

## Article 9 – Per Diem Employment

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

1. A minimum of three hundred (300) hours per calendar year. For per diem bargaining unit employees in Imaging Technologist cost centers, Critical Care Transport, OR, and the Emergency Department, up to fifty (50) hours worked per calendar year outside of UVMMC in a position that is the same as or substantially similar to their position at UVMMC may be credited to this commitment.
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 ninety-six (96) hours of night or weekend shifts per calendar year. These hours are concurrent with the requirement of section 1 and 2.

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.

Prescheduled shifts that are cancelled 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 pro-rated 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 meet their minimum work commitments, no separation of employment will occur for not reaching the commitments.

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. 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.

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 \$3 per hour for all hours worked during the calendar year in addition to all other applicable differentials, including the differentials in Article 23(4).

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. Respiratory Therapy, Critical Care Transport, the OR, the Emergency Department, and each Imaging Technologist cost center with at least seven (7) bargaining unit FTEs shall have a minimum of one per diem position per seven (7) FTEs.