

Article 4 -Union Access

No Change to Sections A-D, & F

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

- ~~400~~ 1000 hours, retroactive to January 1, 2023. for the duration of this collective bargaining agreement

Tentative Agreement Article 5 - Information

Sections 1, 3 & 4: *no change*

2. The Hospital shall electronically provide the VFNHP on the Wednesday before the following Monday's New Employee Orientation, a working Excel file with the following information on all New Hires and employees transferring into the Bargaining Unit .
 - UVMHC ID
 - Name (Last Name, First Name)
 - Job Code
 - Job Title
 - Dept ID
 - Location Descr
 - Union Code
 - Work email
 - Home email
 - Mobile phone (or home phone if no mobile phone)
 - Home address

For VFNHP:

For UVMHC:

Article 7 – Non-Discrimination

The Hospital and the VFNHP agree not to harass or discriminate against bargaining unit employees because of race, color, religion, national origin, sex, gender identity or expression, place of birth or age, disability, military service or status as a military veteran as defined under applicable law, marital status, sexual orientation, political views, or protected VFNHP activities/membership.

The Hospital will provide training for all employees on responding to discriminatory acts or statements made by patients or other employees. In person or remote interactive sessions will be available for these trainings.

Article 9 – Per Diem Employment

A. To be a per diem bargaining unit employee in Respiratory Therapy, Critical Care Transport, OR and the Emergency Department, the following minimum scheduled work commitments must be met:

1. A minimum of 150 ~~three hundred (300)~~ hours per calendar year.

~~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.~~

3. Per diem bargaining unit employees in the Emergency Department must work a minimum of 48 ~~ninety-six (96) hours~~ of night or weekend shifts per calendar year. These hours are concurrent with the requirements of section ~~1 and 2~~.

~~4. Per diem Imaging Technologists working in any cost center with evening, night, or weekend shifts, with the exception of Breast Imaging and Nuclear Medicine, must work a minimum of sixty-four (64) hours of evening, night, or weekend shifts per calendar year. These hours are concurrent with the requirements of section 1 and 2.~~

5. For bargaining unit employees who work in multiple cost centers, the requirements of this provision can be met in any combination of cost centers in which the bargaining unit employee holds a per diem position. Hours worked in regularly scheduled special, part-time or full-time positions will not count towards the above work requirements.

All hours worked shall count towards the minimum requirements. Bargaining unit per diem employees who work in units or departments that do not staff on holidays will not have to comply with the requirements in section 2.

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

Prescheduled shifts that are canceled as a result of Article 20A staffing adjustments will count toward the work requirements outlined in A.1 above.

On call hours will count towards the requirements of this section.

These requirements will be prorated during the first calendar year in the per diem position.

At the time of the annual calendar year review, if a per diem employee had a substantial amount of legally protected time away from work in one year that impacted their ability to work 300 hours, no separation of employment will occur for not reaching the 300-hour requirement.

Termination of not meeting hourly requirements requires a meeting that includes a union steward.

B. All bargaining unit per diems:

1. Will be required to attend mandatory in-service education courses and successfully complete department competencies and mandatories. Failure to complete department competencies and/or

mandatories by the prescribed due date will result in a cancellation of scheduled hours and corrective action up to, and including, termination.

2. Must maintain knowledge and skills that are consistent with current practice standards, as determined by the manager.

3. Must find coverage if they are not able to work a scheduled shift. In accordance with Article 18, Section L, per diem bargaining unit employees who consistently cancel prescheduled shifts may be subject to disciplinary action.

C. Compensation.

1. All per diem bargaining unit employees are eligible for applicable shift differentials as per Articles 18 and 23. In addition, per diem bargaining unit employees will receive the additional hourly per diem differential as per Article 23. Differentials shall be combined when applicable for any single hour worked.

2. Per diem bargaining unit employees will receive the following hourly differentials in addition to the differentials set forth in Section G.1., for all hours worked.

<u>Holiday hours (see Article 25)</u>	<u>\$.50 per hour</u>
<u>Night hours (11 pm to 7 am)</u>	<u>\$.60 per hour</u>
<u>Weekend hours (Fri . 11 pm to Sun . 11 pm)</u>	<u>\$.60 per hour</u>
<u>Evening hours (3 pm to 11 pm)</u>	<u>\$.45 per hour</u>
<u>Day hours</u>	<u>\$.20 per hour</u>

3. In addition to all applicable differentials, per diem employees who work at least 300 night shift hours during a calendar year will be paid an annual lump sum equal to \$2 per hour for all hours worked during the calendar year in addition to all other applicable differentials, including the differentials in Section C.

D. At the discretion of the Department manager, the Summer CTO Bonus may be offered to per diem employees.

E. Any committed hours employees who requests to become a per diem in the unit they are currently employed in may do so and shall not be unreasonably denied, so long as there is a posted vacancy and the preference card process is followed according to Article 12. Each cost center shall have a minimum of one per diem position per 4 FTEs.

G. If you're working full-time hours as a per diem for four weeks, an employee may request to be moved to full-time committed hours, and that request shall not be unreasonably denied.

Article 10A – Orientation

A. Preceptor Training

All bargaining unit employees fulfilling the role of primary preceptor of an employee will be required to attend the established UVMHC Preceptor Workshop. The primary preceptor is defined as the bargaining unit employee assigned to oversee the full orientation of another employee. All bargaining unit employees scheduled as preceptors will have the opportunity, at their manager's discretion, to attend the established UVMHC Preceptor Workshop. The hours spent in the training program will be worked hours.

B. Unit Orientation

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

2. The department/cost center orientation/training plan for each bargaining unit employee will not be extended or shortened by the manager and/or supervisor without discussion with the employee in collaboration with the preceptor and the educator and/or the employee providing training.

3. Employees undergoing their orientation/training plan shall not be given a full patient assignment independently or full work assignment, (without preceptor, educator, and/or employee providing training) unless they are fully oriented to the location of the assignment and have successfully completed training on any procedure required by the assignment.

4. If UVMHC introduces new job responsibilities, new procedures, new patient procedures or equipment, employees shall be provided appropriate training prior to the introduction. Affected employees agree to attend training during their regularly scheduled hours.

5. Each unit/department will have at least one unit/departmental educator.

6. PRD and HIM coders who are in training (new role, new team, new service) of any kind shall not be required to fill in or assist with prior job duties.

Article 11 – Seniority

Sections A-D no change

~~E. If a Multi-Modality Technologist transfers out of their existing cost center to a cost center that provides the service of one of their modalities, they shall retain their department entry date.~~

Imaging technologists that perform exams for two different departments/cost centers will retain their department entry date if transferring to the other cost center.

Bargaining unit Imaging Technologists working in Diagnostic Outpatient Radiology, who previously worked in the now-dissolved orthopedic center, shall retain their Cost Center Seniority as if they had been working in Diagnostic Outpatient Radiology.

Article 12 – Vacancy / Job Posting

No Change: Sections A-E

Section F. no change, except:

If the UVMHC decides to fill a vacant bargaining position in either PRD or HIM coding, it will fill the position using preference cards. If there are no preference cards for the open position, UVMHC will post the position internally in the department prior to posting it externally, and will award the position to any employee who is qualified (as per Section C of this article). If two or more internal qualified employees apply for the position, it will be awarded to the employee with the greatest cost center seniority.

Article 18 – Hours of Work / Staff Schedule

No Change, Sections: A, B, E, H, J, L

C. Meal and Rest/Break Periods

1. ~~When workload permits, bargaining unit~~ Employees will ~~may~~ receive one (1) consecutive fifteen (15) minute break/rest period for each four (4) consecutive hours of work. Bargaining unit employees will not be paid extra for breaks/rest periods not taken. Breaks/rest periods are considered time worked for payroll purposes. Breaks/rest periods will be coordinated according to cost center needs.

2. If workload permits, and the bargaining unit employee obtains prior approval, break/rest periods may be combined with meal periods or other breaks/rest periods.

3. Meal periods will be thirty (30) minutes without work responsibility. The payroll system will automatically deduct meal periods for bargaining unit employees working at least six and one half (6.5) consecutive hours. Meal times do not count as time worked for payroll purposes. Meal periods will be coordinated ~~by charge/leads of the day according to cost center needs:~~

Any employee may elect to regularly work without a meal period (i.e. "straight shift"). In departments/cost centers that have a straight shift, all employees in that department may choose to work a straight shift. Employees who elect this option acknowledge they will not receive a scheduled meal period.

OR Techs who receive one 45 minute break, will only have 15 minutes deducted from their pay for their meal break.

4. If a bargaining unit employee, who elects to have meal period, is required to work through their meal period, the bargaining unit employee will be paid. Bargaining unit employees must inform their manager if they have worked during their meal period. Bargaining unit employees must obtain approval from their manager or designee prior to working through their meal period.

5. Breaks and/or meal times may not be used to report to work late or leave work early.

D. Schedules

1. Schedules will be posted at least four (4) weeks before the start of a four (4) week schedule. Eight (8) weeks is the maximum number of weeks that can be posted. UVMMC is responsible for overseeing the scheduling process.

2. Eight (8) weeks should be posted before the CTO request time is pulled to build the next schedule.

3. Block schedules for bargaining unit employees will not be changed without consulting the employee.
4. Nothing in this section shall decrease an existing practice where bargaining unit employees participate in developing staff schedules, except that no existing practice shall limit the management rights set forth in Article 6 of this agreement.

F. Shift Rotation

1. UVMHC will make every attempt to minimize shift rotation.
2. Prior to any shift rotation, UVMHC shall seek volunteers with necessary skill and ability first. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest cost center seniority. If nobody volunteers, the least senior qualified bargaining unit employee will be rotated. If the least senior employee is not qualified, the least senior qualified bargaining unit employee will be chosen until the least senior bargaining unit employee is qualified. UVMHC agrees to provide training and education to help all bargaining unit employees become qualified within a reasonable timeframe.
3. There will be a minimum of 48 hours between shift rotation (days to nights or nights to days). Less than 48 hours requires the consent of the employee.

G. Time Lapse Between Scheduled Shifts

1. There will be a ten (10) hour time lapse between shifts. Less than a ten (10) hour time lapse requires the consent of the bargaining unit employee and the manager.
2. Two (2) days off will be scheduled following a night rotation. Less than two (2) days off requires consultation with the bargaining unit employee.
3. When a bargaining unit employee works beyond her/his regular shift due to increased patient care needs, and there is not a ten (10) hour time lapse between shifts, the bargaining unit employee shall be given up to ten (10) hours off from work before being required to come in to work, without loss of pay or a requirement to use CTO. An employee may request to make up any missed time on the following day's shift within the same pay period as long as it does not incur overtime. The bargaining unit employee may elect to use CTO or approved unpaid time off for the missed scheduled hours. The bargaining unit employee may come in before the expiration of the 10-hour rest period with the consent of both the bargaining unit employee and the manager/supervisor.
4. Following three consecutive 12-hour shifts, there will be a minimum of 48 hours before the employee's next scheduled shift. Less than 48 hours off requires consultation with the employee.

I. Weekends

1. In the cost centers where there is currently a weekend work requirement, the normal weekend work requirement for all full and part-time bargaining unit employees is every other weekend.
2. A weekend, for purposes of defining a weekend off and/or a weekend worked is defined as two (2) days: Saturday and Sunday for day and evening staff; Friday, Saturday or Sunday for night staff. The weekend work requirement may also be satisfied by working one (1) weekend shift every weekend.
3. For cost centers where staffing permits, a weekend rotation greater than every other weekend (i.e. every 3rd weekend) is permissible. Bargaining unit employees wishing to work more than their normal weekend rotation will be permitted and not unreasonably denied.
4. Weekend schedules will not be changed without consulting the bargaining unit employee. If weekend schedules have to be changed, UVMMC will seek volunteers first. If no bargaining unit employee volunteers, the least senior bargaining unit employee based on cost center seniority, will be chosen to change weekends. If the least senior employee is not qualified, the least senior qualified bargaining unit employee will be chosen until the least senior bargaining unit employee is qualified. UVMMC agrees to provide training and education to help all bargaining unit employees become qualified within a reasonable timeframe.

Bargaining unit Imaging Technologists who were considered permanently removed from weekend schedules prior to the date of this agreement shall not be chosen to work a weekend schedule for as long as the employee works in the same cost center.

5. Implementation of the Holiday guidelines may require a temporary change of weekend schedules. UVMMC will seek volunteers first. If no bargaining unit employee volunteers, qualified bargaining unit employees will be asked to cover the shift on a rotating basis beginning with the least senior bargaining unit employee based on cost center seniority.

K. HIM Coding, Professional Coding, Ophthalmology, Pulmonary, VCH Pulmonary, Renal, Diagnostic Ultrasound, and Sleep Center Scheduling Practices

1. These Departments will continue their current weekend scheduling practices.
2. Changes to the current practices must be approved by both parties, except that HIM Coding and Professional Coding will be allowed to flex their schedule within the week, provided that (i) shift differentials will be paid only if the originally scheduled hours qualified for a shift differential, (ii) flex time does not exceed four (4) hours per week unless otherwise agreed upon

in advance by the employee and the manager, and (iii) the employee gives prior notice to his/her supervisor.

~~3. HIM and Professional Coders who have the ability to work at home may work at home on an assigned office day if the manager determines that travel to and/or from the office is unsafe because of weather.~~

34. Nothing in this section shall decrease an existing practice in any Imaging Technologist cost center where bargaining unit employees participate in developing staff schedules, except that no existing practice shall limit the management rights set forth in Article 6 of this agreement.

Article 18A – Scheduling Vacations/CTO

The Manager in each cost center or department will work collaboratively with the bargaining unit employees in the cost center or department to facilitate each bargaining unit employee's ability to take time off.

The bargaining unit employee and the manager in each cost center must mutually agree upon the seniority list as written and posted. UVMMC will provide the department seniority lists to each cost center. The Manager and the unit steward will work together to ensure the accuracy of the list.

Each cost center or department will use either the Rolling Sign Up (see Section A below) or the Seniority Sign Up (see Section B below). The bargaining unit employees in each cost center or department shall determine which system to use based on a majority vote. Cost centers or departments may change the process no more than one time per year. If an election is requested by bargaining unit employees in a cost center or department, the VFNHP and UVMMC will work collaboratively to establish and conduct the voting process within 60 days of such request. Any transition to a different process will recognize time off that has already been granted.

The processes outlined in this article may be done electronically, where the appropriate platform exists.

An employee with an approved vacation will not have their vacation denied because of a change in their shift/schedule.

A unit/department will have a minimum of one slot for every 5 employees on a shift. Additional requested slots shall not be unreasonably denied.

For HIM and PRD: No employee shall be denied the use of CTO if the department is in Overtime. When the department is in Overtime at least one person per day per team will be granted CTO.

For Transport: At least one slot per shift per discipline (EMT, Paramedic)

Section A. *no change*

Section B. *no change, except add section 6e:*

e. When creating the schedule, designated seniority sign up requests will be guaranteed over first-come, first serve time off requests submitted after the seniority sign up period. For example, if a bargaining unit employee with approved vacation time is unable to take that vacation (e.g. separation of employment, another form of leave, such as family medical or sick, etc), and such inability is know prior to posting of the schedule, then the next most senior employee who had requested the time during seniority sign up will be able to take that time as vacation.

Section C. *no change*

Delete existing language, replace with language below

Article 18B – Summer CTO Bonus

Bonus for Not Taking CTO Vacations during June, July and August.

1. Bargaining unit employees who are interested in being considered for the Summer CTO bonus program must notify their manager by August 15th of the prior year. Before the beginning of Seniority Sign-Up, managers will inform bargaining unit employees if they will be eligible to participate in the Summer CTO bonus program.

2. A bargaining unit employee who meets the following requirements will receive a bonus up to \$1500. The bargaining unit employee must:

- Have been informed by their manager that they are eligible to participate in the Summer CTO bonus program
- Not take more than two (2) consecutive scheduled shifts as CTO in June, July and August
- Not take more than a total of four (4) days of CTO in June, July and August. The Summer CTO Bonus will not be denied as a result of a single absence which does not exceed 4 hours.

3. In addition:

- This \$1500 bonus is based on bargaining unit employees who have worked 72 or more hours per pay period during June, July and August.
- Bargaining unit employees who work less than 72 hours per pay period during June, July and August will have the CTO Bonus payout pro-rated, based on an 72-hour pay period.
- CTO hours taken in compliance with Section 2 above will count as hours worked for purposes of bullet 1 and 2 in section

3. For every every 8 employees in a cost center, the Hospital will offer a minimum of one (1) FTE for summer CTO bonus eligibility; however, based on unusual circumstances, the Hospital and the VFNHP can mutually agree to increase the number of bargaining unit employees of a particular unit or clinic who are eligible for the CTO Bonus program. Examples of unusual circumstances include but are not limited to high unit vacancy rate, large number of nurses needing precepting on a unit, and/or nurses out on leave on a unit.

4. Per Article 20A of this agreement, during periods of low census during June, July and August, a nurse may be asked to take time off. If a nurse manager or designee sends a bargaining unit employee home, and that bargaining unit employee is on the CTO summer bonus program, those lost hours will not be counted against the total CTO taken during these months.

5. The payment for the vacation time will be made in the check following the first full pay period after the program is concluded.

6. Per Diem Summer Bonus Per Diem bargaining unit employees will be eligible for a summer bonus of \$1500 if they meet all of the following requirements:

- Indicate a desire to participate in this program to their manager, and the manager confirms there is a need, on or before April 1 of each year.
- Sign up for shifts before the posted schedule is up (see Article 18.D.2) for at least 416 hours of time during the months of June, July and August.
- Actually work 416 hours during the months of June, July and August. Credit will be given for any hours not worked because of staffing adjustments made in accordance with Article 20A, Section B. Credit for Per Diem Summer Bonus Hours will run concurrent with credit for the per diem requirements in Article 9. 7. Night and/or Weekend Shift Work. Any bargaining unit employee who is participating in the Summer CTO bonus will receive an additional \$1000 if they meet all of the relevant above qualifications and a majority of their hours worked during the months of June, July and August are on a night shift and/or a weekend shift

Credit for per diem summer bonus hours will run concurrent with credit for the per diem requirements in Article 9.

Article 19 - Overtime

Sections A-D, F & Side Letter: no change

E. Urgent Pay

Urgent pay is specifically designed to provide additional compensation for ~~non-exempt~~ bargaining unit employees who work additional hours when unusual circumstances occur. Full-time and part-time bargaining unit employees will be paid urgent pay hours at a rate of two (2) times the bargaining unit employee's base rate, or a rate of one and one half (1 ½) the bargaining unit employee's base rate and half (½) an hour of CTO for every hour worked, whichever the bargaining unit employee chooses. If the unit needs additional bargaining unit employees within twelve (12) hours from the start of the shift, urgent pay must be offered except in the following situations:

1. Per Diem bargaining unit employees must have worked at least 24 non-urgent hours in a pay period to be eligible for urgent pay (hours worked in a salaried position, count toward the 24 hour minimum).
2. Any bargaining unit employee who misses scheduled work is not eligible for urgent pay during that same pay period. However, urgent pay will not be denied in any pay period for a single absence which does not exceed eight hours.
3. Any bargaining unit employee is ineligible for urgent pay if the manager has attempted to offer the work to the bargaining unit employee prior to the twelve (12) hours before the shift.

If a shift is identified as eligible for urgent pay, the entire shift will be paid as urgent pay.

Article 20 – Staffing

High quality patient care and service excellence is the shared goal of UVMHC and VFNHP. UVMHC and VFNHP agree that staffing UVMHC with the appropriate number of skilled, reliable employees is an essential element for the provision of quality patient care and service excellence. Additionally, the healthcare professionals and the administration working in the only academic health center in Vermont recognize their societal obligation to provide safe, high quality care to patients who seek care at UVMHC.

UVMHC and the VFNHP agree that patient care should be patient centered, always according the patient the highest respect and acknowledging the individual as an informed, discriminating consumer. Care is competent, effective and collaborative. It respects the patient's values, preferences and needs. UVMHC and the VFNHP also agree that department staffing must consider the importance of ensuring that the quality of the employee's work life is appropriate, based on findings where it has been shown that the quality of work life has an impact on the quality of care delivered, and the quality of performance.

To that end, the Staffing Committee established by the July 10, 2003 Collective Bargaining Agreement with nurses shall be enlarged to include two (2) ~~one (1)~~ representatives from this bargaining unit and two (2) ~~one (1)~~ administrators of employees in this bargaining unit.

In addition, if UVMHC and the VFNHP agree that it would be beneficial for a department to have a council or committee, UVMHC and the VFNHP will meet to set up the parameters for such a council or committee.

UVMHC shall continue to work with the VFNHP to ensure that written policies, procedures and protocols affecting staffing are reviewed with the VFNHP and are readily available to bargaining unit employees.

In the event that any bargaining unit employee believes in her/his professional opinion she/he has been given an assignment that is unsafe, or that in her/his opinion endangers patient care, jeopardizes compliance or compromises professional standards she/he will immediately notify her/his supervisor or designee. The supervisor or designee will review the assignment at that time. If the bargaining unit employee disagrees with the review of the assignment, she or he will work as directed and may do so under protest. She/he may fill out a "Concern Form" which will be provided by the VFNHP. It will reflect the bargaining unit employee's name, shift, department, supervisor she/he submitted the form to, the date and description of the incident, and the supervisor's response. Nothing in this paragraph shall limit the rights of bargaining unit employees under the Healthcare Whistleblower's Protection Act, 21 VSA § 507.

Article 20A - Staffing Adjustments

Section A: no change

B. During periods of low census or lack of work due to technical failures or other reasons, the normal workday and/or workweek may be decreased. The below priority will be used. For bargaining unit employees, unless otherwise stated below, cancellation will be by seniority, subject to maintaining staff of necessary skill and ability.

1. **Traveler/Agency Employees Float:** Agency employees ~~Travelers/Agency Employees~~ will be floated if a need has been identified and the traveler has the necessary skill and ability.

2. **Urgent Shifts Canceled:** Bargaining unit employees working urgent pay shifts will be canceled. Prior to being canceled, an employee may choose to forego urgent pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below.

Employees who do not receive a cancellation notice and show up to work the urgent shift will be paid two (2) hours of courtesy urgent pay.

3. **Other Incentive Shifts (if in effect):** Employees working any other incentive shift will be canceled. Prior to being canceled, an employee may choose to forego urgent pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below.

Employees who do not receive a cancellation notice and show up to work the incentive shift will be paid two (2) hours of courtesy incentive pay.

No change to Sections 3-11, except renumber as 4-12

Article 20B – Unit Staffing Collaboratives

The parties agree that the VFNHP and UVMHC will develop a partnership so that the VFNHP will become integrated and involved in decisions related to the staffing model of each ~~Imaging Technologist unit~~/department. Therefore, the parties agree that they will facilitate the Unit Staffing Collaboratives (USC) Project with the intent of creating a collaborative culture, reducing financial impact and building a systems-wide approach to staffing. UVMHC and the VFNHP will hire a mutually agreed upon neutral facilitator to work with UVMHC and the VFNHP to refine the design and implementation of the USC Projects, with costs of the facilitator shared equally between UVMHC and VFNHP.

Each unit committee will be staffed by four (4) representatives selected by the bargaining unit members on the unit and two (2) UVMHC administrators. For ambulatory committees, a minimum of one (1) administrator with an active license or certification to perform the duties of the bargaining unit must be selected.

The following factors will be considered in each USC Project and the results of the USC Project will be summarized in each final report:

- Unit profile
- Minimum staffing levels
- Analysis of time spent by ~~Imaging Technologists~~ on tasks related to patient care versus non-direct patient care
 - The maximum patients or exam type being performed in a department, broken down by shift.
 - Analysis and recommendation of acuity process and/or tool
 - Analysis and determination for Circulating ~~Imaging Technologists~~ to enable Circulating ~~Imaging Technologists~~ to facilitate meal/break coverage and assist in all critical, procedural and acute care units
 - Staffing effectiveness data (see Article 20), including unit specific quality data
 - Unit-specific quality data, including unit-based improvement initiatives
 - Staffing plan (grid) that includes patient care staffing of ~~Imaging Technologists~~ and ancillary staff where appropriate
 - Staffing data, including the unit budget
 - Completed studies and issue review of patient and staff safety from independent or UVMHC based committees.
 - Financial impact of the proposal
 - Metrics to be used to measure the effectiveness of the USC Project

The parties agree to act in good faith to ensure all units will have staffing grid plans within 18 months of execution. Units with an existing grid will abide by that until revised or superseded to this process. Areas of focus to be prioritized include units/departments without established staffing plans/guidelines.

The USC Project plan must be completed and submitted to the appropriate UVMHC Vice President and President of the VFNHP, or their designees, within three (3) months of completion of project. The manager will make reasonable time available for the committee to work on the written plan. Staffing plans developed under this Article 20B shall require approval by both the appropriate UVMHC Vice President and President of the VFNHP, or their designees. A decision on the memorandum of agreement shall be made within three (3) months of the submission of the final report. A failure to reject the plan or provide specific reasons for the rejection by either party within three (3) months of submission shall be considered acceptance. Where a final USC Project plan is rejected in good faith by either party, the USC committee shall reconvene and submit a new final report within three (3) months. Either party may initiate mediation following the rejection of a report.

During the USC Project plan process, at a time determined by all parties, each unit will create a timeline for implementation of their plan. During the USC Project plan process, at a time determined by the joint facilitator, each unit will perform a "transparency check" from which to gauge the feasibility of the project as planned to date, and make adjustments as deemed necessary by the group (inclusive of UVMHC and the VFNHP). Most current budget and staffing related data will be available for the "transparency check." Except for extreme circumstances, each USC Project plan will be implemented no later than three (3) months after the implementation date identified in the timeline, subject to approval of the memorandum of agreement.

Each unit upon completion of the process will have its USC Project plan as a side letter to the collective-bargaining agreement. The budgets for each unit will promptly be conformed to the standards and staffing developed in the USC Project plan.

Following the implementation of USC Project plan, the unit committee will continue to meet monthly, unless there is mutual agreement to meet every other month. The committee shall review progress of the staffing grid, submit changes to the Staffing Committee for approval, review any Concern Forms filed, and prepare quarterly reports to the Staffing Committee.

If a unit experiences changes that necessitate modifications in the USC Project plan, the VFNHP and UVMHC agree to meet and confer about re-opening the USC Project plan process as outlined in this article. Criteria for re-opening a USC Project process:

- Substantial changes in acuity, type of patient, service, or facilities.
- Significant new evidence related to research used in the USC Project process on staffing models potentially impacting patient outcomes, or significant evidence indicating changes in patient treatments and care.

UVMHC will provide a bulletin board in a public area to showcase the work of the USC Project process. Material for the bulletin board will be provided by the units that most recently have completed a USC Project process or other units as agreed upon by the USC Project process. Materials must be approved by both UVMHC and the VFNHP.

Compliance with agreed-upon USC Project plan is subject to Article 40, Grievance & Arbitration, except that the parties agree to participate in non-binding mediation before proceeding to arbitration.

Current USCs will continue until completed and the parties will meet to discuss the order of subsequent USCs.

Article 21 - Floating

Section B-F: no change

The parties agree that in the interest of patient care and the delivery of excellent service, all bargaining unit employees assigned to a particular department are properly trained, oriented, and familiar with the general policies and procedures of that department. UVMMC agrees to restrict the use of floating.

A. Closed Cost Centers or Areas

Bargaining unit employees from the following cost centers or combination of cost centers will not be expected to involuntarily float out of those cost centers or combination of cost centers.

- CNL (1503)
- CSR (6100 and 6109) - subject to Section F, below
- ED (1053)
- HIM Coding (5300)
- Ophthalmology (2231 and 2247)
- MCHV OR (2218)
- MCHV Surgical Procedures (2212)
- FA OR (2201)
- UVM HealthNet Transport (1900) - subject to Section E below
- Professional Coding (5807)
- Sleep Center (1508)
- Renal Services (1458)
- Renal Services (1459)
- Renal Services (1460)
- Renal Services (1461)
- Renal Services (1463)
- Renal Services (1464)
- Respiratory Therapy (1474)
- Pulmonary (1471)
- VCH Pulmonary (1803)
 - Computed Axial Tomography (1301)
 - Inpatient Diagnostic Radiology (1311)
 - Magnetic Resonance (1320)
 - Nuclear Medicine (1322)
 - Diagnostic Outpatient Radiology (1333)
 - Breast Imaging (1334)

- Diagnostic Ultrasound (1342)
- Interventional Radiology (1345)
- Endocrinology (1416)
- Cardiology Non-Invasive (1446)
- MFMS/VPC (Women's) (2018)
- Vascular Surgery (2242)
- Pelvic Medicine and Reconstructive Surgery (2269)
- * Dermatology

G. Imaging Technologists

This article shall not apply to prohibit UVMHC from scheduling Multi-Modality Technologists to work in any cost center that provides the service of one of their modalities.

Article 22 – Wages

A. Pay for Fiscal Years 2023-2024

1. Effective with the first full payroll period that starts at least 7 days after ratification, all employees shall receive a 10% increase. The minimum starting salary will be \$21.00
2. Effective with the first full payroll period in FY24, employees shall receive an 8% wage increase and eligibility for a step increase of 2%. Step 23 will be added to the payscale (2%)
3. Effective with the first full period FY25 Employees shall receive an 8% wage increase and eligibility for a step increase of 2%. Step 24 will be added to the payscale (2%)

B. No change except:

(q) Imaging Technologists will receive 100% credit for experience in technologist positions in their same modality and 75% credit for experience in technologist positions in other Imaging Technologist modalities.

Section C, D, & E: *no change*

Article 23 - Differentials

A. Definitions

1. ~~Level A. The following positions are included in Level A: Transport EMT, GSR Case Cart Coordinator I, II, and III, CSR Instrumentation Specialist I, II and III, CSR Technician I, II, and III, Hemodialysis Sr Technician, Hemodialysis Tech Certified, Hemodialysis Technician, and Ophthalmic Assistant I.~~

2. ~~Level B. The following positions are included in Level B: CNL Technologist I, II and III, ED Department Tech I, II and III, HIM Coder, HIM Coder Sr., Ophthalmic Assistant II and III, Ophthalmic Technician Certified, Ophthalmic Technician Sr., OR Technician, Transport AEMT, Critical Care Transport Paramedic I, II, III and IV, Transport Paramedic, Associate Professional Coder, Staff Professional Coder, Senior Professional Coder, PSG Technologist I and II, Sleep Center Clinic Technician, Ambulatory Respiratory Therapist I, II and III, and Respiratory Therapist I, II and III.~~

B. ~~A. Hourly bargaining unit~~ Employees will receive differential pay in addition to their base rate for all hours worked on evening, night, or weekend shifts.

Shift Definitions:

1. Evenings

All worked hours between 3:00 p.m. and 11:00 p.m., if the shift includes at least four hours between 3:00 p.m. and 11:00 p.m. or the entire shift is within the designated shift time period will be paid an hourly differential of \$4/hour. ~~Bargaining unit employees in Level A will be paid an hourly differential of one dollar and ninety cents (\$1.90). Bargaining unit employees in Level B will be paid an hourly differential of two dollars and fifty cents (\$2.50).~~

2. Nights

All worked hours between 11:00 p.m. and 7:00 a.m., if the shift includes at least four hours between 11:00 p.m. and 7:00 a.m., or the entire shift is within the designated shift time period will be paid an hourly differential of \$9.00/hour. ~~Bargaining unit employees in Level A will be paid an hourly differential of three dollars and eighty-five cents (\$3.85). Bargaining unit employees in Level B will be paid an hourly differential of five dollars and twenty-five cents (\$5.25).~~

Employees who meet the eligibility criteria will receive a quarterly bonus of 5.0% of gross wages.

3. Weekends

Worked hours between the beginning of the night shift (11:00 p.m.) on Friday and the conclusion of the evening shift (11:00 p.m.) on Sunday, bargaining unit employees will be paid a differential of \$4.50/hour. ~~in Level A will be paid an hourly differential of two dollars and thirty cents (\$2.30). Bargaining unit employees in Level B will be paid an hourly differential of two dollars and ninety-five cents (\$2.95).~~

Weekend Shift Incentive: ~~Bargaining unit employees in GSR~~ Employees meeting the eligibility criteria will receive a quarterly bonus of 4.5% of gross wages. When an evening shift or night shift is worked during the period designated as eligible for weekend differential, both applicable differentials will be paid.

4. Per Diem

~~When working as a per diem, bargaining unit employees in Level A will be paid an hourly differential of one dollar and fifteen cents (\$1.15). Bargaining unit employees in Level B will be paid an hourly differential of one dollar and sixty cents (\$1.60).~~

Per diem employees will receive the following hourly differentials in addition to the other differentials they are eligible for all hours worked.

<u>Holiday hours (see Article 25)</u>	<u>\$5.00 per hour</u>
<u>Night hours (11 pm to 7 am)</u>	<u>\$6.00 per hour</u>
<u>Weekend hours (Fri . 11 pm to Sun . 11 pm)</u>	<u>\$6.00 per hour</u>
<u>Evening hours (3 pm to 11 pm)</u>	<u>\$4.50 per hour</u>
<u>Day hours</u>	<u>\$2.00 per hour</u>

5. Charge

UVMHC shall pay a charge differential ~~in Cost Center 1474 (Respiratory Therapy) and Cost Center 1053 (Emergency)~~ to employees who assume the charge role. A charge differential of ~~\$3.00~~ \$4.50 per hour is paid for all hours worked in the charge role.

6. Floating

All bargaining unit employees who make a commitment to volunteer to float to a different unit and are qualified to do so will be paid an hourly differential of five dollars (\$5.00) for all hours worked while floating.

Sonographers that are asked to float do a department outside of their regularly scheduled location will be paid the Float pay differential.

7 Respiratory Therapist Transport

UVMHC has a practice of paying a Respiratory Therapist Transport differential for "external transports" – when a respiratory therapist accompanies a patient in a UVM HealthNet Transport ambulance to or from UVMHC. The differential is 100% of the employee's base hourly rate of pay. This rate is in effect starting when the transport leaves and ending when it returns. When a therapist does an external transport which extends beyond their scheduled shift and meets the requirements of their overtime rule, they will be paid 1.5 times their "transport" rate of pay.

8. Emergency Vehicle Officer

UVMHC has a practice of paying an Emergency Vehicle Officer differential of \$130 per pay period to an UVM HealthNet Transport employee for performing vehicle maintenance duties.

9. Temporary Assignment Bonus

Any per diem or part-time employee who agrees to a full-time or part-time temporary assignment for a limited, pre-determined, pre-scheduled duration of at least eight (8) weeks will receive a lump sum bonus at the conclusion of the temporary assignment. For a temporary assignment of 72 hours/pay period or greater, the lump sum bonus will equal ~~\$750~~ ~~\$300~~ per pay period. For a temporary assignment of less than 72 hours/pay period, the lump sum bonus will be prorated to reflect the additional hours assigned to the employee. To receive the lump sum bonus, the employee must not miss more than three (3) scheduled days during the assignment. Cost center seniority shall determine selection among qualified applicants for temporary assignments. Hours worked by per diem employees during a temporary assignment will still count as per diem hours under the provisions of Article 9.

10. End of the Day in Ambulatory Clinics and non-24/7 Procedural Areas

When a bargaining unit employee in an ambulatory clinic or a non-24/7 procedural area is required to work past their regularly scheduled shift for a direct patient care issue that requires the scope and skill of the bargaining unit employee, which cannot reasonably be reassigned, the bargaining unit employee will be paid a differential that is 100% of their base hourly rate for all hours worked past their scheduled shift.

11. Other Differentials

To the extent there is a past practice of paying any other differentials that were not discussed in any way during negotiations, UVMHC will pay bargaining unit employees such differential consistent with past practice.

12. Preceptor Differential: UVMHC shall pay an employee assigned by UVMHC to act as the assigned preceptor for a student, a resident, a nurse, a new department employee during that employee's orientation period or for a traveler. The differential shall be four dollars (\$4.00) per hour for all hours worked while performing this role. This differential will also apply when an employee in a charge role is precepting another employee to take on the charge role. UVMHC

will select preceptors based on skill and ability. Employees may be required to attend an approved preceptor class in order to qualify for preceptor pay.

13. **Crisis pay:** If a cost center total has a FTE vacancy rate of 20% (bargaining unit members) then crisis pay will be activated. Crisis pay of \$3/hr will be awarded to any bargaining unit employees for their time worked.

Article 24 - On-Call / Call-In

A. Requirements. An hourly bargaining unit employee who is designated as on-call receives the on-call stipend and call-in premium when the policy guidelines are met. Pagers will be made available to bargaining unit employees designated as on-call and is the preferred mode of contact. To receive the on-call stipend and call-in premium compensation, an hourly bargaining unit employee must:

1. Be employed in a department with an approved on-call program;
2. Be officially designated as on-call;
3. Be reachable by telephone or page during the assigned on-call period;
4. Restrict person travel to permit immediate availability;
5. Respond by phone with ten (10) minutes when notified by pager;
6. Arrive within thirty (30) minutes after receiving the call unless the department specifies a different timeframe on its On-Call Management Plan.

B. On-Call Stipend

1. Compensation in the form of a stipend will be paid for the entire on-call period at \$10.00/hour, four dollars and fifty cents (\$4.50) per hour. The stipend will be paid even when a bargaining unit employee is called in to the work site. If UVMMC offers higher call pay to any employee (including non-bargaining unit) at UVMMC, then the higher amount will apply.
2. If a bargaining unit employee who is scheduled to be on-call is asked to remain at work immediately following his/her regular shift, she/he will be compensated at a rate equal to one and a half (1 ½) times the bargaining unit employees base hourly rate and the on-call stipend will be paid. The time will be considered "Called In-On-Call." It will not be counted as overtime compensation, but the hours will count towards eligibility for overtime compensation. In this situation, the bargaining unit employee will not receive any travel time, and there is no two hour minimum.
3. Bargaining unit employees who fail to meet any of the requirements of section A above will not be compensated for the assigned period of on-call and may be subject to disciplinary action.
4. Preference for on-call shifts will be given to employees over agency staff.

C. Call-In Premium

When a bargaining unit employee is called to the work site to perform required procedures, compensation in the form of a premium rate will be paid under the following guidelines:

1. A bargaining unit employee will receive call-in premium pay equal to one and one half (1.5) times the bargaining unit employee's base hourly rate for a minimum of four (4) two (2) hours to a maximum of actual hours worked.
2. If a bargaining unit employee is called in prior to the start of her/his regular shift both the on-call stipend and premium pay will cease at the start of the bargaining unit employee's regular shift.
3. If a bargaining unit employee is on call for a scheduled holiday, CTO may be used for that scheduled shift. CTO hours will not be used for any hours that the bargaining unit employee is called in to work.

4. Bargaining unit employees called in are eligible for applicable differentials without application of the four hour minimum requirement.

D. Called In-On Call 2X. When a bargaining unit employee agrees within seventy-two hours of the start of the shift to sign up for an open on-call shift that has been converted from a hole for a regular shift posted in the initial schedule, the employee will be paid a call-in premium if called in to work of two times the bargaining unit employee's base hourly rate for a minimum of two to a maximum of actual hours worked.

E. Travel Time

There will be a one-half (1/2) hour credit for travel time for each call-in occurrence. This credit is added to the actual on-call hours worked for each occurrence to establish the total on-call paid hours. If the actual hours worked plus the one-half (1/2) hour travel credit is less than two (2) hours, only the two (2) hour minimum will be paid.

F. Rest Period

1. A ten (10) hour time lapse will be scheduled between shifts.
2. A less than ten (10) hour time lapse between shifts requires consent of the bargaining unit employee.
3. Whenever possible, call may not be scheduled directly after or immediately before a bargaining employee's scheduled shift.
4. If the employee misses scheduled hours because of the ten (10) hour time lapse, the employee will be paid for the missed hours without being required to use CTO.
5. Employees shall not be scheduled for more than three (3) consecutive on-call periods of sixteen (16) or more hours.

To facilitate having adequate sleep time, the department manager will work with the bargaining unit employee to adapt their schedule for a shift within a 24-hour period of being called in. Sleep credits will be earned if a bargaining unit employee is called in within the ten (10) hour rest period and will be used in place of CTO to cover the number of hours worked while on call. One (1) sleep credit hour will be earned for each hour of the ten (10) hour time lapse that was forfeited due to being called in. The sleep credits must be used within twelve months.

G. Called-In, Not On-Call

Bargaining unit employees called in while not designated as on-call will receive hourly pay equivalent to twice their hourly rate for a minimum of two (2) hours, travel pay as outlined above, and all applicable differentials. Bargaining unit employees will be expected to remain working on site for the entire two (2) hour period.

H. Sleep Rooms. Sleep rooms may be provided, if available, free of charge, for bargaining unit employees who are on call.

I. Within thirty (30) days after ratification of this agreement the Nuclear Medicine cost center shall provide bargaining unit employees with a protocol for called-in employees to request the presence of another qualified employee during a patient exam as necessary to properly maintain patient and staff safety.

J. Holiday On-Call. If an employee is called in on a holiday they will two time their hourly rate of pay in addition to any applicable differentials.

Article 25 – Holiday Pay

A. All employees will be entitled to 8 hours of holiday pay on a holiday.

B. In the event that an hourly bargaining unit employee is required to work on any of the following holidays, ~~they she/he~~ will be paid a premium rate of one and one-half (1 1/2) times ~~their her/his~~ regular hourly rate ~~A. — Hourly bargaining unit employees shall be entitled to premium pay~~ if required to work on any of the following holidays:

January 1 (New Year's Day)

Memorial Day (National)

Juneteenth

July 4 (Independence Day)

Labor Day

Indigenous People's Day

Thanksgiving Day

December 24

December 25 (Christmas Day)

If an employee celebrates a cultural or religious holiday not listed above, they may request and will be granted up to four holidays per year, in addition to the holidays above.

C. Departments are responsible for ensuring patient care needs are met. Thus, when possible, bargaining unit employee preference will be taken into account when granting time off during holidays. (See Article 18 Scheduling for more information).

D. Holiday premium pay will be paid for all worked hours between 11:00 pm on the day preceding the holiday through ~~7:00am 11:30 p.m.~~ on the day ~~after~~ of the holiday. New Year's Day is an exception, with premium pay being paid for all worked hours between 7:00 p.m. on the day preceding the holiday through 7:30 p.m. on the day of the holiday. December 24th and December 25th are also an exception, with premium pay being paid for all hours worked beginning December 24th at 7:00 a.m. through December 26th at 7:30 a.m.

E. There will be no pyramiding of overtime pay.

F. Employees who cannot work on a holiday because of a closure or lack of work may volunteer to work a holiday where qualified as helping hands.

Article 28 Certification

No Change: Sections A-C

D. Off-Site Work on Mandatories. With prior approval for scheduled time from their manager, an employee may complete mandatories off-site and such scheduled time will be paid.

Article 29 - Educational Reimbursement

No change: Sections C-F

A. Tuition Assistance: To assist bargaining unit employees in their efforts to increase their effectiveness in their current jobs and/or help them establish eligibility for additional responsibility for positions at UVMMC by helping them to defray the costs of higher education.

B. Eligibility:

1. Full and part time bargaining unit employees are eligible for tuition reimbursement after six (6) months of service.
2. Bargaining unit employees are eligible to receive standard tuition reimbursement of ~~\$3200 two thousand six hundred dollars (\$2,600.00)~~ per fiscal year. ~~(see "procedures" below). Effective FY2020, this amount shall increase to \$3,200.~~ Reimbursement for part time bargaining unit employees is prorated based on paid hours from the preceding twelve (12) months prior to the approval date.
3. Bargaining unit employees who have been employed for more than five (5) years are eligible for additional tuition reimbursement up to \$1800 per fiscal year. ~~one thousand three hundred fifty dollars (\$1,350.00) per fiscal year. Effective FY2020, this amount shall increase to \$1,800.~~ Reimbursement for part time bargaining unit employees is prorated based on paid hours from the preceding twelve (12) months prior to the approval date.

G. Continuing Education

Annually UVMMC will budget ~~\$40,000 and 200~~ \$100,000 and 500 conference days of eight (8) hours to cover the cost of conferences and training reasonably related to bargaining unit employee's area of practice, as well as professional society dues to have access to continuing education credits. The budget items under this section will not be frozen and will be available during the fiscal year. At least two OR Techs per year & two HIM & two Professional Coders will be allowed to attend conferences in person.

Notwithstanding the above, the cost of any CEUs not provided by UVMMC will be reimbursed and time spent on all mandatory CEUs and CEUs required for certification will be paid time.

Employees will be paid during time testing or qualifying for initial boards, and time spent on CQR and will be paid time.

H. Scholarship Program

UVMMC and the VFNHP agree that the retention of bargaining unit employees is an important goal of the parties. The Scholarship Program is intended to support career development at

UVMHC. Scholarship funds may be used toward the cost of tuition, books, applications and other academic expenses for those pursuing degrees in a related health care field approved through the Allied Health Scholarship Program. ~~One~~ Four scholarships will be awarded annually for seven-thousand, two hundred and fifty dollars (\$7,250).

No change to rest of Section H.

Article 30– Flexible Benefits

Sections A-C, F-K, N-P: no change

- D. The current dollar amounts charged to employees for medical coverage will not change. Any increases in premiums during the life of this contract will be paid by UVMMC.
- E. The current dollar amounts charged to employees for dental coverage will not change. Any increases in premiums during the life of this contract will be paid by UVMMC.

L. Service Credits - The Hospital provides service credits as part of the FlexCare Benefit Program to full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period, and who have worked for the Hospital for the following length of time ten or more years. The amount of service credits will vary depending on an employee’s length of service as of each year, as follows:

Years of Service	Annual Benefit Dollars		
	Full-Time (72-80 hours)	Part-Time (60-71 hours)	Part-Time (40-59 hours)
<u>5 to 9</u>	<u>\$200</u>	<u>\$150</u>	<u>\$100</u>
10 to 14	\$400 <u>\$200</u>	\$300 <u>\$150</u>	\$200 <u>\$100</u>
15 to 19	\$600 <u>\$300</u>	\$500 <u>\$225</u>	\$300 <u>\$150</u>
20 to 24	\$800 <u>\$400</u>	\$600 <u>\$300</u>	\$400 <u>\$200</u>
25 or more	\$1000 <u>\$500</u>	\$750 <u>\$375</u>	\$500 <u>\$250</u>

M. Flex Time Off (FTO)

~~Full-time~~ Bargaining unit employees receive additional paid time off called Flex Time Off (FTO) through the FlexCare Benefit Program. This benefit is only available to bargaining unit employees during the annual open enrollment period and can be used to help offset the cost of benefits or take as additional paid time off.

Article 31 – Retirement

A. 403 (b) Retirement Plan.

1. **Plan.** The Hospital will continue to maintain the pension plan in effect and 403 (b) retirement plan during the term of this Agreement, so long as none of the provisions in these plans violate applicable laws or regulations. In the event that any benefit provided under these programs violates applicable law or regulations, the Hospital will meet and negotiate with the VFNHP at least sixty (60) days prior to changing the benefit. If the Hospital improves the pension plan in effect and/or the 403(b) retirement plan for non-bargaining unit employees during the term of the Agreement, such improvements shall also be applied to the retirement benefits for bargaining unit employees. The Hospital agrees that there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement.
2. **Employer Basic Contribution.** The Hospital will contribute the following amounts based on points (years of service plus age of employee) for all full-time and part-time employees.

3.

Points	Hospital Contribution	
>40	4%	3%
40-59	6%	5%
60-79	8%	7%
80+	11%	10%

4. **Matching Contribution.** All full-time, part-time, and per diem bargaining unit employees are eligible to make personal contributions into the 403(b) Retirement Plan as of the effective date of hire. The Hospital will match 100% of an employee's contribution to their 403(b) up to 3% of the employee's salary. Upon six months of employment, newly hired employees will be automatically enrolled for 3% personal salary deferrals, thereby qualifying for the maximum employer match of 3%, unless the employee signs a waiver indicating that they do not want to make the 3% deferral. Employees would have an additional 90 day "unwind" period in which to withdraw the money, without penalty, if they choose not to make the 3% deferral.
5. **Vesting.** An employee is always 100% vested in their personal contributions (including rollover contributions and investment earning on those contributions). An employee becomes fully vested in UVMHC contributions at three years of service.

If an employee terminates employment after reaching age 65 or dies while still an employee, the employee will be vested in all UVMMC contributions and investment earnings on those contributions regardless of the number of years of service.

6. **Withdrawals while employed at the hospital.**

Before age 59 ½: In return for the Plan's tax advantages, the IRS restricts an employee's ability to withdraw contributions from the plan. However, under certain circumstances, an employee may receive a distribution while employed by UVMMC by applying for a hardship withdrawal, if you meet the requirements, or when you become disabled. You may also receive a distribution from all accounts under the Plan if you become disabled.

After age 59 ½: An employee may receive payment of all or a portion of the employee's account (called a distribution) when at age 59 ½.

B. Pension Plan

To be eligible for a retirement benefit from the University of Vermont Medical Center Pension Plan, a bargaining unit employee must have been eligible to receive either an accruing or frozen monthly benefit payment from the former Medical Center Hospital of Vermont (MCHV). This defined benefit plan is currently "frozen" which means that new participants are not permitted to enroll. Bargaining unit employees must be at least age fifty-five (55) and have a minimum ten (10) years of service to be eligible to begin receiving their retirement benefits.

C. The Hospital will hold a retirement education meeting a minimum of two times per year.

~~C. 403(b) Retirement Plan~~

- ~~1. All full-time, part-time, and per diem bargaining unit employees are eligible to make personal contributions into the 403(b) Retirement Plan as of the effective date of hire.~~
- ~~2. All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible to receive basic and matching contributions from the Hospital.~~

Article 32 – Combined Time Off

Sections C-D: no change

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

1. Eligible bargaining unit employees will begin accruing CTO from the start of employment or the effective date of entering an eligible status.
2. Eligible bargaining unit employees accrue CTO each pay period on the basis of paid hours. ~~The maximum number of paid hours on which CTO is accrued is eighty (80) hours per pay period.~~
3. CTO is not accrued on workers' compensation, CTO cash-in, Flex Time Off (FTO), short-term disability, long-term disability, leaves of absences or during an unpaid absence.
4. The accrual rates for eligible bargaining unit employees are based on length of continuous eligible service and position classification.
5. The maximum amount of CTO hours that can be accrued in a bargaining unit employee's CTO bank is two (2) ~~one and one half (1.5)~~ times the individual bargaining unit employee's annual accrual. Once this amount is reached, no more CTO hours will be accrued until the CTO hours in the bank are below this maximum amount, unless the employee is unable to take time off due to staffing needs. The maximum allowed accrual is prorated for part-time bargaining unit employees based on their standard hours.
6. When a bargaining unit employee's authorized hours are reduced, her/his CTO bank will be compared to the new maximum CTO allowed. If the CTO hours bank is over the new maximum, the excess CTO hours plus two (2) pay periods' worth of CTO accrual hours (based on the new accrual rate) will automatically be cashed out to make the bargaining unit employee's CTO bank below the new maximum. This will allow the bargaining unit employee to continue to accrue CTO hours. This payment will be included in the next paycheck. This cash out does not affect the bargaining unit employee's eligibility for the CTO cash-in (see CTO Cash-in Section).
7. **CTO Accrual shall be as follows:**

0 to 5 years: Hourly Accrual Factor = .12 ~~.099726~~

5+ to 10 years: Hourly Accrual Factor = .14 ~~.118904~~

10+ to 15 years: Hourly Accrual Factor = .16 ~~.138084~~

15+ to 20 years: Hourly Accrual Factor = .18

20+ years: Hourly Accrual Factor = .2

8. Employees who regularly receive differentials will have an average differential applied to their CTO payments.

B. Use of Combined Time Off (CTO)

1. Paid Time Off for hourly bargaining unit employees:
CTO will be used for scheduled absences including holidays (subject to Section 3), planned personal days and all unscheduled absences. CTO must be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to his/her authorized hours, except in cases required by law. CTO hours may not be used to cover canceled extra shifts. If a bargaining unit member has a scheduled absence due to union related work, the Union may request that she/he get paid out of the union bank of hours instead of his/her CTO bank. Such requests shall not be unreasonably denied.
2. Paid Time Off for Exempts:
CTO will be used for all scheduled and unscheduled absences in increments of full days. CTO must be used to supplement a bargaining unit employee's worked days so that the paid days in any pay period are equal to authorized hours, except in cases permitted by law. Notwithstanding the above, exempt bargaining unit employees shall be paid their guaranteed weekly salary except where otherwise permitted by law.
3.
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 who work in a cost center that is closed for a holiday may elect to take ~~up to three (3)~~ unpaid holiday days without using CTO. None of these requirements shall decrease an existing practice.
4. New Bargaining Unit Employees:
Eligible bargaining unit employees will accrue CTO hours from the date of hire.
5. Upon termination a bargaining unit employee will be paid for all CTO remaining in her/his CTO bank at one hundred percent (100%) of its value, and in accordance with tax laws and IRS regulations. The value is calculated using the bargaining unit employee's base rate.
6. For use of CTO time when bargaining unit employees are sent home during periods of low census, see Article 20A.

Article 34– Family and Medical Leave (FMLA)

Section A, C-L: no change

B. Family and Medical Leave Period:

Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee will be granted an unpaid leave of absence up to twelve (12) weeks during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave. The Hospital will provide up to six weeks of paid leave for an FMLA qualifying event without charging the employee's CTO bank. This leave is in addition to the twelve (12) weeks of FMLA, not a replacement for it.

Article 43 - Health and Safety

Sections B-F: no change

A. UVMMC and the VFNHP recognize that bargaining unit employees may be exposed to workplace situations that pose risks to health. Consistent with hospital policies and the requirements of state and federal law, UVMMC agrees to protect the health of the bargaining unit employees and provide a safe work environment. To that end, UVMMC agrees to provide:

1. A program of infectious and communicable disease control as required by state and federal law.
2. Physical examination health tests and immunizations as required by UVMMC, state and federal law at no cost to the employee.
3. Material data safety sheets as required by state or federal law.
4. Needle protection systems as required by state or federal law.
5. All safety equipment and related training necessary to perform the duties of the position including appropriate levels of PPE, including lead vests/gowns, needed to protect employees as recommended by the CDC guidelines and/or the Vermont Department of Health and/or as required by UVMMC policies and procedures, state and federal law.
6. 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.
7. UVMMC agrees to increase the availability of de-escalation and workplace safety training by having two dedicated trainers to provide training to new and existing employees.

G. For the protection and safety of employees, patients and families, and confidential medical information, the hospital will update and implement a behavioral warning process for patients and/or families photographing, audio recording, and video recording staff

H. All departments will have a minimum of two employees on each shift.

I. UVMMC agrees to increase the availability of de-escalation and workplace safety training by having two dedicated trainers to provide training to new and existing employees.

J. The parties share a commitment to ED workplace safety. UVMMC will continue to prioritize action items on the Emergency Department Workplace Safety Plan. The plan will be reviewed at

monthly meetings with ED staff and the Union, and UVMCC will share specific progress updates towards plan implementation. At monthly meetings, the parties will collaborate on, but not limited to, enhanced security presence in the ED, implementation of safe weapons removal and storage procedure, and screening all ED patients for weapons upon entry.

If UVMCC has not implemented enhanced security presence in the ED, a safe weapons removal and storage procedure, and screening all ED patients for weapons upon entry within 6 months of ratification VFNHP may reopen this side letter.

Article 44 - Planning for the Future

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

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

C. UVMMC, recognizing current staffing and safety issues is committed to prioritizing the construction and renovation of both staff and patient safety projects on existing UVMMC infrastructure prior to engaging in other construction projects. The union recognizes the economic and patient-volume strain UVMMC is experiencing, and requests that management of this problem be overseen by a board composed of two each of hospital administrators, two nurses appointed by VFNHP, and two technical professionals appointed by VFNHP. The job of this committee is to help guide the direction of expenditure funding to best benefit the communities future needs while providing a safe workplace for patients and employees.

Article 45 – Parking

No change except add the following:

Any reference to the ACC parking garage shall be inclusive of all on-site parking lots at UVMMC's main campus, to include ACC and McClure parking garages.

Employees who split locations during a single shift between the main campus and an off-campus location shall be guaranteed free on-site parking while working at the main campus.

Employees will be guaranteed free on-site parking at UVMMC's main campus on the days they are pre-scheduled for on-call immediately following a scheduled shift.

IR employees shall have badge access for the McClure Parking Garage for on-call IR employees with access from 15:00-07:00 weekdays and 24 hour availability on weekends, with no more than two badges to be used at one time

All employees assigned to park at off-site lots will be permitted to park at UVMMC's main campus on the days they are scheduled to work hours extending beyond the UVMMC shuttle service schedule.

Employees coming in for an urgent shift will be allowed to park on-site.

Time spent on the shuttle will be considered paid time.

Parking assignments will be reviewed by security a minimum of every 3 months for updated parking assignments.

Bargaining unit employees with fifteen (15) years seniority will have the option to choose preferred parking, including onsite, based on availability. VPs directors etc will not count against this availability.

Article 46 - Labor Management Committee

UVMHC recognizes that, due to their specialized education and experience, the bargaining unit employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care and service excellence at UVMHC, and that, therefore, procedures should be developed whereby the views and recommendations of the bargaining unit employees are sought.

A joint Labor-Management Committee has been established by UVMHC and the VFNHP under the collective-bargaining agreement for the RNs and LPNs. The VFNHP may appoint up to four ~~two~~ members from the bargaining unit covered by this contract to that Labor-Management Committee. UVMHC may appoint up to four ~~two~~ managers from departments covered by this contract to that Labor Management Committee. The terms and conditions in the RN and LPN collective-bargaining agreement shall govern the operation of the Labor Management Committee and, to the extent relevant, shall be applicable to the representatives provided for by this Article.

Article 47 - Clothing

If uniforms are required for bargaining unit employees, which includes apparel of distinctive design or color, and are not usable or suitable in other healthcare or business settings, The University of Vermont Medical Center will provide reasonable uniforms at no cost to the employee. Bargaining unit employees may be required to clean and maintain uniforms consistent with current practice.

Bargaining unit employees who perform transports on a regular basis may request reimbursement of up to \$300 every 3 years to cover the cost of purchasing any apparel approved by their Department.

UVMHC shall make hospital-issued scrubs available for employees assigned to work in a location with patients under investigation (PUI) or who are positive for an infectious disease.

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

Article 50 - Duration of Contract

This agreement shall become effective on ratification or the first day of March, 2022 (whichever is later), and shall terminate at 12:01 a.m. on July 9, 2024. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least 7 business days after ratification, whichever is later.

Side Letter: Bonus

All Imaging Technologists (those employees covered by the Imaging Technologist side letter), who would have been eligible to receive the \$5000 bonus (or pro-rated bonus) will receive that bonus upon ratification of this agreement.

Side Letter: Career Ladders

1. The parties agree to complete the following career ladders prior 3/1/2023

A. HIM Coding & Professional Coding

B. Radiology

The parties agree they will begin to meet at a mutually agreeable time to bargain a career ladder for all bargaining unit Imaging Technologists in the following classifications: 3D Imaging Technologist, CT Technologist, CT Technologist Senior, CT Technologist Lead, CT/NM Imaging Technologist, Imaging Research Technologist, Interventional Radiology Tech, Interventional Radiology Tech Senior, Interventional Radiology Tech Lead, MRI Technologist, MRI Technologist Senior, MRI Technologist Lead, Multi-Modality Technologist, Radiology Clinical Instructor, Radiology OR Specialty Technologist, Radiology Tech, Radiology Tech Senior, Radiology Tech Lead, and Radiology Tech Osteoporosis, employed in the cost centers of Pain Management (1104), Computed Axial Tomography (1301), Diagnostic Radiology (1311), Magnetic Resonance (1320), Radiology Communication (1329), Diagnostic Outpatient Radiology (1333), Interventional Radiology (1345), Endocrinology (1416), and Pelvic Medicine and Reconstructive Surgery (2269). The parties agree to act in good faith towards reaching an agreement on a career ladder for this group of positions and cost centers within six (6) months following their first meeting.

2. The parties agree to begin meeting on the following career ladders by 4/1/2022

A. Breast Imaging, Cardiology, Nuclear Medicine

Within three (3) months after ending negotiations for the Radiology career ladder, the parties agree they will begin to meet at mutually agreeable times to bargain career ladders for all bargaining unit Imaging Technologists in classifications not listed above, employed in the cost centers of Breast Imaging (1334), Cardiology Non-Invasive (1446), and Nuclear Medicine (1322). The parties agree to act in good faith towards reaching an agreement on career ladders for positions in each of the listed cost centers within nine (9) months following their first meeting.

B. Hemodialysis

C. Emergency Department

D. Pulmonary Clinic

E. OR

3. UVMHC will work with VFNHP to develop a timeline for any additional career ladders.