

**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, 2016 to March 1, 2019**

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**Execution of Contract:**

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**For The University of Vermont Medical Center**

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**Date**

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**For the Vermont Federation of Nurses and Health Professionals  
Local 5221**

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**Date**

## **Article 1 – Preamble**

This agreement is made and entered into as of March 1, 2016 by and between The University of Vermont Medical Center (“UVMCC” 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.

UVMCC and VFNHP recognize that UVMCC’s first responsibility is to provide safe, quality health care to all UVMCC 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 UVMCC 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 following job titles: CNL Technologist I, II and III; CSR Case Cart Coordinator I, II and III; CSR Instrumentation Specialist I, II and III; CSR Tech I, II and III; Emergency Department Tech; Emergency Department Tech II; Hemodialysis Sr. Technician; Hemodialysis Tech Certified; Hemodialysis Technician; HIM Coder; HIM Coder Sr.; HIM/Professional Coder; Ophthalmic Assistant I, II, and III; Ophthalmic Technician Certified; Ophthalmic Technician Sr.; OR Technician; Transport EMT; Transport Paramedic I, II and III; Professional Coder, Associate; Professional Coder, Staff; Professional Coder, Senior; PSG Technologist I and II; Ambulatory Respiratory Therapist I, II and III; and Respiratory Therapist Levels I, II and III, employed by the Employer at the following locations: 111 Colchester Ave., Burlington, VT; 1 So. Prospect St., Burlington, VT; 30 Community Drive, So. Burlington, VT; 192 Tilley Drive, South Burlington, VT; 62 Tilley Drive, So. Burlington, VT; 1 Timberlane, So. Burlington, VT; 790 College Parkway, Colchester, VT; 87 Main St., Essex Jct., VT; 170 Blakely Rd., Colchester, VT; 58 East View Lane, Berlin, VT; 189 Prouty Dr., Newport, VT; 8 Crest Road, St. Albans, VT; 160 Allen St., Rutland, VT; and 30 Joy Dr. So. Burlington, VT; but excluding 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. UVMCC 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. UVMC 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 UVMC 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 UVMC, UVMC 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 UVMC. Said revocation shall be in effect on the date of receipt by the VFNHP or UVMC or the day after the revocation is mailed to the VFNHP or UVMC, whichever is sooner.
- F. Deductions shall be made based on the bargaining unit employee's pay cycle.
- G. UVMC 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 UVMC and the VFNHP agree in writing to extend this

provision.

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

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

- A. UVMMC 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 UVMMC employees, who want access to any UVMMC 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 UVMMC.

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 combined total hours 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, in the following amounts:
  - 250 hours for the duration of this Collective Bargaining Agreement

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.

### **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.

- UVMCM ID
- Name (Last Name,First Name)
- Job Code
- Job Title
- Dept ID
- Location Descr
- Union Code

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
- UVMCM 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

- UVMCM ID
- Name (Last Name,First Name)
- Company Dt
- Birthdate
- Address 1
- Address 2
- City
- State
- Postal
- Max Phone
- UVMCM 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

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
- 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
- UVMMC 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
- UVMMC 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. UVMCC has the right to take whatever actions may be necessary to carry out UVMCC's mission during emergencies.

## **Article 7 – Non-Discrimination**

UVMCC 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, 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.

## **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 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.
  2. 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 4<sup>th</sup> 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 throughout the year.

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.

**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.

**D.** At the discretion of the Department manager, the Summer CTO Bonus may be offered to per diem employees.

### **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.

## **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. These years shall be added to the UVMMC Seniority for purposes of determining seniority in scheduling practices. 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.

### **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.

### **D. Restoration of UVMMC Seniority**

Bargaining unit employees who return to work at UVMMC within one year shall have UVMMC Seniority restored. Seniority for this purpose will be seniority at the date of termination.

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

## **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. 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 employees. Bargaining unit work shall not include preference for individual patient assignments or specific work assignments. Agency employees may be utilized for posted, unfilled vacancies, if no qualified candidate has applied during the posting period, and for unanticipated staffing fluctuations on a temporary basis not to exceed 120 days. Agency contracts may be renewed as long as the vacant position remains posted at the time of the agency contract renewal. Agency employees shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions.

## Article 16 - Layoff

### A. Decision to Effect - Layoff or Reduced Hours

UVMMC recognizes that layoffs or reduction in hours have a significant impact on employees. Accordingly, UVMMC will exercise its right to layoff or reduce bargaining unit employee hours only where there are no other reasonable alternatives.

In cases where circumstances necessitate a layoff of bargaining unit employees 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.

At the request of the VFNHP, UVMMC shall meet to discuss the layoff and/or the reduction, and explore alternatives.

### B. Layoffs

UVMMC shall determine the cost center, position, shift and number of FTEs or portion thereof. In such cost center, any layoff 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 first, and so on from highest to lowest ID number.

### C. Procedure

1. The use of Agency employees in a cost center selected for layoff shall first be discontinued. (See Article 15.)
2. If there are temporary employees, they will be laid off in reverse order of UVMMC Seniority.
3. Then seek relevant/applicable volunteers for layoff or reduction. Volunteers shall be eligible for all vacant positions that they are qualified to perform. If there are not enough volunteers then,
4. 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 first, then,
5. Bargaining unit employees with a suspension within the previous one (1) year will be selected first, then bargaining unit employees with a written warning within the previous one (1) year will be selected. Bargaining unit employees laid off under this provision will not be eligible for the bumping procedure outlined in Article 16.D. If a bargaining unit employee laid off under this provision has his/her suspension or written warning overturned in the grievance process, the layoff will be rescinded.
6. Bargaining unit employees are selected in the reverse order of UVMMC Seniority. UVMMC may, however, elect not to lay off 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 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 her/his 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 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 his/her 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 or reduction 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.

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.

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 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 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.

For the purposes of bumping or filling a vacant position, 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.

#### **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 UVMCMC.

A bargaining unit employee who accepts a recall opportunity to a position with fewer hours or via the bumping procedure excepts 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 written warning clause in Article 16 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, break/rest periods may be combined with meal periods or other breaks/rest periods.
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.

### **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.)
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. UVMHC will make every attempt to minimize shift rotation.
2. Prior to any shift rotation, UVMHC 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. UVMHC 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 her/his 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 or 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.

#### **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 one (1) hour of worked time.

#### **K. HIM Coding, Professional Coding, Ophthalmology, Pulmonary, VCH Pulmonary, Renal and Sleep Center Scheduling Practices**

1. These Departments will continue their current weekend scheduling practices.
2. 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 his/her supervisor.
3. HIM and Professional Coders who have the ability to work at home may work at home on an assigned office day if the manager determines that travel to and/or from the office is unsafe because of weather.

#### **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.

### **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. UVMMC 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 UVMMC 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.

#### **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. UVMMC 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.

### **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 UVMMC holidays during the November-January time period in any given year.

### **Article 18B – Summer CTO Bonus**

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

1. Managers will determine if it would be beneficial to offer a Summer CTO bonus program to help with summer staffing needs. If a manager offers a Summer CTO bonus program, the manager will determine how many FTEs will be able to qualify for the program.

Bargaining unit employees who are interested in being considered for the Summer CTO bonus program must notify their manager in writing by August 15th of the prior year. Participation will

be determined by cost center seniority, and managers will inform bargaining unit employees if they will be eligible to participate in the Summer CTO bonus program before the beginning of Seniority Sign-Up.

2. Participating bargaining unit employees who meet the following requirements will receive a bonus of \$1250. 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
  - Not take more than a total of three (3) days of CTO in June, July and August
3. 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.
4. 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.
5. The payment for the vacation time will be made with the second pay period in September.
6. **Per Diem Summer Bonus.** Per diem bargaining unit employees will be eligible for a summer bonus of \$1250 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.D.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.

## **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.

#### 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.

## **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 current Staffing Committee shall be enlarged to include one (1) representative from this bargaining unit. The staffing committee will review staffing information, including from UVMMC, relevant to topics discussed at the Staffing Committee meeting.

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 her/his professional opinion she/he has been given an assignment that is unsafe, or that in her/his opinion endangers patient care, jeopardizes compliance or compromises professional standards she/he will immediately notify her/his 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 VSA § 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 following priority will be used:
1. **Agency Employees Float:** Agency employees will be floated if a need has been identified and the traveler has the necessary skill and ability.
  2. **Premium Shifts Cancelled:** Bargaining unit employees working premium pay shifts will be cancelled.
  3. **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.
  4. **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.
  5. **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.
  6. **Agency Employees Mandated:** Agency employees will be mandated to take time off.
  7. **Committed Hours Shift at OT Cancelled:** Staff working a committed hours shift who are also incurring overtime will be cancelled.
  8. **Extra Shifts Not in OT Cancelled:** Extra shifts greater than committed hours will be cancelled.
  9. **Per Diem Cancelled:** 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.
  10. **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 determine whether employees can 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 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)

#### **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, the Communications Center, Walk-In Care Center, and back-up service on the CATS team. 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 in a different cost center.

## 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.

## Article 22 - Wages

### A. Pay for Fiscal Years 2017-2019

#### 1. Effective with the first payroll period in FY 2017:

- All bargaining unit employees shall receive a 1.0% increase and will be eligible for a step increase.
- Further, bargaining unit employees in the positions of Transport EMT (C449), and Transport Paramedic I, II and III (B820, B821, B822) will receive an additional 1.5% increase above the increase in the first bullet item.
- Further, HIM Coder (209Z), HIM Senior Coder (900F), HIM/Professional Coder (C569), Professional Coder Associate (B511), Professional Coder Staff (C684), Professional Coder Senior (C685), Ophthalmic Assistant I, II and III (J621, B351, B352), Ambulatory Respiratory Therapist I, II and III (C787, C788, C780), and Respiratory Therapist Levels I, II and III (C375, 374A, 374B, 374C, 374D, C373) will receive an additional 0.5% increase above the increase in the first bullet item.

#### 2. Effective with the first payroll period in FY 2018:

- All bargaining unit employees shall receive a 0.5% increase and will be eligible for a step increase.
- Further, bargaining unit employees in the positions of Transport EMT (C449), Transport Paramedic I, II and III (B820, B821, B822), HIM Coder (209Z), HIM Senior Coder (900F), HIM/Professional Coder (C569), Professional Coder Associate (B511), Professional Coder Staff (C684), Professional Coder Senior (C685), Ophthalmic Assistant I, II and III (J621, B351, B352), Ambulatory Respiratory Therapist I, II and III (C787, C788, C780), and Respiratory Therapist Levels I, II and III (C375, 374A, 374B, 374C, 374D, C373) will receive an additional 1.0% increase.

#### 3. Effective with the first payroll period in FY 2019:

- All bargaining unit employees will be eligible for a step increase.

#### 4. In October 2016, 2017 and 2018, 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 2.0% of the employee's total compensation for the prior fiscal year, payable in the first payroll period of October.

#### 5. Existing bargaining unit employees determined to have been working six (6) or more wage steps below their appropriate step shall receive a step adjustment in the following sequence:

- Effective with the first payroll period in July 2016, half of the employee's step difference will be added.
- Effective with the first payroll period in FY 2017, any steps needed to place the employee no more than two (2) steps below their appropriate step will be added.

6. Existing bargaining unit employees determined to have been working between three (3) and five (5) wage steps below their appropriate step shall receive a step adjustment as follows:

- Effective with the first payroll period in FY 2017, any steps needed to place the employee no more than two (2) steps below their appropriate step will be added.

B. 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) OR Tech will receive up to one year credit for OR Assistant or Patient Care Associate 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.

#### C. 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.

#### D. Career Ladders

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

#### E. 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.

- F. 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.

### **Article 23 Differentials**

#### A. Definitions

1. Level A. The following positions are included in Level A: Transport EMT, CSR Case Cart Coordinator I, II, and III, CSR Instrumentation Specialist I, II and III, CSR Technician I, II, and III, ED Department Tech I and II, Emergency Vehicle Operator EVO, Hemodialysis Sr Technician, Hemodialysis Tech Certified, Hemodialysis Technician, and Ophthalmic Assistant I.
2. Level B. The following positions are included in Level B: CNL Technologist I, II and III, HIM

Coder, HIM Coder Sr., Ophthalmic Assistant II and III, Ophthalmic Technician Certified, Ophthalmic Technician Sr., OR Technician, Transport Paramedic I, II and III, Associate Professional Coder, Staff Professional Coder, Senior Professional Coder, PSG Technologist I and II, Sleep Center Clinic Technician, Respiratory Therapist I, II and III, Respiratory Therapist I and II Registered, and Respiratory Therapist Certified.

- B. 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 in Level A will be paid an hourly differential of one dollar and ninety cents (\$1.90). Bargaining unit employees in Level B will be paid an hourly differential of two dollars and fifty cents (\$2.50).

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 in Level A will be paid an hourly differential of three dollars and eighty-five cents (\$3.85). Bargaining unit employees in Level B will be paid an hourly differential of four dollars and seventy-five cents (\$4.75).

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 in Level A will be paid an hourly differential of two dollars and thirty cents (\$2.30). Bargaining unit employees in Level B will be paid an hourly differential of two dollars and ninety-five cents (\$2.95).

4. Per Diem.

When working as a per diem, bargaining unit employees in Level A will be paid an hourly differential of one dollar and fifteen cents (\$1.15). Bargaining unit employees in Level B will be paid an hourly differential of one dollar and sixty cents (\$1.60).

5. Charge

UVMMC has a practice of paying a charge differential in Cost Center 1474 (Respiratory Therapy) to employees who assume the charge role. A charge differential of \$1.50 per hour is paid for all hours worked in the charge role.

6. 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 10% 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.

7. Emergency Vehicle Officer

UVMHC 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.

8. Other Differentials

To the extent there is a past practice of paying any other differentials that were not discussed in any way during negotiations, UVMHC 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 pager during the assigned on-call period;
4. Restrict personal travel to permit immediate availability;
5. Respond by phone within ten (10) minutes when notified by pager;
6. Arrive within thirty (30) minutes after receiving the call unless the department specifies a different timeframe in 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 four dollars and fifty cents (\$4.50) per hour. The stipend will be paid even when a bargaining unit employee is called in to the work site.
2. If a bargaining unit employee is asked to remain at work immediately following his/her regular shift, she/he will be compensated at a rate equal to one and one half (1 ½) times the bargaining unit employee’s base hourly rate and the on-call stipend will be paid.
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.

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 her/his 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.

#### F. Called-In, Not On-Call

During an on-call period additional staff may be needed to augment the on-call staff already called in to the facility. Such bargaining unit employees called in while not designated as on call will receive the following:

- The call-in premium set forth in section C, above.
- The call-in stipend
- An extra payment of \$25.00.

#### G. Sleep Rooms

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

### **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 ½) 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)

- 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.

#### **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.

- 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.

## **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 two thousand six-hundred dollars (\$2,600.00) 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 three hundred fifty dollars (\$1,350.00) 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 UVMMC 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 1<sup>st</sup> - September 30<sup>th</sup>). Grades must be received in OD prior to September 25<sup>th</sup> 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.

#### G. Continuing Education

Annually UVMMC will budget \$30,000 and 165 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.

#### H. 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. One scholarship 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 UVMCC 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 UVMCC 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 UVMCC 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. UVMCC 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 UVMCC employees participating in the *FlexCare* Benefit Program. UVMCC 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 benefits 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. UVMCC 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 UVMCC will meet and confer with the VFNHP at least sixty (60) days prior to

changing the benefit. If the UVMMC 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. UVMMC 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 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.

### **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).

Annual CTO Accrual

<b>THE UNIVERSITY OF VERMONT MEDICAL CENTER CTO ACCRUAL CHART*</b>					
	Auth Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
<b>Tier 1</b>	<b>208 CTO Accrual Plan</b>				
0-5 yrs service	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
	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>					

	Auth Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
<b>Tier 2</b>	<b>248 CTO Accrual Plan</b>				
5+ - 10 yrs service	80	9.512	31	248	372
	75	8.918	29	232	348
	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
	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>					

	Auth Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hrs Allowed
<b>Tier 3</b>					
<b>288 CTO Accrual Plan</b>					
	80	11.047	36	288	432
	75	10.356	34	269	404
10+ yrs service	72	9.942	32	258	387
	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 UVMMC 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 UVMMC'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 (UVMMC) 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 one-time 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 UVMMC 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 his/her 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 his/her 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 UVMMC'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 his/her 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 her/his 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, UVMMC 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 his/her 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 UVMMC 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, 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 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 anyone 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 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. UVMMC 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, UVMMC 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. UVMCC 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 UVMCC 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 UVMCC agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of UVMCC.
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 UVMHC 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 UVMHC 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 UVMHC employees work during the period of this Agreement. UVMHC 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 UVMHC shall:
  - 1. Publicly disavow such action by the bargaining unit employees.
  - 2. Advise UVMHC 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. UVMHC 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. UVMHC 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 as required by UVMMC policies and procedures, state and federal law.
- 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. The VFNHP may select one bargaining unit employee to be a member of the Accident and Injury subcommittee of the Environment of Care Committee.

#### **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 parking garage while at work with the potential exception of an emergency situation such as a mass casualty.

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

Bargaining unit employees working in the OR, CNL, Respiratory Therapy, or Ophthalmology will be guaranteed free onsite parking in the ACC 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 two members from the bargaining unit covered by this contract to that Labor-Management Committee. UVMMC may appoint up to two 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.

### **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 and who are required by UVM Medical Center to have specific footwear may request reimbursement of up to \$150 every 3 years to cover the cost of purchasing any footwear approved by their Department.

#### **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 - Seperability**

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 1st day of March, 2016, and shall terminate at 12:01 a.m. on March 1, 2019.

### **Side Letter – Career Ladders**

This side letter is made by and between University of Vermont Medical Center and the VFNHP. The parties agree that they will begin to meet to bargain the following career ladders:

1. In February 2016: Emergency Department.
2. On or by April 30, 2016: Hemodialysis and Ophthalmology.
3. On or by July 1, 2016: Critical Care Transport and Respiratory Therapy.

### **Side Letter – Overtime Status**

University of Vermont Medical Center 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.

Any bargaining unit member who has changed status within their cost center since September 2014 and had a change in overtime rule from 40 Liberal to 40 Strict will be changed back to 40 Liberal unless they request otherwise.

### **Side Letter – Interpretation of “40 Liberal” Overtime Provisions**

University of Vermont Medical Center and the VFNHP acknowledge that a disagreement exists regarding the interpretation and application of the “40 Liberal” overtime provisions outlined in Article 19(C)(1)(b) of this agreement. The parties intend on resolving this disagreement through the grievance and arbitration procedures contained in the collective-bargaining agreement with nurses. The parties agree the resolution of that dispute shall govern the interpretation and application of correlating “40 Liberal” provisions set forth in this agreement.

### **Side Letter – Step Placement Calculation**

The parties shall meet during February to determine the proper step placement for all bargaining unit members identified by management and the union during negotiations. Payment shall be determined by Article 22.

Any further changes must be identified prior to March 1, 2016.

## APPENDIX 1 - Benefit and Employment Status During Family and Medical Leaves

	Family/Medical Leave (FMLA)	Supplemental Family/Medical Leave	Short Term Family Leave
<b>Duration Of Leave</b>	Up to 12 weeks during the rolling twelve (12)-month period measured backward from the date the employee begins any family/medical leave	Up to 4 weeks during the rolling twelve (12)-month period measured backward from the date the employee begins any family/medical leave	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 employee begins any Short Term Family Leave
<b>Years Of Service (Seniority) Retained</b>	Yes	Yes	Yes
<b>Required To Use CTO During Leave</b>	No	No	No
<b>Required CTO Cash Out While On Leave</b>	No	No	No
<b>Retain ESB Bank While On Leave</b>	Yes	Yes	Yes
<b>Retain Life And Short Term And Long Term Disability Coverage While On Leave</b>	Yes	Yes	Yes
<b>Retain Medical, Dental, Vision And Reimbursement Accounts While On Leave</b>	Yes	Yes	Yes
<b>COBRA Benefits While On Leave</b>	No	No	No
<b>Personal And/Or Employer Contributions In 403(b) Plan Continue While On Leave</b>	Yes, if CTO, ESB or Short term disability payments are made through Payroll. No, if leave is unpaid or payments are made through LTD or Workers' Compensation.	Yes, if CTO, ESB or Short term disability payments are made through Payroll. No, if leave is unpaid or payments are made through LTD or Workers' Compensation.	Yes if CTO is used.
<b>Job Held While On Leave</b>	Yes	Yes	Not Applicable
<b>Returned To Equivalent Or Former Position Upon Return</b>	Yes	Yes	Not Applicable
<b>Go Through Re-Hire Process To Return To Work</b>	No, required to return to former or equivalent position upon return from FMLA	No	Not applicable

## APPENDIX 2 – Benefit and Employment Status During Leave of Absence

	<b>Volunteering</b>	<b>Military Leave</b>	<b>Unpaid Personal Leave</b>	<b>Health Service Leave</b>	<b>Educational Leave</b>	<b>Professional Work Experience</b>	<b>Election To State Legislature</b>
<b>Duration of Leave</b>	Up to 10 consecutive days per calendar year	Based on duration of active duty.	Up to 6 months	Up to 12 months	Up to 24 months	Up to 12 months	Completion of legislative session
<b>Years of Service (Seniority) retained</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Required to use CTO during Leave</b>	No	No	CTO must be used before taking leave	No	No	No	No
<b>Required CTO Cash Out while on Leave</b>	No	No	CTO must be used before taking leave	Yes, if leave is more than 30 days	Yes, if leave is more than 30 days	Yes, if leave is more than 30 days	No
<b>Retain ESB Bank while on Leave</b>	Yes	Yes	Yes, if leave is 30 days or less. Bank is lost on 31 <sup>st</sup> day.	Yes, if leave is 30 days or less. Bank is lost on 31 <sup>st</sup> day.	Yes, if leave is 30 days or less. Bank is lost on 31 <sup>st</sup> day.	Yes, if leave is 30 days or less. Bank is lost on 31 <sup>st</sup> day.	Yes
<b>Retain Life and Short Term and Long Term Disability coverage while on Leave</b>	Yes	Yes, if leave is 30 days or less. Coverage ends on 31 <sup>st</sup> day.	Yes, if leave is 30 days or less. Coverage end on 31 <sup>st</sup> day.	Yes, if leave is 30 days or less. Coverage end on 31 <sup>st</sup> day.	Yes, if leave is 30 days or less. Coverage end on 31 <sup>st</sup> day.	Yes, if leave is 30 days or less. Coverage end on 31 <sup>st</sup> day.	Yes
<b>Retain Medical, Dental, Vision and Reimbursement Accounts while on Leave</b>	Yes	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30 day leave period.	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30-day leave period.	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30-day leave period.	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30-day leave period.	Yes, if leave is 30 days or less. Coverage ends first of month following end of 30-day leave period.	Yes
<b>Retain 403(b) contributions while on leave</b>	Yes	Yes, only if CTO is used.	No.	Yes only if CTO is used.	Yes only if CTO is used.	Yes only if CTO is used.	Yes only if CTO is used.
<b>COBRA Benefits while on leave</b>	No	Yes, beginning first of month following 30 day leave period.	Yes, beginning first of month following end of 30-day leave period	Yes, beginning first of month following end of 30-day leave period	Yes, beginning first of month following end of 30-day leave period	Yes, beginning first of month following end of 30-day leave period	No
<b>Job Held while on leave</b>	Yes	Yes, if leave is 30 days or less.	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, same or comparable job within cost center
<b>Job Re-filled while on leave</b>	No	Yes, if leave is 30 days or more.	Yes, if leave is 31 days or more	Yes, if leave is 31 days or more	Yes, if leave is 31 days or more	Yes, if leave is 31 days or more	No
<b>Returned to same or comparable position upon return</b>	Not Applicable	Yes	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, if leave is 30 days or less	Yes, in same cost center
<b>Go through re-hire process to return to work</b>	Not applicable	No, required to place in same or comparable job within 5 years.	Yes. If leave is 31 days or more first preference for vacant positions for which the employee is qualified.	Yes. If leave is 31 days or more first preference for vacant positions for which the employee is qualified.	Yes. If leave is 31 days or more first preference for vacant positions for which the employee is qualified.	Yes. If leave is 31 days or more first preference for vacant positions for which the employee is qualified.	Not applicable

**APPENDIX 3 – Department / Cost Center / Location Chart**

<b>Department</b>	<b>Cost Center(s)</b>	<b>Location(s)</b>
UVM HealthNet Transport	1900	Burlington, VT
Emergency	1053	Ambulatory Care Center (ACC)
Renal	1463 (Rutland) 1459 (St Albans) 1458 (Joy Dr) 1461 (Central Vermont) 1464 (Newport) 1460 (Shep 4)	Hemodialysis services performed at sites throughout the state of Vermont.
CSR	6100 (Fanny) 6109 (MCHV)	MCHV and Fanny Allen sites.
Respiratory Therapy	1474	MCHV
Pulmonary	1471	MCHV
VCH Pulmonary	1803	MCHV
Professional Coding	5807 (Prof Cod & Education)	Fanny Allen, ACC, Technology Park, Milton Family Practice, Given HC Essex, Blair Park, Berlin Family Practice, Aesculapius, South Burlington Family Practice, Ortho Specialty Center, Tilley Drive Pain Clinic & Outpatient Cardiology, Colchester Family Practice, UHC.
HIM Coding	5300	ACC, UHC
Perioperative Services	2201 (FA-OR) 2212 (M-Procedures) 2218 (M-OR)	ACC and Fanny Allen sites.
Birthing Center OR	2015 (Birthing Center)	MCHV
Ophthalmology	2231 (ACC) 2247 (Berlin)	ACC and Berlin.
Neurophysiology Lab	1503	Patrick 5
Sleep Center	1508	Sheraton, Patrick 5, UHC.

**INSERT FY 2017, 2018 & 2019 WAGE SCALE**





November 17, 2009

Jennifer Henry,
President
Vermont Federation of Nurses & Health Professionals
United Professions of Vermont AFT, Local No. 5221
308 Pine Street
Burlington, VT 05401

Re: Day Care, VFNHP Unit 2

Dear Jennifer:

This letter confirms our agreement on certain changes to the day care rates at Fletcher Allen's Y's Time day care. This agreement applies to bargaining unit employees for which Fletcher Allen and the VFNHP are negotiating a first contract pursuant to the Certification of Representative issued by the National Labor Relations Board on July 6, 2009 for case 1-RC-22333.

The weekly rates paid by bargaining unit members who have children enrolled in Fletcher Allen's Y's Time day care will increase based on the schedules shown in the attached exhibit. In addition, for bargaining unit members who have a second child at Fletcher Allen's Y's Time, Fletcher Allen will offer a 10% discount on the second child's rate.

Beginning on October 1, 2011, Fletcher Allen reserves the right to increase the rates every year by up to five (5) percent. The first such increase shall not go into effect until January 1, 2012.

This letter will go into effect when signed by both parties.

Sincerely,

Paul Macuga,
Senior Vice President, Human Resources

The Union agrees with and accepts the terms of this letter.

[Signature of Jennifer Henry]
Jennifer Henry,
President VFNHP.

1/7/10
Date

Denise Cutler, CPC
Walt Harte
Annie Mallon

[Signature of Sara Root]
Sara Root, CPC

CODING TELECOMMUTING AGREEMENT

This telecommuting agreement will allow \_\_\_\_\_ to perform work from home, based on the terms and conditions in this agreement.

It is agreed that:

1. I will have the following telecommuting schedule: \_\_\_\_\_ [include hours and days at home and hours and days in the office]. I will log my time in KRONOS in a manner that is consistent with current practice.
2. When working at home, if I am going to be more than 15 minutes late signing in for the start of my shift, I will notify my supervisor via phone ( ), pager ( ), or email ( ), prior to the start of my shift. If I need to work a different shift, even for one day, the change must be preapproved by my supervisor (unless I am flexing my time in accordance with Article 18(K)(2)).
3. Telecommuting is voluntary and may be terminated with two (2) weeks' notice by either the bargaining unit employee or UVM Medical Center.
4. I understand that I may have to come in to the office to work if requested by my supervisor or if my equipment at home is not working. If I have a mandatory meeting at the office, I may have to spend the entire day at the office. If I have to train another employee, I may have to come in to the office for a specific period of time until that employee is trained, which may be six weeks or longer to ensure adequate training has been accomplished. My supervisor will give me one weeks' notice whenever possible if I am required to come in to the office; however, I recognize that there might be situations when my supervisor is not able to give me any advance notice. If possible, teleconferencing may be used.
5. I agree to maintain the same productivity and accuracy standards that are currently expected of employees who work in the office.
6. If I do not have sufficient work to meet my productivity standards, I shall notify my supervisor and request additional work.
7. I will supply all of my own computer equipment and confirm that it satisfies the specifications provided by UVM Medical Center.
8. I am responsible for securing the appropriate internet connection and its initial and ongoing expense. This must be DSL, cable or other high speed connection. Dial-up options are not acceptable.
9. Downtime, whether due to a problem on my end or UVM Medical Center's end, will not be paid time. When this happens, I will inform my supervisor. Based on the supervisor's assessment of workload, I may be requested to come in to the office to work, perform other tasks with supervisory approval, or may be provided with the option to take CTO time or make up the time within the same pay period.
10. UVM Medical Center will provide me with the following reference materials, (both manual and electronic) for use at home: ICD-10, CPT-4 books and 3M electronic reference software. UVM Medical Center will also reimburse all other business related expenses such as phone calls that are reasonably incurred in accordance with job responsibilities.

11. Except as otherwise stated in this agreement, all of the terms and conditions of the Collective Bargaining Agreement and UVM Medical Center's policies will continue to apply to my employment. These policies include, without limitation, the Telecommuting Policy, the IS Security Policy and Standards, and the Comprehensive Confidentiality Policy.

I understand and agree to comply with the terms and conditions of this agreement.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

February 22, 2013

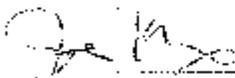
Side Letter

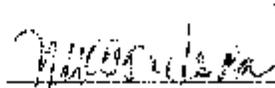
Scheduling in Respiratory Therapy

Management and the Union agree that it is important for patient care to provide balanced staff numbers throughout the week.

Management agrees to work with staff to find voluntary solutions to the problem of consistent staffing. For example, management will explore the options of giving sufficient bargaining unit members every third weekend off in exchange for agreement to work island shifts, or foregoing weekends in exchange for working island shifts, or any other reasonable option.

If voluntary solutions do not solve the issue of providing balanced staff numbers throughout the week, management will be able to create a schedule with the minimum number of island shifts necessary. If nobody volunteers, the least senior qualified bargaining unit employee will be so scheduled. A rotation will then be established in reverse order of seniority. This rotation will be reset to the least senior qualified bargaining unit employee every three months. Management agrees that any one working an island shift will still get two shifts scheduled on consecutive days. Management agrees not to schedule island shifts in the evening or at night.

  
Stephen Allen

  
Walter H. Johnson  
VP/HR