

## **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.

1. In departments 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.
2. When a bargaining unit employee obtains permission from their 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.

### B. Meal and Break Periods

1. When workload permits, bargaining unit employees may receive one (1) consecutive fifteen (15) minute break for each four (4) consecutive hours of work. Bargaining unit employees will not be paid extra for breaks not taken.
2. Bargaining unit employees working at least six and one half (6.5) consecutive hours may, if workload permits, receive a thirty (30) minute unpaid meal period, without work responsibility, as UVMMC may assign.
3. A bargaining unit employee will be compensated at the bargaining unit employee's regular rate if a bargaining unit employee must forgo a meal period due to UVMMC's operating requirements. If a bargaining unit employee has not been offered a meal break within the first seventy-five percent (75%) of their shift, they will have the choice whether to take an unpaid meal break or to continue working and get paid. Bargaining unit employees will notify their Manager or designee prior to forgoing their meal period.
4. Breaks and/or meal times may not be used to report to work late or leave work early.
5. Breaks may not be combined with meal periods or other breaks. If workload permits, bargaining unit employees working more than eight (8) consecutive hours will be permitted to combine their breaks, without work responsibility.

### C. 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. The four (4) week work schedule for the Nurse Educators will be posted on the unit(s) where they work.
4. Block schedules for bargaining unit employees will not be changed without consulting the employee.

#### D. 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 unit for that shift. Ambulatory clinics with site specific Per Diems will offer open shifts to site specific Per Diem staff first. 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 unit 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.) Travel nurses 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 on the unit. 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 units may sign up for vacant shifts/hours. Bargaining unit employees signing up for shifts on other units must have:
  - Demonstrated skill and ability to work on the unit
  - Performed the unit competencies
  - And are familiar with the service and its procedures.

Bargaining unit employees who work shifts on other units are eligible for the Float Differential, as described in Article 23.

6. Voluntary unit on-call may be available on units that do not have on call as a condition of employment. Unit on-call will follow the on-call Article 24 and be voluntary. If a unit utilizes voluntary on-call, a system will be developed by the unit to fairly distribute on-call shifts.

## E. 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 seniority. If nobody volunteers, the least senior qualified bargaining unit employee will be rotated.
3. There will be a minimum of 48 hours between shift rotation (days to nights or nights to days). Less than 48 hours requires consultation with the bargaining unit employee.

## F. 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 or Practice Supervisor.
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. Following three consecutive 12-hour shifts, there will be a minimum of 48 hours before the employee's next scheduled shift. Less than 48 hours off requires consultation with the bargaining unit employee.

## G. 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.
4. The provisions of this section G 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.
6. Bargaining unit employees will not be scheduled for four (4)-hour shifts without consulting the bargaining unit employee.

#### H. Weekends

1. 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.
3. For units 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 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, the least senior qualified bargaining unit employee will be chosen to accommodate the required change.

#### I. Canceling a scheduled shift

If a bargaining unit employee is not needed to work a 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 of courtesy pay at the rate the employee would have been paid.

#### J. Advance Practice Nurse Scheduling Practices

APRNs will work with the physician leaders, other practitioners, practice supervisors and/or directors in their clinics and services to create their work schedule.

#### K. Outpatient/Clinic Scheduling Practices

Bargaining unit employees in outpatient practice sites will work collaboratively with APRNs, physician leaders, practice supervisors and directors to create work schedules in those areas.

If a non-exempt bargaining unit employee is required to work beyond their scheduled shift, the employee will not be required to reduce their scheduled time another day of the week unless it is done through down-staffing in accordance with Article 20A, Section B.

#### 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 unit/worksite.
2. The CTO Request book will be made available to bargaining unit employees in each unit or service site at all times.
3. Once the schedule is posted, it is the responsibility of the bargaining unit employees to find coverage for their shift, and such coverage must be approved in advance by the Nurse Manager, Assistant Nurse Manager or Practice Supervisor. Requests for time off will not be unreasonably denied.
4. A shift can only be covered by a bargaining unit employee who has skill and ability to work on the unit.
5. 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.
6. Coverage that creates overtime must be pre-approved.
7. A bargaining unit employee who takes additional, approved CTO time during the months of June, July and August will not affect their pre-scheduled CTO requests.

#### M. Primary Care APPS

Newly hired APPs will be scheduled to independently function in the weekend clinic 6 months after date of hire for experienced APPs and 12 months after date of hire for new APPs. For purposes of this requirement, a new APP is one who has less than one year of experience in primary care practices and an experienced APP is one who has one year or more of experience in primary care practice.

### **Remote Ambulatory RN Triage Side Letter**

1. The parties agree to work together to create a joint committee, consisting of an equal number of Ambulatory Triage RN's, Ambulatory Resource Pool RN's, and UVMMC representatives, to revise the Remote Ambulatory RN Triage Project Workgroup Recommendations.
2. This committee shall have its first meeting no later than three months after ratification of this contract.

### **Primary Care Weekend Clinic Side Letter**

1. The parties agree to work together to create a joint committee, consisting of an equal number of Primary Care APRNs, RN's, LPN's, and UVMMC Representatives to:
  - Create a Primary Care Combined Weekend Clinic Unit Staffing Collaborative
2. This committee shall be identified, organized, and have its first meeting no later than three months after ratification of this contract.