Article 1 – Preamble

This agreement is made and entered into as of March 1, 2019 by and between The University of Vermont Medical Center ("UVMMC" 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.

UVMMC and VFNHP recognize that UVMMC's first responsibility is to provide safe, quality health care to all UVMMC 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 UVMMC is a great place to work, and to act in a manner to assure mutual respect and dignity.
Article 2 - Recognition

The University of Vermont Medical Center recognizes VFNHP as the sole and exclusive bargaining representative with respect to the terms and conditions of employment for the following unit:

All full-time, regular part-time and per diem technical employees of the University of Vermont Medical Center, who work an average of 4 or more hours per week in a continuous thirteen week period in the positions listed in the wage chart appended to this agreement, which includes positions in the following job titles: CNL Technologists; CSR Technicians; Emergency Department Technicians; Hemodialysis Technicians; HIM and Professional Coders; Ophthalmic Assistants; Ophthalmic Photographers; Ophthalmic Technicians; OR Technicians; Transport AEMTs; Transport EMTs; Transport Paramedics; Critical Care Transport Paramedics; PSG Technologists; Sleep Center Clinic Technicians; Ambulatory Respiratory Therapists; and Respiratory Therapists, employed by the Employer at assigned 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; 462 Shelburne Road, So. Burlington, VT; 790 College Parkway, Colchester, VT; 87 Main St., Essex Jct., VT; 170 Blakely Rd., Colchester, VT; 7 Rathe Road, Colchester, VT; 58 East View Lane, Berlin, VT; 189 Prouty Dr., Newport, VT; 8 Crest Road, St. Albans, VT; 160 Allen St., Rutland, VT; and 35 Joy Dr. So. Burlington, VT; 327 Holly Ct., Williston, 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 4 - Union Access

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:

- 400 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.

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

The proposals are offered without admission or precedent as to any existing practice or interpretation of any agreements with the Hospital, or any existing practice or policy. The Union reserves the right to alter, amend, supplement or withdraw proposals without prejudice.
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. The total hours must include a minimum of one (1) eight-hour holiday shift per calendar year. For purposes of this article, holidays are identified as Thanksgiving, December 24, Christmas, New Year’s, Memorial Day, July 4th and Labor Day.

3. Per diem bargaining unit employees in the Emergency Department must work a minimum of ninety-six (96) hours of night or weekend shifts per calendar year. These hours are concurrent with the requirement of section 1 and 2.

****

C. Compensation. All per diem bargaining unit employees are eligible for applicable shift differentials as per Articles 18 and 23. In addition, per diem bargaining unit employees will receive the additional hourly per diem differential as per Article 23. Differentials shall be combined when applicable for any single hour worked.

In addition to all applicable differentials, per diem employees who work at least 300 night shift hours during a calendar year will be paid an annual lump sum equal to $2 per hour for all hours worked during the calendar year in addition to all other applicable differentials, including the differentials in Article 23(4).

****

E. Any committed hours employees who requests to become a per diem in the unit they are currently employed in may do so and shall not be unreasonably denied, so long as there is a posted vacancy and the preference card process is followed according to Article 12.
Article 11 – Seniority

A. Definition

1. UVMCC Seniority shall be defined as continuous employment with UVMCC 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 UVMCC Seniority for purposes of determining seniority in scheduling practices. UVMCC will maintain the Cost Center and UVMCC Seniority lists. The VFNHP will have regular access to the lists.

3. Seniority shall mean UVMCC Seniority unless otherwise specified below:

<table>
<thead>
<tr>
<th>Article</th>
<th>Seniority Type Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>12(C)</td>
<td>Vacancy / Job Posting</td>
</tr>
<tr>
<td>12(F)</td>
<td>Internal Posting / Shift Schedule Preference</td>
</tr>
<tr>
<td>16</td>
<td>Layoff</td>
</tr>
<tr>
<td>17</td>
<td>Recall</td>
</tr>
<tr>
<td>18</td>
<td>Hours of Work / Staff Schedules</td>
</tr>
<tr>
<td>18A</td>
<td>Scheduling Vacations / CTO</td>
</tr>
<tr>
<td>18B</td>
<td>Summer CTO</td>
</tr>
<tr>
<td>19</td>
<td>Overtime</td>
</tr>
<tr>
<td>20A</td>
<td>Staffing Adjustments</td>
</tr>
<tr>
<td>37</td>
<td>Military Leave</td>
</tr>
<tr>
<td>38</td>
<td>Short Term Leave of Absence</td>
</tr>
<tr>
<td>45</td>
<td>Parking</td>
</tr>
</tbody>
</table>

B. Loss of Seniority

1. A bargaining unit employee will lose UVMCC 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

The proposals are offered without admission or precedent as to any existing practice or interpretation of any agreements with the Hospital, or any existing practice or policy. The Union reserves the right to alter, amend, supplement or withdraw proposals without prejudice.
Bargaining unit employees who leave a cost center or take on a management position within that cost center, but return to that cost center or to a non-management position within that cost center within one year shall have her/his Cost Center Seniority restored. Seniority for this purpose will be seniority at the date of last separation from the cost center or promotion into management. The parties may agree to extend the one-year time limit on a case-by-case basis.

D. Restoration of UVMMC Seniority

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

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

The proposals are offered without admission or precedent as to any existing practice or interpretation of any agreements with the Hospital, or any existing practice or policy. The Union reserves the right to alter, amend, supplement or withdraw proposals without prejudice.
Article 12 – Vacancy / Job Posting

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F. Internal Posting/Shift Schedule Preference

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Preference Cards will be honored on the basis of Cost Center Seniority, first among those cards submitted at least 8 weeks before the manager is notified in writing of the impending vacancy, and second among all other cards. The qualified bargaining unit employee with the highest Cost Center Seniority will be offered the change and then the second highest, until the change is complete.
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 (i) for covering a leave of absence, (ii) for posted, unfilled vacancies, until a new hire has completed unit orientation; if no qualified candidate has applied during the posting period, and or (iii) for unanticipated staffing fluctuations on a temporary basis not to exceed 20-21 days. Agency contracts may be renewed as long as one of the above criteria remains satisfied. 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. Prior to utilizing an Agency employee for any of the above criteria, UVMCC will offer a temporary assignment to any qualified per diem or part-time employee pursuant to Article 23.

This proposal is offered without admission or precedent as to any existing practice or interpretation of any agreements with the union, or any existing practice or policy. UVMCC reserves the right to alter, amend, supplement, or withdraw proposals without prejudice.
Article 18 – Hours of Work / Staff Schedules

E. Scheduling Practices

The following priority will be used:

1. Bargaining unit employees with committed hours will be scheduled first.

2. Bargaining unit Per Diems will be offered the ability to pre-schedule shifts/hours according to the skill needs of that cost center for that shift. If two or more bargaining unit Per Diems with the same skill and ability request the same shift/hours, the bargaining unit Per Diem with the most cost center seniority will be given that shift/hours. Bargaining unit Per Diems may fill out an “availability form” to assist the scheduler. (See Article 9 – Per Diem for additional information.) Agency employees will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process. Agency employees will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process.

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) to two (2) hours of worked-time at the rate the employee would have been paid.

Side Letter – CNL Staffing and the CNL On-Call Program

UVMMC and the VFNHP agree to create an ad hoc committee on the subject of CNL staffing and the CNL on-call program. The committee shall be composed of 2 UVMMC representatives and at least 2 CNL bargaining unit employees chosen by VFNHP. The committee will meet at mutually agreeable times and will hold its first meeting within 30 days after the effective date of this agreement.
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. UVMCC 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 UVMCC 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.

The processes outlined in this article may be done electronically, where the appropriate platform exists.
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. At any time between August 1st of the prior year and March 15th, managers may offer the bonus to bargaining unit employees. The manager will determine how many bonuses will be offered. After offering the bonus, managers will provide bargaining unit employees a signup period of at least 15 days to express their interest in the program. Managers will inform bargaining unit employees if they will be eligible to participate in the bonus program within 15 days after the end of the signup period.

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; and
- Not take more than a total of three (3) days of CTO in June, July, and August. The bonus will not be denied as a result of a single absence which does not exceed 4 hours. Use of CTO on July 4 (Independence Day) will not count toward this total.

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.

* * * *

5. The payment for the vacation-time bonus will be made in the check following the first full pay period after the program is concluded with the second pay period in September.

Side Letter – 2019 and 2020 Summer CTO Bonuses

In 2019 and 2020, managers may offer the Summer CTO Bonus to bargaining unit employees on or before March 15th. At least one bonus shall be offered in Renal Services, HIM Coding, Professional Coding, UVM HealthNet Transport, Respiratory Therapy, CSR, and Ophthalmology. Bargaining unit employees who are interested in being considered for any offered bonus must notify their manager in writing no later than April 1st. Managers will inform bargaining unit employees if they will be eligible to participate in the bonus program on or before April 15th.
Article 19 - Overtime

C. Overtime Provisions

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

F. Urgent Pay

Urgent pay is specifically designed to provide additional compensation for non-exempt bargaining unit employees who work additional hours when unusual circumstances occur. Eligible bargaining unit employees providing direct patient care will be paid urgent pay hours at a rate of two (2) times the bargaining unit employee's base rate. If the unit needs additional bargaining unit employees within twelve (12) hours from the start of the shift, urgent pay must be offered except in the following situations:

1. Per diem bargaining unit employees must have worked at least 24 non-urgent hours in a pay period to be eligible for urgent pay.

2. Any bargaining unit employee who misses scheduled work is not eligible for urgent pay during that same pay period. However, urgent pay will not be denied in any pay period for a single absence which does not exceed four hours.

3. Any bargaining unit employee is ineligible for urgent pay if a manager has attempted to offer the work to the bargaining unit employee prior to twelve (12) hours before the shift.

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

Side Letter – Article 19(F) and Article 23(B)(9) Effective Date

Urgent pay, as set forth in Article 19(F), and the end-of-the-day differential, as set forth in Article 23(B)(9), shall go into effect in or by the first full pay period in April 2019, or the first full pay period that is four weeks after the ratification date, whichever is later.
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 established by the July 10, 2003 Collective Bargaining Agreement with nurses shall be enlarged to include one (1) representative from this bargaining unit and one (1) administrator of employees in 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.

[Signature]
VFNHP

[Viché Stetze 11/19]

This proposal is offered without admission or precedent as to any existing practice or interpretation of any agreements with the union, or any existing practice or policy. UVMMC reserves the right to alter, amend, supplement, or withdraw proposals without prejudice.
Article 20A - Staffing Adjustments

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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. For bargaining unit employees, unless otherwise stated below, cancellation will be by seniority, subject to maintaining staff of necessary skill and ability.

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-Urgent Shifts Cancelled: Bargaining unit employees working premium-urgent pay shifts will be cancelled.

3. Called-In/On-Call and Called-In/Not-On-Call Cancelled: Bargaining unit employees working Called-In/On-Call shifts will be cancelled, but shall remain on-call. Bargaining unit employees working a Called-In/Not-On-Call shift may be cancelled before one working a Called-In/On-Call shift.

4. 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.

5. Volunteers – Committed Hours: Committed hours bargaining unit volunteers will be asked to take time off. Volunteers will have the opportunity to use CTO or take time off without pay. If there is more than one volunteer, selection will be by cost center seniority. Time off will not affect benefit status.
   a. Prior to cancelling any volunteers per this subsection 4, the supervisor/manager will offer volunteers the opportunity to complete available work on education, research, training, competencies or other cost center work rather than being mandated to take time off.

6. 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.

7. Agency Employees Mandated: Agency employees will be mandated to take time off.

8. Committed Hours Shift at OT Cancelled: Staff working a committed hours shift who are also.

9. Extra Shifts Not in OT Cancelled: Extra shifts greater than committed hours will be cancelled.

10. Per Diem Cancelled:
   a. Per diem bargaining unit employees will be cancelled as determined by cost center seniority. The lowest seniority per diem will be cancelled first. A rotation will then be established in reverse order of seniority.
   b. If a per diem employee is cancelled after reporting to work, she/he will be cancelled for the entire shift, but may volunteer to return if needed. If a per diem employee is cancelled prior to reporting to work, the hours of cancellation will be determined by management at the time of notification.

11. Committed Hours Shifts Mandated: Bargaining unit employees will be mandated to take time off as determined by Cost Center Seniority. If an employee is mandated after reporting to work, she or he will be mandated for the entire shift, but may volunteer to return if needed. If an employee is mandated prior to reporting to work, the hours of mandation will be determined by management at the time of the notification. The lowest Cost Center Seniority bargaining unit employee will be assigned to take time off first. A rotation will then be established in reverse order of seniority. Bargaining unit employees have the option of using CTO time, or taking time off without pay. Mandated time off will not affect benefit status. No individual bargaining unit employee will be mandated to take time off more than two (2) times per month.
   a. Prior to mandating time off per this subsection 10, the supervisor/manager will offer employees the opportunity to complete available work 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

E. UVM HealthNet Transport

Except as provided in this section, UVM HealthNet Transport bargaining unit employees will not be required to float to other departments. They will, however, be required to perform work (so long as it is not prescheduled) that is within their skills and abilities in the Emergency Department or the Communications Center, 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.
Article 22 – Wages

A. Pay for Fiscal Years 2020-2022

1. Effective with the first full payroll period that starts at least 7 days after ratification, bargaining unit employees in the positions listed in the below table shall initially receive the following pay increases:

<table>
<thead>
<tr>
<th>Title and Job Codes</th>
<th>Initial Pay Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNL Technologists (078B, B546, B670)</td>
<td>6%</td>
</tr>
<tr>
<td>Critical Care Transport Paramedics (B820, B821, B822, D408)</td>
<td>1%</td>
</tr>
<tr>
<td>CSR Case Cart Coordinators (081L, 081M, 081K)</td>
<td>3%</td>
</tr>
<tr>
<td>CSR Instrumentation Specialists (B508, B510, B514)</td>
<td>3%</td>
</tr>
<tr>
<td>CSR Tech I (223K)</td>
<td>15.8%</td>
</tr>
<tr>
<td>CSR Tech II (223G)</td>
<td>12.4%</td>
</tr>
<tr>
<td>CSR Tech III (223H)</td>
<td>11.4%</td>
</tr>
<tr>
<td>Emergency Department Technicians (080N, B714, D149)</td>
<td>7.3%</td>
</tr>
<tr>
<td>Hemodialysis Technicians (355Y, C171, D221)</td>
<td>5%</td>
</tr>
<tr>
<td>HIM Coders (209Z, 900F)</td>
<td>16%</td>
</tr>
<tr>
<td>Ophthalmic Assistants (J621, B351, B352)</td>
<td>5%</td>
</tr>
<tr>
<td>Ophthalmic Photographer (D460)</td>
<td>5%</td>
</tr>
<tr>
<td>Ophthalmic Technicians (C196, C194)</td>
<td>5%</td>
</tr>
<tr>
<td>OR Technicians (079N)</td>
<td>9%</td>
</tr>
<tr>
<td>Professional Coders (B511, C685, C684)</td>
<td>12%</td>
</tr>
<tr>
<td>PSG Technologists (B547, B669)</td>
<td>9%</td>
</tr>
<tr>
<td>Respiratory Therapist I (D218)</td>
<td>3%</td>
</tr>
<tr>
<td>Respiratory Therapist II (D219)</td>
<td>3%</td>
</tr>
<tr>
<td>Respiratory Therapists III (D220)</td>
<td>3%</td>
</tr>
<tr>
<td>Sleep Center Clinic Technician (C536)</td>
<td>9%</td>
</tr>
<tr>
<td>Transport EMTs, AEMTs, and Paramedics (C449, C228, D406)</td>
<td>3.1%</td>
</tr>
</tbody>
</table>

2. After applying the initial pay increases listed above, Ambulatory Respiratory Therapist I and II (C787, C788) shall be moved to pay grade V48, and Ambulatory Respiratory Therapist III (C780) shall be moved to pay grade V49.

3. Effective with the first full payroll period in FY2020, all bargaining unit employees shall receive a 1% wage increase and eligibility for a step increase of 2%. All bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to 2% of the employee’s
total compensation for the prior fiscal year, payable in the first full payroll period of October.

3-4. Effective with the first full payroll period in FY2021, bargaining unit employees in steps 1 to 21 shall receive a 1% wage increase and eligibility for a step increase of 2%. Employees in step 22 shall receive a 2% wage increase and a lump sum bonus equal to 1% of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.

5. Effective with the first full payroll period in FY2022, bargaining unit employees in steps 1 to 21 shall receive a 1% wage increase and eligibility for a step increase of 2%. Employees in step 22 shall receive a 2% wage increase and a lump sum bonus equal to 1% of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.

6. Existing bargaining unit employees determined to be below their appropriate step shall be placed on the correct step on or before December 31, 2019.

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

* * * *

(2) Criteria Definitions:

* * * *

(j) OR Tech will receive up to one year credit for OR Assistant, CSR Tech, or Patient Care Associate experience.

* * * *

D. Career ladders

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

Side Letter – Career Ladders

Subject to the below schedule, the parties agree they will begin to meet at mutually agreeable times to bargain career ladders.

- March 2019 to December 2019 – CNL, CSR, OR
- January 2020 to June 2020 – Hemodialysis, Ophthalmology
- July 2020 to December 2020 – HIM Coding and Professional Coding
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, ED Department Tech I, II and III, HIM Coder, HIM Coder Sr., Ophthalmic Assistant II and III, Ophthalmic Technician Certified, Ophthalmic Technician Sr., OR Technician, Transport AEMT, Critical Care Transport Paramedic I, II, III and HHIV, Transport Paramedic, Associate Professional Coder, Staff Professional Coder, PSG Technologist I and II, Sleep Center Clinic Technician, Ambulatory Respiratory Therapist I, II and III, and Respiratory Therapist Certified, 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:

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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-two cents ($4.72).

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 who do not work in CSR will be paid an hourly differential of two dollars and thirty cents ($2.30). Bargaining unit employees in Level A who work in CSR will be paid an hourly differential of two dollars ($2.00). Bargaining unit employees in Level B will be paid an hourly differential of two dollars and ninety-five cents ($2.95).

Weekend Shift Incentive: Bargaining unit employees in CSR meeting the eligibility criteria will receive a quarterly bonus of 3.5% of gross wages. When an evening shift or night shift is worked during the period designated as eligible for weekend differential, both applicable differentials will be paid.

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5. Charge

UVMMC has a practice of paying a charge differential in Cost Center 1474 (Respiratory Therapy) and Cost Center 1053 (Emergency) 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 100% of the employee’s base hourly rate of pay. This rate is in effect starting when the transport leaves and ending when it returns. When a therapist does an external transport which extends beyond their scheduled shift and meets the requirements of their overtime rule, they will be paid 1.5 times their “transport” rate of pay.

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8. Temporary Assignment Bonus

Any per diem or part-time employee who agrees to a full-time or part-time temporary assignment for a limited, pre-determined, pre-scheduled duration of at least eight (8) weeks will receive a lump sum bonus at the conclusion of the temporary assignment. For a temporary assignment of 72 hours/pay period or greater, the lump sum bonus will equal $300 per pay period. For a temporary assignment of less than 72 hours/pay period, the lump sum bonus will be prorated to reflect the additional hours assigned to the employee. To receive the lump sum bonus, the employee must not miss more than three (3) scheduled days during the assignment. Cost center seniority shall determine selection among qualified applicants for temporary assignments. Hours worked by per diem employees during a temporary assignment will still count as per diem hours under the provisions of Article 9.

9. End of the Day in Ambulatory Clinics and non-24/7 Procedural Areas

When a bargaining unit employee in an ambulatory clinic or a non-24/7 procedural area is required to work past their regularly scheduled shift for a direct patient care issue that requires the scope and skill of the bargaining unit employee, which cannot reasonably be reassigned, the bargaining unit employee will be paid a differential that is 100% of their base hourly rate for all hours worked past their scheduled shift.

910. Other Differentials

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

Side Letter – Article 19(F) and Article 23(B)(9) Effective Date

Urgent pay, as set forth in Article 19(F), and the end-of-the-day differential, as set forth in Article 23(B)(9), shall go into effect in or by the first full pay period in April 2019, or the first full pay period that is four weeks after the ratification date, whichever is later.
Article 24 - On-Call / Call-In

A. 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 who is scheduled to be on-call is asked to remain at work immediately following his/her regular shift, she/he will be compensated at a rate equal to one and a half (1 1/2) times the bargaining unit employees base hourly rate and the on-call stipend will be paid. The time will be considered “Called In-On-Call.” It will not be counted as overtime compensation, but the hours will count towards eligibility for overtime compensation. In this situation, the bargaining unit employee will not receive any travel time, and there is no two hour minimum. 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 1/2) 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.

B. Called-In, Not On-Call

Bargaining unit employees called in while not designated as on call will receive hourly pay equivalent to twice their hourly rate for a minimum of two (2) hours, travel pay as outlined above, and all applicable differentials. Bargaining unit employees will be expected to remain working on site for the entire two (2) hour period.

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.

The proposals are offered without admission or precedent as to any existing practice or interpretation of any agreements with the Hospital, or any existing practice or policy. The Union reserves the right to alter, amend, supplement or withdraw proposals without prejudice.
C. Procedures for Reimbursement

1. For certifications covered under Section A.2, the bargaining unit employee’s manager/supervisor will coordinate with the bargaining unit employee for documentation as to the cost of the exam or re-certification. UVMMC will cover the cost of the exam fee through the employee’s cost center budget. Reimbursement will be limited to two (2) exam fees for each required certification.

2. For certifications covered by Section A.3, the bargaining unit employee must obtain manager/supervisor approval for the exam cost. The employee must submit an approved tuition/certification application and a copy of the certificate and documentation as to the cost of the exam or re-certification to Organizational Development for reimbursement (a courtesy copy must also be given to the bargaining unit employee’s supervisor/manager). All paperwork must be submitted in the same fiscal year in which the exam was taken.

   a. Reimbursement is limited to $500 per bargaining unit employee per fiscal year. Per diem bargaining unit employees will be reimbursed on a pro-rated basis, determined by the bargaining unit employee’s paid hours during the preceding 12 months prior to the exam date. This amount includes certification exam costs and re-certification fees, review courses, study materials/books and CEUs, including online CEUs, so long as these items are directly related to certification or recertification.

   b. A bargaining unit employee may have multiple certification exams reimbursed if they are in the employee’s current practice area and meet all eligibility requirements up to the maximum allowed for an individual reimbursement amount in the fiscal year.

This proposal is offered without admission or precedent as to any existing practice or interpretation of any agreements with the union, or any existing practice or policy. UVMMC reserves the right to alter, amend, supplement, or withdraw proposals without prejudice.
Article 29 - Educational Reimbursement

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). Effective FY2020, this amount shall increase to $3,200. 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. Effective FY2020, this amount shall increase to $1,800. 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.

G. Continuing Education

Annually UVMMC will budget $640,000 and 200 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.

[Signatures]

The proposals are offered without admission or precedent as to any existing practice or interpretation of any agreements with the Hospital, or any existing practice or policy. The Union reserves the right to alter, amend, supplement or withdraw proposals without prejudice.
Article 37 - Military Leave

C. CTO:

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

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

Side Letter – Article 37 Effective Date

The military pay differential, as set forth in Article 37(C), shall go into effect with the first full payroll period in FY 2020.
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 $300 per year every 3 years to cover the cost of purchasing any footwear approved by their Department.
Article 50 - Duration of Contract

This agreement shall become effective on the 1st day of March, 2019, and shall terminate at 12:01 a.m. on March 1, 2022. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least 7 days after ratification, whichever is later.

By Thurs @ 1700

[Signature]
March 11