
Clinical Research Coordinator III	Mammography Specialist
Clinical Research Coordinator III - NE	Mammography Technologist
Clinical Trials Specialist	Monitoring Services Coordinator
CNL Technologist I	MRI Technologist
CNL Technologist II	MRI Technologist Educator
CNL Technologist III	MRI Technologist Senior
CNL Technologist IV	Multi-Modality Technologist
CNL/PSG Technician Trainee	Nuclear Med Technologist Sr

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Critical Care Transport Paramedic I	Nuclear Med Technologist
Critical Care Transport Paramedic II	Nuclear Med Technologist - Exempt
Critical Care Transport Paramedic III	Radiology Clinical Instructor
Critical Care Transport Paramedic IV	Radiology OR Specialty Technologist
CSR Tech I	Radiology Research Coordinator
CSR Tech II	Radiology Technologist
CSR Tech III	Radiology Technologist Lead
CSR Tech IV	Radiology Technologist Osteoporosis
Cytology Prep Technician	Radiology Technologist Sr
Cytology Prep Technician Lead	Sonographer
ED Mental Health Technician	Sonographer Advanced
ED Mental Health Technician – Advanced	Sonographer Associate
Emergency Department Tech	Sonographer Lead
Emergency Department Tech II	Sonographer Senior
Emergency Department Tech III	
Endoscopy Procedural Assistant I	
Endoscopy Procedural Assistant II	
Grossing Technician	
Hemodialysis Sr Technician	
Hemodialysis Tech Certified	
Hemodialysis Tech Certified - ESP	
Hemodialysis Technician	
HIM Coder Associate	
HIM Coder Sr	
HIM Coder Staff	
Laboratory Prep Technician	
Lead Specimen Processing Technician	
Medical Aesthetician	
Mental Health Tech/Unit Sec	
Microbiology Prep Technician	
Ophthalmic Assistant	
Ophthalmic Photographer	
OR Equip Spec/Laser Safety	
Pharmacy Inventory/Compliance Specialist	
Pharmacy Lead Technician	
Pharmacy Outpt Tech Sr Certified	

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Pharmacy Tech Certified IP	
Pharmacy Tech Certified OP	
Pharmacy Tech III Specialist IP	
Pharmacy Tech Spec Certified OP	
Pharmacy Tech Trainee IP	
Pharmacy Tech Trainee OP	
Pharmacy Technician II IP	
Pharmacy Technician II IP – Exempt	
Professional Coder - Associate	
Professional Coder - Senior	
Professional Coder - Staff	
PSG Technologist I	
PSG Technologist II	
Respiratory Equipment Technician	
Respiratory Therapist I	
Respiratory Therapist II	
Respiratory Therapist III	
Senior Laboratory Prep Technician	
Senior Microbiology Prep Technician	
Sleep Center Clinic Tech	
Specialty Pharmacy Patient Care Coordinator	
Specimen Processing Technician I	
Specimen Processing Technician II	
Surgical Technician	
Surgical Technician II	
Transport AEMT	
Transport EMT	
Transport Paramedic	
UNHS Technician	

The bargaining unit excludes all other employees, confidential employees, casual employees, managerial employees, guards, and supervisors as defined in the Act.

References to VFNHP or President throughout this agreement refer only to the bargaining unit described in this agreement.

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**Article 4 – Union Access**

With the addition of New Technical Employees, Article 4(E) of the Tech CBA shall be considered amended as follows:

\* \* \*

E. UVMCM will reimburse bargaining unit employees up to 475 combined total hours per fiscal year at the bargaining unit employee's base pay rate (not including other payments such as differentials) for VFNHP activities related to this bargaining unit ,such as investigation of grievances, training for grievance representation, collective bargaining, and Weingarten representation. Up to 250 unused hours in any fiscal year will be added to the total of the next fiscal year. If hours are exhausted in any fiscal year, the Union may use hours from the following fiscal year.

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

The union may request that a bargaining unit employee may take unpaid time off to participate in an arbitration related to this agreement. Such requests will not be unreasonably denied.

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**Article 9 – Per Diem Employment**

Beginning in calendar year 2024, Article 9(A) shall be considered amended as follows:

A. To be a per diem bargaining unit employee in any Imaging Technologist cost center, Respiratory Therapy, Critical Care Transport, the OR, the Emergency Department, Inpatient and Outpatient Pharmacy, Specialty Pharmacy, Home Infusion Pharmacy, Endoscopy, Specimen Accession, and Inpatient Psychiatry, the following minimum scheduled work commitments must be met:

1. A minimum of three hundred (300) hours per calendar year.
  - a. Up to fifty (50) hours worked per calendar year outside of UVMHC in a position that is the same as or substantially similar to their position at UVMHC may be credited to this commitment. If a per diem bargaining unit employee is seeking credit for outside hours under this subsection, they must submit supporting documentation to their supervisor or manager. This subsection shall not apply to per diem bargaining unit employees in Respiratory Therapy.
2. The total hours must include a minimum of one (1) eight-hour holiday shift per calendar year. For purposes of this article, holidays are identified as Thanksgiving, December 24, Christmas, New Year's, Memorial Day, July 4th and Labor Day.

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**Article 18 – Hours of Work / Staff Schedules**

New Technical Employees who work the night-shift in Specimen Accession (1221), and employees in the following positions, “OR Equip Spec/Laser and Safety” and “Biomedical Engineering Spec” shall be considered added to the list set forth in Article 18(K)(2) regarding bargaining unit employees are permitted to work “straight shifts.”

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**Article 18A – Scheduling Vacations/CTO**

If a cost center with New Technical Employees votes pursuant to Article 18A to transition to a Seniority Sign Up scheduling process, the transition shall take effect in the Seniority-Sign Up period immediately following the vote.



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**Article 21 – Floating**

If a Mental Health Technician / Unit Secretary is involuntarily reassigned to provide care to a psychiatric patient outside their home cost center, the employee will receive a reassignment differential of two dollars (\$2.00) per hour for all hours worked during the reassignment. A Mental Health Technician / Unit Secretary will not be involuntarily reassigned to provide care to a non-psychiatric patient outside their home cost center. If the Mental Health Technician / Unit Secretary voluntarily agrees to provide care to a non-psychiatric patient outside their home cost center, they will be eligible to receive the floating differential set forth in Article 23.

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**Article 22 – Wages**

Effective with the first full payroll period that starts at least 30 business days after ratification, the current hourly rate for a New Technical Employee shall increase by the percentage amount identified for their position in the step scale table attached as Appendix A, and the employee shall be placed on the step which is closest to their new rate of pay without any decrease.

Using the criteria set forth for new hires in Article 22(B), if initial step placement places an existing New Technical Employee below the step corresponding with their total years of experience, the New Technical Employee shall be placed on the correct step after ratification of this side letter on the same schedule as that agreed to in the collective bargaining agreement with UVMCC's Support Staff.

Except as otherwise set forth in this side letter agreement, all provisions of Article 22 shall apply to New Technical Employees, including, but not limited to, the annual pay increases established for FY2025 and FY2026 in Section (B)(2) and (B)(3). The annual pay increase established for FY2024 in Section (B)(1) shall not apply to New Technical Employees, as this increase is incorporated into the immediate wage adjustments agreed to in this side letter.

Additionally, the following shall be considered added to the end of Article 22(C)(2):

- (r) Mental Health Tech/Unit Sec and ED Mental Health Technician will receive 100% credit for experience in either position or in a Clinical Patient Safety Attendant ("CPSA") position.

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**Article 25 – Holiday Pay**

Article 25(A) provides that if UVMMC amends the list of holidays set forth therein on an organization-wide basis, the amended list, including any additional holidays, will be considered incorporated into the Tech CBA. In the collective bargaining agreement with UVMMC's Support Staff, UVMMC agreed to provide a new category of paid time off referred to as Floating Holiday Time Off. To the extent UVMMC extends these provisions on an organization-wide basis, it acknowledges the above-cited language in Article 25(A) will require that this benefit also be extended to the technical bargaining unit.

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**Article 30 – Flexible Benefits**

UVMHC acknowledges the affordability concerns surrounding the cost of health insurance offered through third-party carriers. UVMHC, along with its partners across the University of Vermont Health Network (“UVMHN”), has started to review various options to address affordability concerns. Given the complexities of potential changes to Network-wide benefits, UVMHC was unable to offer a proposal on this specific issue during negotiations for a collective bargaining agreement with UVMHC’s Support Staff. In a side letter to that collective bargaining agreement, UVMHC agreed it will continue to review the feasibility of varied options to address affordability concerns, and will establish a joint committee of staff and management to meet on mutually agreeable dates and times, with the first meeting occurring no later than three (3) months after ratification of this side letter agreement. Participation on the joint committee may include five (5) members selected by UVMHC, one (1) member selected by the Support Staff bargaining unit, one (1) member selected by this bargaining unit, one (1) member selected by the nurses bargaining unit, one (1) member selected by the residents bargaining unit, and one (1) member representing non-bargaining unit staff.

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**Article 32 – Combined Time Off**

Article 32(D) shall be considered amended as follows:

- D. If UVMMC improves the CTO benefits for the Support Staff or Nurses bargaining unit, or non-bargaining unit employees during the term of this Agreement, such improvements shall also be applied to the CTO benefits for technical bargaining unit employees.

The parties acknowledge that at the time of ratifying this side letter agreement, the sole CTO benefit that is greater for both the Support Staff and Nurses bargaining unit, as compared to the Tech CBA, is the number of unpaid holiday days a bargaining unit employee may elect to take. To align this benefit, Article 32(B)(2) shall be considered amended as follows:

2. Holidays

CTO will be used when a bargaining unit employee's regularly scheduled workday falls on a UVMMC designated holiday. CTO is not used when a bargaining unit employee is not regularly scheduled to work the holiday. Each calendar year, bargaining unit employees may elect to take up to four (4) unpaid holiday days without using CTO.

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**Article 43 – Health and Safety**

The following shall be considered added to the end of Article 43(A):

8. In the Emergency Department, if the parties mutually agree the equipment is necessary and effective in preventing workplace violence injuries, UVMMC will provide penetration resistant gloves, penetration resistant vests, slash resistant jackets, or any other mutually agreed upon protective equipment.

Furthermore, the following Section H shall be considered added to Article 43:

- H. UVMMC shall maintain an updated policy on workplace violence, establishing a goal of zero harm to all UVMMC patients, employees, and visitors and zero tolerance for workplace violence. The policy shall include, but will not be limited to, processes for responding to, reporting, and documenting violent or threatening situations.

Additionally, if a bargaining unit employee is a victim of or witness to a workplace violence incident, as defined by UVMMC policy, and the employee requests time off from work to recover from physical or mental injuries caused by the violence, such requests shall not be unreasonably denied. Employees who take time off pursuant to this section will be placed on paid administrative leave for any missed scheduled hours on the day of the employee's injury and, for any time off after the day of the injury, the employee may elect to take the time as scheduled CTO or excused unpaid time.

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**Side Letter – SSP Renewal**

The August 21, 2023 agreement between UVMMC and the Union on Scheduling Supplement Pay (“SSP”), which is currently set to expire on September 30, 2023, will be extended through the pay period ending on November 26, 2023.