

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

1. Exempt Bargaining Unit Employees

Individual employees, who meet the definition of exempt bargaining unit employee under the Fair Labor Standards Act (FLSA), are not eligible to receive overtime pay.

2. Non-Exempt (Hourly) Bargaining Unit Employees

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

a. Forty (40) Hour Provision - 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 - 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.

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 UVMCC 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. 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. Urgent Pay

Urgent pay is specifically designed to provide additional compensation for non-exempt bargaining unit employees who work additional hours when unusual circumstances occur.

Full-time and part-time bargaining unit employees will be paid urgent pay hours at a rate of two (2) times the bargaining unit employee's base rate.

If the unit needs additional bargaining unit employees within twenty-four (24) hours from the start of the shift, urgent pay must be offered except in the following situations:

1. Per Diem bargaining unit employees must have worked at least 24 non-urgent hours in a pay period to be eligible for urgent pay. Hours worked as an APRN, or other salaried positions, count towards the 24 hour minimum.
2. Any bargaining unit employee who misses scheduled work is not eligible for urgent pay during that same pay period. However, urgent pay will not be denied in any pay period for up to two absences which do not exceed four and one-half hours in total.
3. Any bargaining unit employee is ineligible for urgent pay if the manager has attempted to offer the work to the bargaining unit employee prior to the twenty-four (24) hours before the shift.

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

F. 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. 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.

Side Letter on Overtime Status

UVMCC agrees that 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.