

**Agreement between**

**THE UNIVERSITY OF VERMONT  
MEDICAL CENTER**

**and**

**AFT Vermont**

**SUPPORT STAFF BARGAINING UNIT**

**October 2, 2023 to July 31, 2026**

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## **Article 1 – Preamble**

This agreement is made and entered into as of October 2, 2023 by and between The University of Vermont Medical Center (“UVMC” or the “Employer”) and the UVMC Support Staff United, AFT VT, AFL-CIO (the “Union”). The terms “bargaining unit employee,” “employee,” and “employees” used in this agreement shall refer to the employees in the bargaining unit set forth in this Agreement’s article on recognition.

UVMC and the Union recognize that UVMC’s first responsibility is to provide safe, quality health care to all UVMC 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 UVMC 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 Support Staff United / AFT Vermont as the sole and exclusive bargaining representative with respect to the terms and conditions of employment for all full-time, regular part-time and per diem employees of the University of Vermont Medical Center in the job titles listed in Appendix A, who work in a UVMC cost center at locations assigned by UVMC, but excluding all other employees, confidential employees, casual employees, managerial employees, guards, and supervisors as defined in the Act.

When a new position is created that is the same as or substantially similar to an existing bargaining unit position, UVMC will notify the Union of the position's inclusion in this bargaining unit, unless the position is that of a guard or a managerial, confidential, or supervisory employee. At the request of either party, the parties will meet to bargain the appropriate wage rate for any new position included in this bargaining unit.

References to Support Staff United, Union or President throughout this agreement refer only to the bargaining unit described in this agreement.

## **Article 3 – Check-Off / Union Security**

A. UVMC and the Union recognize the right of any bargaining unit employee to become and remain a member of the Union or to refrain from becoming and/or remaining a member of the Union, and neither party will interfere with any employee in the exercise of that right.

B. To the extent permitted by applicable law, each bargaining unit employee shall, as a condition of employment, beginning on the thirtieth (30<sup>th</sup>) 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 Union or pay a service fee to the Union.

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 Union requesting their discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered.

If a bargaining unit employee's primary job location is in a jurisdiction where union security clauses are not permitted by law, the provisions of this Section will not apply to that employee. In the event the application of such provisions become permissible in such jurisdiction during the term of this Agreement, the union security provisions in this Section will become applicable to the bargaining unit employee as of that date.

C. UVMCM agrees to deduct Union Dues, Initiation Fees and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the Union bank account by wire transfer on a monthly basis, subject to the provisions of this Article.

D. The Union shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for Union Dues, Initiation Fees and/or Agency Service Fees in writing to UVMCM 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 UVMCM, UVMCM shall deduct, from the bargaining unit employees' pay, the appropriate Union Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to the Union 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 Union and/or UVMCM. Said revocation shall be in effect on the date of receipt by the Union or UVMCM or the day after the revocation is mailed to the Union or UVMCM, whichever is sooner.

F. Deductions shall be made based on the bargaining unit employees' pay cycle.

G. UVMCM 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 Union Dues, Agency Service Fees or Initiation Fees to be deducted.

Regardless of the above, it is understood that all CTO payments are subject to Union 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 UVMMC and the VFNHP agree in writing to extend this provision.

I. The Union 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 union with access to a conference room one day a month, on mutually agreed upon dates and times.

- These 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 meetings on work time. Bargaining unit employees may attend during their break time.

B. Union representatives, not UVMMC employees, who want access to any UVMMC area other than this meeting room will get prior approval from the Labor Relations Manager, or their designee, which will not be unreasonably denied.

C. The Union will be provided with one bulletin board in each physical location 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 Union and UVMMC. Where bargaining unit employees work in a location where other unionized employees have access to a bulletin board, UVMMC will provide a bulletin board that is sufficiently sized to ensure the space can be reasonably shared by all bargaining units.

In addition, the Union will be provided with the same three locked bulletin boards as provided in the contracts for nurses and technical employees.

A courtesy copy of all posted material shall be submitted to the Labor Relations Manager, or their designee, prior to, or at the same time as, posting. These bulletin boards will at all times carry a label clearly identifying them as Union 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 Union steward shall have up to thirty (30) minutes to orient newly hired bargaining unit employees to the Union during orientation at a time designated by UVMMC. The bargaining

unit employee shall be paid for the time spent in orientation with a Union Representative. The Union will provide UVMHC with copies of all materials presented to bargaining unit employees during orientation. The Union will be made aware of the date, time and place of orientation.

E. UVMHC will reimburse bargaining unit employees up to 950 union hours in FY24, up to 500 union hours in FY25, and up to 950 union hours in FY26, paid at the bargaining unit employee's base pay rate (not including other payments such as differentials) for Union activities related to this bargaining unit, such as investigation of grievances, training for grievance representation, collective bargaining, and Weingarten representation. Up to 500 unused hours in any fiscal year will be added to the total of the next fiscal year. If hours are exhausted in any fiscal year, the Union may use hours from the following fiscal year.

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 UVMHC 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 take unpaid time off to participate in an arbitration related to this agreement. Such requests will not be unreasonably denied.

F. When an employee holds the position of Union President, 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. Upon the request of the employee, UVMHC 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. Requests to change status to part-time or for job restoration under this section must be submitted at least 8 weeks before the proposed schedule change.

## **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:
  - UVMHC ID
  - Name (Last Name, First Name)
  - Company Dt
  - Birthdate
  - Address 1
  - Address 2
  - City
  - State

- Postal
- Max Phone
- UVMHC Email address
- Sum StdHrs
- Empl Record
- Job Code
- Job Title
- Dept ID
- Dept
- Dept Date
- Pay Status
- Full/Part
- Std 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.

- UVMHC ID
- Name (Last Name, First Name)
- Job Code
- Job Title
- Dept ID
- Location Descr
- Union Code
- Work email
- Home email
- Mobile phone (or home phone if no mobile phone)
- Home address

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
- UVMHC 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**

- UVMC ID
- Name (Last Name, First Name)
- Company Dt
- Birthdate
- Address 1
- Address 2
- City
- State
- Postal
- Max Phone
- UVMC Email address
- Sum StdHrs
- Empl Record
- Job Code
- Job Title
- Dept ID
- Dept
- Dept Date
- Pay Status
- Full/Part
- Std 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 day/field changes
- 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/UVMC 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
- UVMC 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
- UVMC 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
- UVMC 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
- UVMC ID #
- Name (Last Name, First Name)
- Type of Disability (short term- long term)
- Type of Disability (intermittent – fully out of work)

**Article 6 – Management Rights**

The Union agrees that, except as these rights may be otherwise specifically limited in this Agreement or any applicable law, 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 maintain efficiency at its facilities; to hire bargaining unit employees; and to discipline and discharge bargaining unit employees for just cause.

Except as limited by express provisions of this Agreement, the Union and UVMC agree that all rights, powers or responsibilities of UVMC, existing before the execution of the Agreement, are retained by UVMC 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. UVMMC has the right to take whatever actions may be necessary to carry out UVMMC's mission during emergencies.

### **Article 7 – Non-Discrimination**

UVMMC and the Union agree not to harass or discriminate against any bargaining unit employee because of race, color, religion, national origin, sex, sexual orientation, gender, gender identity or expression, pregnancy, ancestry, place of birth, age, disability, physical or mental condition, HIV status, military service or status as a military veteran as defined under applicable law, marital status, political views, protected union activities/membership, genetic information, health coverage status, assertion of or attempt to assert a claim for workers' compensation benefits, exercise of rights under parental and family leave laws, citizenship status among those lawfully able to work, or crime victim status, as these terms are defined under applicable law or on any other characteristic protected by law. The parties further agree that if any State, federal, or local law applicable to bargaining unit employees is amended to include additional protected characteristics, those additional protected characteristics shall be considered incorporated into this Article.

UVMMC will provide training for all bargaining unit employees on responding to discriminatory acts or statements made by patients or other employees. In person or remote interactive sessions will be available for these trainings.

### **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 any contractual provisions 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 director 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. Effective calendar year 2024, to be a per diem bargaining unit employee, the following minimum scheduled work commitments must be met.

1. In all cost centers in inpatient units and departments, Imaging, Phlebotomy, the OR, ED, Patient Support Services, and Rehabilitation Services, a minimum of three hundred (300) hours per calendar year.
2. In all cost centers in outpatient clinics, Registration, Environmental Services, and the Call Center, a minimum of two hundred (200) hours per calendar year.
3. In Nutrition Services, a minimum average of sixteen (16) hours per pay period in each calendar quarter.
4. The total hours in each of the above subsections must include a minimum of one (1) holiday per calendar year. For purposes of this article, the calendar year holidays begin with New Year's and proceed through Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, December 24, and December 25.

All hours worked shall count towards the minimum requirements. Per diem bargaining unit employees who work in cost centers that do not staff on holidays will not have to comply with the requirements in subsection 4.

For bargaining unit employees who work in multiple cost centers, the minimum requirements 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 minimum requirements.

A per diem bargaining unit employee will not be subject to corrective action for failure to satisfy the minimum requirements for lack of available shifts or because the employee had a substantial amount of legally protected time away from work that impacted their ability to meet their minimum requirements.

Prescheduled shifts that are canceled as a result of staffing adjustments will count toward the minimum requirements.

On call hours will count towards the minimum requirements.

The minimum 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.

**C. Compensation.** All per diem bargaining unit employees are eligible for applicable shift differentials. In addition, per diem bargaining unit employees will receive the additional hourly per diem differential as per the Article on Differentials. 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 \$3 per hour for all hours worked during the calendar year in addition to all other applicable differentials, including the differentials in the Article on Differentials.

**D.** Any committed hours employees who request 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 on Vacancy/Job Posting.

**E.** Any cost center with at least ten (10) FTEs in this bargaining unit that regularly posts for and hires per diem employees shall have a minimum of one per diem position per ten (10) FTEs in this bargaining unit.

### **Article 10 – Probationary Period**

The first ninety (90) calendar days of employment at UVMMC for a bargaining unit employee will be considered a probationary period during which they 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 Union, employee, and UVMMC.

### **Article 11 – Orientation/Training**

1. Each department and/or cost center will collaborate with their manager or supervisor to develop their department/cost center orientation/training plan, including provisions for orienting contracted staff, new employees and experienced employees. Bargaining unit employees will be provided all necessary training on procedures, equipment, and any other

requirement of an assignment. Bargaining unit employees agree to complete assigned training. Hours spent in training will be worked hours.

2. The department/cost center orientation/training plan for each bargaining unit employee will not be extended or shortened by the manager or supervisor without discussion with the employee in collaboration with the preceptor, the educator, or the employee providing training.
3. Bargaining unit employees undergoing their orientation/training plan shall not be given a full patient assignment, or expected to work fully independently (without preceptor, educator, and/or employee providing training) unless they have successfully completed the competencies of their orientation/training plan that are required by the assignment.
4. Cost centers that assign bargaining unit employees to train new bargaining unit employees or contracted staff may establish a related training program. In those cost centers with an established training program under this Section, bargaining unit employees agree they will attend the training at their manager's request. Hours spent in a training program established under this Section will be worked hours.

**Article 12 - Seniority**

**A. Definition**

1. UVMHC Seniority shall be defined as continuous employment with UVMHC 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 in a non-management position, added to UVMHC Seniority. UVMHC will maintain the Cost Center and UVMHC Seniority lists. The Union will have regular access to the lists.
3. Seniority shall mean UVMHC Seniority unless otherwise specified below:

<u>Article</u>		<u>Seniority Type Used</u>
13	Vacancy / Job Posting	Hospital
13	Internal Posting / Shift Schedule Preference	Cost Center
16	Layoff	Hospital
17	Recall	Hospital
18	Hours of Work / Staff Schedules	Cost Center

19	Scheduling Vacations / CTO	Cost Center
20	Summer CTO	Cost Center
21	Overtime	Cost Center
23	Staffing Adjustments	Cost Center
40	Military Leave	Both are restored upon return from leave
41	Short Term Leave of Absence	Hospital
48	Parking	Hospital

**B. Loss of Seniority**

1. A bargaining unit employee will lose UVMHC and Cost Center Seniority when:

- a. The employee is terminated (voluntary or involuntary).
- b. The employee is laid off.

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 their 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 UVMHC Seniority**

Bargaining unit employees who return to work at UVMHC within one year shall have UVMHC 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.



## Article 13 - 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. Filling Vacancies From Within a Cost Center

The purpose of this section is to facilitate the opportunity for UVMMC to fill vacancies 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 or schedule, unless expressly permitted by the cost center.

Bargaining unit employees may be granted the opportunity to apply within their cost center for vacancies in their job classification if the bargaining unit employee requesting a change has submitted a Preference Card to their immediate supervisor by e-mail. Preferences may include:

- Increase/decrease number of hours
- Preferred shift
- Preferred block
- Weekend scheduling
- Other preferences identified by a cost center to address its specific needs

A list of Preference Cards submitted by bargaining unit employees will be maintained in the cost center and will be readily available for bargaining unit employees to review. This list will be updated after any Preference Card is submitted.

Qualified bargaining unit employees who have timely submitted a Preference Card shall have first consideration for filling vacancies within their cost center and job classification. Preference Cards will be honored on the basis of Cost Center Seniority, first among those cards submitted at least 8 weeks before the supervisor 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.

UVMMC may elect not to provide the shift 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. UVMMC 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 does not fill the vacancy and if the manager chooses to fill the vacancy it may be submitted to Human Resources for posting to candidates outside the cost center.

For the purposes of this Section, the cost centers of Nutrition Services shall be combined.

### **C. Filling Vacancies From Outside a Cost Center**

In the event UVMMC decides to fill a vacant bargaining unit position, a notice of such vacant position shall be posted. 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 electronic application.

UVMMC may begin considering applications or interviewing for a vacant posted position immediately.

Qualified bargaining unit employees shall have first consideration for filling bargaining unit vacancies, including promotions.

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, relevant 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 relevant skill, training, ability, prior performance and experience are equal, the bargaining unit employee with the greatest UVMMC seniority shall be selected.

A bargaining unit employee will work at least six (6) months in a position before being eligible to transfer to another position, unless the director who oversees the department or their 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. Medical Assistant I to Medical Assistant II promotions).

If a bargaining unit employee fills a vacancy in another cost center pursuant to this Section, the first ninety (90) days in their new position shall be considered a trial period. At any point during the ninety (90) day trial period, the bargaining unit employee may choose to return to their original cost center if a vacant position in the same job code is available. 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 their original cost center during their ninety (90) day trial period.

### **Article 14 – Job Share**

UVMMC and the Union 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 Union.

Members of a job sharing team cannot bid out of this position for at least six (6) months. If one member of the job sharing team leaves the position for any reason, at any time, the other team member will make every attempt to cover the schedule for up to thirty (30) days, during which time they may either: (a) find a replacement for the departed bargaining unit employee; (b) bid on an available part-time position; or (c) choose to fill the full position.

### **Article 15 – Job Security**

#### **A. Job Erosion**

UVMMC agrees not to utilize contracted staff, supervisors and/or other non-unionized UVMMC employees to perform bargaining unit work in such a manner that may result in layoffs or the permanent replacement or reduction of hours for current bargaining unit employees. UVMMC agrees not to utilize supervisors and/or other non-unionized UVMMC employees to perform bargaining unit work in such a manner that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.

#### **B. Job Functions**

UVMMC and the Union recognize the value of the work done by 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 work outside their regular job functions. If required for UVMMC's operational needs, bargaining unit employees agree to perform non-job functions on an as-needed but not regular basis.

#### **C. Work Preference**

Preference for available bargaining unit work shall be given to bargaining unit employees over contracted staff. Bargaining unit work shall not include preference for individual patient assignments or specific work assignments.

#### **D. Temporarily Contracted Staff**

Temporarily contracted staff may be utilized to perform temporary bargaining unit work (i) for covering a leave of absence, (ii) for posted, unfilled vacancies, until a new hire has completed unit orientation, or (iii) for unanticipated staffing fluctuations on a temporary basis not to exceed

91 days. Temporarily contracted staff may be renewed as long as one of the above criteria remains satisfied. Temporarily contracted staff shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions. Prior to utilizing temporarily contracted staff for any of the above criteria, UVMMC will offer a temporary assignment to any qualified per diem or part-time employee pursuant to Article, "Differentials."

E. Subcontracting

Prior to contracting out services on a non-temporary basis in compliance with this Agreement, UVMMC will normally provide the Union with at least sixty (60) days' notice of its intent to contract out (except in situations where there is an urgent business need, in which case notice will be provided as soon as reasonably practicable). Such notice shall be in writing. Upon request by the Union, UVMMC will meet and discuss with the Union the proposed subcontracting decision. The Union may present alternatives to the contracting and, as part of the discussions, show how bargaining unit members could perform the work as economically as the proposed contractor. UVMMC retains the right and sole discretion to make the final decision as to whether to go forward with the subcontracting but shall consider the Union's input in good faith.

**Article 16 – Layoff/Furlough/Reduction in Hours**

A. Decision to Effect -- Layoff, Furlough, or Reduced Hours

1. UVMMC recognizes that layoffs, furloughs, or reduction in hours have a significant impact on employees. Accordingly, UVMMC will exercise its right to layoff, furlough, or reduce bargaining unit employee hours only where there are no other reasonable alternatives, and UVMMC may only furlough or reduce bargaining unit employee hours upon a State or federally declared emergency, in the event of other emergent circumstances that cease or significantly limit UVMMC's normal business operations, or with the mutual agreement of the Union.
2. For purposes of this article, a layoff is a full separation of employment or permanent reduction in hours. A furlough is a temporary reduction in hours or a temporary elimination of hours while the employee retains their employment status, benefits and seniority, together with an actual or anticipated return to work date.
3. Furloughed employees may use accrued CTO during their furlough, but shall not be required to use any CTO. CTO may also be used to cover the employee's benefits costs. If CTO is not available, or if the employee chooses not to use it, the employee will make arrangements with UVMMC to repay the amount when the employee returns to work.
4. Furloughs shall not exceed twelve weeks, unless agreed to by the employee, or every employee in the same job classification in the same cost center has had a twelve-week furlough, while maintaining necessary skill and ability.

5. In cases where UVMMC is requesting a return from furlough prior to the employee's recall date, the following will occur:
  - a. UVMMC shall first ask for volunteers. Volunteers must respond within 48 hours, and will be selected in order of seniority (most to least).
  - b. If no one agrees to return sooner than their return date, UVMMC may request the least senior person to return to work within fourteen (14) calendar days from the request. Employees with extenuating circumstances (like employees who are on travel assignment, are out of the country, have child care needs, or other similar circumstances) may discuss other options with their leader. No employee will be unreasonably denied additional time to return to work. The article in this agreement on Recall does not apply to furloughs.
6. In cases where circumstances necessitate a layoff of bargaining unit employees, a furlough, or a reduction of hours, UVMMC shall, except in unforeseen emergency or disaster circumstances, notify the Union in writing a minimum of fifteen (15) calendar days in advance and specify the positions so affected.
7. At the request of the Union, UVMMC shall meet to discuss the layoff, furlough, or the reduction, and explore alternatives.

#### B. Layoffs/Furloughs

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

#### C. Procedure

1. The use of Travel employees in a cost center selected for layoff, furlough, or reduction in hours shall first be discontinued.
2. If there are temporary employees, they will be laid off, furloughed, or have their hours reduced in reverse order of UVMMC Seniority.
3. Then seek relevant/applicable volunteers for layoff, furlough, or reduction in hours. If there are multiple volunteers, selection will be in UVMMC Seniority order (most senior to least senior), and considering skill and ability to meet the patient care needs of the unit. Volunteers shall be eligible for all vacant positions that they are qualified to perform. Employees by cost center may propose a rotation or sharing of temporarily reduced hours and such proposals shall not be unreasonably denied.

4. If there are not enough volunteers then 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, furloughed, or have their hours reduced first.
5. Then bargaining unit employees with a suspension within the previous one (1) year will be selected for layoff, furlough, or reduction in hours first, then bargaining unit employees with a final written warning within the previous one (1) year will be selected. Bargaining unit employees laid off, furloughed, or with reduced hours under this provision will not be eligible for the bumping procedure outlined in Section D. If a bargaining unit employee laid off, furloughed, or with reduced hours under this provision has their suspension or final written warning overturned in the grievance process, the layoff, furlough, or reduction in hours will be rescinded.
6. Bargaining unit employees are selected in the reverse order of UVMMC Seniority. UVMMC may, however, elect not to lay off, furlough, or reduce the hours of 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, furloughed, 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 their 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, furlough, or reduction in hours 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 their 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, furloughs, or reductions 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 or furloughed.

In a layoff, 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. In a furlough, those bargaining unit employees having bumping rights or rights to a vacant position shall exercise such rights within twenty-four (24) 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 or furloughed 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 or furloughed 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 or furloughs.

For the purposes of bumping or filling a vacant position in a layoff, 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. For the purposes of bumping or filling a vacant position in a furlough, a bargaining unit employee shall not be deemed qualified if they would not be able to perform to the level of a Travel nurse after the orientation typically given to a Travel nurse for that unit/department.

**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 UVMHC.

A bargaining unit employee who accepts a recall opportunity to a position with fewer hours or via the bumping procedure 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 final written warning clause in the article on Layoff / Furlough / Reduction in Hours 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 the UVMMC Scrubs 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 their manager to clock out early because of low census, lack of work, or for early release from scheduled training time, the bargaining unit employee may decide whether to use CTO or take time off without pay and will notify their manager/supervisor of their decision. This shall not be considered unexcused time off.

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, breaks/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.
6. Bargaining unit employees who work a night-shift in Phlebotomy (1216) or in the Emergency Department for Registration (5001) may voluntarily work their night-shift without a scheduled unpaid 30-minute meal period (i.e., "straight shifts"). The parties jointly acknowledge this scheduling practice is unique to these cost centers. Existing bargaining unit employees in these cost centers who currently elect to

regularly work straight night-shifts may continue this practice, as long as they are continuously employed in the same cost center. Bargaining unit employees in these cost centers who do not work straight shifts may request to work a straight night-shift and such request shall not be unreasonably denied. Bargaining unit employees who elect to work straight shifts acknowledge they will not receive a scheduled unpaid 30-minute meal period and will receive rest/break periods only as otherwise permitted by this Article. If a bargaining unit employee working a straight shift wishes to modify their schedule to include a scheduled unpaid 30-minute meal period, they will follow the Internal Posting/Shift Schedule Preference process set forth in the Article on Vacancy / Job Posting.

#### D. Schedules

1. Schedules will be posted at least four (4) weeks before the start of a two or four (2 or 4) week schedule. Eight (8) weeks is the maximum number of weeks that can be posted. UVMCC 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.
4. Nothing in this section shall decrease an existing practice in any cost center where bargaining unit employees participate in developing staff schedules, except that no existing practice shall limit the management rights set forth in this agreement.

#### E. Scheduling Practices

Scheduling managers shall make every attempt to schedule staffing to meet the appropriate staffing levels.

When scheduling 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.
3. Any contracted staff will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process.
4. At the discretion of UVMCC, prior to posting the schedule, scheduled overtime shifts will be offered to bargaining unit employees employed in the cost center.

5. The schedule will be posted and will include a posting of the vacant shifts/hours. The schedule will have the date it was posted.
6. Once the schedule is posted, bargaining unit employees in the cost center may sign up for vacant shifts/hours. If the additional shift/hours creates overtime, prior management approval is required.
7. Bargaining unit employees from other costs centers may sign up for vacant shifts/hours. Bargaining unit employees signing up for shifts on other units must have:
  - Demonstrated skill and ability to work on the unit
  - Performed the unit competencies
  - Familiarity with the service and its procedures
8. 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 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. UVMMC will make every attempt to minimize shift rotation.
2. Prior to any shift rotation, UVMMC shall seek volunteers with necessary skill and ability first. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest 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. UVMMC 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 is asked by their manager/supervisor to work beyond their regular shift, and there is not a ten (10) hour time lapse between shifts, the bargaining unit employee shall be given 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. Management 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) shifts: Saturday and Sunday for day and evening staff; Friday, Saturday or Sunday for 10 and 12-hour shift night staff; and Friday and Saturday,

or Saturday and Sunday for 8-hour shift 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 the Article on Staffing Adjustments, UVMMC will make every effort to notify the bargaining unit employee as quickly as possible. If the bargaining unit employee does not receive any notification and shows up for work and is not needed, the bargaining unit employee will be paid two (2) hours at the rate the employee would have been paid.

K. 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 their 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.

L. Flexible Schedules

At the discretion of UVMHC, a cost center may elect to allow employees, with manager/supervisor approval, to flex their working hours within the span of one pay period, such that more than the normal number of hours are worked one day and fewer than the normal number of hours are worked another day, provided the employee does not exceed their normal pay period hours without overtime or other incentive pay approval.

**Article 19 – Scheduling Vacations/CTO**

UVMHC will work collaboratively with the bargaining unit employees in all areas to facilitate each bargaining unit employee's ability to take time off. It is within management's discretion to determine whether the area within which the provisions of this Article apply will be on a location, cost-center, or department basis, or a combination thereof.

UVMHC will provide seniority lists to the management in each area and, upon request by the Union, UVMHC will make available to the Union the current staffing plan in any area with bargaining unit employees.

Each area 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 area shall determine which system to use based on a majority vote. Areas may change the process no more than one time per year. If an election is requested by bargaining unit employees in an area, the Union and UVMHC 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 and, if an area votes to transition to Seniority Sign Up, the transition shall take effect in the Seniority-Sign Up period immediately following the vote.

During the period between the beginning of either rolling or seniority sign up and the posting of a schedule pursuant to article Hours of Work / Staff Schedules, employees shall be permitted to receive approved time off as follows:

1. All areas shall permit at least one (1) bargaining unit employee per day to receive approved time off.
2. In all inpatient, peri-op, and other 24/7 areas, if at least ten (10) committed hours employees from this bargaining unit are scheduled to work a shift, the area shall permit at least one (1) bargaining unit employee from that shift to receive approved time off. This approved time off shall be in addition to that provided under Paragraph 1.
3. In all areas, if at least twenty (20) committed hours employees from this bargaining unit are scheduled to work a shift, the area shall permit at least one (1) bargaining unit employee from that shift to receive approved time off. In all inpatient, peri-op, and other 24/7 areas, this approved time off shall be in addition to that provided under Paragraphs 1

and 2. In all non-24/7 areas, this approved time off shall be in addition to that provide under Paragraph 1.

Employees on an extended leave of absence of at least four (4) consecutive weeks shall not count in the minimum number of bargaining unit employees approved for time off. For the purposes of this Article, an extended leave of absence includes leave taken under this Agreement's articles on Family and Medical Leave, Supplemental Family and Medical Leave, Military Leave, Short Term Leaves of Absence, or any other legally protected leave (e.g., religious accommodation, disability accommodation, etc.).

Employees will not need to find coverage for approved time off before the schedule is posted.

An employee with an approved vacation will not have their vacation denied because of a change in their shift/schedule.

The processes outlined in this article may be done electronically, where the appropriate platform exists.

A. Rolling Sign Up

1. For areas that use rolling sign-up, bargaining unit employees will be able to request vacation/CTO up to six (6) months in advance. Bargaining unit employees may not request more than two (2) weeks of their authorized hours in June, July, and August, except if the employee is approved for an extended leave of absence that permits the use of CTO under this Agreement, they may use more than two (2) weeks of vacation/CTO time during their absence period.
2. No request for time off will be unreasonably denied. Requests will not be altered or removed.
3. Any bargaining unit employee who finds appropriate coverage for their shift may take CTO within the parameters of the provisions of this Agreement on Scheduling. Use of such coverage may be denied when, among other reasons, found coverage will result in an employee working hours for overtime or other premium pay. Use of such coverage will not be denied because of posted holes.

B. Seniority Sign-Up

1. The area's seniority sign-up period will begin September 1st and conclude on October 31st, and bargaining unit employees will be able to request vacation/CTO between January 1st and December 31st of the following year. The procedure for seniority sign up is outlined in subsection 5 of this section B.
2. The manager will review the sign up requests and approved time will be published in the area no later than November 7th. No changes will be made to the original sign-up requests; the records of original sign-up requests must be maintained by the manager.

3. Additional requests may be signed up for on a “first come, first served” basis after approved time is published in the area and until the schedule is taken by the scheduler to create the next schedule.

4. Seniority Sign-Up Procedure

a. The opportunity for Seniority Sign-Up 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. It is the responsibility of each bargaining unit employee to be ready to sign up during the sign-up period.

e. If there are extenuating circumstances that require special consideration, it is recommended that the bargaining unit employee contact their Manager and the Union steward to review available options.

f. In those areas that use a paper CTO request book, the book may not leave the area. A bargaining unit employee may contact another bargaining unit employee to complete the sign up. The person signing the book must initial and date the entry.

5. After the Seniority Sign-Up Procedure

a. After the Seniority Sign-Up Procedure outlined above, bargaining unit employees may request additional vacation/CTO on a “first come, first serve” basis.

b. Additional vacation/CTO may be requested and granted for the calendar year following the Seniority Sign-Up Procedure, and until the scheduler takes these requests to create the schedule.

c. No request for time off will be unreasonably denied. Requests will not be altered or removed.

d. Any bargaining unit employee who finds appropriate coverage for their shift may take CTO within the parameters of the provisions of this Agreement on Scheduling. Use of such coverage may be denied when, among other reasons, found coverage will result in an employee working hours for overtime or other premium pay. 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. Departments are responsible for ensuring patient care needs are met. When possible, bargaining unit employee preference will be taken into account when granting time off during holidays.
2. UVMHC holidays of Thanksgiving Day, December 24, December 25, and January 1 will not be included in the vacation/CTO request process. No bargaining unit employee will be required to work more than two (2) of these holidays in any given year.
3. None of these requirements shall change an existing holiday scheduling practice if there is an agreement in an area between employees and their manager to maintain the current practice.

### **Article 20 – Summer CTO Bonus**

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

1. In bargaining unit cost centers with at least ten (10) bargaining unit FTEs, at least two Summer CTO Bonuses shall be offered. In all other cost centers, at least one Summer CTO Bonus shall be offered. Bargaining unit employees who are interested in being considered for these Summer CTO Bonuses must notify their manager by December 31 of the prior year. Before February 1, managers will inform bargaining unit employees if they will be eligible to participate in these Summer CTO Bonuses.
2. Managers may also offer additional bonuses to bargaining unit employees at their discretion. Managers shall notify staff of additional bonuses at any time between August 1<sup>st</sup> of the prior year and April 15<sup>th</sup>. After offering a bonus, managers will provide bargaining unit employees a signup period of no less than 15 days to express their interest in the program. Managers will inform bargaining unit employees if they will be eligible to participate in the additional bonus within 15 days after the end of the signup period.
3. Participating bargaining unit employees who meet the following requirements will receive a bonus of \$1500. 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.

4. 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. CTO hours taken in compliance with Section 2 above will count as hours worked for purposes of this Section.
5. Per the provisions of this Agreement on Staffing Adjustments, 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.
6. The payment for the bonus will be made in the check following the first full pay period after the program is concluded.
7. Per Diem Summer Bonus. Per diem bargaining unit employees will be eligible for a summer bonus of \$1500 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 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 the provisions of this Agreement on Staffing Adjustments.

Credit for per diem summer bonus hours will run concurrent with credit for any per diem work requirements in this Agreement.

8. Night and/or Weekend Shift Work. Any bargaining unit employee who is participating in the Summer CTO Bonus program will receive an additional \$1000 if they meet all of the relevant above qualifications and a majority (greater than 50%) of their hours worked during the months of June, July, and August are worked on hours eligible for a night or weekend differential, per the schedule set forth in Differentials.

#### **Article 21 – 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 via the Exception Sheet or any other notification procedure established by UVMHC. There shall be no mandatory overtime except in an emergency.

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. UVMC 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 UVMC orientation. All other paid and unpaid hours, including CTO and union time, will be excluded. Worked hours will be recorded in accordance with UVMC policy on overtime pay practices and as required by applicable law.

2. Overtime hours will be paid at a rate of one and one half (1-1/2) times the bargaining unit employee's regular rate. Calculation of the regular rate will include earnings for worked hours, applicable shift differentials, and any other earnings required to be included in the regular rate under the FLSA.

E. Urgent Pay

Urgent pay is specifically designed to provide additional compensation for non-exempt bargaining unit employees who work additional hours when unusual circumstances occur. Eligible bargaining unit employees who work onsite 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. All non-urgent hours worked in any UVMMC position are counted for the purposes of this section.
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 and one-half 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 – SSP Renewal**

The August 21, 2023 agreement between UVMMC and the Union on Scheduling Supplement Pay ("SSP"), which is currently set to expire on September 30, 2023, will be extended through the pay period ending on November 26, 2023.

**Article 22 –Staffing**

High quality patient care and service excellence is the shared goal of UVMMC and the Union. UVMMC and the Union 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 Union agree that patient care should be patient centered, always offering 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 Union 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, if UVMMC and the Union agree that it would be beneficial for a department to have a staffing council or committee to address these issues, UVMMC and the Union will meet to set up the parameters for such a council or committee.

UVMMC shall continue to work with the Union to ensure that written policies, procedures and protocols affecting staffing are reviewed with the Union and are readily available to bargaining unit employees.

Moreover, the parties acknowledge various cost centers have existing Unit Staffing Collaborative (USC) committees, agreed to between the VFNHP and UVMMC. For any USC committee that addresses staffing considerations related to members of this bargaining unit, the Union may select up to two (2) additional representatives for that committee and UVMMC may select up to one (1) additional administrator.

### **Article 23 –Staffing Adjustments**

- A. UVMMC and the Union 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. Where applicable, Resource Department or Ambulatory Resource Pool bargaining unit employees will be assigned;
  - 2. 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.
  - 3. Bargaining unit employees with appropriate skill and ability will be asked to volunteer to work for overtime/premium pay. A cost center may first ask for volunteers among employees who are currently working.
  - 4. Eligible bargaining unit employees with the necessary skill and ability may volunteer to float after considering the needs of the unit to which the volunteer was originally assigned. Such volunteers will receive the "float differential" if they qualify in accordance with the requirements of the Articles on Floating and Differentials. If there is more than one volunteer, the bargaining unit employee with the greatest unit seniority will be chosen.

Existing contracted staff with the appropriate skill and ability will be asked to work additional shifts.

5. Additional contracted staff 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 below priority will be used. In cost centers that schedule staff in multiple locations, the below priority will apply only to the specific location(s) where UVMCC elects to decrease the normal workday and/or workweek. For bargaining unit employees, unless otherwise stated below, cancellation will be by seniority, subject to maintaining staff of necessary skill and ability.
  1. Contracted Staff Reassigned: Contracted staff will be reassigned if a need has been identified and the contracted staff has the necessary skill and ability.
  2. Urgent Shifts Canceled: Bargaining unit employees working urgent pay shifts will be canceled. Prior to being canceled, an employee who is currently working may choose to forego urgent pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below, except that if the employee's new pay category calls for volunteers and there are an insufficient number, the employee may be canceled as if they remained in this pay category.

Employees who do not receive a cancellation notice and show up to work the urgent shift will be paid two (2) hours of courtesy urgent pay.

3. Other Incentive Shifts (if in effect): Bargaining unit employees working any other incentive shift will be canceled. Prior to being canceled, an employee who is currently working may choose to forego incentive pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below, except that if the employee's new pay category calls for volunteers and there are an insufficient number, the employee may be canceled as if they remained in this pay category.

Employees who do not receive a cancellation notice and show up to work the urgent shift will be paid two (2) hours of courtesy incentive pay.

4. Called-In/On-Call and Called-In/Not-On-Call Canceled: Bargaining unit employees working Called-In/On-Call shifts will be canceled, but shall remain on-call. Bargaining unit employees working a Called-In/Not-On-Call shift may be canceled before one working a Called-In/On-Call shift.
5. Extra Shift at OT Canceled: Staff working an extra shift other than scheduled committed hours and who will be paid at the overtime rate during that shift will be canceled.
6. 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 canceling any volunteers per this subsection, the supervisor/manager will offer volunteers the opportunity to complete available work on education, research, training, competencies or other cost center work.
7. 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.
8. Contracted Staff Mandated: Contracted staff will be mandated to take time off.
9. Committed Hours Shift at OT Canceled: Staff working a committed hours shift who are also incurring overtime will be canceled.
10. Extra Shifts Not in OT Canceled: Extra shifts greater than committed hours will be canceled.
11. Per Diem Canceled:
  - a. Per diem bargaining unit employees will be canceled as determined by cost center seniority.
  - b. If a per diem employee is canceled after reporting to work, they will be canceled for the entire shift, but may volunteer to return if needed. If a per diem employee is canceled prior to reporting to work, the hours of cancellation will be determined by management at the time of notification.
12. 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, they 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 mandated time off will be determined by management at the time of the notification. 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, the supervisor/manager will offer employees the opportunity to complete available work on education, research, training, competencies or other cost center work rather than being mandated to take time off.

## Article 24 – Resource and LNA Floating

### A. Resource

1. Bargaining unit employees from the Resource Department or Ambulatory Resource Pool will take a full patient assignment where qualified and assigned.

2. Compensation: All bargaining unit employees who are employed in the Resource

Department or Ambulatory Resource Pool will be paid the differential set forth in the Article on differentials.

3. Resource Department and Ambulatory Resource Pool bargaining unit employees will have the ability to receive orientation and training in units, department, and clinics that utilize their services.

### B. LNA Reassignment and Floating

Bargaining unit employees in the position of Licensed Nurse Assistant (LNA) or Unit Secretary/LNA will not be involuntarily reassigned to a cost center outside of the grouping set forth below that includes their home cost center. If a LNA or Unit Secretary/LNA is involuntarily reassigned to a cost center inside their below grouping, the employee will receive the reassignment differential set forth in the Article on differentials for all hours worked during the reassignment. If a LNA or Unit Secretary/LNA voluntarily agrees to a reassignment in a cost center outside of their below grouping, this will be considered floating and the employee will receive the float differential set forth in the Article on differentials for all hours worked during the float assignment. This Section does not apply to bargaining unit employees from the Resource Department or Ambulatory Resource Pool.

For the purposes of this Section, the cost center groupings are defined as follows:

#### Cardiology:

Miller 3 (1444)

Miller 4 (1405)

#### Critical Care:

MICU (1403)

SICU (2214)

#### Medicine:

Baird 3 (1451)



Baird 4 (1404)

McClure 6 (1453)

Miller 5 (2301)

Surgical/Trauma:

McClure 5 (1501)

Baird 6 (2215)

Miller 6 (2103)

Rehab

Inpatient Rehab (2102)

Maternal/Child:

Birthing Center (2015)

NICU (1808)

Baird 5 (1809)

Baird 7 (2014)

Mental Health/ED:

Inpatient Psychiatry (1600)

ED (1053)

**Article 25 – Wages**

**A. Initial Wage Adjustment and Step Placement**

- a. Effective with the first full payroll period that starts at least 30 business days after ratification of this agreement, the current hourly rate for bargaining unit employees shall increase by the percentage amount identified for their position in the step scale table attached as Appendix A, and the employee shall be placed on the step which is closest to their new rate of pay without any decrease.
- b. Using the new hire criteria set forth in Section C., if initial step placement places a bargaining unit employee below the step corresponding with their total years of experience, the employee shall be placed on the correct step.

1. The Union agrees it is responsible for initiating the step correction process by, within two (2) months after ratification of this agreement, providing the Labor Relations Manager, or their designee, a full list of all bargaining unit employees seeking step correction and a copy of each listed employee's résumé. The list will contain both the bargaining unit employee's step as assigned in Section A. (a.) and the new step sought under Section A. (b.).
2. If the number of bargaining unit employees seeking a step adjustment is 500 or less, UVMMC agrees to complete their review and initiate step corrections on a pay period start date that is no later than two (2) months from the date the union's list is received.
3. If the number of bargaining unit employees seeking a step adjustment between 501 and 1000, UVMMC agrees to complete their review and initiate step corrections on a pay period start date that is no later than four (4) months from the date the union's list is received.
4. If the number of bargaining unit employees seeking a step adjustment is more than 1000, UVMMC agrees to complete their review and initiate step corrections on a pay period start date that is no later than six (6) months from the date the union's list is received.
5. Both UVMMC and the union agree that if either party requests an extension to complete their respective work, such requests will not be unreasonably denied.

**B. Annual Pay Increases for Fiscal Years 2025 and 2026**

- a. Effective with the first full payroll period in FY2025, the hourly rate for all bargaining unit employees shall increase by 5% (including a 3% wage increase and eligibility for a step increase of 2%).
- b. Effective with the first full payroll period in FY2026, the hourly rate for all bargaining unit employees shall increase by 5% (including a 3% wage increase and eligibility for a step increase of 2%).
- c. In any fiscal year, 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 two percent (2%) of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.

**C. 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:

a. Criteria:

1. Each step equals one year of experience
2. Step 1 = < 1 year experience, Step 2 = 1 year experience, Step 3 = 2 years, etc.
3. Criteria Definitions:
  1. All work experience in a position that is the same as the position at UVMCC will count towards experience crediting, including all work experience in a position that requires the same or higher level certification.
  2. Except as otherwise provided herein, 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.
  3. All work experience at UVMCC that is neither the same as nor relevant to the position at UVMCC will receive 25% credit.
  4. 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.
  5. 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.
  6. An individual rehired who has been gone from the organization for more than twelve (12) months will be considered a new hire unless they are recalled from a layoff.

D. 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 they 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 C above. If this causes the employee to lose pay, UVMMC may, in its discretion, place the employee on the higher step.

#### E. Career Ladders

At the request of either the Union 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.

- 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 UVMMC review the situation. Upon such request, UVMMC agrees to review the situation and make adjustments to the existing employee's step placement, if it determines that such adjustments are necessary.

### **Article 26 – Differentials**

- A. 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 bargaining unit employee clocks in between 3:00 p.m. and 11:00 p.m., or if the bargaining unit employee clocks in before 3:00 p.m. and works at least four hours between 3:00 p.m. and 11:00 p.m. Bargaining unit employees in pay grades **[1] and [2]** will be paid an hourly differential of two dollars and thirty cents (\$2.30). Bargaining unit employees in pay grades **[3]** and above will be paid an hourly differential of two dollars and seventy-five cents (\$2.75).

##### 2. Nights

All worked hours between 11:00 p.m. and 7:00 a.m., if the bargaining unit employee clocks in between 11:00 p.m. and 7:00 a.m., or if the bargaining unit employee clocks in before 11:00 p.m. and works at least four hours between 11:00 p.m. and 7:00 a.m. Bargaining unit employees in pay grades **[1] and [2]** will be paid an hourly differential of five dollars (\$5.00). Bargaining unit employees in pay grades **[3]** and above will be paid an hourly differential of six dollars and fifty cents (\$6.50). The appropriate night differential will continue to be paid for hours beyond 7:00 a.m.

##### 3. Weekends

All 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 pay grades

[1] and [2] will be paid an hourly differential of two dollars and seventy-five cents (\$2.75). Bargaining unit employees in pay grades [3] and above will be paid an hourly differential of three dollars and fifty cents (\$3.50).

#### 4. Per Diem

When working as a per diem, bargaining unit employees in pay grades [1] and [2] will be paid an hourly differential of one dollar and fifty cents (\$1.50). Bargaining unit employees in pay grades [3] and above will be paid an hourly differential of two dollars (\$2.00).

#### 5. Resource Department

All bargaining unit employees within the Resource Department will be paid an hourly differential of two dollars and fifty-five (\$2.55) if in pay grades [1] and [2] and three dollars (\$3.00) if in pay grades [3] and above for all hours worked.

#### 6. Floating and Reassignment Differential

All eligible bargaining unit employees who make a commitment to volunteer to float pursuant to the Article on Resource and Floating will be paid an hourly floating differential of two dollars (\$2.00) for all hours worked while floating. All eligible bargaining unit employees who are reassigned pursuant to the Article on Resource and Floating will be paid an hourly reassignment differential of two dollars (\$2.00) for all hours worked while reassigned.

#### 7. Preceptor Differential

Effective 2024, UVMMC shall pay a differential to a bargaining unit employee assigned by UVMMC to act as the assigned preceptor for a new department employee from this bargaining unit during that employee's orientation period or for contracted staff. The differential shall be two dollars (\$2.00) per hour for all hours worked while performing this role. UVMMC will select preceptors based on skill and ability. Employees may be required to attend preceptor training in order to qualify for preceptor pay. If at the time of ratifying this Agreement any bargaining unit employee's job description expressly includes a primary duty of acting as a preceptor or educator, they will be ineligible for the preceptor differential.

#### 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 the Per Diem Article.

## 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.

## 10. 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 27 – 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 page during the assigned on-call period;
4. Restrict personal travel to permit immediate availability;
5. Respond by phone with ten (10) minutes when notified by pager;
6. Arrive within thirty (30) minutes after received the call unless the department specifies a different timeframe on 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 six dollars (\$6.00) per hour. The stipend will be paid even when a bargaining unit employee is called in to the work site.

Bargaining unit employees who are on call for at least one hundred fifty hours in a calendar quarter will be paid a premium of an additional three dollars (\$3.00) per hour, to be paid in the first full pay period following the end of the quarter.

2. If a bargaining unit employee who is scheduled to be on-call is asked to remain at work

immediately following their regular shift, they will be compensated at a rate equal to one and a half (1 ½) 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.

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.
4. Preference for on-call shifts will be given to bargaining unit employees over contracted staff.

#### 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 their 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 unit 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. A predetermined list of employees who are willing to come in on short notice can be established for this purpose. This list will be maintained for the critical need identified in the approved On-Call Management Plan only. It is not intended to compensate employees for routine staffing needs. The employees on the approved list will not be restricted in their movements, nor will they carry a pager. Employees who are called from the list and come in on short notice while not 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.

**Article 28 – Holiday Pay**

In the event that an hourly bargaining unit employee is required to work on any of the following holidays, they will be paid a premium rate of one and one-half (1 1/2) times their 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)

If UVMMC amends this list of holidays on an organization-wide basis, the amended list, including any additional holidays, will be considered incorporated into this Agreement.

- B. Floating Holiday Time Off

UVMMC further honors and respects that its employees represent diverse communities that do not all celebrate the same holidays. In recognition of this, effective 2024 and on January 1 in



each calendar year thereafter, all current full-time bargaining unit employees will receive eight (8) hours of Floating Holiday Time Off and all part-time employees will receive an amount of hours prorated to their FTE status.

Floating Holiday Time Off may be applied to one (1) floating holiday each year which must take place on a date different than the dates of the above-listed holidays. Floating Holiday Time Off may only be used for scheduled time off and must be requested in accordance with the CTO scheduling practices of the employee's cost center. Employees may not use Floating Holiday Time Off for unscheduled time off or low census. Floating Holiday Time Off will be forfeited if not used by December 31.

If an employee is approved for Floating Holiday Time Off and, due to unavoidable hardship is required to work on the day scheduled for Floating Holiday Time Off, the employee will be paid a premium rate of one and one-half (1 1/2) times their regular hourly rate.

Floating Holiday Time Off will be paid at the employee's base hourly rate. Floating Holiday Time Off will not be paid out at separation from employment, cannot be cashed in or sold like CTO, and will not otherwise be treated as CTO. Employees also will not accrue CTO on Floating Holiday Time Off. Floating Holiday Time Off is not 403(b)-eligible and neither the employee nor UVMC will make retirement contributions on these earnings.

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 on 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 29 – 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 paid Bereavement Leave of up to three (3) scheduled workdays if there has been a death in the immediate family.

Immediate family is defined as spouse or 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 partner, or any other relative or co-habitant (designated in advance of death) who was a member of the employee's household. For purposes of this section only, a "partner" is an individual, regardless of gender or

gender identity, with whom the employee resides and shares an emotional commitment and common necessities of life, or to whom the employee is engaged to be married.

Up to three (3) scheduled workdays of paid Bereavement Leave may also be granted at the discretion of the manager for the death of other close family members not listed in this Article.

If time beyond the paid Bereavement Leave provided in this Article is needed, including for related religious or cultural observances, the bargaining unit employee can request additional time using scheduled CTO or excused unpaid time off.

A death in a family or of a close friend can be a stressful, emotional time for the bargaining unit employee. Requests for time off under this section shall not be unreasonably denied.

### **Article 30 – 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 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.

Time off for jury duty is an excused absence and, to the extent any provision of this Agreement or other benefit of employment is contingent on a bargaining unit employee not taking a certain amount of time off from work, time off for jury duty will not be counted for that purpose.

### **Article 31 – 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 or 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 UVMCC for new bargaining unit employees.

#### B. Eligibility

1. UVMCC 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. UVMCC 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. UVMCC 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.

#### D. Off-Site Work On Mandatories

- a. With prior approval for scheduled time from their manager, bargaining unit employees may complete mandatories off-site and such scheduled time will be paid.

## Article 32 – Educational Reimbursement

- A.** Tuition assistance is available to assist bargaining unit employees in their efforts to increase their effectiveness in their current jobs or help them establish eligibility for additional responsibility for positions at UVMCC while helping 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 three thousand two hundred dollars (\$3,200.00) 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 eight hundred dollars (\$1,800.00) 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.
  4. Registration, lab fees, or other fees associated with the course(s) tuition or enrollment are covered under this policy if they are itemized on an invoice from the accredited institution’s business office. Books are not covered under this policy.
- C.** Course Criteria:
1. Course(s) only at an accredited post-secondary institution:
    - a. Job-related courses for which credit is accrued as a non-matriculating student. This must be accompanied by detailed justification from the manager/supervisor as to how the course will enhance their skills in their current position.
    - b. Courses that are required to attain an Associates, Bachelor’s, Master’s or Doctoral level degree or Certificate Programs which earn college credit.
      - 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.
- 2. College Level Examination Program (CLEP) offering credits may be approved. Each exam may count as one course.
- 3. An organizationally sanctioned study program that prepares a bargaining unit employee for national or state recognized certification/licensure exams in their current discipline. The Director of the bargaining unit's Department must approve the program.
- 4. Workshops, seminars and programs with CEU's attached are not reimbursable under the tuition policy.
- 5. Courses must:
  - i) maintain or improve the employee's skills in their present position;
  - ii) directly relate to the attainment of another position in the department to which the employee may reasonably aspire; or
  - i) 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 UVMCC may mutually benefit.

**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 1st - September 30th ). Grades must be received in OD prior to September 25th 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:**

- a.** 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. Career Advancement Programs**

Should UVMMC initiate a new program for career advancement (e.g., Pathway program, paid study, apprenticeship, etc.), the parties agree to meet as soon as practicable to bargain the effects of the program.

**Article 33 – Flexible Benefits**

- A.** UVMMC will provide a flexible benefit plan in accordance with Section 125 of the Internal Revenue Code. Benefit plan descriptions specifically detailing each plan's provisions shall be available to bargaining unit employees. All plan provisions are subject to change, provided that such changes are uniformly applied to all UVMMC employees participating in the changed plan. UVMMC will meet and confer with the Union at least sixty (60) days prior to the implementation of any changes to plan provisions.

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.

The Union 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). UVMMC and Union representatives will meet upon request of either party to discuss medical and dental care cost changes before bargaining unit employee benefit payment rates are established for each calendar year.

- 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 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:

- a. Under age 26, or
- b. Age 26 or over and incapable of self-support because of a mental or physical disability that existed before the child reached age 26.

**D. Group Medical**

UVMMC and the bargaining unit employee will contribute to the full cost of medical coverage plans according to the following schedule:

Employment Status	UVMMC Pays	Employee Pays
Full-Time (72-80 hours)	80%	20%
Part-Time 1 (60-71 hours)	70%	30%
Part-Time 2 (40-59 hours)	60%	40%

**E. Group Dental**

UVMMC and the bargaining unit employee will contribute to the full cost of the dental coverage plan according to the following schedule:

Employment Status	UVMMC Pays	Employee Pays
Full-Time (72-80 hours)	75%	25%
Part-Time 1 (60-71 hours)	65%	35%
Part-Time 2 (40-59 hours)	25%	75%

**F. Group Vision**

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. The parties acknowledge that at the time of ratifying this agreement, the basic life insurance plan in place for all UVMMC employees includes a reduction in coverage to 65% at the age of 70 and 50% at the age of 75.

#### 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:

- Optional Employee Life
- Spouse and child life insurance
- Critical illness insurance
- Voluntary accident insurance

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, but are not limited to, 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. The parties acknowledge that at the time of ratifying this agreement, all UVMMC full-time employees (72-80 hours) receive STD benefits after 6-months of employment and part-time employees (40-71 hours) receive STD benefits after 12-months of employment.

Moreover, UVMMC acknowledges that at the time of ratifying this agreement, STD benefits include, but are not limited to, up to six (6) weeks of birthing leave with pay to a birthing person in the event of vaginal birth, or up to eight (8) weeks in the event



of a c section or birth with complications requiring additional leave. The six (6) or eight (8) weeks of leave provided through this benefit is the maximum amount of paid birthing leave per pregnancy. For example, an employee having twins will not receive twelve (12) weeks of paid birthing leave. Paid birthing leave shall run concurrently with any FMLA leave.

In addition to paid birthing leave provided through STD benefits, at any point within the two (2) weeks prior to a pregnant employee’s due date, the employee may take ante partum leave. The employee may use CTO hours or unpaid time during any waiting period prior to the commencement of STD benefits.

**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. The parties acknowledge that at the time of ratifying this agreement, all full-time and part-time UVMMC employees receive LTD benefits on the first of the month following their date of hire.

L. Service Credits – UVMMC provides service credits as part of the flexible benefit plan 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)**

Annually, full-time bargaining unit employees receive additional paid time off called Flex Time Off (FTO). Eligible employees with less than ten (10) years of service receive eight

(8) hours of FTO and employees with ten (10) or more years of service receive sixteen (16) hours of FTO.

FTO may be used as additional paid time off. FTO may be used for scheduled time off only, and cannot be used for unscheduled time off or low census.

Employees may also elect to sell FTO during open enrollment. If an employee sells FTO, their hourly rate as of January 1 will be multiplied by the hours sold and paid evenly as additional earnings over the course of the calendar year.

Any unused FTO in the last pay period of the year will not rollover to the next year. If an eligible employee moves to a part-time or per-diem status, any unused FTO will be forfeited.

N. Combined Time Off (CTO) Sell

Pursuant to the UVMMC policy on CTO, full-time and part-time bargaining unit employees may elect during open enrollment 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.

O. CTO Cash-In Program

Pursuant to UVMMC policy on CTO, full-time and part-time bargaining unit employees are also eligible to make CTO Cash-In elections during open enrollment 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. The maximum number of CTO hours an employee can cash in is equal to their biweekly authorized hours.

### **Side Letter – Health Insurance Affordability Concerns**

UVMMC acknowledges the affordability concerns surrounding the cost of health insurance offered through third-party carriers. UVMMC, along with its partners across the University of Vermont Health Network (“UVMHN”), has started to review various options to address affordability concerns. Given the complexities of potential changes to Network-wide benefits, UVMMC was unable to offer a proposal on this specific issue during negotiations for this Agreement. UVMMC will continue to review the feasibility of varied options to address affordability concerns, and will establish a joint committee of staff and management to meet on mutually agreeable dates and times, with the first meeting occurring no later than three (3) months after ratification of this Agreement. Participation on the joint committee may include five (5) members selected by UVMMC, one (1) member selected by this bargaining unit, one (1) member selected by the technical bargaining unit, one (1) member selected by the nurses bargaining unit, one (1) member selected by the residents bargaining unit, and one (1) member representing non-bargaining unit staff.

## **Article 34 – Retirement**

**A.** UVMMC will continue to maintain the pension plan 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 UVMMC will meet and confer with the Union at least sixty (60) days prior to changing the benefit. If UVMMC improves 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 UVMMC 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.

**D.** UVMMC will hold a retirement education meeting a minimum of two times per calendar year.

## **Article 35 – 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).
7. CTO accrual shall be as follows:

<b>Tier 1</b>	Auth. Hours Per Pay Period	Estimated Accrual Pay Period	Estimated Accrual Annual-Day	Estimated Accrual Annual-Hourly	Maximum CTO Hours Allowed
<b>208 CTO Accrual Plan</b>	80	7.978	26	208	312
	75	7.479	24	194	291
	72	7.18	23	187	281
<b>0-5 yrs service</b>	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 Hours Allowed
<b>Tier 2</b>	80	9.512	31	248	372
<b>248 CTO Accrual Plan</b>	75	8.918	29	232	348
	72	8.561	28	223	335
	64	7.61	25	198	297
<b>Non-Exempt 5+/-10 yrs service</b>	56	6.659	22	173	260
	48	5.707	19	148	222
	40	4.756	15	124	186

<b>Exempt 0-5 yrs service</b>	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 Hours Allowed
<b>Tier 3 288 CTO Accrual Plan</b>	80	11.047	36	288	432
<b>Non-Exempt 10+ yrs service</b>	75	10.356	34	269	404
	72	9.942	32	258	387
<b>Exempt &gt; 5 years of service</b>	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 canceled 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 UVMC 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 four (4) 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. If UVMC improves the CTO benefits for employees in a VFNHP bargaining unit or 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 36 – 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 UVMC. 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 their 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 LTD insurance carrier.

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 37 – Family and Medical Leave (FMLA)**

#### **A. Eligibility.**

To be eligible for family/medical leave, a bargaining unit employee must have worked at UVMHC 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 in accordance with applicable law. 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, child, 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 onetime 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, child, 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 UVMCC and the Union 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 their manager of the family/medical leave request, if possible, and formally apply for the leave through UVMCC or its designated leave administrator. A bargaining unit employee may also contact their Human Resources Business Partner.
2. UVMCC or its designated leave administrator will notify the bargaining unit employee and the employee’s manager if the request for family/medical leave is approved or denied. If approved, UVMCC will update the employee’s leave status.
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 UVMMC or its designated leave administrator, and their 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 their 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 accordance with applicable law.
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 their medical certification, UVMMC or its designated leave administrator may contact the employee's health care provider for clarification or authentication of the certification.
7. Periodic reports 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 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 UVMMC of their intent to use CTO time. Without such instruction the absence will be recorded as unpaid.
4. Short or Long Term Disability benefits, Extended Sick Bank 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 covered relation 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 birthing parent 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 applicable 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 UVMCC.

#### **I. Benefits:**

1. During an approved family/medical leave, UVMCC will continue paying its portion of the bargaining unit employee's benefit costs. The bargaining unit employee must continue to pay their portion of the applicable benefit cost during the leave. Coverage may be canceled if the bargaining unit employee fails to pay their 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 UVMCC.
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 the provisions in this Agreement on Supplemental Family/Medical Leave.

#### **K. Return to Work:**

1. A bargaining unit employee should contact UVMCC or its designated leave administrator, and their manager 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, UVMCC will update the bargaining unit employee's leave status.
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, they 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 38 – Supplemental Family and Medical Leave**

#### **A. Eligibility:**

To be eligible for supplemental family/medical leave, bargaining unit employees must meet all eligibility requirements under this Agreement's article on 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 this Agreement.

#### **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 initial family/medical leave under this Agreement, 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 UVMC whether to use CTO time. If UVMC 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 applicable 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 UVMC or its designated leave administrator.

**I. Benefit:**

During an approved supplemental family/medical leave, UVMC will continue paying its portion of the benefit cost for bargaining unit employees covered under its medical, dental, vision, reimbursement accounts or life and disability programs. The bargaining unit employee must continue to pay their 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 UVMMC or its designated leave administrator, and their manager 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, they 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 39 – 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 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 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 any one time. The bargaining unit employee should first inform their 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 40 – Military Leave

### A. Eligibility:

Consistent with UVMMC’s applicable policies and 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 their job and entering military service and a reasonable period between their release from service and their return to work.

### B. Notification:

A bargaining unit employee with active reserve commitments must inform their manager of the anticipated period of service as early as it is known and not later than at the time they receive military orders. Bargaining unit employees must comply with the notification requirements in UVMMC’s Leave of Absence for Military Service policy.

### 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.

### D. Benefits:

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 their 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, they 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 UVMHC. 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 their previous position or to another comparable position. The rights and obligations regarding reinstatement are set forth in UVMHC's Leave of Absence for Military Service policy.

**Article 41 – 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 their elected office. To be eligible for re-employment, the

bargaining unit employee must return to work immediately following the completion of their legislative session. A bargaining unit employee who is elected to the General Assembly must notify Human Resources and their 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 UVMMC 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.
7. To the extent any applicable State or federal law requires that UVMMC provide for leaves of absence beyond that set forth in this Agreement, the requirements of that applicable law will be considered part of this Agreement.

#### **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 cost center or department Manager for final approval. Requests will be evaluated based on a number of criteria, including past work performance, seniority, needs of the cost center or department, and the nature of the request. When applicable, the bargaining unit employee must provide proof of participation in a sanctioned program. Requests for a leave of absence will not be unreasonably denied.

#### **C. Benefit Provisions**

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 or life and disability programs. The

bargaining unit employee must continue to pay their 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, they 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 an 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. Return:**

If the bargaining unit employee is unable to return to work within the approved leave time, they must request an extension in writing. Each request will be considered by UVMMC 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 42 – 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 Union 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 Union representative present at 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. UVMMC will provide notice under this Section prior to any applicable meeting, except that the failure to provide prior notice will not preclude UVMMC from proceeding with the meeting, as long as notice is provided during the meeting. If the employee, upon being informed of their right to representation, requests a union steward, the meeting will then be postponed until a steward is available.
- C. A bargaining unit employee shall be informed of the right to have a Union steward or a Union representative present whenever the employee is to be informed of a decision to

issue discipline. In the event no Union 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.

- D. Disciplinary actions involving a final written warning, suspension and termination only are subject to arbitration.
- E. UVMMC will provide the Union with a courtesy copy of written discipline.
- F. Attendance  
UVMMC and all bargaining unit employees will abide by UVMMC's policy on Unscheduled Absence, Attendance and Punctuality.

### **Article 43 – Grievance and Arbitration**

#### **A. Scope and Process**

1. Any disagreement or dispute between the Union and UVMMC 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 Union and UVMMC agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of UVMMC.
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 meeting and the name of the manager(s)/Union Officer(s) to whom it was presented.
2. 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.

### D. Steps

#### Step 1

Verbal grievances filed by the Union shall be presented at a meeting with the grieving bargaining unit employee's immediate supervisor. If the response at Step 1 is unsatisfactory and the aggrieved party intends on pursuing the grievance to Step 2, the grievance must be reduced to writing.

#### Step 2

Written grievances from the Union will be filed with the Labor Relations Manager, or their designee, and presented to the appropriate management representative(s) designated by UVMMC. Written grievances from UVMMC shall be filed with and presented to the Chief Steward or their designee. Written grievances must be filed 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 this agreement of when the grieving party knew or should have known of the occurrence giving rise to the grievance.

The parties will hold a Step 2 meeting on a mutually agreeable date and time that is within fifteen (15) business days following either party's request to schedule this meeting, and any request for an extension will not be unreasonably denied. A written response will be given to the aggrieved party within seven (7) business days following the Step 2 meeting.

UVMMC will pay for time spent by one (1) Union Steward at Step 2 and Step 3 grievance meetings.

#### Step 3

If the response at Step 2 is unsatisfactory, the grievance may be advanced to Step 3. Step 3 requests from the Union will be filed with the Labor Relations Manager, or their designee, and presented to the appropriate leadership representative(s) designated by UVMMC. Step 3

requests from UVMMC will be filed with and presented to the Union President or their designee.

The parties will hold a Step 3 meeting on a mutually agreeable date and time that is within fifteen (15) business days following either party's request to schedule this meeting, and any request for an extension will not be unreasonably denied. A written response will be given to the aggrieved party within seven (7) business days following the Step 2 meeting.

A grievance concerning a termination must be filed initially at Step 3.

#### Step 4

If the response to Step 3 is unsatisfactory, the grievance may be filed for arbitration. Filing for arbitration must occur 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 or, by mutual agreement, the parties may elect to use different procedures or an alternative process for arbitrator selection.

In filing for arbitration, the aggrieved party may not add sections of the Agreement that were allegedly violated or seek a remedy in excess of that which was set forth in the aggrieved party's written presentation at Step 3. 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.

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, which the representatives designated in Steps 1 or 2 lack authority to settle, may be initially filed at the next step.

### **Article 44 – 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 Union 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 UVMMC employees work during the period of this Agreement. UVMMC 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 Union, the Union, acting through all of its officials, within twenty-four (24) hours of a request by UVMMC shall:
  - 1. Publicly disavow such action by the bargaining unit employees.
  - 2. Advise UVMMC in writing that such action by bargaining unit employees has not been called or sanctioned by the Union.
  - 3. Post notices on Union bulletin boards and disseminate electronic notice to bargaining unit employees that the Union disapproves such action and instruct bargaining unit employees to return to work immediately.
- D. UVMMC 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 45 – Personnel Files**

In accordance with UVMMC policy on personnel files, UVMMC shall maintain a Human Resources file on every bargaining unit employee. Bargaining unit employees shall be granted access to any portion of this file that is maintained electronically. To the extent any portion of this file is maintained in hard copy, bargaining unit employees will be able to schedule a mutually convenient time with Human Resources in order to view this portion of their Human Resources file.

Bargaining unit employees may submit a timely response to any performance evaluation or written corrective action they receive, which shall be included in their Human Resources 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 Use, 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 46 – Health and Safety**

A. UVMMC and the Union 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 and related training necessary to perform the duties of the position, including appropriate levels of PPE such as masks, gloves, gowns, scrubs, goggles, lead vests/gowns, and any other proper equipment needed to protect bargaining unit employees as recommended by CDC guidelines or the Vermont Department of Health, or as required by UVMMC policies and procedures, and state and federal law. Bargaining unit employees agree to attend related training.
  6. In the Emergency Department, if the parties mutually agree the equipment is necessary and effective in preventing workplace violence injuries, UVMMC will provide penetration resistant gloves, penetration resistant vests, slash resistant jackets, or any other mutually agreed upon protective equipment.
  7. Bargaining unit employees are responsible for using appropriate safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or in disrepair. UVMMC shall replenish or repair such supplies and equipment when notified. Bargaining unit employees are responsible for taking good care of all safety equipment.
  8. UVMMC will make available patient de-escalation, BLS, and workplace safety training to all bargaining unit employees who request it. An employee who requests to be de-escalation or BLS trained shall complete the training as soon as is reasonably practicable after the request and priority shall be given to those bargaining unit employees who are required to complete the training. The training shall be on paid time.
- 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. In the event any bargaining unit employee believes in their professional opinion they have been given an assignment that is unsafe or that endangers patient care, they will immediately notify their supervisor or designee. The supervisor or designee, which may include the Administrative Nurse Coordinator (ANC), will review the assignment at that time and work with the employee, security personnel, and any other relevant parties to formulate a plan of care that is safe for both bargaining unit employees and the patient.

If the bargaining unit employee disagrees with the plan of care, they may not abandon the patient and will work as directed, but may do so under protest. The bargaining unit employee may complete a "Concern Form" which will be provided by the Union. It will reflect the bargaining unit employee's name, shift, department, supervisor they 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.F.

F. UVMMC shall continue to work with the Union to ensure that written policies, procedures and protocols affecting health and safety are reviewed with the Union, are readily available to bargaining unit employees and updates are brought to the attention of the bargaining unit employees in a timely fashion.

G. UVMMC shall maintain an updated policy on audiovisual capture or recording of patients and employees, which shall include, but will not be limited to, a response process to inappropriate audiovisual capture by patients and visitors. Department specific policies or guidelines regarding audiovisual recording may be more (but not less) restrictive than the UVMMC policy.

H. UVMMC will continue to prioritize staff safety in the Emergency Department. At regular meetings on mutually agreeable dates, UVMMC will collaborate with bargaining unit employees in this Union and the VFNHP on, among other issues, enhanced security presence in the ED and screening of patients for weapons, a safe weapons removal and storage procedure, and personal protective equipment and other safety devices available to bargaining unit employees.

I. UVMMC shall maintain an updated policy on workplace violence, establishing a goal of zero harm to all UVMMC patients, employees, and visitors and zero tolerance for workplace violence. The policy shall include, but will not be limited to, processes for responding to, reporting, and documenting violent or threatening situations.

Additionally, if a bargaining unit employee is a victim of or witness to a workplace violence incident, as defined by UVMMC policy, and the employee requests time off from work to recover from physical or mental injuries caused by the violence, such requests shall not be unreasonably denied. Employees who take time off pursuant to this section will be placed on paid administrative leave for any missed scheduled hours on the day of the employee's injury and, for any time off after the day of the injury, the employee may elect to take the time as scheduled CTO or excused unpaid time.

J. Any provision of this Article may be a topic of discussion before the Labor-Management Committee, whenever requested by either party.

#### **Article 47 – 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 Union 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 Union shall have the right to negotiate all effects retroactive to the implementation.

#### **Article 48 – Parking**

UVMMC shall guarantee free on-site parking at UVMMC facilities, subject to availability, for all bargaining unit employees working at all sites other than Medical Center Campus and 1 South Prospect Street.

UVMMC shall maintain a regular, convenient and free shuttle service to all outlying parking sites serving Medical Center Campus and 1 South Prospect Street. 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.

UVMMC shall continuously assess opportunities to improve the parking experience for all employees.

All bargaining unit employees will be guaranteed free on-site parking, subject to availability, in the ACC garage, the McClure garage, or the south parking lot in the following circumstances:

1. The employee is working an evening, night, or weekend shift;
2. The employee is on-call and called into work;
3. On days the employee is pre-scheduled for on-call immediately following a scheduled shift; or
4. To the extent permitted by UVMMC's policy on carpooling.

To the extent on-site parking is provided under the above circumstances, it is within the discretion of UVMMC to determine which onsite parking garage or lot will be utilized by employees.

Bargaining unit employees who split locations during a single shift between the main campus and an off-campus location shall be guaranteed free on-site parking, subject to availability, at Centennial Fields while working at the main campus.

Bargaining unit employees with fifteen (15) years seniority will have the option to choose preferred parking, subject to availability.

The parties acknowledge the provisions of this Article may be limited in the event of an emergency situation such as a mass casualty.

#### **Article 49 – Labor Management Committee**

The Hospital 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 care at the Hospital, and that, therefore, procedures should be developed whereby the views and recommendations of the bargaining unit employees are sought.

##### **Labor-Management Committee**

A joint Labor-Management Committee shall meet and confer on issues of mutual concern and to facilitate an ongoing collaborative relationship between the parties.

Participation shall be limited to no more than six (6) individuals for each party.

Representatives may designate an alternate for meetings they are unable to attend.

The committee shall meet every month, unless otherwise agreed, at a standing time that the committee members select.

Unless otherwise mutually agreed, each meeting shall last no more than ninety (90) minutes and shall be considered work time.

Items for the agenda for each meeting shall be prepared in advance and sent to the co-chairs of the committee, who will finalize the agenda and send out to all members of the committee at least seven (7) days before the meeting. The Union and Management teams shall each designate one chairperson. The minutes will be jointly approved and forwarded within seven (7) days of each meeting and shall be posted.

Should all three parties agree, any Labor-management meeting may be held jointly with the Labor-Management Committee between UVMMC and the VFNHP.

## **Joint Labor Relations Training**

The parties agree to collaborate together and with the VFNHP on providing joint labor relations training for managers and union stewards on days and times agreed upon by the parties. The goal will be to provide training every 6 months with one session for new manager/stewards and a second session for new and existing managers to discuss specific articles in detail. Prior to such trainings, the parties will work together to develop the content and organize the presentation. Both parties will agree to the content and presentation prior to each session.

## **Article 50 – Clothing**

Subject to the requirements of UVMMC's policies on appropriate workplace appearance, including the requirement that all guidelines on uniforms, safety apparel, or clothing must advance safety and infection control practices, UVMMC acknowledges its commitment to creating a culture that is equitable, diverse and inclusive. Bargaining unit employees are encouraged to dress authentically to themselves while maintaining appropriate workplace appearance and ensuring safety. UVMMC supports employees wearing clothing that affirms their gender identity and gender expression.

If uniforms are required for bargaining unit employees in any department, which includes apparel of distinctive design or color, and are not usable or suitable in other healthcare or business settings, UVMMC will provide reasonable uniforms at no cost to the employee. A department purchasing new uniforms will notify the Union in advance of entering into any purchasing agreement. Prior to entering into the purchasing agreement, at the request of the Union, management and bargaining unit representatives from that department will meet and confer on issues related to uniform selection, including, among other issues, uniform color options, and size and fit.

If a bargaining unit employee is required to wear a uniform and wishes to wear a uniform other than that provided by UVMMC, they may request that their manager/supervisor approve of an alternative option. The requested alternative option must comply with UVMMC's policies on appropriate workplace appearance and, if approved by the manager/supervisor, the uniform will be provided and paid for by the bargaining unit employee. Requests for alternative options that comply with the requirements of this Article will not be unreasonably denied.

Bargaining unit employees may be required to clean and maintain uniforms consistent with current practice.

At the request of the Union, upon the declaration of a pandemic or as soon as is reasonably practicable thereafter, UVMMC shall meet with the Union to review UVMMC's policies, procedures and protocols for providing bargaining unit employees with any personal protective equipment (PPE) or clothing necessary to properly maintain patient and staff safety.

**Article 51 – Maintenance of Standards**

UVMMC and the Union 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 ten (10) business days of notice to either party of the issue not covered and the party’s intention to bargain over the matter.

**Article 52 – Separability**

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 53 – Duration of Contract**

This agreement shall become effective on the 2<sup>nd</sup> day of October 2023, and shall terminate at 12:01 a.m. on July 31, 2026. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least 15 days after ratification, whichever is later.

\_\_\_\_\_  
For Support Staff United, AFT-Vermont

\_\_\_\_\_  
Date

\_\_\_\_\_  
For The University of Vermont Medical Center

\_\_\_\_\_  
Date

**APPENDIX A: Classifications List:**

ACC Circle Entrance Assistant	IP Rehab Therapy Aide	Phlebotomist
ACC Lobby Coordinator	IP Rehab Therapy Aide DL	Phlebotomist II
Admin Assistant	IP Rehab Therapy Aide Sr	Phlebotomist Lead
Admin/Financial Assistant	Lab Assistant I	Phlebotomy Operations Coordinator
Anesthesiology Scheduling Coordinator	Lab Assistant II	PHSO Resource Partner
Audiology Assistant	Lab Assistant Lead	Prep Cook
Breast Imaging Liaison	Lab Customer Service Rep	Printer
Call Center Lead	Lab Customer Service Rep Sr	PSS Emergency Response Orderly
Call Center Representative	Licensed Nurse Assistant	Radiology Compliance Specialist
CHI Assistant	Licensed Nurse Assistant – Advanced	Radiology Medical Assistant
Clerical Assistant	Line Chef	Radiology Medical Assistant II
Clin Office Assistant	Mail Clerk Lead	Radiology Medical Assistant Lead
Clinical Care Assoc/Rad Tech	Material Handler	Receiver
Clinical Care Associate	Material Handler – No DL	Rehab Support Specialist
Clinical Care Associate Lead	Med Asst Ld Radiology Breast	Rehab Therapy Aide
Clinical Patient Safety Attendant	Medical Assistant I	Research Nutrition Aide II

Customer Service Rep PFS I	Medical Assistant II	Respiratory Para Professional
Customer Service Rep PFS II	Medical Assistant Lead	Scheduling Administrator
Customer Service Rep PFS III	Medical Assistant/Radiology Tech	Scheduling Specialist
Customer Service Specialist	Medical Interpreter	Scheduling Specialist Coord
Dental Assistant	Nurse Assistant Trainee	Scheduling Specialist II
Dental Assistant (w. x-ray endorsement)	Nutrition Care Rep	Scheduling Specialist III
Dental Assistant Certified	Operations Support Specialist	Scheduling Specialist Senior
Dental Assistant Expanded Function	OR Scheduling-Charge Posting Coordinator	Senior Code Alert Operator
Department Assistant	Orderly	Staff Assistant
Distribution Shift Coordinator	Orthopaedic Technologist	Staffing Office Specialist
Entrance & Parking Assistant	Orthopaedic Technologist Lead	Surgical COA
Envir Svcs Worker II	Patient & Family Ambassador	Surgical Room Specialist I
Envir Svcs Worker III	Patient Access Coordinator	Surgical Room Specialist II
Equipment and Supply Coordinator	Patient Access Navigator	Therapy Support Specialist
Food Service Worker II	Patient Access Navigator ED	Trauma Registrar
GCRC Support Partner	Patient Access Specialist	Unit Secretary
Guest Experience Operations Coordinator	Patient Access Specialist ED	Unit Secretary – Exempt



Image Management Associate	Patient Access Specialist I/O/A	Unit Secretary/Labor and Del Asst
Image Management Specialist	Patient Attendant	Unit Secretary/LNA
Intake Coordinator	Patient Service Specialist	Unit Secretary/LNA – Advanced
Inventory Controller	Patient Support Services Lead	Unit Secretary/LNA Trainee
Inventory Technician	PFS Customer Service Support Rep	Unit/Department Scheduler

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