

## Article 9 – Per Diem Employment

- A. To be a per diem bargaining unit employee, the following minimum scheduled work commitments must be met:
1. A minimum of three hundred (300) hours per calendar year.
  2. The total hours must include a minimum of one (1) eight-hour holiday shift per calendar year. For purposes of this article, holidays are identified as Thanksgiving, December 24, Christmas, New Year's, Memorial Day, July 4th and Labor Day.
  3. For Per Diem employees hired after July 9, 2022, the total hours must include a minimum of 36 hours on one or more of the following shifts: evening, nights, weekends or on-call.

For bargaining unit employees who work in multiple cost centers, the requirements of this provision can be met in any combination of the 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 commitments. Full time clinical nursing faculty may use up to one hundred and fifty (150) hours of faculty-led clinical rotations at UVMHC to satisfy the requirement in A.1., so long as they work in an area that has the same clinical focus (i.e., general med/surg, stepdown, critical care) as their clinical rotation hours.

All hours worked in per diem positions shall count towards the minimum requirements. Bargaining unit per diem employees, who work in units or departments that do not staff or do not have an on-call system on holidays, will not have to comply with those related requirements in section A.

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 work 300 hours, no separation of employment will occur for not reaching the 300-hour requirement.

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

- B. Prescheduled shifts that are cancelled as a result of Article 20A staffing adjustments will count toward the work requirements outlined in A above.
- C. A per diem bargaining unit employee will not be subject to corrective action for failure to satisfy the scheduled work requirements for lack of available shifts throughout the year.

D. All per diem bargaining unit employees will be required to attend mandatory in-service education courses and successfully complete unit competencies and mandatories. Failure to complete unit 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.

E. All per diem bargaining unit employees must maintain knowledge and skills that are consistent with current practice standards, as determined by the nurse manager.

F. Per Diem bargaining unit employees 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.

G. Compensation

1. All per diem bargaining unit employees are eligible for applicable differentials as per Articles 18 and 23.

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

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

The differentials in Section G.2. shall be combined when applicable for any single hour worked.

3. 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 in addition to all other applicable differentials, including the differentials in Section G.

H. See Article 18B for summer bonus opportunity.

I. Any committed hours nurse, who requests to become a per diem in the unit that they are currently employed in may do so and shall not be unreasonably denied, so long as there is a vacancy (or the cost center does not have at least 1 per diem per 4 FTEs) and the preference card process is followed according to Article 12A.

J. Minimum Per Diem Positions

1. Except as provided below, each cost center with at least 10 bargaining unit FTEs shall have a minimum of one per diem position per 4 FTEs. Clinical nursing faculty per diems will not be included in this calculation.

2. Each ambulatory clinic, including dialysis locations, shall have a minimum of one (1) per diem bargaining unit RN position. Ambulatory clinics with at least 10 LPN/RN FTEs per cost center shall have a minimum of two (2) per diem bargaining unit RN positions. Each of the above ambulatory cost centers with more than ten (10) LPN/RN FTEs will have an additional bargaining unit RN per diem position for every four (4) additional LPN/RN FTEs above 10. This language will not diminish existing practice.
- K. Temporary Assignment. Any per diem employee who agrees to a temporary full-time assignment for a limited, pre-determined, pre-scheduled duration of at least 8 weeks, will receive an additional payment of \$750 per pay period, to be paid as a lump sum bonus at the conclusion of the temporary assignment. Any per diem employee who agrees to a temporary part-time assignment for a limited, pre-determined, pre-scheduled duration of at least 8 weeks, will receive a pro-rated payment of \$750 per pay period, to be paid as a lump sum bonus at the conclusion of the temporary assignment. To receive the lump sum bonus, the employee must not miss more than three (3) scheduled days during the assignment. Unit Seniority shall determine selection among qualified per diem applicants for temporary assignments. Hours worked during a temporary assignment shall count towards the hours in Section A.1 and G.3.