

**Agreement**

**Between**

**THE UNIVERSITY OF VERMONT MEDICAL  
CENTER**

**and**

**VERMONT FEDERATION OF NURSES  
AND HEALTH PROFESSIONALS,  
AFT Vermont, AFL-CIO  
Local 5221**

**TECHNICAL BARGAINING UNIT**

**March 1, 2023 to April 30, 2026**

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## Article 1 - Preamble

This agreement is made and entered into as of March 1, 2023 by and between The University of Vermont Medical Center (“UVMCMC” or the “Employer”) and the Vermont Federation of Nurses and Health Professionals, AFT VT, AFL-CIO Local 5221 (“VFNHP” or the “Union”) the local representing several bargaining units. The terms “bargaining unit employee,” “employee,” and “employees” used in this agreement shall refer to the employees in the bargaining unit set forth in Article 2.

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

## Article 2 - Recognition

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, who work an average of 4 or more hours per week in a continuous thirteen week period in the positions listed in the below table and wage chart appended to this agreement, at assigned locations: 111 Colchester Ave., Burlington, VT; 1 So. Prospect St., Burlington, VT; 30 Community Drive, So. Burlington, VT; 62, 67, and 192 Tilley Drive, So. Burlington, VT; 6 San Remo Drive, So. Burlington, VT; 1 Timberlane, So. Burlington, VT; 462 Shelburne Road, So. Burlington, VT; 790 College Parkway, Colchester, VT; 2 Essex Way, Essex Jct., VT; 87 Main St., Essex Jct., VT; 170 Blakely Rd., Colchester, VT; 7 Rathe Road, Colchester, VT; 58 East View Lane, Berlin, VT; 189 Prouty Dr., Newport, VT; 8 Crest Road, St. Albans, VT; 160 Allen St., Rutland, VT; 35 Joy Dr. So. Burlington, VT; 327 Holly Ct., Williston, VT; Malone, NY; and any future address for a UVMCMC day surgery center.

<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
Certified Ophthalmic Assistant	Cardiology Technician
Certified Ophthalmic Medical Technologist	Cardiology Technician II
Certified Ophthalmic Technician	CT Technologist
Certified Surgical First Assist	CT Technologist Lead
Certified Surgical Technologist	CT Technologist Senior
CNL Technologist I	CT/NM Imaging Technologist
CNL Technologist II	Imaging Research Technologist

CNL Technologist III	Interventional Radiology Tech Lead
CNL Technologist IV	Interventional Radiology Tech
Critical Care Transport Paramedic I	Interventional Radiology Tech Senior
Critical Care Transport Paramedic II	Lead MRI Technologist
Critical Care Transport Paramedic III	Mammography Lead Technologist
Critical Care Transport Paramedic IV	Mammography Specialist
CSR Tech I	Mammography Technologist
CSR Tech II	Monitoring Services Coordinator
CSR Tech III	MRI Technologist
CSR Tech IV	MRI Technologist Educator
Emergency Department Tech	MRI Technologist Senior
Emergency Department Tech II	Multi-Modality Technologist
Emergency Department Tech III	Nuclear Med Technologist Sr
Hemodialysis Sr Technician	Nuclear Med Technologist
Hemodialysis Technician	Nuclear Med Technologist - Exempt
Hemodialysis Tech Certified	Radiology Clinical Instructor
Hemodialysis Tech Certified - ESP	Radiology OR Specialty Technologist
HIM Coder Associate	Radiology Research Coordinator
HIM Coder Staff	Radiology Technologist
HIM Coder Sr	Radiology Technologist Lead
Medical Aesthetician	Radiology Technologist Osteoporosis
Ophthalmic Assistant	Radiology Technologist Sr
Ophthalmic Photographer	Sonographer
Professional Coder - Associate	Sonographer Advanced
Professional Coder - Senior	Sonographer Associate
Professional Coder - Staff	Sonographer Lead
PSG Technologist I	Sonographer Senior
PSG Technologist II	
Respiratory Therapist I	
Respiratory Therapist II	
Respiratory Therapist III	
Sleep Center Clinic Tech	
Surgical Technician II	
Transport AEMT	

Transport EMT	
Transport Paramedic	

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.

**Article 3 - Check-Off / Union Security**

A. UVMCMC and the VFNHP recognize the right of any bargaining unit employee to become and remain a member of the VFNHP or to refrain from becoming and/or remaining a member of the VFNHP, and neither party will interfere with any employee in the exercise of that right.

B. Each bargaining unit employee shall, as a condition of employment, beginning on the thirtieth (30) calendar day following either the commencement of employment or the effective date of this agreement, whichever is later, either be a dues-paying member of the VFNHP or pay a service fee to the VFNHP. A bargaining unit employee who fails to maintain membership in good standing or pay service fees as required by this Article shall, within ten (10) business days, following receipt of a written notice from the VFNHP requesting her/his discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered.

C. UVMCMC agrees to deduct VFNHP Dues, Initiation Fees and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the VFNHP bank account by wire transfer on a monthly basis, subject to the provisions of this Article.

D. The VFNHP shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for VFNHP Dues, Initiation Fees and/or Agency Service Fees in writing to UVMCMC on an annual basis prior to December 1 of each year. The designations cannot be changed during the calendar year for which they apply.

E. Upon receipt of a written authorization signed and dated by a bargaining unit employee on a form approved by UVMCMC, UVMCMC shall deduct, from the bargaining unit employee's pay, the appropriate VFNHP Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to the VFNHP during the period provided for in the authorization. The dues check-off authorization may be revoked by the bargaining unit employee at any time by submitting a written revocation to the VFNHP and/or UVMCMC. Said revocation shall be in effect on the date of receipt by the VFNHP or UVMCMC or the day after the revocation is mailed to the VFNHP or UVMCMC, whichever is sooner.

F. Deductions shall be made based on the bargaining unit employee's pay cycle.

G. UVMCM shall not be required to make deductions with respect to any bargaining unit employee for a payroll period in which the bargaining unit employee:

1. Is in an unpaid leave status for the pay period;
2. Is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period; or
3. Has a net pay before any voluntary deductions other than for benefits such as health, life, dental, vision, disability insurance, or retirement benefits, which is less than the amount of VFNHP Dues, Agency Service Fees or Initiation Fees to be deducted.

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

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

H. This Article and any check-off authorization covered by this Agreement will become null and void upon expiration of this Agreement unless UVMCM and the VFNHP agree in writing to extend this provision.

I. The VFNHP will hold UVMCM harmless and indemnify UVMCM for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by UVMCM as a result of this Article.

#### **Article 4 -Union Access**

A. UVMCM will provide the VFNHP with access to a conference room one day a month, on mutually agreed upon dates and times. The parties agree that this provision is the same meeting time as provided in the contract for the RNs and LPNs, and that it does not provide for an additional meeting. The VFNHP may hold meetings only in the designated room provided.

- These VFNHP meetings are not open to non-bargaining unit employees.
- Such on-site meetings will not address the organizing of additional units, the expansion of the current unit, or strike issues.
- No one shall attend such VFNHP meetings on work time. Bargaining unit employees may attend during their break time.

B. VFNHP representatives, not UVMCM employees, who want access to any UVMCM area other than this meeting room will get prior approval from Director of Employee & Labor Relations, or his/her designee, which will not be unreasonably denied.

C. The VFNHP will be provided with one bulletin board per cost center where collective bargaining unit employees work. Such bulletin board will be located in the employee lounge/locker room area, or in a location to be mutually determined by the VFNHP and UVMCM.

In addition, the VFNHP will be provided with the same three locked bulletin boards as provided in the contract for the RNs and LPNs.

A courtesy copy of all posted material shall be submitted to the Director of Employee & Labor Relations, or his/her designee, prior to, or at the same time as, posting. These bulletin boards will at all times carry a label clearly identifying them as VFNHP space for use and disclaiming any UVMMC responsibility for any matter posted on them. No notices or other materials may violate law or be personally derogatory or demonstrably untrue.

D. A VFNHP steward shall have up to thirty (30) minutes to orient newly hired bargaining unit employees to the VFNHP during orientation at a time designated by UVMMC. The bargaining unit employee shall be paid for the time spent in orientation with a VFNHP Representative. The VFNHP will provide UVMMC with copies of all materials presented to bargaining unit employees during orientation. The VFNHP will be notified at least one (1) week in advance of the date, time and place of orientation.

E. UVMMC will reimburse bargaining unit employees up to a 400 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 200 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 UVMMC 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.

F. When a technical employee holds the position of Union President Vice President, Tech Vice President, or Grievance Chair, the employee may request to reduce their hours or change status to part-time of no less than 0.5 FTE in order to fulfill the duties of their union position. During any single term in a union position, the employee's request for a reduced schedule may be approved no more than once: The request must be submitted at least 8 weeks before the proposed schedule change. Upon the request of the employee, UVMMC will restore the employee to the same position and schedule/shift, so long as the employee works in an area with at least 10 committed hours bargaining unit employees in the employee's same job family. If the employee works in an area with less than 10 committed hours bargaining unit employees in the employee's job family, the employee shall be offered the next vacancy within the employee's title subject to any other legal obligations.

## **Article 5 - Information**

1. The Hospital shall electronically provide the VFNHP at least quarterly a working Excel file with the following information on all bargaining unit employees and positions:



- UVMMC ID
- Name (Last Name, First Name)
- Company Dt
- Birthdate
- Address 1
- Address 2
- City
- State
- Postal
- Max Phone
- UVMMC Email address
- Sum StdHrs
- Empl Record
- Job Code
- Job Title
- Dept ID
- Dept
- Dept Date
- Pay Status
- Full/Part
- Stnd Hrs/Wk
- Shift
- Hrly Rate
- Step
- Supervisor Code Number
- Supervisor
- Location Descr
- Location Address, Municipality, State and Zip Code
- Union Code
- FLSA Stat

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.

- UVMMC 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

3. The Hospital shall electronically provide the VFNHP on a monthly basis, working Excel files with:
  - a. Dues report(s):
    - Separate Lists for RN and LPN Bargaining Units
    - UVMC ID #
    - Name (Last Name, First Name)
    - Total Hours worked
    - Pay Period End
    - Deduction Code
    - Sum Current Deductions
    - Year to Date Dues Paid
    - Year to Date Income (by individual)
  - b. Change Information:
    - I. New Hires and employees transferring into the Bargaining Unit
      - UVMC ID
      - Name (Last Name, First Name)
      - Company Dt
      - Birthdate
      - Address 1
      - Address 2
      - City
      - State
      - Postal
      - Max Phone
      - UVMC Email address
      - Sum StdHrs
      - Empl Record
      - Job Code
      - Job Title
      - Dept ID
      - Dept
      - Dept Date
      - Pay Status
      - Full/Part
      - Std Hrs/Wk
      - Shift
      - Hrly Rate
      - Step
      - Supervisor Code Number
      - Supervisor
      - Location Descr
      - Location Address, Municipality, State and Zip Code
      - Union Code
      - FLSA Stat

- II. Change to any of the above fields:
  - Separate Lists for RN and LPN Bargaining Units
  - Last Name changes (i.e., marriage and divorce)
  - Cost center changes
  - Effective date of all changes and sequence indicators for individuals with multiple same day/field changes
  - Pay Status Changes
  - Changes to Authorized Hours
  - Job Title Changes
  - Change of primary or secondary bargaining department
  - Hired into an additional job
  - Unit Hire Date (date change is effective)
  - Authorized Hours
  - Full/Part/Other Status
  - Shift
  - Job Code/Job Title
  - Department/Cost Center
  - Location/Location Address, Municipality, State and Zip
  - Hourly rate
  - Hourly or Salaried
  - Change of Address/Phone/UVMMC Email
  - Change of shift
  - Change in hourly rate
  - Change in Step
  - Change of job title and corresponding change in exempt vs. non- exempt status if necessary
  
- III. Leaving the bargaining unit (i.e., took non-bargaining unit job)
  - Old info
  - Effective Date
  
- IV. Terminations
  - Separate Lists for RN and LPN Bargaining Units
  - Effective Date
  - UVMMC ID #
  - Name (Last Name, First Name)
  - Job Title
  - Status in that job title
  - Department
  - Cost Center
  - Was this the primary job?
  
- V. Retired
  - Separate Lists for RN and LPN Bargaining Units
  - UVMMC ID #
  - Name (Last Name, First Name)
  - Effective Date

- Department
- Cost Center
- Hourly Pay Rate

VI. Leaves of Absence

- Separate Lists for RN and LPN bargaining units
- UVMC ID #
- Name (Last Name, First Name)
- Type of Leave
- Effective date of Leave

VII. Short and Long Term Disability

- Separate lists for RN and LPN bargaining units
- UVMC ID #
- Name (Last Name, First Name)
- Type of Disability (short term- long term)
- Type of Disability (intermittent – fully out of work)

4. The Hospital will also provide the VFNHP with a hard copy of its annual audited financial statements.

### **Article 6 - Management Rights**

The VFNHP agrees that, except as these rights may be otherwise specifically limited in this Agreement, the Employer has both legal responsibility and sole right to take any and all action as it may deem proper with respect to the management of its business, including, but not limited to, the right to determine mission and budget; to plan, direct and control its operation; to hire and to maintain efficiency of bargaining unit employees; and to discipline and discharge bargaining unit employees for just cause.

Except as limited by express provisions of this Agreement, the VFNHP and the Employer agree that all rights, powers or responsibilities of the Employer, existing before the execution of the Agreement, are retained by the Employer and that these rights, powers and responsibilities shall belong solely and exclusively to the Employer during the term of this Agreement including, but not limited to, the right to manage the Employer's business and property, the right to determine the standards of service to be provided and standards of productivity and performance of its bargaining unit employees, the right to determine teaching and other professional standards and methods, the right to determine the size and composition of the work force, including the utilization of contract/agency employees, to determine educational standards, to decide the number and location of offices, buildings, facilities and physical plant, to decide the quantity and type of equipment to be used in its operations, to determine the speed of such equipment and the content of job classifications, to promulgate rules and regulations, to select supervisory and managerial employees, to contract out work, to determine the time for work, staffing patterns and work areas, to determine the method and place of performing work including the introduction of improved production methods or facilities, to relocate work; to determine the scheduling of work and work breaks, to determine whether work shall be performed by bargaining unit employees or others, to establish standards of quality and quantity for work to be done, to determine whether any part of the whole of its operations shall continue to operate; to

establish, change or abolish any classification or service, to maintain order and efficiency in its facilities and operations, to discharge probationary employees, to determine the duties of bargaining unit employees, to hire, to layoff, to assign, to transfer, to determine the qualifications of bargaining unit employees, to promote bargaining unit employees, to discipline, demote, suspend or discharge bargaining unit employees for just cause, to determine the starting and quitting times, to require overtime, to determine the number of hours to be worked, and to subcontract work. UVMMC has the right to take whatever actions may be necessary to carry out UVMMC's mission during emergencies.

### **Article 7 – Non-Discrimination**

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

UVMMC will provide training for all bargaining unit 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 8 - Employment Status**

#### **A. Definitions**

##### **1. Full-time:**

- Bargaining Unit employees with authorized hours between seventy-two (72) and eighty (80) hours per two-week pay period.
- Bargaining Unit employees who are hired under any alternative scheduling plan for full time employees that may be agreed to by the parties.

##### **2. Part-time:**

- Bargaining Unit employees with authorized hours between forty (40) and seventy-one (71) hours per two-week pay period.

##### **3. Regular Special:**

- Bargaining Unit employees with authorized hours between eight (8) hours and thirty-nine (39) hours per pay period.

##### **4. Per diem:**

- Bargaining Unit employees hired to work on an as needed basis in compliance with requirements outlined in Article 9 on per diem employment.

**B.** A bargaining unit employee's employment status will not change more frequently than once every six (6) months absent approval of the appropriate Vice President who oversees the area where the position is located, or designee. Adding, dropping or adjustments to a secondary position does not constitute a change in employment status for purposes of Section B of this Article.

## 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.

### **Article 10 - Probationary Period**

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

### **Article 10A - Orientation/Training**

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, the educator, and/or the employee providing training.

3. Bargaining unit employees undergoing their orientation/training plan shall not be given a full patient assignment independently (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 competencies required by the assignment.
4. If UVMMC introduces new patient procedures or equipment, all affected bargaining unit employees shall be provided appropriate training prior to the introduction of the new patient procedures or equipment. Affected bargaining unit employees agree to attend training.
5. Cost centers that assign technical bargaining unit employees to precept new bargaining unit employees or Traveler/Agency staff may establish a preceptor training program. In those cost centers with an established preceptor training program, bargaining unit employees agree they will attend the training at their manager's request. Hours spent in a preceptor training program will be worked hours.
6. At the request of either party, the hiring of an educator in any technical bargaining unit cost center shall be added as a topic for discussion at a meeting of the Staffing Committee established in Article 20.
7. Bargaining unit employees in HIM who are in training (new role, new team, new service) shall not be required to fill in or assist with prior job duties for more than eight (8) weeks. An assignment longer than (8) weeks requires the consent of the bargaining unit employee.

**Article 11 – Seniority**

A. Definition

1. UVMMC Seniority shall be defined as continuous employment with UVMMC or any of its predecessor organizations from the date of hire.
2. Cost Center Seniority shall be defined as continuous employment in a specific cost center within a department (for purposes of this article, see list of departments and cost centers in Appendix 3) in a non-management position, added to UVMMC Seniority. UVMMC will maintain the Cost Center and UVMMC Seniority lists. The VFNHP will have regular access to the lists.
3. Seniority shall mean UVMMC Seniority unless otherwise specified below:

<u>Article</u>		<u>Seniority Type Used</u>
12(C)	Vacancy / Job Posting	Hospital
12(F)	Internal Posting / Shift Schedule Preference	Cost Center



16	Layoff	Hospital
17	Recall	Hospital
18	Hours of Work / Staff Schedules	Cost Center
18A	Scheduling Vacations / CTO	Cost Center
18B	Summer CTO	Cost Center
19	Overtime	Cost Center
20A	Staffing Adjustments	Cost Center
37	Military Leave	Both are restored upon return from leave
38	Short Term Leave of Absence	Hospital
45	Parking	Hospital

B. Loss of Seniority

1. A bargaining unit employee will lose UVMMC and Cost Center Seniority when:
  - a. The employee is terminated (voluntary or involuntary).
  - b. The employee is laid off (see Article 17 – Recall).
2. A bargaining unit employee will lose Cost Center Seniority when:
  - a. A bargaining unit employee transfers from one cost center to another cost center or takes a management position.

C. Restoration of Cost Center Seniority

Bargaining unit employees who leave a cost center or take on a management position within that cost center, but return to that cost center or to a non-management position within that cost center within one year shall have her/his Cost Center Seniority restored. Seniority for this purpose will be seniority at the date of last separation from the cost center or promotion into management. The parties may agree to extend the one-year time limit on a case-by-case basis.

D. Restoration of UVMMC Seniority

Bargaining unit employees who return to work at UVMHC within one year shall have UVMHC Seniority restored. Seniority for this purpose will be seniority at the date of termination. The parties may agree to extend the one-year time limit on a case-by-case basis.

Exception: CSR cost centers shall be combined for purposes of Cost Center Seniority, despite separate scheduling.

E. Exceptions

CSR cost centers shall be combined for purposes of Cost Center Seniority, despite separate scheduling.

If a bargaining unit Imaging Technologist regularly provides services in two or more modalities and transfers to a position in a cost center that provides the service of one of their modalities, their Cost Center Seniority date shall be the date on which they started providing services in the modality of that 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**

A. Definition

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

B. Preference

Qualified bargaining unit employees shall have first consideration for filling bargaining unit vacancies, including promotions. A bargaining unit employee will work at least six (6) months in a position before being eligible to transfer to another position, unless the Vice President who oversees the department or her/his designee grants an exception. “Position” is defined as a given job code in a given department. A change in hours or shift within the same cost center or adding or dropping a secondary position does not constitute a change of position. The six (6) month requirement does not apply to movement between levels of the same job title (e.g. Respiratory Therapist I to Respiratory II promotions). The requirement to work at least six (6) months in a position will not apply in cases where the bargaining unit employee chooses to return to her/his original cost center, per Section D of this Article.

C. Selection

Selection for vacant positions will be based on the qualifications necessary to meet the position’s requirements. Such qualifications include but are not limited to whether orientation in the cost center or department has already been completed, experience, competencies, and performance, including quality of practice, training, and education. Bargaining unit employees who have active discipline in

their file will not be blocked from having their applications forwarded to the hiring manager when they meet the other qualifying criteria set forth in this article. Where skill, training, ability, prior performance and experience are relatively equal, the bargaining unit employee with the greatest seniority shall be selected.

D. Trial Period

At any point during the ninety (90) day Trial Period, the bargaining unit employee may choose to return to her/his original cost center if a vacant position in the same job code is available.

E. Job Posting

Subject to the provisions in Section F below, in the event UVMMC decides to fill a vacant bargaining unit position, a notice of such vacant position shall be posted on UVMMC's website. A change in hours or shift within the same cost center does not require a posting. When hours are dropped by one bargaining unit employee and picked up by another, it does not require a posting. Positions shall be posted for a minimum of seven (7) consecutive days. A bargaining unit employee desiring to apply for a posted position in a different cost center may do so by filing an online application with Human Resources. UVMMC may begin interviewing for the position immediately. UVMMC will notify the VFNHP if there is an elimination of any FTE's and/or bargaining unit hours.

F. Internal Posting/Shift Schedule Preference

The purpose of this section is to facilitate the opportunity for The University of Vermont Medical Center to fill shifts and/or schedules within a cost center in the employee's job classification. This section may not be utilized to change individual work assignments within the same shift and/or schedule.

Bargaining unit employees in the classification in the cost center may be granted the opportunity to apply for such shift/schedule if the bargaining unit employee requesting a change has submitted a Preference Card by e-mail. Preferences may include:

- Increase/decrease number of hours
- Preferred shift
- Preferred block
- Weekend scheduling

When a bargaining unit employee wishes to increase or decrease her/his committed hours, she/he will notify their supervisor on a Preference Card sent by e-mail.

A list of the preferences of the bargaining unit members will be maintained in the cost center and readily available to bargaining unit employees, and such information will also be available electronically. The list will be updated after each submission to the manager.

Preference Cards will be honored on the basis of Cost Center Seniority, first among those cards submitted at least 8 weeks before the manager is notified in writing of the impending vacancy, and

second among all other cards. The qualified bargaining unit employee with the highest Cost Center Seniority will be offered the change and then the second highest, until the change is complete.

The University of Vermont Medical Center may elect not to provide the shift and/or schedule change to the most senior bargaining unit employee if the skills and abilities of that employee are required to maintain coverage in specialty areas. The University of Vermont Medical Center agrees to provide training and education to help all bargaining unit employees achieve the skills and abilities necessary to maintain coverage in specialty areas.

If following this process the vacancy is filled, a status change form can be processed.

If following this process does not fill the vacancy and if the manager chooses to fill the vacancy it may be submitted to HR for posting for candidates outside the cost center as described in Article 12 Vacancy & Job Posting. The University of Vermont Medical Center will notify the VFNHP if there is an elimination of any bargaining unit FTE's and/or bargaining unit hours.

For the purposes of Section F, the two (2) cost centers of CSR shall be combined.

If the University of Vermont Medical Center decides to fill a vacant bargaining position in either PRD or HIM coding, it will post the position internally in the department prior to posting it externally.

### **Article 13 – Job Share**

UVMMC and the VFNHP realize that job sharing may provide some bargaining unit employees with flexible work schedules, but the parties also realize that job sharing may not be appropriate for all positions. Thus, job sharing arrangements should reflect the unique requirements of different positions and departments. To that end, bargaining unit employees who wish to participate in a job share will submit to their supervisor, a proposal that outlines the terms and conditions of the arrangement. The supervisor will assess the proposal and notify the bargaining unit employee of the decision to approve or deny the proposal within 15 days after the proposal is submitted. If approved, the parties will draft an agreement to outline the specifics of the job sharing arrangement, consistent with this collective bargaining agreement. UVMMC will send a copy of all job sharing agreements to the VFNHP.

### **Article 14 - Job Security**

#### **A. Job Erosion**

UVMMC agrees not to utilize supervisors, agency employees, and/or other non-bargaining unit employees to perform bargaining unit work in such a manner that may result in layoffs of the bargaining unit or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.

#### **B. New Facilities - for newly created positions, see Article 12 - Job Posting.**

C. Job Functions

UVMMC and the VFNHP recognize the value of the work done by the bargaining unit employees. The parties also recognize the need for all employees to work collaboratively to deliver the highest quality, cost-effective patient care and service excellence. Bargaining unit employees will not be regularly required to do the functions of the ancillary departments.

**Article 15 – Work Preference**

Preference for available bargaining unit work shall be given to bargaining unit employees over Agency/Travel employees. Bargaining unit work shall not include preference for individual patient assignments or specific work assignments. Agency/Travel employees may be utilized (i) for covering a leave of absence, (ii) for posted, unfilled vacancies, until a new hire has completed unit orientation, or (iii) for unanticipated staffing fluctuations on a temporary basis not to exceed 91 days. Agency/Travel contracts may be renewed as long as one of the above criteria remains satisfied. Agency/Travel employees shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions. Prior to utilizing an Agency/Travel employee for any of the above criteria, UVMMC will offer a temporary assignment to any qualified per diem or part-time employee pursuant to Article 23.

**Article 16 – Layoff / Furlough / Reduction In Hours**

A. Decision to Effect – Layoff, Furlough, or Reduced Hours

1. UVMMC recognizes that layoffs, furloughs, or reduction in hours have a significant impact on employees. Accordingly, UVMMC will exercise its right to layoff, furlough, or reduce bargaining unit employee hours only where there are no other reasonable alternatives, and UVMMC may only furlough or reduce bargaining unit employee hours upon a State or federally declared emergency, in the event of other emergent circumstances that cease or significantly limit UVMMC's normal business operations, or with the mutual agreement of the Union.
2. For purposes of this article, a layoff is a full separation of employment or permanent reduction in hours. A furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their employment status, benefits and seniority, together with an actual or anticipated return to work date.
3. Furloughed employees may use accrued CTO during their furlough, but shall not be required to use any CTO. CTO may also be used to cover the employee's benefits costs. If CTO is not available, or if the employee chooses not to use it, the employee will make arrangements with UVMMC to repay the amount when the employee returns to work.
4. Furloughs shall not exceed twelve weeks, unless agreed to by the employee, or every employee in the same job classification in the same cost center has had a twelve-week furlough, while maintaining necessary skill and ability.

5. In cases where UVMMC is requesting a return from furlough prior to the employee's recall date, the following will occur:
  - a. UVMMC shall first ask for volunteers. Volunteers must respond within 48 hours, and will be selected in order of seniority (most to least).
  - b. If no one agrees to return sooner than their return date, UVMMC may request the least senior person to return to work within fourteen (14) calendar days from the request. Employees with extenuating circumstances (like employees who are on travel assignment, are out of the country, have child care needs, or other similar circumstances) may discuss other options with their leader. No employee will be unreasonably denied additional time to return to work. Article 17 on Recall does not apply to furloughs.
6. In cases where circumstances necessitate a layoff of bargaining unit employees, a furlough, or a reduction of hours, UVMMC shall, except in unforeseen emergency or disaster circumstances, notify the VFNHP in writing a minimum of fifteen (15) calendar days in advance and specify the positions so affected.
7. At the request of the VFNHP, UVMMC shall meet to discuss the layoff, furlough, or the reduction, and explore alternatives.

#### B. Layoffs/Furloughs

UVMMC shall determine the cost center, position, shift and number of FTEs or portion thereof. In such cost center, any layoff, furlough, or reduction in hours shall be done in reverse order of UVMMC Seniority, in accordance with the procedure below. If two (2) or more bargaining unit employees have exactly the same UVMMC Seniority, the selection shall be made using the UVMMC Employee ID number. The employee with the highest number shall be laid off, furloughed, or have their hours reduced first, and so on from highest to lowest ID number.

#### C. Procedure

1. The use of Travel employees in a cost center selected for layoff, furlough, or reduction in hours shall first be discontinued. (See Article 15 on Work Preference.)
2. If there are temporary employees, they will be laid off, furloughed, or have their hours reduced in reverse order of UVMMC Seniority.
3. Then seek relevant/applicable volunteers for layoff, furlough, or reduction in hours. If there are multiple volunteers, selection will be in UVMMC Seniority order (most senior to least senior), and considering skill and ability to meet the patient care needs of the unit. Volunteers shall be eligible for all vacant positions that they are qualified to perform. Employees by cost center may propose a rotation or sharing of temporarily reduced hours and such proposals shall not be unreasonably denied.
4. If there are not enough volunteers then all probationary employees (new hires to UVMMC not veteran UVMMC employees who are "probationary" or "orienting" to the department or

location) within the affected cost center in the affected position shall then be laid-off, furloughed, or have their hours reduced first.

5. Then bargaining unit employees with a suspension within the previous one (1) year will be selected for layoff, furlough, or reduction in hours first, then bargaining unit employees with a final written warning within the previous one (1) year will be selected. Bargaining unit employees laid off, furloughed, or with reduced hours under this provision will not be eligible for the bumping procedure outlined in Article 16.D. If a bargaining unit employee laid off, furloughed, or with reduced hours under this provision has their suspension or final written warning overturned in the grievance process, the layoff, furlough, or reduction in hours will be rescinded.
6. Bargaining unit employees are selected in the reverse order of UVMCC Seniority. UVMCC may, however, elect not to lay off, furlough, or reduce the hours of a bargaining unit employee with the lowest seniority if the skills and abilities of that employee are required to maintain coverage in specialty areas and existing bargaining unit employees with higher seniority are not able to provide such coverage within 30 days.

D. Bumping Procedure

1. The most senior bargaining unit employee who is laid off, furloughed, or reduced in hours shall be offered any available vacant positions, excluding per diem, for which the bargaining unit employee is qualified. (At this point or any point up to #5, the bargaining unit employee may voluntarily accept any vacant position in any bargaining unit position and any Department where they are qualified.)
2. If no such comparable position (Department and shift) exists, then the bargaining unit employee must bump the bargaining unit employee with the least UVMMC seniority in the employee's Department and shift, provided that the following conditions are all satisfied:
  - a. Such individual has a lower UVMMC seniority than the bargaining unit employee exercising their bumping rights, and
  - b. That the bargaining unit employee is qualified for the position.
3. If there is no such least senior bargaining unit employee (for example, the bargaining unit employee targeted for layoff, furlough, or reduction in hours is the bargaining unit employee with the least UVMMC seniority in their Department and shift) the bargaining unit employee must bump the bargaining unit employee with the least UVMMC seniority in their Department on any shift, provided that the following conditions are all satisfied:
  - a. Such individual has a lower UVMMC seniority than the bargaining unit employee exercising their bumping rights, and
  - b. The bargaining unit employee is qualified for that position.
4. If no such position exists, they must accept any vacant position in any Department within the bargaining unit where they are qualified to perform in the position.
5. If no such position exists, they must bump the bargaining unit employee with the least UVMMC seniority in any Department providing the bargaining unit employee is qualified for that position.

For the purpose of this section, Department and cost center shall be set forth in Appendix 3.

Any bargaining unit employee who, via the above procedure, accepts a position either vacant or by bumping shall be reimbursed at the same or new hourly rate and CTO accrual level, whichever is greater.

In case of multiple layoffs, furloughs, or reductions in hours the bargaining unit employee with the highest UVMMC Seniority shall exhaust the procedure first.

A bargaining unit employee affected by a bump will enter the bumping procedure outlined above.

If a bargaining unit employee refuses a position at any stage of the procedure, the bargaining unit employee waives all rights to bumping and shall be laid off and placed on a recall list or furloughed.



In a layoff, those bargaining unit employees having bumping rights or rights to vacant positions shall exercise such rights within forty-eight (48) hours upon being notified in writing of their options. In a furlough, those bargaining unit employees having bumping rights or rights to a vacant position shall exercise such rights within twenty-four (24) hours upon being notified in writing of their options.

A full-time bargaining unit employee may, but shall not be required to, bump a less senior part-time bargaining unit employee or vice versa. In bumping, the bargaining unit employee must accept the number of hours and/or shift held by the least senior bargaining unit employee.

Laid-off or furloughed bargaining unit employees may remain in the department as a per diem and shall be offered work as needed. Such bargaining unit employees shall be treated like other per diem bargaining unit employees. However, laid-off or furloughed bargaining unit employees shall return to their position upon recall. Bargaining unit employees on a recall list may work as per diem while awaiting recall.

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

For the purposes of bumping or filling a vacant position in a layoff, a bargaining unit employee shall not be deemed qualified if they would not also be able to perform independently in the position within thirty (30) days. For the purposes of bumping or filling a vacant position in a furlough, a bargaining unit employee shall not be deemed qualified if they would not be able to perform to the level of a Travel nurse after the orientation typically given to a Travel nurse for that unit/department.

### **Article 17 - Recall**

Recall rights shall be granted to bargaining unit employees as follows:

YEARS OF SERVICE	RECALL RIGHTS
60 Days to 1 Year	Equal to time worked
1 to 2 Years	12 Months
2-3 Years	18 Months
Over 3 Years	30 Months

Such bargaining unit employees shall have first preference for vacant bargaining unit positions that become available for which they are qualified. Bargaining unit employees shall be recalled in order of seniority. If such bargaining unit employees have full time employment elsewhere, they shall have up to fourteen (14) calendar days to report to work. Such time limit may be extended with the mutual consent of the bargaining unit employee and UVMHC.

A bargaining unit employee who accepts a recall opportunity to a position with fewer hours or via the bumping procedure accepts a job in a different department than previously held by that employee, shall remain eligible to take the first posted vacancy in the position they had previously held prior to the layoff. It is understood that it is the obligation of the affected employee to keep track of such openings and to alert the Human Resources Department when a position in their department, with the same number of hours that they previously held, is posted for recruitment.

Bargaining unit employees laid-off per the suspension and final written warning clause in Article 16 on Layoff / Furlough / Reduction in Hours will have preferential right for an interview for a position for which they are competent to perform.

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

A. For payroll purposes, the workweek shall begin at 7:00 a.m. on Monday and end at 6:59 a.m. on the following Monday. Pay periods are two workweeks.

B. Clocking In and Out

1. Bargaining unit employees must clock in and clock out to record their time worked. They must clock in when they start working and clock out when they stop working (except for meal and rest periods).
2. In cost centers where bargaining unit employees are required by UVMMC policy to change clothing on site prior to commencing work, bargaining unit employees will swipe in prior to changing clothes, and then swipe out at the end of their shift after changing.
3. When a bargaining unit employee obtains permission from her/his manager to clock out early because of low census, lack of work, or for early release from scheduled training time, the bargaining unit employee may decide whether to use CTO or take time off without pay and will notify her/his manager/supervisor of their decision.

C. Meal and Rest/Break Periods

1. When workload permits, bargaining unit employees 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, breaks/rest periods may be combined with meal periods or other breaks/rest periods. In the OR, bargaining unit employees with at least two (2) paid breaks/rest periods under Section 1 may combine these breaks/rest periods with their meal period.
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 according to cost center needs.
4. If a bargaining unit employee 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 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.

E. Scheduling Practices

The following priority will be used:

1. Bargaining unit employees with committed hours will be scheduled first.
2. Bargaining unit Per Diems will be offered the ability to pre-schedule shifts/hours according to the skill needs of that cost center for that shift. If two or more bargaining unit Per Diems with the same skill and ability request the same shift/hours, the bargaining unit Per Diem with the most cost center seniority will be given that shift/hours. Bargaining unit Per Diems may fill out an "availability form" to assist the scheduler. (See Article 9 – Per Diem for additional information.) Agency/Travel employees will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process. Agency/Travel employees will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process.
3. The schedule will be posted and will include a posting of the vacant shifts/hours. The schedule will have the date it was posted.
4. Any remaining vacant shifts will be offered to bargaining unit employees employed in the cost center. If the additional shift/hours creates overtime or premium pay, prior management approval is required.
5. Once the schedule is posted, bargaining unit employees from other cost centers may sign up for vacant shifts/hours. Bargaining unit employees signing up for shifts in other cost centers must have:
  - Demonstrated skill and ability to work in the cost center
  - Performed the cost center competencies
  - And are familiar with the service and its procedures.
6. Voluntary cost center on-call may be available in cost centers that do not have on-call as a condition of employment as of the effective date of this agreement. Cost center on-call will

follow the on-call Article 24 and be voluntary. If a cost center utilizes voluntary on-call, a system will be developed by the cost center to fairly distribute on-call shifts.

F. Shift Rotation

1. UVMMC will make every attempt to minimize shift rotation.
2. Prior to any shift rotation, UVMMC 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. UVMMC agrees to provide training and education to help all bargaining unit employees become qualified within a reasonable timeframe.

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 their 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. 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.

H. Maximum and minimum consecutive shifts

1. 8 Hour Shifts
  - a. Bargaining unit employees will not be scheduled for work stretches of more than five (5) consecutive days.
  - b. Bargaining unit employees who work fifty-six (56) hours per pay period or more will not be scheduled for work stretches of less than two (2) consecutive days.
2. Shifts of more than 8 hours
  - a. Bargaining unit employees will not be scheduled for work stretches of more than four (4) consecutive days.

- b. Bargaining unit employees who work sixty (60) hours per pay period or more will not be scheduled for work stretches of less than two (2) consecutive days.
3. Bargaining unit employees may consent to work more or fewer shifts. Bargaining unit employees with approved block schedules that do not comply with these requirements do not need re-approval for each schedule. Managers will need eight weeks to implement any changes to block schedules, but managers will attempt to work with the bargaining unit employees to implement changes sooner.
4. The provisions of this section H do not apply to bargaining unit Per Diems.
5. Bargaining unit employees will not be required to work more than 12 hours in a row.

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, and 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.
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.
6. 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.

J. Canceling a scheduled shift

If a bargaining unit employee is not needed to work a scheduled shift, according to the procedure in Article 20A Staffing Adjustments, UVMMC will make every effort to notify the bargaining unit

employee as quickly as possible. If the bargaining unit employee does not receive any notification and shows up for work and is not needed, the bargaining unit employee will be paid two (2) hours at the rate the employee would have been paid.

K. Past Scheduling Practices

1. HIM Coding, Professional Coding, Ophthalmology, Pulmonary, VCH Pulmonary, Renal, and Sleep Center.
  - a. These Departments will continue their current weekend scheduling practices.
  - b. 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 their supervisor.
2. In HIM Coding (5300), Professional Coding (5807), Computed Axial Tomography (1301), Diagnostic Radiology (1311), Magnetic Resonance (1320), Nuclear Medicine (1322), and Diagnostic Ultrasound (1342), employees may voluntarily work shifts without a scheduled unpaid 30-minute meal period (i.e., “straight shifts”). The parties jointly acknowledge this scheduling practice is unique to these cost centers. Existing bargaining unit employees in these cost centers who currently elect to regularly work straight shifts may continue this practice, as long as they are continuously employed in the same cost center. Bargaining unit employees in these cost centers who do not work straight shifts may request to work a straight shift and such request shall not be unreasonably denied. Bargaining unit employees who elect to work straight shifts acknowledge they will not receive a scheduled unpaid 30-minute meal period and will receive rest/break periods only as otherwise permitted by this Article. If a bargaining unit employee working a straight shift wishes to modify their schedule to include a scheduled unpaid 30-minute meal period, they will follow the Internal Posting/Shift Schedule Preference process set forth in Article 12(F).

L. Time Changes/Shift Coverage

1. Time changes will be recorded on a time change form, or in the manner that is currently in place in each cost center.
2. Once the schedule is posted, it is the responsibility of the bargaining unit employee to find coverage for her/his shift, and such coverage must be approved in advance by the Manager, or Supervisor. Requests for time off will not be unreasonably denied.
3. A shift can only be covered by a bargaining unit employee who has skill and ability to work in the cost center.

4. After the schedule is posted, a bargaining unit employee may utilize a bargaining unit per diem to take time off using CTO, in accordance with Section 3 above.
5. Coverage that creates overtime must be pre-approved.

### **Side Letter – Arbitration on Permanent Removal From Weekend Schedules**

The parties acknowledge that as of the effective date of this Agreement, the Union intends on pursuing arbitration over the language in Section I(6) on permanent removal from weekend scheduling in certain Imaging Technologist cost centers. The parties agree bargaining proposals presented in the course of negotiating this Agreement will not be used as evidence at arbitration.

### **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. UVMHC will provide the department seniority lists to each cost center. The Manager and the unit steward will work together to insure 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 UVMHC 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.

During the period between the beginning of either rolling or seniority sign up and the posting of a schedule pursuant to article 18(d), employees shall be permitted to receive approved time off as follows:

In Transport, at least one employee per discipline (EMT, paramedic), per day;

- In Respiratory Therapy, at least two employees per shift.
- In all other cost centers:
  - 24/7 cost centers, at least one employee per shift
  - Non-24/7 cost centers, at least one employee per day
  - Cost centers with 25 or more FTEs, at least one additional employee per day.
- None of these requirements shall decrease existing practice.

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

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

A. Rolling Sign Up

For cost centers that use rolling sign-up, a cost center CTO book/calendar will be made available for employees to sign up for time off up to one (1) year in advance.

B. Seniority Sign-Up

1. The cost center seniority sign-up period will begin September 1st and conclude on October 31st. The CTO request book will have a calendar from January 1st through December 31st that will be made available for requests for vacations/CTO. The procedure for seniority sign up is outlined in subsection 5 of this section B.
2. The Manager will review the entries and the CTO book will be available in the cost center no later than November 7th. No changes will be made to the original sign-up sheets; the original sign-up sheets must remain in the sign-up book.
3. Additional requests may be signed up for on a “first come, first served” basis after the CTO book is placed back in the cost center/department and until the schedule is taken by the scheduler to create the next schedule.
4. UVMHC holidays of Thanksgiving, December 24th, Christmas and New Years will not be included in the CTO request book. The procedure for holiday requests is outlined in section C of this article.
5. Seniority Sign-Up Procedure
  - a. The CTO book will circulate beginning with the most senior bargaining unit employee and will be handed off to the next bargaining unit employee on the seniority list until all bargaining unit employees have signed up or until the final sign-up date, whichever comes first.
  - b. This process must occur in a timely manner to ensure all bargaining unit employees are able to sign up for CTO during the sign-up periods.
  - c. During the seniority sign-up period, bargaining unit employees may sign up for their authorized hours to work in four weeks (two pay periods) with only the authorized hours in two weeks (one pay period) during the months of June, July and August.
  - d. The CTO request book may not leave the cost center/department.
  - e. It is the responsibility of each bargaining unit employee to be ready to sign up during the sign-up period.
  - f. A bargaining unit employee may contact another bargaining unit employee by phone to complete the sign up. The person signing the book must initial and date the entry.



- g. If there are extenuating circumstances that require special consideration, it is recommended that the bargaining unit employee contact her/his Manager and VFNHP steward to review available options.

6. After the Seniority Sign-Up Procedure

- a. The CTO request book will be reviewed by the Manager by the date outlined in subsection 2 of this section B. Requests that are deemed granted will be marked as such in the CTO request book. No request for time off will be unreasonably denied. Requests will not be altered or removed.
- b. The book will then be placed in the cost center/department for bargaining unit employees to sign up for additional scheduled CTO hours/days on a “first come, first serve” basis.
- c. Additional days may be requested and granted during the calendar year and until the scheduler takes these requests to create the schedule.
- d. Any bargaining unit employee who finds appropriate coverage for her/his shift may take CTO within the parameters of Article 18 Scheduling, section L. Use of such coverage will not be denied because of posted holes.
- 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 known 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.

C. Holiday Rotation

- 1. Holidays off will be rotated as equally as possible to afford each bargaining unit employee a fair share of the holidays off.
- 2. No bargaining unit employee will be required to work more than two (2) of the UVMCC holidays during the November-January time period in any given year.

**Article 18B – Summer CTO Bonus**

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

- 1. In technical bargaining unit cost centers with at least ten (10) bargaining unit FTEs, at least two Summer CTO Bonuses shall be offered. In all other cost centers, at least one Summer CTO Bonus shall be offered. Bargaining unit employees who are interested in being considered for these Summer CTO Bonuses must notify their manager by August 15<sup>th</sup> of the prior year. Before September 1<sup>st</sup>, managers will

inform bargaining unit employees if they will be eligible to participate in these Summer CTO Bonuses.

2. Managers may offer additional bonuses to bargaining unit employees at any time between August 15th of the prior year and April 15th. After offering an additional bonus, managers will provide bargaining unit employees a signup period of no less than 15 days to express their interest in the program. Managers will inform bargaining unit employees if they will be eligible to participate in the additional bonus within 15 days after the end of the signup period.
3. Participating bargaining unit employees who meet the following requirements will receive a bonus of \$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; and
  - Not take more than a total of three (3) days of CTO in June, July and August. The bonus will not be denied as a result of a single absence which does not exceed 4 hours. Use of CTO on July 4 (Independence Day) will not count toward this total.
4. The bonus is based on bargaining unit employees who are authorized to work 72 or more hours per pay period. Bargaining unit employees who are authorized to work less than 72 hours per pay period will have the CTO Bonus payout pro-rated, based on an 80-hour pay period and their authorized hours per pay period as of June 1. CTO hours taken in compliance with Section 2 above will count as hours worked for purposes of this Section.
5. Per Article 20A of this agreement, if a bargaining unit employee is asked to take time off, and that bargaining unit employee is on the Summer CTO bonus program, those lost hours will not be counted against the total CTO taken during these months.
6. The payment for the bonus will be made in the check following the first full pay period after the program is concluded.
7. 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.E.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.

8. Night and/or Weekend Shift Work. Any bargaining unit employee who is participating in the Summer CTO Bonus program will receive an additional \$1000

if they meet all of the relevant above qualifications and a majority (greater than 50%) of their hours worked during the months of June, July, and August are worked on hours eligible for a night or weekend differential, per the schedule set forth in Article 23.

### **Article 19 - Overtime**

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

B. Eligibility for Overtime

All bargaining unit employees who do not meet the requirements for an exemption to the FLSA are eligible for overtime pay.

C. Overtime Provisions

1. UVMMC shall pay non-exempt bargaining unit employees according to one of the following methods:

- a. Forty (40) Hour Provision (40 strict) - Overtime must be paid when a bargaining unit employee's total worked hours exceed forty (40) in a seven (7) day period beginning with the arrival of the day shift on Monday and ending seven (7) days later with the close of Sunday's night shift. There are two (2) such periods in each of the designated pay periods.
- b. Extended Forty (40) Hour Provision (40 liberal) - Overtime will be paid in either of the following circumstances:

When a bargaining unit employee's total hours worked on a single continuous shift exceed the scheduled shift (minimum of eight [8] hours).

and/or

When a bargaining unit employee's total worked hours exceed forty (40) in a seven (7) day period beginning with the arrival of the day shift on Monday and ending seven (7) days later with the close of Sunday's night shift. There are two (2) such periods in each of the designated pay periods.

- c. Eight/Eighty (8/80) Provision - Overtime will be paid in either of the following circumstances:

When a bargaining unit employee's total hours worked on a single continuous shift exceed eight (8) hours

and/or

When a bargaining unit employee's total hours worked exceed eighty (80) hours in the designated fourteen (14) day pay period.

2. UVMMC agrees existing bargaining unit employees will not be moved from the 40 liberal overtime rule to the 40 strict overtime rule when changing status within the same cost center or to a department that regularly utilizes 40 liberal.

#### D. Calculating Overtime

1. For the purposes of calculating overtime, worked hours will include: all hours worked, time spent attending an approved class, meeting, or conference or UVMMC orientation. All other paid and unpaid hours, including CTO and union time, will be excluded. Worked hours will be recorded by the quarter (1/4) hour. A bargaining unit employee working less than eight (8) minutes in any additional quarter (1/4) hour will not be paid for that quarter hour.
2. Overtime hours will be paid at a rate of one and one half (1-1/2) times the bargaining unit employee's base rate. Calculation of the base rate will include remuneration for worked hours and applicable shift differentials, as required in the FLSA.

#### E. Scheduling Overtime

Overtime shifts shall be distributed to bargaining unit employees desiring such shifts on a rotating seniority basis provided that bargaining unit employees desiring such overtime work opportunities provide notice to the Manager that they have made themselves available and provided the bargaining unit employee is available when needed and has the skill and abilities to perform the work. Each unit or department shall establish a mechanism to enable bargaining unit employees to make themselves available for overtime opportunities. There shall be no mandatory overtime except in an emergency, and/or, in case of Critical Care Transport employees, for any transport that starts during the employee's regularly scheduled shift. No bargaining unit employee will be required to begin an unplanned transport that will knowingly take them past 16 hours from the beginning of their shift.

#### F. 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. Eligible bargaining unit employees providing direct patient care will be paid urgent pay hours at a rate of two (2) times the bargaining unit employee's base rate. 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.
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 four and one-half hours.
3. Any bargaining unit employee is ineligible for urgent pay if a manager has attempted to offer the work to the bargaining unit employee prior to 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 UVMMC and VFNHP. UVMMC and VFNHP agree that staffing UVMMC 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 UVMMC.

UVMMC 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. UVMMC 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.

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

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

UVMMC 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 their professional opinion she/he has been given an assignment that is unsafe, or that in their opinion endangers patient care, jeopardizes compliance or compromises professional standards they will immediately notify their 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 V.S.A. § 507.

## **Article 20A - Staffing Adjustments**

A. The University of Vermont Medical Center and VFNHP recognize that variations in census, acuity and service delivery requirements occur daily in response to the health needs of

patients in our community and region. During periods of high census and/or high acuity, increased service delivery and/or when there is a need for additional bargaining unit employee staffing, the following priority will be used:

1. Bargaining unit employees with appropriate skill and ability will be asked to volunteer to work extra time so long as it does not incur overtime.
2. (i) Bargaining unit employees with appropriate skill and ability will be asked to volunteer to work for overtime/premium pay according to current practice, unless the cost center develops another alternative process.
3. (ii) In CSR and Respiratory Therapy, bargaining unit employees with appropriate skill and ability who are working in the position will be asked to volunteer for overtime/premium pay on a seniority basis. If no one volunteers, overtime will be offered to others on a first come, first served basis, unless the cost center develops another alternative process. On a timely basis thereafter, overtime will be offered to other bargaining unit employees with appropriate skill and ability.
4. Existing agency employees with the appropriate skill and ability will be asked to work additional shifts.
5. Additional agency employees with appropriate skill and ability may be recruited.

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:** Traveler/Agency employees will be floated if a need has been identified and the traveler has the necessary skill and ability.
2. **Urgent Shifts Cancelled:** Bargaining unit employees working urgent pay shifts will be cancelled. Prior to being canceled, an employee who is currently working 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, except that if the employee's new pay category calls for volunteers and there are an insufficient number, the employee may be canceled as if they remained in this pay category.

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):** Bargaining unit employees working any other incentive shift will be cancelled. Prior to being cancelled, an employee who is currently working may choose to forego incentive 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, except that if the employee's new pay category calls for volunteers and there are an insufficient number, the employee may be cancelled as if they remained in this pay category.

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

4. **Called-In/On-Call and Called-In/Not-On-Call Cancelled:** Bargaining unit employees working Called-In/On-Call shifts will be cancelled, but shall remain on-call. Bargaining unit employees working a Called-In/Not-On-Call shift may be cancelled before one working a Called-In/On-Call shift.
5. **Extra Shift at OT Cancelled:** Staff working an extra shift other than scheduled committed hours and who will be paid at the overtime rate during that shift will be cancelled.
6. **Volunteers – Committed Hours:** Committed hours bargaining unit volunteers will be asked to take time off. Volunteers will have the opportunity to use CTO or take time off without pay. If there is more than one volunteer, selection will be by cost center seniority. Time off will not affect benefit status.
  - a. Prior to cancelling any volunteers per this subsection 4, the supervisor/manager will offer volunteers the opportunity to complete available work on education, research, training, competencies or other cost center work rather than being mandated to take time off.
7. **Volunteers – Per Diem:** Per Diem bargaining unit volunteers will be asked to take time off. If there is more than one volunteer, selection will be by cost center seniority.
8. **Agency Employees Mandated:** Agency employees will be mandated to take time off.
9. **Committed Hours Shift at OT Cancelled:** Staff working a committed hours shift who are also incurring overtime will be cancelled.
10. **Extra Shifts Not in OT Cancelled:** Extra shifts greater than committed hours will be cancelled.
11. **Per Diem Cancelled:**
  - a. Per diem bargaining unit employees will be cancelled as determined by cost center seniority. The lowest seniority per diem will be cancelled first. A rotation will then be established in reverse order of seniority.
  - b. If a per diem employee is cancelled after reporting to work, she/he will be cancelled for the entire shift, but may volunteer to return if needed. If a per diem employee is cancelled prior to reporting to work, the hours of cancellation will be determined by management at the time of notification.
12. **Committed Hours Shifts Mandated:** Bargaining unit employees will be mandated to take time off as determined by Cost Center Seniority. If an employee is mandated after reporting to work, she or he will be mandated for the entire shift, but may volunteer to return if needed. If an employee is mandated prior to reporting to work, the hours of mandation will be determined by management at the time of the notification. The lowest Cost Center Seniority bargaining unit employee will be assigned to take time off first. A rotation will then be

established in reverse order of seniority. Bargaining unit employees have the option of using CTO time, or taking time off without pay. Mandated time off will not affect benefit status. No individual bargaining unit employee will be mandated to take time off more than two (2) times per month.

- a. Prior to mandating time off per this subsection 10, the supervisor/manager will offer employees the opportunity to complete available work on education, research, training, competencies or other cost center work rather than being mandated to take time off.
- b. For Critical Care Transport bargaining unit employees, the decision to mandate time off will be made on a location basis, with the determination based on the Cost Center Seniority of the employees at that specific location.

### **Article 20B – Unit Staffing Collaboratives**

Upon completing the Unit Staffing Collaboratives (USC) Project for Imaging Technologists, at the request of either party, the parties shall meet to negotiate the facilitation of the USC Project in any other specific department or cost center within the technical bargaining unit per the terms of this Article.

The parties agree that the VFNHP and UVMC will develop a partnership so that the VFNHP will become integrated and involved in decisions related to the staffing model of each 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. If either UVMC or the VFNHP requests a mutually agreed upon neutral facilitator to work with UVMC and the VFNHP to refine the design and implementation of the USC Projects, the costs of the facilitator shared equally between UVMC and VFNHP.

Each unit committee will be staffed by four (4) representatives selected by the bargaining unit members on the unit and two (2) UVMC 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 bargaining unit employees 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 bargaining unit employees to enable Circulating bargaining unit employees 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 bargaining unit employees and ancillary staff where appropriate
- Staffing data, including the unit budget
- Completed studies and issue review of patient and staff safety from independent or UVMMC 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 UVMMC Vice President and President 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 UVMMC 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 UVMMC 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 Staffing Committee for approval, review any Concern Forms filed, and prepare quarterly reports to Staffing Committee.

If a unit experiences changes that necessitate modifications in the USC Project plan, the VFNHP and UVMMC 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.

UVMMC 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 UVMMC 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.

### **Article 21 - Floating**

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)

- Pain Management (1104)
- Computed Axial Tomography (1301)
- 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

B. Filling Staffing Needs

See Article 20A Staffing Adjustments.

C. Travel

1. Travel After Reporting to Work

Where assignments include travel between sites, the bargaining unit employee will be paid worked time and mileage costs for such travel between sites (per UVMMC standard mileage reimbursement rate at the time).

2. Travel from Bargaining Unit Employee's Home

- a. Mileage: When a bargaining unit employee works at a location different than her or his regular work location, the bargaining unit employee will be paid mileage equal to the difference between the bargaining unit employee's regular commute and the bargaining unit employee's travel to the different location (per UVMMC standard mileage reimbursement rate at the time).
- b. Travel Time: If the different location is more than 20 miles further than the bargaining unit employee's regular commute, UVMMC will treat all time that is greater than the bargaining unit employee's regular commute as worked time.

D. Assignments

Except as provided in Section E below, any bargaining unit employee who floats will take a full assignment with an identified resource person assigned. No bargaining unit employee shall be given an assignment in a cost center or department where she/he does not have the qualifications, proper training and current orientation, including competencies, to perform the duties. Before accepting a float assignment the bargaining unit employee shall be told what the assignment would entail. If uncomfortable with floating and accepting an assignment the bargaining unit employee may still

volunteer to float as a pair of “helping hands.”

E. UVM HealthNet Transport

Except as provided in this section, UVM HealthNet Transport bargaining unit employees will not be required to float to other departments. They will, however, be required to perform work (so long as it is not prescheduled) that is within their skills and abilities in the Emergency Department or the Communications Center. When working in these other cost centers, UVM HealthNet Transport bargaining unit employees will continue to be available to respond to UVM HealthNet Transport business needs per their regular practice. UVM HealthNet Transport bargaining unit employees will not be required to take a patient assignment when working.

F. CSR

Bargaining unit employees in CSR may be required to perform limited duties for the linen and distribution departments to help ensure the provision of excellent service to UVMMC care providers and patients. Such work will be subject to CSR patient care and operational priorities.

G. Imaging Technologist

This article shall not apply to prohibit UVMMC from scheduling Diagnostic Imaging/CT Radiology Technologists to work in any cost center that provides the service of one of their modalities.

## **Article 22 – Wages**

A. Effective with the first full payroll period that starts at least 15 calendar days after ratification, Step 23 will be added to the step scale, bargaining unit employees on Step 22 will move to Step 23, and all bargaining unit employees shall receive the wage rate set forth in the appended table corresponding with their position and step.

B. Annual Pay Increases for Fiscal Years 2024-2026

1. Effective with the first full payroll period in FY2024, all bargaining unit employees shall receive a 4% wage increase and eligibility for a step increase of 2%.
2. Effective with the first full payroll period in FY2025, Step 24 will be added to the step scale and bargaining unit employees in steps 1 to 23 shall receive a 3% wage increase and eligibility for a step increase of 2%.
3. Effective with the first full payroll period in FY2026, bargaining unit employees shall receive a 3% wage increase and eligibility for a step increase of 2%.
4. In any fiscal year, all bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to 2% of the employee’s total compensation for the prior fiscal year, payable in the first full payroll period of October.

C. Step Placement for New Hires (external and from internal, non-bargaining unit positions)  
(effective after this agreement is signed)

Newly hired bargaining unit employees will be placed on an appropriate step based on their years of experience (as calculated below).

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

(1) Criteria:

- (a) Each step equals one year of experience
- (b) Step 1 = < 1 year experience, Step 2 = 1 year experience, Step 3 = 2 years, etc.

(2) Criteria Definitions:

- (a) All work experience in a position that is the same as the position at the University of Vermont Medical Center will count towards experience crediting, including all work experience in a position that requires the same or higher level certification.
- (b) Except as otherwise provided in this section B(2), each year of work experience that is not the same but is relevant in clinical content, technical content or operational content as reasonably determined by management will receive 50% credit.
- (c) Experience credit is determined by adding up all the years and months of experience, provided that such work consisted of an average of at least 20 scheduled hours per week.
- (d) Any time less than six months is rounded down, and time equal to or over six months is rounded up. Previous step or salary is not a consideration to step placement.
- (e) An individual rehired who has been gone from the organization for more than 12 months will be considered a new hire unless s/he is a recall from a layoff.
- (f) HIM Coding will receive 100% credit for experience in professional coding positions.
- (g) Professional Coding will receive 100% credit for experience in HIM coding positions.
- (h) Paramedics will receive up to five years of credit for any combination of EMT, AEMT, or AEMT-CC experience.
- (i) Transport EMT and ED Tech I will receive credit for EMT, AEMT, or AEMT-CC experience consisting of at least an average of 12 to 19 hours per week as

follows: one year of credit for each year completed up to 5 years; half a year of credit for each year completed after 5.

- (j) Surgical Tech will receive up to one year credit for OR Assistant, CSR Tech, or Surgical Room Specialist experience.
- (k) CSR Tech will receive up to three years credit for CSR Assistant experience.
- (l) Ophthalmic Tech will receive up to 50% credit for Ophthalmic Assistant experience.
- (m) PSG Tech will receive 75% credit for experience in RT/RN positions.
- (n) PSG Tech will receive 75% credit for CNL Tech position, and CNL Tech position will receive 75% credit for PSG Tech position.
- (o) Respiratory Therapist will receive 100% credit for Ambulatory Therapist, and Ambulatory Therapist will receive 100% credit for Respiratory Therapist.
- (p) Hemodialysis Tech will receive 100% credit for Hemodialysis Tech Trainee experience.
- (q) Imaging Technologists will receive 100% credit for experience in technologist positions in Imaging Technologist modalities.

#### D. Step Placement for Different Positions within the Bargaining Unit

If a bargaining unit employee moves to a different position or pay range within the bargaining unit that is within the same career ladder, the employee will be placed in the new range based on the same step she/he maintained in the lower range.

If a bargaining unit employee moves to a different position or pay range within the bargaining unit that is not within the same career ladder, the employee will be placed on an appropriate step as determined by the new hire provisions in Section B above. If this causes the employee to lose pay, UVM Medical Center may, in its discretion, place the employee on the higher step.

#### E. Career ladders

At the request of either the VFNHP or UVMMC, the parties shall meet to negotiate the components of specific career ladders in any specific department or cost center within the bargaining unit.

#### F. Allied Health Bonus Program

Annually the University of Vermont Medical Center and VFNHP shall meet and discuss the positions eligible for a hiring bonus and the amount of such bonus, if any. No such program will be implemented without agreement by the VFNHP.

G. During the term of this agreement if a bargaining unit employee believes an employee newly hired into the same bargaining unit position has fewer or the same years of experience but is

placed at a higher step, the existing employee may request that the University of Vermont Medical Center review the situation. Upon such request the University of Vermont Medical Center agrees to review the situation and make adjustments to the existing employee's step placement, if it determines that such adjustments are necessary.

### **Side Letter – Imaging Technologist Step Adjustment**

Per the terms of the side letter incorporating Imaging Technologists into the technical bargaining unit, the step placement for Imaging Technologists included 75% credit for experience in other Imaging Technologist modalities. Within three months after ratification, any Imaging Technologist who believes they would be placed at a higher step if they received 100% credit for other Imaging Technologist modalities shall notify UVMMC by submitting a resume, via email, to UVMMC's manager of labor relations. UVMMC shall have thirty days to review the resume and respond to the Imaging Technologist. Any step adjustment will take effect in the first full pay period following receipt of UVMMC's response.

### **Article 23 - Differentials**

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. Bargaining unit employees will be paid an hourly differential of two dollars and fifty cents (\$2.50). Effective the first full payroll period in FY24, the differential will increase to two dollars and seventy-five cents (\$2.75).

##### **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. Bargaining unit employees will be paid an hourly differential of six dollars (\$6.00). Effective the first full payroll period in FY24, the differential will increase to six dollars and fifty cents (\$6.50).

##### **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 an hourly differential of three dollars and fifty cents (\$3.50).

**Weekend Shift Incentive:** For the duration of this Agreement, bargaining unit employees in CSR cost centers meeting the eligibility criteria will receive a quarterly bonus of 3.5% 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 will be paid an hourly differential of two dollars (\$2.00).

#### 5. Charge

UVMMC shall pay a charge differential in all Imaging Technologist cost centers, Cost Centers 6100 and 6109 (CSR), Cost Center 1474 (Respiratory Therapy) and Cost Center 1053 (Emergency) to bargaining unit employees who are designated to assume the charge role. A charge differential of \$3.00 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 two dollars (\$2.00) for all hours worked while floating, if they work at least four (4) consecutive hours on the other unit.

#### 7. Respiratory Therapist Transport

UVMMC 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 UVMMC. 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

UVMMC 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 \$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. Preceptor Differential

Effective the first full payroll period in FY24, UVMMC shall pay a technical bargaining unit employee assigned by UVMMC to act as the assigned preceptor for a new department employee from the technical or nurse bargaining unit during that employee's orientation period or for Traveler/Agency staff. The differential shall be two dollars (\$2.00) per hour for all hours worked while performing this role. This differential will also apply when an employee in the charge role is precepting another employee to take on the charge role. UVMMC will select preceptors based on skill and ability. Employees may be required to attend preceptor training in order to qualify for preceptor pay.

#### 12. Other Differentials

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

### **Article 24 - On-Call / Call-In**

A. 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 received 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 six dollars (\$6.00) per hour. Effective in the first full payroll period in FY24, the amount will increase from \$6.00 to \$7.00. The stipend will be paid even when a bargaining unit employee is called in to the work site.

Bargaining unit employees who are on call for at least one hundred fifty hours in a calendar quarter will be paid a premium of an additional three dollars (\$3.00) per hour, to be paid in the

first full pay period following the end of the quarter.

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 bargaining unit employees over Traveler/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 two (2) hours to a maximum of actual hours worked.
2. If a bargaining unit employee is called in prior to the start of their 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. 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.

E. 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. Imaging Technologists shall not be scheduled for more than three (3) consecutive on-call periods of sixteen (16) or more hours.

F. 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.

G. Sleep Rooms

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

**Side Letter: Temporary Called In-On Call 2X**

Through the schedule period ending July 9, 2023, at the time of schedule posting, managers may identify open shifts as Called In-On Call 2X. Managers will notify staff of any shifts designated as Called In-On Call 2X. Any shift designated as Called In-On Call 2X shall be awarded on a first come-first serve basis. Employees scheduled for a shift designated as Called In-On Call 2X will be paid a call-in premium if called in to work of two times the employee's base hourly rate for a minimum of two to a maximum of actual hours worked. This side letter may be reviewed again at the conclusion of the temporary time period and may be extended upon mutual agreement of the parties.

**Article 25 – Holiday Pay**

In the event that an hourly bargaining unit employee is required to work on any of the following holidays, she/he will be paid a premium rate of one and one-half (1 1/2) times 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)
- July 4 (Independence Day)
- Labor Day
- Thanksgiving Day
- December 24
- December 25 (Christmas Day)

If UVMMC amends this list of holidays on an organization-wide basis, the amended list, including any additional holidays, will be considered incorporated into this Agreement.

B. 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).

C. Holiday premium pay will be paid for all worked hours between 11:00 pm on the day preceding the holiday through 11:30 p.m. on the day 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.

D. There will be no pyramiding of overtime pay.

E. All bargaining unit employees' religious beliefs will be respected by UVMMC and, in accordance with applicable law, UVMMC will make reasonable accommodations to allow any bargaining unit employee to perform or engage in the observance of their religion, including the observance of Religious Holidays in addition to those listed above. Bargaining unit employees may use paid time off as needed for the observance of Religious Holidays.

#### **Article 26 -Bereavement Leave**

Bereavement leave is offered to provide paid time off from work for a death in the family.

All full-time and part-time bargaining unit employees will be granted an absence of up to three (3) scheduled workdays with pay if there has been a death in the immediate family.

Immediate family is defined as spouse, civil union partner, parent, step-parent, children, step-children, sibling, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and corresponding relatives of a civil union partner. Paid absence for the death of other members of the bargaining unit employee's household or close family members may be granted at the discretion of the manager. If additional time is needed after a death in the family or relatives not mentioned above or close friends, the bargaining unit employee can discuss the situation with her/his manager to request additional time off using CTO time or VA.

A death in a family or of a close friend can be a stressful, emotional time for the bargaining unit employee. Requests for Bereavement Leave under this section, including additional bereavement leave, shall not be unreasonably denied.

#### **Article 27 - Jury Duty**

Bargaining unit employees will be given time off to fulfill their civic responsibility to serve on a jury. Bargaining unit employees should present a notice of jury duty to their practice supervisor/manager as soon as possible so that any staffing changes can be arranged. While on jury duty, full-time and part-time bargaining unit employees shall receive regular pay for authorized hours and retain any

court pay and reimbursement for travel. If the needs of the court do not require the full workday, the bargaining unit employee should contact their supervisor about returning to work.

For bargaining unit employees who work schedules other than Monday to Friday day shift, reasonable accommodation will be made.

## **Article 28 - Certification**

### **A. Certifications**

1. Expenses are not reimbursable by UVMMC for certifications and recertifications required by law for any position. Expenses are the responsibility of the bargaining unit employee.
2. Expenses will be paid by UVMMC for all certifications and recertifications required by UVMMC (and not covered under Section A.1 above).
3. Expenses may be reimbursed according to Section C.2 below for certifications and recertifications providing professional enhancement (and not covered under Sections A.1 and A.2 above). The certification must be in the employee's current practice area and approved by the employee's supervisor/manager as a professionally recognized exam.
4. Expenses for any certification fees or costs incurred prior to the date of hire will not be reimbursed by UVMMC for new bargaining unit employees.

### **B. Eligibility**

1. UVMMC will pay for certification and recertification costs covered under Section A.2 above for full-time, part-time and per diem bargaining unit employees following successful completion of the probationary period.
2. UVMMC will reimburse for approved certification and recertification exam fees covered under Section A.3 above for full-time, part-time and per diem bargaining unit employees after six (6) months of employment.

### **C. Procedures for Reimbursement**

1. For certifications covered under Section A.2, the bargaining unit employee's manager/supervisor will coordinate with the bargaining unit employee for documentation as to the cost of the exam or re-certification. UVMMC will cover the cost of the exam fee through the employee's cost center budget. Reimbursement will be limited to two (2) exam fees for each required certification.
2. For certifications covered by Section A.3, the bargaining unit employee must obtain manager/supervisor approval for the exam cost. The employee must submit an approved tuition/certification application and a copy of the certificate and documentation as to the cost of the exam or re-certification to Organizational Development for reimbursement (a courtesy copy must also be given to the bargaining unit employee's supervisor/manager). All paperwork must be submitted in the same fiscal year in which the exam was taken.

- a. Reimbursement is limited to \$500 per bargaining unit employee per fiscal year. Per diem bargaining unit employees will be reimbursed on a pro-rated basis, determined by the bargaining unit employee's paid hours during the preceding 12 months prior to the exam date. This amount includes certification exam costs and re-certification fees, review courses, study materials/books and CEUs, including online CEUs, so long as these items are directly related to certification or recertification.
  - b. A bargaining unit employee may have multiple certification exams reimbursed if they are in the employee's current practice area and meet all eligibility requirements up to the maximum allowed for an individual reimbursement amount in the fiscal year.
- D. Off-Site Work On Mandatories
- a. With prior approval for scheduled time from their manager, bargaining unit employees may complete mandatories off-site and such scheduled time will be paid.

### **Article 29 - Educational Reimbursement**

- 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 three thousand two hundred dollars (\$3,200.00) per fiscal year upon meeting procedural criteria (see "procedures" below). Reimbursement for part time bargaining unit employees is pro-rated 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 one thousand eight hundred dollars (\$1,800.00) per fiscal year. Reimbursement for part time bargaining unit employees is pro-rated based on paid hours from the preceding twelve (12) months prior to the approval date.
- C. Course Criteria:
1. Course(s) only at an accredited post-secondary institution:
    - a. Courses that are required to attain an Associates, Bachelor's, Master's or Doctoral level degree.
      - i) matriculating students must provide proof of degree enrollment with their application;
      - ii) non-matriculating students may receive coverage for up to 6 courses until

they are formally enrolled in a program. The courses must be required for the degree;

- iii) matriculating students are encouraged to enroll in elective courses that are job-related.
- b. College Level Examination Program (CLEP) offering credits may be approved. Each exam may count as one course.
- c. Courses must:
  - i) maintain or improve the employee's skills in their present position or
  - ii) directly relate to the attainment of another position in the department to which the employee may reasonably aspire or
  - iii) provide requisite training for the employee to reasonably expect promotion or transfer to another department or type of work to the end that the employee and UVMCC may mutually benefit.
- 2. An organizationally sanctioned study program that prepares a bargaining unit employee for nationally recognized certification/licensure exams. The Director of the bargaining unit's Department must approve the program.
- 3. Workshops, seminars and programs with CEU's attached are not reimbursable under the tuition policy.
- D. Application Procedures:
  - 1. Applications must be originated by the bargaining unit employee prior to the course start date and the bargaining unit employee must obtain practice supervisor/manager signature approval and Director level signature approval prior to submitting the form to Organizational Development (OD).
  - 2. Notification of approval will occur within two (2) weeks of receipt of all required paperwork.
- E. Course Completion/Reimbursement Procedures:
  - 1. A grade of "C" or better and/or "Pass" for undergraduates is required for reimbursement.
  - 2. A grade of "B" or better and/or "Pass" for graduate courses is required for reimbursement.
  - 3. Reimbursement is on a fiscal year basis (October 1st - September 30th ). Grades must be received in OD prior to September 25th in order to receive reimbursement. Requests for extension of the September 25 deadline, which are due to reasons beyond the control of the bargaining unit employee, will not be unreasonably denied. Tuition reimbursements will not be carried over from one fiscal year to another.
- F. Compensation for Training and Education:

Any hourly paid bargaining unit employee required by UVMMC to participate in or attend training or educational programs which are held at times other than during a bargaining unit employee's scheduled work hours shall be paid the applicable hourly rate of pay.

#### Continuing Education

Annually UVMMC will budget \$100,000 and 450 conference days of eight (8) hours to cover the cost of conferences and training reasonably related to bargaining unit employee's area of practice. The budget items under this section will not be frozen and will be available during the fiscal year. As long as the continuing education funds provided under this Section are available, requests to attend a conference will not be unreasonably denied. If a cost center has unused funds at the end of any fiscal year, the funds may be used to reimburse technical bargaining unit employees for professional society dues or any unused funds will roll-over to the next fiscal year, but must be spent in the subsequent fiscal year.

#### G. 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 UVMMC. 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. Four scholarships will be awarded annually for seven-thousand, two hundred and fifty dollars (\$7,250).

Bargaining unit employees who participate in the Scholarship Program will be required to sign a Work Agreement and agree to the following commitments:

#### Criteria:

Bargaining unit employees would apply on an annual basis, and all qualified applicants would be reviewed by Organizational Development. The scholarship would be awarded on the following criteria:

- a. Employment by UVMMC for one year or more.
- b. Acceptance or ongoing enrollment in an Associate's, Bachelor's, Master' or Doctorate Degree in a related health care field, or Advanced Practice Concentration.
- c. A history of solid job performance.
- d. A completed application with two professional letters of recommendation, one from the bargaining unit employee's immediate supervisor.
- e. Review of a personal written essay.

#### Recipient Commitments:

Any bargaining unit employee receiving the scholarships would make the following commitments:



1. Bargaining unit employees would be required to sign an agreement to work at UVMMC for a minimum of three years following course completion. Should the employee voluntarily terminate employment for any reason other than incapacitating ill health before the three year commitment is met, they would be required to pay UVMMC a prorated portion of the tuition.
2. Bargaining unit employees must be continually enrolled during the scholarship award period, taking a minimum of six credits per semester.
3. Bargaining unit employees would be ineligible for any future scholarship dollars if commitments were not met.
4. Grades of C or better would be required each semester for undergraduate courses and a B or better for graduate courses.
5. Bargaining unit employees would be required to work a minimum of 20 hours per week and would be required to work with their manager for any proposed reduction in hours.

Scholarship Funding:

Scholarship dollars would be determined annually based on the annual fiscal budget review and approval. The scholarship awards will be given to the recipient in two installments, one at the beginning of the fall semester and one at the beginning of the winter/spring semester. Administration of the scholarship funds will be administered by Organizational Development. Applications for the Scholarship dollars would be available from Organizational Development.

**Article 30 - Flexible Benefits**

A. UVMMC will provide a flexible benefit plan in accordance with Section 125 of the Internal Revenue Code called the *FlexCare* Benefit Program. All plan provision under the *FlexCare* Benefits Program are subject to change, provided that such changes are uniformly applied to all UVMMC employees participating in the *FlexCare* Benefit Program. UVMMC will meet and confer with the VFNHP at least sixty (60) days prior to the implementation of any changes to the *FlexCare* Benefit Program.

UVMMC will not raise contribution rates above amounts specified in Section D and E of this Article during the term of this Agreement. Any benefit improvements provided to other UVMMC employees during the term of this Agreement will be provided to bargaining unit employees.

B. Group medical, dental and vision plans are available to all full-time and part-time bargaining unit employees who are authorized to work at least 40 hours per pay period.

C. Dependents eligible for coverage under the medical, dental and vision plans include the bargaining unit employee's lawful spouse, civil union partner and dependent children, including legally adopted children, stepchildren and any child placed in the employee's home for legal adoption or guardianship. Dependent children must be unmarried and:

1. Under age 19, or

2. Under age 25 if a full-time student, or
3. Incapable of self-sustaining employment because of a mental or physical disability that began before age 19.

D. UVMMC and the bargaining unit employee will contribute to the full cost of the medical coverage for the Preferred and Preferred Plus Plans according to the following schedule:

Preferred and Preferred Plus Plans		
Employment Status	UVMMC Pays	Employee Pays
Full-Time (72 - 80 hours)	80%	20%
Part-Time (60 -71 hours)	70%	30%
Part-Time (40 - 59 hours)	60%	40%

E. UVMMC and the bargaining unit employee will contribute to the full cost of the dental coverage according to the following schedule:

Dental Plan		
Employment Status	UVMMC Pays	Employee Pays
Full-Time (72 - 80 hours)	75%	25%
Part-Time (60 -71 hours)	65%	35%
Part-Time (40 - 59 hours)	25%	75%

F. The vision plan is fully paid for by the bargaining unit employee. UVMMC does not contribute to the full cost of the employee’s vision coverage.

G. Health Care and Dependent Care Reimbursement Accounts

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 participate in both accounts.

H. Basic Life Insurance

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 life insurance in the amount of two times (2x) annual base salary paid for by UVMMC. This is a core benefit and is fully paid for by UVMMC.

I. Optional Life Insurance and Voluntary Benefit Programs

All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period have the option to purchase additional life insurance, as well as other voluntary benefit offerings at their own expense. The programs currently offered include but are not limited to:

- Employee Life and Accidental Death and Dismemberment (AD&D) insurance

- Spouse/civil union partner life insurance
- Child life insurance
- Individual whole life insurance
- Critical illness insurance
- Voluntary accident insurance
- Long-term care insurance

Note: Individual whole life, critical illness and voluntary accident insurance are group products that can only be underwritten by licensed insurance agents approved to sell the products in the State of Vermont. Therefore, these products are available for purchase only during the annual open enrollment period.

Per IRS guidelines, all benefit elections must remain in effect for the full calendar year (January 1 through December 31) unless there is a qualified change in employment or family status that warrants a change to be made during the year. Examples of qualified status changes include marriage, divorce, birth or adoption of a child, change in full time to part time status or vice versa, spouse losing a job, etc.

In addition, the IRS requires all paperwork be completed and submitted to the Benefits Department within thirty-one (31) days of the effective date of coverage; otherwise the bargaining unit employees must wait until the next open enrollment period to enroll or make any changes to their current elections.

**J. Short Term Disability Benefits**

All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible for Short Term Disability (STD) benefits paid for by UVMMC.

**K. Long Term Disability Benefits**

All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period receive a basic long term disability benefit equal to sixty percent (60%) of pay paid for by UVMMC. Bargaining unit employees may elect to purchase additional LTD coverage at their own expense.

**L. Service Credits – UVMMC 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 UVMMC ten (10) 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)
10 to 14	\$200	\$150	\$100
15 to 19	\$300	\$225	\$150
20 to 24	\$400	\$300	\$200
25 or more	\$500	\$375	\$250

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.

N. Combined Time Off (CTO) Sell

Full-time and part-time bargaining unit employees may elect to sell up to a maximum of forty (40) hours of their accrued Combined Time Off (CTO) in eight (8) hour increments to help offset the cost of be net its or to purchase other benefits through the FlexCare Benefit Program.

O. CTO Cash-In Program

During open enrollment, bargaining unit employees are also eligible to make CTO Cash-In elections for the upcoming calendar year. The CTO Cash-In program provides the opportunity to convert unused and available CTO hours to cash paid out in the next calendar year and taxed at supplemental rates, per IRS regulations.

P. Medical and dental plan cost information will be shared with the VFNHP semiannually. Information to be reviewed shall include incurred and projected claims information and all other information used to establish year-to-year cost projections and employee contribution rates. The VFNHP shall have access to all plan cost information, including but not limited to administrative cost factors and out-of-pocket costs paid by bargaining unit employees (e.g. employee payment for claims filed but not paid, employee payments for deductibles and employee co-payments). FAHC and VFNHP representatives will meet in April of each year to discuss medical and dental care cost changes before bargaining unit employee benefit payment rates are established for each calendar year.

### **Article 31- Retirement**

A. UVMHC will continue to maintain the pension plan in effect and 403(b) retirement plan during the terms 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 UVMHC will meet and confer with the VFNHP at least sixty (60) days prior to changing the benefit. If the UVMHC 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. UVMHC agrees that there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement.

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 55 and have a minimum 10 years of service to be eligible to begin receiving their retirement benefits.

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 UVMMC.

D. UVMMC will hold a retirement education meeting a minimum of two times per calendar year.

**Article 32 - Combined Time Off**

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 absence 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 one and one-half (1 1/2) 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. 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.

<b>Annual CTO Accrual</b> <b>The University of Vermont Medical Center CTO</b> <b>Accrual Chart*</b>						
<b>Tier 1</b>	Auth. Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual- Hourly	Maximum CTO Hours Allowed	
<b>208 CTO Accrual Plan</b>	80	7.978	26	208	312	
	75	7.479	24	194	291	
	72	7.18	23	187	281	
	64	6.382	21	166	249	
	56	5.585	18	145	218	
	48	4.787	16	124	186	
	<b>0-5 yrs service</b>	40	3.989	13	104	156
		32	3.191	10	83	125
		24	2.393	8	62	93
		16	1.596	5	41	62
		8	0.798	3	21	32
	Hourly Accrual Factor = <b>.099726</b>					

<b>Tier 2</b>	Auth. Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual- Hourly	Maximum CTO Hours Allowed
	80	9.512	31	248	372
	75	8.918	29	232	348

<b>248 CTO Accrual Plan</b>	72	8.561	28	223	335	
	64	7.61	25	198	297	
	56	6.659	22	173	260	
	48	5.707	19	148	222	
	40	4.756	15	124	186	
	<b>Non- Exempt 5+/- 10 yrs service</b>	32	3.805	12	99	149
		24	2.854	9	74	111
		16	1.902	6	49	74
		8	0.951	3	25	38
Hourly Accrual Factor = <b>.118904</b>						

<b>Tier 3</b>	Auth. Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual- Hourly	Maximum CTO Hours Allowed
<b>288 CTO Accrual Plan</b>	80	11.047	36	288	432
	75	10.356	34	269	404
	72	9.942	32	258	387
<b>Non- Exempt 10+ yrs service</b>	64	8.837	29	230	345
	56	7.733	25	201	302
	48	6.628	22	172	258
	40	5.523	18	144	216
Hourly Accrual Factor = <b>.138084</b>					

B. Use of Combined Time Off (CTO)

1. Paid Time Off for bargaining unit employees:

CTO will be used for scheduled absences including holidays, 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 cancelled extra shifts. If a bargaining unit employee 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. Holidays:

CTO will be used when a bargaining unit employee's regularly scheduled workday falls on a UVMC 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 two (2) unpaid holiday days without using CTO.

3. New Bargaining Unit Employees:

Eligible bargaining unit employees will accrue CTO hours from the date of hire.

4. 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.

5. For use of CTO time when bargaining unit employees are sent home during periods of low census, see Article 20A.

C. CTO Cash-In

Each December, a full or part-time bargaining unit employee can elect to cash-in accrued CTO hours during the following calendar year based on UVMC's Combined Time Off (CTO) Cash-In Program. This program allows bargaining unit employees to cash in unused CTO hours based on the program parameters.

1. To elect CTO cash-in for the following calendar year the bargaining unit employee must make an election to do so during the Open Enrollment period. This election will include the cash-in date (selected from pre-established quarterly dates) on which the payment will be made.
2. In a calendar year, the bargaining unit employee may cash in no more than her/his biweekly-authorized hours, (as indicated in the HR database on January 1).
3. The election is binding for the full calendar year and cannot be changed. The elected CTO hours will be deducted from the bargaining unit employee's accrued CTO bank January 1st, regardless of when the actual cash-in occurs. Any hours to be cashed in must be available on January 1.
4. In order to take advantage of this Cash-In feature, the bargaining unit employee must have a minimum of forty (40) hours of accrued CTO remaining in her/his bank after the elected and approved CTO hours have been deducted. In determining if the forty (40) hours minimum will be remaining in the bargaining unit employee's bank, the bargaining unit employee must take



into account any CTO sold through the *FlexCare* Benefit Program and any CTO hours taken during the holiday time at the end of each year.

5. The value of the bargaining unit employee's CTO hours will be set as of January 1st, regardless of when the actual cash in occurs.
6. If the bargaining unit employee terminates employment prior to receiving all the approved elected cash-in hours, the hours will be paid out in conjunction with the final paycheck.

D. If UVMHC improves the CTO benefits for non-bargaining unit employees during the term of this Agreement, such improvements shall also be applied to the CTO benefits for bargaining unit employees.

### **Article 33 - Extended Sick Bank**

Extended Sick Bank (ESB) is sick time accrued by bargaining unit employees for illness, established prior to the implementation of Combined Time Off (CTO) programs by the founding organizations. No new accounts will be created or additional accruals added to current ESB accounts. All full-time and part-time bargaining unit employees who have ESB hours are eligible to use them in the following circumstances:

1. When a bargaining unit employee has an absence due to an illness, ESB hours can be used to supplement a bargaining unit employee's worked hours so that the total paid hours in any pay period are equal to her/his authorized hours' salary without using CTO hours.
2. To supplement time not covered by short-term disability (STD) or to supplement reduced wages while on STD, or while an application for long-term disability (LTD) is pending approval, to bring total pay to authorized hours. Upon approval of LTD, the CTO used while pending LTD will be offset by any benefits forthcoming from the Insurance Company.
3. Bargaining unit employees in a benefits eligible status who change to a non-benefits eligible status will retain their ESB hours while in this ineligible status. However, these hours may only be used after the bargaining unit employee has returned to a benefits eligible status.
4. At termination there is no payout for remaining hours. ESB hours are not reinstated even if rehire occurs within the year.

### **Article 34 - Family and Medical Leave (FMLA)**

A. Eligibility. To be eligible for family/medical leave, a bargaining unit employee must have worked at The University of Vermont Medical Center (UVMHC) for at least twelve (12) months and have worked at least one thousand two hundred fifty (1250) hours over the twelve (12) month period immediately preceding when the leave is taken. All approved leaves will be re-evaluated for eligibility at 12-months from the first date approved leave is taken. Those leaves not meeting eligibility requirements at that time will be denied.

B. Family and Medical Leave Period.

1. Family/Medical Leave. 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.
2. Military Caregiver Leave. Provided that the notice and certification requirements are met, eligible bargaining unit employees who are also the spouse, son, daughter, parent or next of kin of a covered service member who was injured while on active duty may be granted up to 26 weeks of leave in a single 12 month period to care for that injured service member. Such leave is a onetime entitlement applied on a per-service member, per-injury basis. If an eligible bargaining unit employee does not take the full 26 weeks for military caregiver leave, the remaining portion of the leave cannot be used for any other FMLA purpose. Bargaining unit employees eligible for military caregiver leave can take a maximum total of twenty-six (26) weeks for all FMLA purposes in a twelve (12) month period.

C. Use: Leave will be granted for the following purposes:

1. The bargaining unit employee's own serious illness or injury as defined by State and federal leave laws.
2. A serious illness, as defined by State and Federal leave laws, of the bargaining unit employee's child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the bargaining unit employee.
3. The birth, adoption or foster placement of a child.
4. A "qualifying exigency" arising out of the fact that the bargaining unit employee's spouse, son, daughter, or parent is on active military duty, or has been notified of an impending call or federal order to active duty in support of a contingency operation. Qualifying exigencies include:
  - i. Short-notice deployment (leave time must be used within seven days beginning on the date a covered military member is notified of call or order to active duty)
  - ii. Military events and related activities
  - iii. Childcare and school activities of a covered service member's dependent
  - iv. Financial and legal arrangements related to the service member's absence
  - v. Certain counseling when the need for such counseling arises from the active duty or call to active duty
  - vi. Time to spend with a service member who is on temporary rest and recuperation leave during deployment (eligible employees may take up to five days of leave for each instance of rest and recuperation)
  - vii. Post-deployment activities

viii. Certain other events mutually agreed upon by UVMCC and the VFNHP that arise out of the covered military member's active duty or call to active duty.

D. Notification Process.

1. The bargaining unit employee should inform their manager of the family/medical leave request, if possible, and contact the Benefits Department to formally apply for the leave. A bargaining unit employee may also contact their Human Resources Representative.
2. The Benefits Department will notify the bargaining unit employee and the employee's manager if the request for family/medical leave is approved or denied. If approved, the Benefits Department will update the employee's status in the Human Resource System.
3. If the need for family/medical leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally 30 days). If the leave was foreseeable and the employee fails to provide appropriate notice, commencement of the leave may be delayed, absent unusual circumstances preventing the notice.
4. If the need for leave, including intermittent leave, is not foreseeable, the bargaining unit employee must formally request protection under family/medical leave within ten (10) business days of when the leave, including intermittent leave, becomes known to the bargaining unit employee. In addition, the bargaining unit employee must comply with UVMCC's call-in procedures. Otherwise, the bargaining unit employee will not be considered to have complied with the notice requirement.
5. If the leave is for the employee's own serious illness, the employee may be eligible for short- and long-term disability benefits or Workers' Compensation. Family and Medical Leave will run concurrently with any of these employer-sponsored benefits.
6. The employee should contact the Benefits Department and their manager as soon as possible when requesting a change in, or extension to, the dates of leave.

E. Medical Certification:

1. If the bargaining unit employee is requesting leave because of their own serious illness, the bargaining unit employee must supply the appropriate medical certification as requested.
2. Medical certification will also be required if a bargaining unit employee is requesting leave due to a covered relation's serious illness, including a covered service member's illness or injury.
3. For ongoing serious illnesses, UVMCC may require bargaining unit employees to provide a new medical certification in each subsequent leave year.
4. When the bargaining unit employee requests leave, the bargaining unit employee will be notified of the requirement for medical certification and when it is due (within fifteen [15] days after the bargaining unit employee requests the leave). Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.

5. UVMMC, at its expense, may require an examination by a second health care provider. If the second health care provider's opinion conflicts with the original medical certification, UVMMC, at its expense, may require a third mutually agreeable health care provider to conduct an examination and provide a final and binding opinion.
6. After giving the bargaining unit employee an opportunity to cure any deficiencies to the Certification of Health Care Provider, The University of Vermont Medical Center's Benefits Department may contact the health care provider for clarification or authentication of the certification.
7. Periodic reports and/or re-certification of the bargaining unit employee's status and intent to return to work may be required during the leave period at least every thirty (30) days. In certain circumstances, periodic reports and/or re-certification may be required sooner. Failure to provide requested re-certification within fifteen (15) days, if such is practicable, may result in delay or denial of additional leave.
8. Certification will be required for qualifying exigency leave. Certification materials should include information on the type of qualifying exigency and any written documentation that supports the request.

F. Unpaid Leave:

1. Family/medical leave is unpaid. However, a bargaining unit employee may use CTO hours during the leave period.
2. Upon exhaustion of CTO hours, or if the bargaining unit employee elects not to use CTO hours, the bargaining unit employee's approved leave time will be recorded as FMLA-Unpaid in the payroll record for hours not worked during the leave period.
3. It is the bargaining unit employee's responsibility to inform the manager or the Benefits Department of their intent to use CTO time. Without such instruction the absence will be recorded as unpaid.
4. Short and/or Long Term Disability benefits, ESB hours or Workers' Compensation may also be available for the bargaining unit employee's own serious illness.

G. Intermittent and Reduced Schedule Leave:

1. Leave for a bargaining unit employee's own serious illness or for a seriously ill member of the bargaining unit employee's immediate family may be taken intermittently (in separate blocks of time) and a reduced work schedule is allowable.
2. Intermittent leave is not available during family leave for the birth, adoption or foster placement of a child, unless the mother has a serious illness in conjunction with the birth of a child or the child has a serious illness.
3. During family leave for the birth, adoption or foster placement of a child, a reduced work schedule may be arranged with the manager's approval. A reduced work schedule does not extend the leave period when such a schedule is agreed upon. A reduced leave schedule occurs when the number of hours or days a bargaining unit employee works is reduced on a daily or weekly basis. For example, a full-time bargaining unit employee on an approved 12-

week leave for the birth of child may, with manager's approval, return to work on a part-time basis for the last 4 weeks of that 12-week period.

4. Leave due to a qualifying exigency may also be taken on an intermittent or reduced work schedule basis.
5. Both exempt and non-exempt bargaining unit employees will be paid based on the amount of time actually worked. In addition, in certain circumstances, while the bargaining unit employee is on an intermittent or reduced schedule leave, the bargaining unit employee may be temporarily transferred to an available alternative position which better accommodates the bargaining unit employee's recurring leave and which has equivalent pay and benefits.
6. The bargaining unit employee must make reasonable efforts to ensure that intermittent leave does not unduly disrupt the workplace.

H. On-the-Job Injuries:

Time off for on-the-job injuries that meet eligibility requirements under State of Vermont Workers' Compensation Laws will be charged to time off allowed under family/medical leave. Family/medical leave will run concurrently with Workers' Compensation leave. Bargaining unit employees claiming Workers' Compensation benefits will have the family/medical leave reported on their behalf by the Employee Health Department.

I. Benefits (Refer to chart in Appendix 1):

1. During an approved family/medical leave, UVMMC will continue paying its portion of the bargaining unit employee's benefit costs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave. Coverage may be canceled if the bargaining unit employee fails to pay her/his portion of the benefit cost.
2. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on approved family/medical leave. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the family/medical leave.

J. Job Protection:

1. As required by law, a bargaining unit employee whose family/medical leave does not exceed the family/medical leave allotment, as defined in Section B of this Article, will return to an equivalent or former position upon completion of the leave. The bargaining unit employee will return with equivalent pay, benefits and other terms and conditions of employment existing on the day the leave began as long as such benefits are still provided by the UVMMC.
2. Eligible bargaining unit employees may also request and be granted supplemental family/medical leave to extend job protection for up to four (4) additional weeks. Please refer to Article 35 for more details.

K. Return to Work:

1. A bargaining unit employee should contact her/his manager and the Benefits Department at least two (2) weeks or as soon as practicable prior to the scheduled return date.
2. Once the bargaining unit employee's return to work has been confirmed, the Benefits Department will update the bargaining unit employee's status in the Human Resources system.
3. Annual performance planning and performance appraisals that are scheduled to occur while the bargaining unit employee is on family/medical leave will be rescheduled by the bargaining unit employee's manager within thirty (30) days of the bargaining unit employee's return.
4. Bargaining unit employees returning from a leave that was occasioned by their own serious illness must provide medical certification of their ability to perform the functions of their job. Failure to provide this certification may result in a delay in restoration of employment until the certification is provided.
5. If a bargaining unit employee fails to return to work upon completion of family/medical leave without contacting UVMC regarding the reason for this failure, she/he will be considered as having voluntarily terminated.
6. In the event that a bargaining unit employee elects not to return to work upon completion of family/medical leave, UVMC may recover from the bargaining unit employee the cost of any payments made to maintain the bargaining unit employee's benefits except where the bargaining unit employee does not return because of the continuance, recurrence or onset of a serious illness or other circumstances beyond the bargaining unit employee's control.

**Article 35 - Supplemental Family and Medical Leave**

A. Eligibility:

To be eligible for supplemental family/medical leave, bargaining unit employees must meet all eligibility requirements under Article 34 - Family and Medical Leave and must have been approved for family/medical leave under the provisions of that article for the full twelve (12)-week period.

B. Supplemental Family and Medical Leave Period:

Provided that the notice and medical certification requirements are met, an eligible bargaining unit employee may be granted an additional four (4) weeks of unpaid leave of absence during the rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any family/medical leave as provided under Article 34.

C. Reason:

Leave will be granted for the following purposes:

1. The bargaining unit employee's own serious illness or injury as defined by State and federal leave laws.
2. A serious illness of the bargaining unit employee's child, stepchild, foster child, spouse, civil union partner, parent, or ward who lives with the bargaining unit employee.
3. The birth, adoption or foster placement of a child.

D. Notification Process:

If the need for supplemental family/medical leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally thirty (30) days). If the leave was foreseeable and the bargaining unit employee fails to provide appropriate notice, commencement of the leave may be delayed. If the need for supplemental leave is not foreseeable, the bargaining unit employee is expected to give notice within one (1) to two (2) business days of learning of the need for leave except in extraordinary circumstances.

E. Medical Certification:

Medical certification utilized to approve the family/medical leave under Article 34, in most circumstances, will be sufficient for review and approval of supplemental family/medical leave requests. Periodic reports of the bargaining unit employee's status and intent to return to work may be required during the supplemental leave period. Failure to provide requested recertification within fifteen (15) days, if such is practicable, may result in delay or denial of further leave until it is provided.

F. Unpaid Leave:

Supplemental family/medical leave is unpaid. However, a bargaining unit employee with CTO hours may use them to provide the equivalent of regular pay. It is the bargaining unit employee's responsibility to inform the Benefits Department whether to use CTO time. If the Benefits Department is not informed, available CTO will not be used.

G. Intermittent Leave:

Supplemental family/medical leave may not be taken intermittently (in separate blocks of time) or on a reduced leave schedule.

H. On-the-Job Injuries.

Time off for on-the-job injuries that meet eligibility requirements under State of Vermont Workers' Compensation Laws will be charged to time off allowed under this policy. Supplemental family/medical leave will run concurrently with Workers' Compensation leave. Bargaining unit employees claiming Workers' Compensation benefits will have the supplemental family/medical leave coordinated on their behalf by the Benefits Department.

I. Benefit (Refer to Appendix 1):

During an approved supplemental family/medical leave, UVMMC will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision,

reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave as instructed by UVMMC. Coverage may be canceled if the bargaining unit employee's portion of the benefit cost is not received as instructed. Service credit for pension, 403 (b) retirement plan, CTO and short-term disability benefit levels will continue while on approved supplemental family/medical leave. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the supplemental family/medical leave.

**J. Job Protection:**

With some exceptions, a bargaining unit employee, whose supplemental family/medical leave does not exceed the leave allotment, will return to an equivalent or former position upon completion of the leave. The bargaining unit employee will return with equivalent pay, benefits and other terms and conditions of employment existing on the day the leave began as long as such benefits are still provided by UVMMC.

**K. Return to Work:**

A bargaining unit employee should contact her/his manager and the Benefits Department at least two (2) weeks or as soon as practicable prior to the scheduled return date. Annual performance planning and performance appraisals that are scheduled to occur while the bargaining unit employee is on supplemental family/medical leave will be rescheduled by the bargaining unit employee's manager within thirty (30) days of the bargaining unit employee's return.

**L. Failure to Return:**

If a bargaining unit employee fails to return to work upon completion of supplemental family/medical leave, she/he will be considered as having voluntarily terminated. In the event that a bargaining unit employee fails to return to work upon completion of supplemental family/medical leave, UVMMC may recover from the bargaining unit employee the cost of any payments made to maintain the bargaining unit employee's benefits except where the bargaining unit employee does not return because of the continuance, recurrence or onset of a serious health condition or other circumstances beyond the bargaining unit employee's control.

### **Article 36 - Short-Term Family Leave**

**A. Eligibility:**

To be eligible for Short Term Family Leave, a bargaining unit employee must have been continuously employed by UVMMC for a period of one (1) year for an average of thirty (30) hours per week.

**B. Notification Period:**

Provided that notice requirements are met, eligible bargaining unit employees may be granted a leave of up to four (4) hours in any thirty (30)-day period not to exceed twenty-four (24) hours within a rolling twelve (12)-month period measured backward from the date the bargaining unit employee begins any Short Term Family Leave.



C. Use:

Leave may be provided for the following purposes:

1. To participate in preschool or school activities directly related to the academic advancement of the bargaining unit employee's child, step-child, foster child or ward who lives with the bargaining unit employee, such as a parent-teacher conference.
2. To attend or accompany the bargaining unit employee's child, step-child, foster child or the bargaining unit employee's parent, spouse or civil union partner, or parent of the bargaining unit employee's spouse or civil union partner or ward who lives with the bargaining unit employee ("immediate family") to routine medical or dental appointments.
3. To accompany the bargaining unit employee's parent, spouse or civil union partner, or parent of the bargaining unit employee's spouse or civil union partner to other appointments for professional services to their care and well-being.
4. To respond to a medical emergency involving the bargaining unit employee's immediate family.

D. Notification Process:

If the need for Short Term Family Leave is foreseeable, the bargaining unit employee must give reasonable prior written notice (generally seven (7) days). Bargaining unit employees may give less than seven (7) days' notice only in the case of an emergency. It is considered an emergency if waiting seven (7) days could have a significant adverse impact on the bargaining unit employee's family member. Bargaining unit employees are required to take at least two (2) hours of leave at any one time. The bargaining unit employee should first inform her/his manager regarding the Short Term Family Leave request, if possible.

E. Paid Leave:

A bargaining unit employee may elect to use CTO time or be unpaid during their Short Term Family Leave. Due to the nature of Short Term Family Leave, benefits are not affected, with the exception of CTO accrual should the bargaining unit employee choose to be unpaid during Short Term Family Leave.

### **Article 37 - Military Leave**

A. Eligibility:

As required by law, regular bargaining unit employees ordered to military/uniform duty will be granted a leave of absence for the period of service time, including a reasonable period between leaving her/his job and entering military service and a reasonable period between her/his release from service and her/his return to work.

B. Notification:

A bargaining unit employee with active reserve commitments must inform her/his manager of the anticipated period of service as early as it is known and not later than at the time she/he receives military orders.

C. CTO:

A bargaining unit employee who has an annual reserve commitment and whose normal weekly pay exceeds the service pay will be offered a pay differential for the first ten days in any calendar year. To receive this benefit, eligible employees are required to submit a copy of their military leave and earnings statement for the covered period. Differential wage payments to an employee on qualified military service are considered “wages” subject to federal income tax withholding. Military pay differential is paid via payroll check.

After ten days, the employee may elect to be paid Combined Time Off (CTO) hours during the period of active duty or take an excused absence without pay, or a combination of both. It is the bargaining unit employee’s responsibility to inform UVMMC whether to use CTO time. If UVMMC is not informed, available CTO will not be used.

D. Benefits (Refer to Appendix 2):

1. For the first thirty (30) days of military leave, UVMMC will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay her/his portion of the applicable benefit cost during the leave as instructed by UVMMC. Coverage may be canceled if the bargaining unit employee’s portion of the benefit cost is not received as instructed.
2. On the thirty-first (31st) day of military leave, UVMMC sponsored life insurance and short and long-term disability programs cease. If the bargaining unit employee wishes to retain coverage, she/he can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of military leave, the bargaining unit employee can maintain medical, dental, vision and healthcare reimbursement account through COBRA as instructed by UVMMC. The bargaining unit employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the bargaining unit employee’s payment for the benefit cost is not received as instructed.
3. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on military leave. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the military leave.

E. Seniority:

As required by law, a bargaining unit employee returning from completion of active duty shall be reinstated with preservation of seniority the bargaining unit employee had accrued when the military leave commenced.

F. Pay Increases:

Upon a bargaining unit employee's return from military leave, the bargaining unit employee will receive any general pay increases that may have been implemented while on leave.

G. Reinstatement:

As required by law, the bargaining unit employee, upon completion of active duty, will be returned to her/his previous position or to another comparable position if her/his application has been received within ninety (90) days after completion of military/uniform service; or within thirty-one (31) days after completion of initial active duty for training of not less than three (3) months; or release from service-connected hospitalization continuing after discharge for a period of not more than two (2) years.

### **Article 38 - Short Term Leaves of Absence**

A. Reasons:

Short Term Leaves of Absence may be granted to regular full and part-time bargaining unit employees who have completed one year of service for the following:

1. Volunteering: A bargaining unit employee may request a leave of absence, up to ten (10) consecutive days per calendar year, to volunteer in support of any charitable organization as defined in Section 501(c)(3) of the IRS Code. To be eligible for this program, time must be taken in full day increments. Bargaining unit employees may choose to use CTO or be unpaid.
2. Election to the State Legislature: Any bargaining unit employee who, in order to serve as a member of the Vermont General Assembly, must leave a full-time or part-time position will be granted an unpaid leave of absence to perform any official duty in connection with her/his elected office. To be eligible for re-employment, the bargaining unit employee must return to work immediately following the completion of her/his legislative session. A bargaining unit employee who is elected to the General Assembly must notify Human Resources and her/his manager in writing within ten (10) days of winning the election.
3. Educational Leave of Absence: An unpaid leave of absence for educational opportunities that promote a bargaining unit employee's growth and development at The University of Vermont Medical Center may be granted for up to twenty-four (24) months at accredited educational institutions. Prior to the leave of absence and at the start of each academic semester of the leave, the bargaining unit employee must provide proof of enrollment.
4. Health Service: Underdeveloped Areas or Disadvantaged People: An unpaid leave of absence for up to twelve (12) months may be granted to participate in health services for the benefit of underdeveloped areas or disadvantaged people. Only one leave of up to twelve (12) months is permitted every three (3) years.
5. Professional Work Experience/Expertise: An unpaid leave of absence of up to twelve (12) months may be granted to a bargaining unit employee with five (5) or more years of consecutive full-time or part-time service, upon proof of employment in a health care related position to gain additional professional expertise. Only one (1) leave of up to twelve (12) months is permitted every five (5) years.

6. Personal Leave of Absence: Up to six (6) months of unpaid leave may be granted in the event of personal circumstances and personal emergencies. Unpaid absence will not be allowed unless all CTO has been used, except in cases of approved medical and/or family leave.

B. Process:

A bargaining unit employee requesting a leave of absence will complete a Request for a Leave of Absence Form. A bargaining unit employee's direct supervisor will consider each request on an individual basis using criteria in section A of this article as a guideline, then forward the request to the Department Manager for final approval. Requests will be evaluated based on a number of criteria, including past work performance, seniority, needs of the Department and the nature of the request. When applicable, the bargaining unit employee must provide proof of participation in a sanctioned program. Request for a leave of absence will not be unreasonably denied.

C. Benefit Provisions (Refer to Appendix 2)

1. For the first thirty (30) days of an approved leave of absence, UVMMC will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts and/or life and disability programs. The bargaining unit employee must continue to pay his or her portion of the applicable benefit cost during the leave as instructed by UVMMC. Coverage may be canceled if the bargaining unit employee's portion of the benefit cost is not received as instructed.
2. On the thirty-first (31st) day of an approved leave of absence, UVMMC sponsored life insurance and short and long-term disability programs cease. If the bargaining unit employee wishes to retain coverage, she/he can assume full cost of life insurance and long-term disability. Beginning the first of the month following the end of thirty (30) days of leave, the bargaining unit employee can maintain medical, dental, vision and healthcare reimbursement accounts through COBRA as instructed by UVMMC. The bargaining unit employee is responsible for the full COBRA cost (102% of the total benefit cost). Coverage may be canceled if the bargaining unit employee's payment for the benefit cost is not received as instructed.
3. Service credit for pension, 403(b) retirement plan, CTO and short-term disability benefit levels will continue while on approved leave of absence. If a bargaining unit employee is eligible for an increase in these benefit levels due to years of service, the higher benefit will be implemented upon return from the leave of absence.

D. Employment Status (Refer to Appendix 2)

E. Return:

If the bargaining unit employee is unable to return to work within the approved leave time, she/he must request an extension in writing to the Chief Human Resources Officer. Each request will be considered on an individual basis. Requests for an extension for unpaid leave of absence will not be unreasonably denied. Bargaining unit employees not returning within the approved leave time will be considered as having voluntarily terminated from UVMMC.

### **Article 39 - Discipline & Discharge**

- A. No bargaining unit employee, except for bargaining unit employees in a probationary period, shall be disciplined or discharged except for just cause.
- B. UVMCMC will permit a VFNHP steward to be present during an investigatory interview according to Weingarten standards developed by the National Labor Relations Board. The manager or supervisor shall notify the bargaining unit employee that they may have a VFNHP representative present prior to or during any conversation, interview, or investigation that, in the reasonable opinion of the manager/supervisor, could result in progressive discipline or necessitate some form of disciplinary documentation in a personnel file.
- C. A bargaining unit employee shall be informed of the right to have a VFNHP steward or a VFNHP representative present whenever the employee is to be informed of a decision to issue a written warning, suspension or termination. In the event no VFNHP steward is available, UVMCMC may impose the discipline but must meet with the bargaining unit employee and a steward as soon as practicable. Meetings shall be conducted in the spirit of mutual respect. A copy of the disciplinary action shall be given to the VFNHP steward at the end of the conference.
- D. Disciplinary actions involving written warning, suspension and termination only are subject to arbitration.
- E. UVMCMC will provide the VFNHP with a courtesy copy of written discipline.

### **Article 40 - Grievance and Arbitration**

- A. Scope and Process
  - 1. Any disagreement or dispute between the VFNHP and UVMCMC involving the application or interpretation of this Agreement shall be defined as a grievance and processed according to the procedures contained in this Article.
  - 2. It is the intention of the parties to attempt to resolve grievances at the lowest level. Issues should be presented as quickly as possible in order to try to resolve the problem. When an issue remains unresolved after verbal discussions (Step 1), it is reduced to writing.
  - 3. The VFNHP and UVMCMC agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of UVMCMC.
  - 4. Grievance meetings or other conferences to discuss settling disputes, which require the attendance of bargaining unit employees, shall be scheduled immediately before, during or after the bargaining unit employees' scheduled shift.
- B. Time Limits
  - 1. The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing.

2. Failure of the grievant to abide by the time limitations of this Article shall preclude any subsequent filing or processing of the grievance. Failure of the party against which the grievance was filed to meet one deadline under this Article shall be considered a denial of the grievance that permits the grievant to appeal to the next step as appropriate. Failure of the party against which the grievance was filed to meet a second deadline shall be deemed granting of the grievance.

C. Format

All grievances that are reduced to writing shall be presented on a completed grievance form, which shall contain:

1. The date of the Step 1 verbal grievance and the name of the manager/VFNHP Officer to whom it was presented.
2. Attached statement of the facts upon which the grievance is based.
3. The section or sections of this Agreement that may have been violated.
4. The remedy or correction which is desired to be made; and the aggrieved party may not add to the sections of the Agreement, which were allegedly violated or the remedy after the request for arbitration. Similarly, the Arbitrator may not find contract violations or impose a remedy in excess of that which was set forth in the aggrieved party's written presentation at Step 3.

D. Steps

Step 1

Verbal grievances filed by the VFNHP shall be presented to the grieving bargaining unit employee's immediate supervisor. If no settlement is reached at Step 1, the grievance must be reduced to writing.

Step 2

Written grievances filed by the VFNHP will be presented to the supervisor of the bargaining unit employee's immediate supervisor (and a copy of the grievance will be sent to the labor relations specialist). Written grievances filed by UVMMC shall be presented to the Chief Steward or designee. Written grievances must be presented within ten (10) business days (business days are defined as Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays as outlined in Article 25 of when the grieving party knew or should have known of the occurrence giving rise to the grievance. A meeting will be held and a response given within seven (7) business days after the grievance was filed.

Step 3

If no settlement is reached at Step 2, grievances filed by the VFNHP shall be presented to the Vice President responsible for the department where the grievance originated or designee. Grievances filed by UVMMC will be presented to the VFNHP President or designee. A meeting

will be held and a response given within seven (7) business days after receiving a response from Step 2.

#### Step 4

If the response to Step 3 is unsatisfactory, the grievance must be filed for arbitration within thirty (30) business days of the response from Step 3. Unless agreed to by the parties, each grievance will be arbitrated separately.

Arbitration will be conducted in accordance with American Arbitration Association procedures. If both parties agree, the Labor Relations Connection may be used to select an arbitrator for any individual arbitration.

The Arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law.

The decision or award of the Arbitrator shall be final and binding. The parties shall share all fees and expenses of the arbitrator equally. Each side shall pay the cost of preparation and presentation of its own case, including attorneys' fees.

A grievance concerning a discharge must be filed initially at Step 2, or if either party so requests, it will be heard initially at Step 3. The hospital will pay for time spent by one (1) VFNHP Steward at Step 2 and Step 3 grievance meetings.

A grievance, which the representatives designated in Steps 1 or 2 lack authority to settle, may be initially filed at the next step.

### **Article 41- No Strike / No Lockout**

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

B. The VFNHP will not call or sanction any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work, or engage in any picketing at any facility where UVMMC employees work during the period of this Agreement. UVMMC agrees that there will not be a lockout of bargaining unit employees during the period of this Agreement.

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

1. Publicly disavow such action by the bargaining unit employees.
2. Advise UVMMC in writing that such action by bargaining unit employees has not been called or sanctioned by the VFNHP.
3. Post notices on VFNHP bulletin boards that the VFNHP disapproves such action and instructs bargaining unit employees to return to work immediately.

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

#### **Article 42 - Personnel Files**

Before placing any documentation into a bargaining unit employee's personnel file, the bargaining unit employee shall be informed of or given a copy of the documentation. Bargaining unit employees may submit a timely rebuttal to any corrective action, which shall be placed in the personnel file with the corrective action.

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

For purposes of corrective action, after one (1) year, all written and oral memoranda shall not be admissible to establish an element of progressive discipline. Exceptions to this include corrective actions for Harassment, Substance Abuse, Confidentiality (including HIPAA), Medication or Drug Diversion, Patient Abuse or Mistreatment and Billing Compliance Violations, which will remain in effect for as long as the bargaining unit employee is employed.

#### **Article 43 - Health and Safety**

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 such as masks, gloves, gowns, scrubs, goggles, lead vests/gowns, and any other proper equipment needed to protect bargaining unit employees as recommended by CDC guidelines or the Vermont Department of Health, or as required by UVMMC policies and procedures, and state and federal law. Bargaining unit employees agree to attend related training.
6. Bargaining unit employees are responsible for using appropriate safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or



in disrepair. UVMMC shall replenish or repair such supplies and equipment when notified. Bargaining unit employees are responsible for taking good care of all safety equipment.

7. UVMMC will make available patient de-escalation and workplace safety training to all bargaining unit employees who request it.

B. Only bargaining unit employees trained to work with hazardous materials shall do so. UVMMC shall pay for the cost of appropriate training.

C. Bargaining unit employees may raise safety complaints/concerns at any time without fear of reprisal for making the safety complaint/concern consistent with the Healthcare Whistleblower's Protection Act, 21 V.S.A., Section 507.

D. Bargaining unit employees and UVMMC will be required to follow all written UVMMC policies and procedures affecting health and safety.

E. UVMMC shall continue to work with the VFNHP to ensure that written policies, procedures and protocols affecting health and safety are reviewed with the VFNHP, are readily available to bargaining unit employees and updates are brought to the attention of the bargaining unit employees in a timely fashion.

F. UVMMC shall maintain an updated policy on audiovisual capture or recording of patients and employees, which shall include, but will not be limited to, a response process to inappropriate audiovisual capture by patients and visitors. Department specific policies or guidelines regarding audiovisual recording may be more (but not less) restrictive than the UVMMC policy.

G. The VFNHP may select one bargaining unit employee to be a member of the Accident and Injury subcommittee of the Environment of Care Committee.

#### **Side Letter – ED Safety Side Letter**

The technical bargaining unit shall be considered a party to the ED Safety Side Letter included in the July 9, 2022 Collective Bargaining Agreement with nurses. Any updates provided or meetings held pursuant to that side letter shall include technical bargaining unit employees. If the Union reopens the side letter pursuant to its provisions, the technical bargaining unit shall be included in any collaboration about the side letter and, if any new side letter is agreed to and includes another option to reopen, that option shall extend equally to the technical bargaining unit.

#### **Side Letter – Staff and Patient Safety in CNL, Diagnostic Ultrasound, and UVM Healthnet Transport**

UVMMC and the Union agree to create ad hoc committees in each of these costs centers to address staff or patient safety concerns arising from circumstances where no more than one bargaining unit employee is working a shift. Each committee shall be composed of 2 UVMMC representatives and at least 2 bargaining unit employees selected by the Union from the committee's cost center. The committees will meet at mutually agreeable times and will hold a first meeting within 15 days after the effective date of this Agreement.

## **Article 44 - Planning for the Future**

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.

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.

## **Article 45 - Parking**

UVMMC shall guarantee free on-site parking at UVMMC facilities for all bargaining unit employees working at all sites other than Medical Center Campus and UHC.

UVMMC shall maintain a regular, convenient and free shuttle service to all outlying parking sites serving Medical Center Campus and UHC. A security escort will be provided upon bargaining unit employee request. The parking lot will be physically lit and well maintained, including snow and ice removal.

All bargaining unit employees working evening, night, and weekends who regularly park in remote lots will be guaranteed free on-site parking in the ACC or McClure parking garage while at work with the potential exception of an emergency situation such as a mass casualty.

Bargaining unit Imaging Technologists who split locations during a single shift between the main campus and an off-campus location shall be guaranteed free on-site parking in the ACC or McClure parking garage while working at the main campus.

Bargaining unit employees who are on-call will be guaranteed free on-site parking in the ACC or McClure parking garage when called into work.

Bargaining unit employees working in the OR, CNL, Respiratory Therapy, Ophthalmology, inpatient Diagnostic Radiology, MRI, Interventional Radiology, CT, Cardiology Non-Invasive, and Nuclear Medicine will be guaranteed free onsite parking in the ACC or McClure parking garage on the days they are pre-scheduled for on-call immediately following a scheduled shift.

Bargaining unit employees with fifteen (15) years seniority will have the option to choose preferred parking based on availability.

Bargaining unit employees registered for carpooling will be permitted to park on-site (Medical Center Campus and UHC), subject to availability and UVMMC's carpooling policy.

UVM HealthNet Transport bargaining unit employees will be permitted to park at the Medical Center Campus consistent with business needs practice.

### **Article 46 - Labor Management Committee**

UVMMC 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 UVMMC, 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 UVMMC and the VFNHP under the collective-bargaining agreement for the RNs and LPNs. The VFNHP may appoint up to four members from the bargaining unit covered by this contract to that Labor-Management Committee. UVMMC may appoint up to four 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.

The technical bargaining unit will be included in the joint labor relations training agreed to in the contract for the RNs and LPNs.

### **Article 47 - Clothing**

If uniforms are required for bargaining unit employees, which includes apparel of distinctive design or color, and are not useable or suitable in other healthcare or business settings, The University of Vermont Medical Center 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.

At the request of the VFNHP, upon the declaration of a pandemic or as soon as is reasonably practicable thereafter, UVMMC shall meet with the VFNHP to review UVMMC'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 48 - Maintenance of Standards**

UVMMC and the VFNHP recognize that not all matters can be covered by this collective bargaining agreement and if any issues arise affecting the wages, hours, or working conditions of the bargaining unit employees that is not covered by this agreement, the parties agree to meet and bargain over the matter within five (5) business days of notice to either party of the issue not covered and the party's intention to bargain over the matter.

### **Article 49 - Separability**

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

In the event that any article or section of this Collective Bargaining Agreement is held invalid or the enforcement of or compliance with any article or section of the Agreement has been restrained under the above paragraph, upon mutual agreement of the parties to this Collective Bargaining Agreement, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**Article 50 - Duration of Contract**

This agreement shall become effective on the 1st day of March, 2023, and shall terminate at 12:01 a.m. on April 30, 2026. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least 7 days after ratification, whichever is later.

*Wicki Stetzel*  
For The University of Vermont Medical Center

5/18/23  
Date

*Nicole D. DiVita*  
For the Vermont Federation of Nurses and Health Professionals

5/18/23  
Date