

VFNHP, Technical Bargaining Unit
Tentative Agreement
February 24, 2023

ARTICLE 1 – PREAMBLE

This agreement is made and entered into as of March 1, 20~~23~~¹⁹ by and between The University of Vermont Medical Center (“UVMCC” or the “Employer”) and the Vermont Federation of Nurses and Health Professionals, AFT VT, AFL-CIO Local 5221 (“VFNHP” or the “Union”) the local representing several bargaining units. The terms “bargaining unit employee,” “employee,” and “employees” used in this agreement shall refer to the employees in the bargaining unit set forth in Article 2.

UVMCC and VFNHP recognize that UVMCC’s first responsibility is to provide safe, quality health care to all UVMCC patients. It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to promote and further harmonious and productive labor-management relations, to ensure UVMCC is a great place to work, and to act in a manner to assure mutual respect and dignity.

ARTICLE 2 – RECOGNITION

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

All full-time, regular part-time and per diem technical employees of the University of Vermont Medical Center, who work an average of 4 or more hours per week in a continuous thirteen week period, in the positions listed in the below table and wage chart appended to this agreement, at assigned locations: 111 Colchester Ave., Burlington, VT; 1 So. Prospect St., Burlington, VT; 30 Community Drive, So. Burlington, VT; 62, 67, and 192 Tilley Drive, So. Burlington, VT; 6 San Remo Drive, So. Burlington, VT; 1 Timberlane, So. Burlington, VT; 462 Shelburne Road, So. Burlington, VT; 790 College Parkway, Colchester, VT; 2 Essex Way, Essex Jct., VT; 87 Main St., Essex Jct., VT; 170 Blakely Rd., Colchester, VT; 7 Rathe Road, Colchester, VT; 58 East View Lane, Berlin, VT; 189 Prouty Dr., Newport, VT; 8 Crest Road, St. Albans, VT; 160 Allen St., Rutland, VT; 35 Joy Dr. So. Burlington, VT; 327 Holly Ct., Williston, VT; Malone, NY; and any future address for a UVMMC day surgery center.;

which includes positions in the following job titles:

<u>Non-Imaging Technical Employees</u>	<u>Imaging Technologists</u>
<u>Ambulatory Respiratory Therapist I</u>	<u>3D Imaging Technologist</u>
<u>Ambulatory Respiratory Therapist II</u>	<u>Breast Imaging Clinical Specialist</u>
<u>Ambulatory Respiratory Therapist III</u>	<u>Cardiac Device Technician</u>
<u>Certified Ophthalmic Assistant</u>	<u>Cardiology Technician</u>
<u>Certified Ophthalmic Medical Technologist</u>	<u>Cardiology Technician II</u>
<u>Certified Ophthalmic Technician</u>	<u>CT Technologist</u>
<u>Certified Surgical First Assist</u>	<u>CT Technologist Lead</u>
<u>Certified Surgical Technologist</u>	<u>CT Technologist Senior</u>
<u>CNL Technologist I</u>	<u>CT/NM Imaging Technologist</u>
<u>CNL Technologist II</u>	<u>Imaging Research Technologist</u>
<u>CNL Technologist III</u>	<u>Interventional Radiology Tech Lead</u>
<u>CNL Technologist IV</u>	<u>Interventional Radiology Tech</u>
<u>Critical Care Transport Paramedic I</u>	<u>Interventional Radiology Tech Senior</u>
<u>Critical Care Transport Paramedic II</u>	<u>Lead MRI Technologist</u>
<u>Critical Care Transport Paramedic III</u>	<u>Mammography Lead Technologist</u>
<u>Critical Care Transport Paramedic IV</u>	<u>Mammography Specialist</u>

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<u>CSR Tech I</u>	<u>Mammography Technologist</u>
<u>CSR Tech II</u>	<u>Monitoring Services Coordinator</u>
<u>CSR Tech III</u>	<u>MRI Technologist</u>
<u>CSR Tech IV</u>	<u>MRI Technologist Educator</u>
<u>Emergency Department Tech</u>	<u>MRI Technologist Senior</u>
<u>Emergency Department Tech II</u>	<u>Multi-Modality Technologist</u>
<u>Emergency Department Tech III</u>	<u>Nuclear Med Technologist Sr</u>
<u>Hemodialysis Sr Technician</u>	<u>Nuclear Med Technologist</u>
<u>Hemodialysis Technician</u>	<u>Nuclear Med Technologist - Exempt</u>
<u>Hemodialysis Tech Certified</u>	<u>Radiology Clinical Instructor</u>
<u>Hemodialysis Tech Certified - ESP</u>	<u>Radiology OR Specialty Technologist</u>
HIM Coder Associate	Radiology Research Coordinator
HIM Coder Staff	Radiology Technologist
HIM Coder Sr	Radiology Technologist Lead
Medical Aesthetician	Radiology Technologist Osteoporosis
Ophthalmic Assistant	Radiology Technologist Sr
Ophthalmic Photographer	Sonographer
Professional Coder - Associate	Sonographer Advanced
Professional Coder - Senior	Sonographer Associate
Professional Coder - Staff	Sonographer Lead
PSG Technologist I	Sonographer Senior
PSG Technologist II	
Respiratory Therapist I	
Respiratory Therapist II	
Respiratory Therapist III	
Sleep Center Clinic Tech	
Surgical Technician II	
Transport AEMT	
Transport EMT	
Transport Paramedic	

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~~CNL Technologists; CSR Technicians; Emergency Department Technicians; Hemodialysis Technicians; HIM and Professional Coders; Ophthalmic Assistants; Ophthalmic Photographers; Ophthalmic Technicians; OR Technicians; Transport AEMTs; Transport EMTs; Transport Paramedics; Critical Care Transport Paramedics; PSG Technologists; Sleep Center Clinic Technicians; Ambulatory Respiratory Therapists; and Respiratory Therapists,~~

~~employed by the Employer at assigned locations: 111 Colchester Ave., Burlington, VT; 1 So. Prospect St., Burlington, VT; 30 Community Drive, So. Burlington, VT; 192 Tilley Drive, South Burlington, VT; 62 Tilley Drive, So. Burlington, VT; 1 Timberlane, So. Burlington, VT; 462 Shelburne Road, So. Burlington, VT; 790 College Parkway, Colchester, VT; 87 Main St., Essex Jct., VT; 170 Blakely Rd., Colchester, VT; 7 Rathe Road, Colchester, VT; 58 East View Lane, Berlin, VT; 189 Prouty Dr., Newport, VT; 8 Crest Road, St. Albans, VT; 160 Allen St., Rutland, VT; and 35 Joy Dr. So. Burlington, VT; 327 Holly Ct., Williston, VT; but~~

The bargaining unit excluding-excludes all other employees, confidential employees, casual employees, managerial employees, guards, and supervisors as defined in the Act.

References to VFNHP or President throughout this agreement refer only to the bargaining unit described in this agreement.

ARTICLE 4 -UNION ACCESS

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E. UVMHC will reimburse bargaining unit employees up to a 400 combined total hours per fiscal year at the bargaining unit employee's base pay rate (not including other payments such as differentials) for VFNHP activities related to this bargaining unit ,such as investigation of grievances, training for grievance representation, collective bargaining, and Weingarten representation. in the following amounts: Up to 200 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.

~~400 hours for the duration of this collective bargaining agreement~~

The time must be coded as Union Time for payroll purposes and will not be used to calculate overtime rate. All requests for Union Time must be submitted by the Union to 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 may take unpaid time off to participate in an arbitration related to this agreement. Such requests will not be unreasonably denied.

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ARTICLE 5 – INFORMATION

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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

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ARTICLE 7 – NON-DISCRIMINATION

UVMHC and the VFNHP agree not to harass or discriminate against any bargaining unit employee because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, ancestry, place of birth, age, disability, HIV status, military service or status as a military veteran as defined under applicable law, marital status, political views, protected VFNHP activities/membership, or on any other characteristic protected by law.

UVMHC 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 9 – PER DIEM EMPLOYMENT

A. To be a per diem bargaining unit employee in any Imaging Technologist cost center, Respiratory Therapy, Critical Care Transport, OR, and the Emergency Department, the following minimum scheduled work commitments must be met:

~~1.~~ A minimum of three hundred (300) hours per calendar year. For per diem bargaining unit employees in Imaging Technologist cost centers, Critical Care Transport, OR, and the Emergency Department, up to fifty (50) hours worked per calendar year outside of UVMHC in a position that is the same as or substantially similar to their position at UVMHC may be credited to this commitment.

~~2.1.~~ The total hours must include a minimum of one (1) eight-hour holiday shift per calendar year. For purposes of this article, holidays are identified as Thanksgiving, December 24, Christmas, New Year's, Memorial Day, July 4th and Labor Day.

~~3.2.~~ Per diem bargaining unit employees in the Emergency Department must work a minimum of ninety-six (96) hours of night or weekend shifts per calendar year. These hours are concurrent with the requirement of section 1 and 2.

~~4.~~ Per diem bargaining unit employees in any Imaging Technologist cost center with evening, night, or weekend shifts, with the exception of Breast Imaging and Nuclear Medicine, must work a minimum of sixty four (64) hours of evening, night, or weekend shifts per calendar year. These hours are concurrent with the requirements of section 1 and 2.

For bargaining unit employees who work in multiple cost centers, the requirements of this provision can be met in any combination of cost centers in which the bargaining unit employee holds a per diem position. Hours worked in regularly scheduled special, part-time or full-time positions will not count towards the above work requirements.

All hours worked shall count towards the minimum requirements. Bargaining unit per diem employees who work in units or departments that do not staff on holidays will not have to comply with the requirements in section 2.

A per diem bargaining unit employee will not be subject to corrective action for failure to satisfy the minimum commitments to work for lack of available shifts ~~throughout the year.~~

Prescheduled shifts that are cancelled as a result of Article 20A staffing adjustments will count toward the work requirements outlined in A.1 above.

On call hours will count towards the requirements of this section.

These requirements will be pro-rated during the first calendar year in the per diem position.

At the time of the annual calendar year review, if a per diem employee had a substantial amount of legally protected time away from work in one year that impacted their ability to meet their minimum work commitments, no separation of employment will occur for not reaching the commitments.

B. All bargaining unit per diems:

1. Will be required to attend mandatory in-service education courses and successfully complete department competencies and mandatories. Failure to complete department competencies and/or mandatories by the prescribed due date will result in a cancellation of scheduled hours and corrective action up to, and including, termination.
2. Must maintain knowledge and skills that are consistent with current practice standards, as determined by the manager.
3. Must find coverage if they are not able to work a scheduled shift. In accordance with Article 18, Section L, per diem bargaining unit employees who consistently cancel prescheduled shifts may be subject to disciplinary action.

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

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 \$~~32~~ per hour for all hours worked during the calendar year in addition to all other applicable differentials, including the differentials in Article 23(4).

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

E. Any committed hours employees who requests to become a per diem in the unit they are currently employed in may do so and shall not be unreasonably denied, so long as there is a posted vacancy and the preference card process is followed according to Article 12. Respiratory Therapy, Critical Care Transport, the OR, the Emergency Department, and each Imaging Technologist cost center with at least seven (7) bargaining unit FTEs shall have a minimum of one per diem position per seven (7) FTEs.

ARTICLE 10A – ORIENTATION/TRAINING

1. Each department and/or cost center will collaborate with their manager and/or supervisor to develop their department/cost center orientation/training plan, including provisions for orienting agency employees, new employees and experienced employees.

2. The department/cost center orientation/training plan for each bargaining unit employee will not be extended or shortened by the manager and/or supervisor without discussion with the employee in collaboration with the preceptor, the educator, and/or the employee providing training.

3. Bargaining unit employees undergoing their orientation/training plan shall not be given a full patient assignment independently (without preceptor, educator, and/or employee providing training) unless they are fully oriented to the location of the assignment and have successfully completed training on any competencies required by the assignment.

4. If UVMMC introduces new patient procedures or equipment, all affected bargaining unit employees shall be provided appropriate training prior to the introduction of the new patient procedures or equipment. Affected bargaining unit employees agree to attend training.

5. Cost centers that assign technical bargaining unit employees to precept new bargaining unit employees or Traveler/Agency staff may establish a preceptor training program. In those cost centers with an established preceptor training program, bargaining unit employees agree they will attend the training at their manager's request. Hours spent in a preceptor training program will be worked hours.

6. At the request of either party, the hiring of an educator in any technical bargaining unit cost center shall be added as a topic for discussion at a meeting of the Staffing Committee established in Article 20.

7. Bargaining unit employees in HIM who are in training (new role, new team, new service) shall not be required to fill in or assist with prior job duties for more than eight (8) weeks. An assignment longer than (8) weeks requires the consent of the bargaining unit employee.

ARTICLE 11 – SENIORITY

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E. Exceptions

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

If a bargaining unit Imaging ~~If a Multi-Modality~~ Technologist ~~their existing~~ regularly provides services in two or more modalities and transfers to a position in a cost center that provides the service of one of their modalities, their Cost Center Seniority date shall be the date on which they started providing services in the modality of that cost center.

Bargaining unit Imaging Technologists working in Diagnostic Outpatient Radiology, who previously worked in the now-dissolved orthopedic center, shall retain their Cost Center Seniority as if they had been working in Diagnostic Outpatient Radiology.

ARTICLE 15 – WORK PREFERENCE

Preference for available bargaining unit work shall be given to bargaining unit employees over AgencyAgency/Travel employees. Bargaining unit work shall not include preference for individual patient assignments or specific work assignments. AgencyAgency/Travel employees may be utilized (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. AgencyAgency/Travel contracts may be renewed as long as one of the above criteria remains satisfied. AgencyAgency/Travel employees shall not be used to eliminate bargaining unit positions, or to permanently replace or reduce the hours of bargaining unit positions. Prior to utilizing an AgencyAgency/Travel employee for any of the above criteria, UVMHC will offer a temporary assignment to any qualified per diem or part-time employee pursuant to Article 23.

ARTICLE 16 ~~---~~ LAYOFF / FURLOUGH / REDUCTION IN HOURS

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

1. UVMHC recognizes that layoffs, furloughs, or reduction in hours have a significant impact on employees. Accordingly, UVMHC will exercise its right to layoff, furlough, or reduce bargaining unit employee hours only where there are no other reasonable alternatives, and UVMHC 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 UVMHC's normal business operations, or with the mutual agreement of the Union.

1.2. 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.

2.3. 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 UVMHC to repay the amount when the employee returns to work.

3.4. 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.

4.5. In cases where UVMHC is requesting a return from furlough prior to the employee's recall date, the following will occur:

- a. UVMHC 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, UVMHC 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. Article 17 on Recall does not apply to furloughs.

~~5-6.~~ In cases where circumstances necessitate a layoff of bargaining unit employees, a furlough, or a reduction of hours, UVMC shall, except in unforeseen emergency or disaster circumstances, notify the VFNHP in writing a minimum of fifteen (15) calendar days in advance and specify the positions so affected.

~~6-7.~~ At the request of the VFNHP, UVMC shall meet to discuss the layoff, furlough, ~~and~~ or the reduction, and explore alternatives.

B. Layoffs/Furloughs

UVMC 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 UVMC Seniority, in accordance with the procedure below. If two (2) or more bargaining unit employees have exactly the same UVMC Seniority, the selection shall be made using the UVMC 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 Agency Travel employees in a cost center selected for layoff, furlough, or reduction in hours shall first be discontinued. (See Article 15 on Work Preference.)
2. If there are temporary employees, they will be laid off, furloughed, or have their hours reduced in reverse order of UVMC Seniority.
3. Then seek relevant/applicable volunteers for layoff, furlough, or reduction in hours. If there are multiple volunteers, selection will be in UVMC 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. If there are not enough volunteers then,
4. If there are not enough volunteers then ~~A~~all probationary employees (new hires to UVMC not veteran UVMC 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, ~~then,~~
5. Then Bbargaining 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 Article 16.D. If a bargaining unit employee laid off, furloughed, or with reduced hours under this provision has his/her/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 UVMCM Seniority. UVMCM 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 UVMCM seniority in the employee's Department and shift, provided that the following conditions are all satisfied:
 - a. Such individual has a lower UVMCM seniority than the bargaining unit employee exercising her/his/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 UVMCM seniority in their Department and shift) the bargaining unit employee must bump the bargaining unit employee with the least UVMCM seniority in their Department on any shift, provided that the following conditions are all satisfied:
 - a. Such individual has a lower UVMCM seniority than the bargaining unit employee exercising his/her/their bumping rights, and
 - b. The bargaining unit employee is qualified for that position.

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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 UVMC 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 UVMC 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 excepts a job in a different department than previously held by that employee, shall remain eligible to take the first posted vacancy in the position they had previously held prior to the layoff. It is understood that it is the obligation of the affected employee to keep track of such openings and to alert the Human Resources Department when a position in their department, with the same number of hours that they previously held, is posted for recruitment.

Bargaining unit employees laid-off per the suspension and final written warning clause in Article 16 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

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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. In the OR, bargaining unit employees with at least two (2) paid breaks/rest periods under Section 1 may combine these breaks/rest periods with their meal period.
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.

~~Existing bargaining unit Imaging Technologists who currently elect to regularly work shifts without a meal period (i.e., “straight shifts”) may continue this practice, as long as they are continuously employed in the same cost center, maintain the same number of committed hours, and work the same schedule. Bargaining unit Imaging Technologists who elect to continue this practice acknowledge they will not receive a scheduled meal period and will receive rest/break periods only as otherwise permitted by this Article.~~

D. Schedules

1. Schedules will be posted at least four (4) weeks before the start of a four (4) week schedule. Eight (8) weeks is the maximum number of weeks that can be posted. 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 Imaging Technologist cost center where bargaining unit employees participate in developing staff schedules, except that no existing practice shall limit the management rights set forth in Article 6 of this agreement.

E. Scheduling Practices

The following priority will be used:

1. Bargaining unit employees with committed hours will be scheduled first.
2. Bargaining unit Per Diems will be offered the ability to pre-schedule shifts/hours according to the skill needs of that cost center for that shift. If two or more bargaining unit Per Diems with the same skill and ability request the same shift/hours, the bargaining unit Per Diem with the most cost center seniority will be given that shift/hours. Bargaining unit Per Diems may fill out an “availability form” to assist the scheduler. (See Article 9 – Per Diem for additional information.) Agency/Travel employees will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process. Agency/Travel employees will be scheduled after Per Diem bargaining unit employees have completed their pre-posting process.
3. The schedule will be posted and will include a posting of the vacant shifts/hours. The schedule will have the date it was posted.
4. Any remaining vacant shifts will be offered to bargaining unit employees employed in the cost center. If the additional shift/hours creates overtime or premium pay, prior management approval is required.
5. Once the schedule is posted, bargaining unit employees from other cost centers may sign up for vacant shifts/hours. Bargaining unit employees signing up for shifts in other cost centers must have:
 - Demonstrated skill and ability to work in the cost center

- Performed the cost center competencies
 - And are familiar with the service and its procedures.
6. Voluntary cost center on-call may be available in cost centers that do not have on-call as a condition of employment as of the effective date of this agreement. Cost center on-call will follow the on-call Article 24 and be voluntary. If a cost center utilizes voluntary on-call, a system will be developed by the cost center to fairly distribute on-call shifts.
- F. Shift Rotation
1. UVMHC will make every attempt to minimize shift rotation.
 2. Prior to any shift rotation, UVMHC shall seek volunteers with necessary skill and ability first. If more than one qualified bargaining unit employee volunteers, selection will be by the bargaining unit employee with the greatest cost center seniority. If nobody volunteers, the least senior qualified bargaining unit employee will be rotated. If the least senior employee is not qualified, the least senior qualified bargaining unit employee will be chosen until the least senior bargaining unit employee is qualified. UVMHC agrees to provide training and education to help all bargaining unit employees become qualified within a reasonable timeframe.
- G. Time Lapse Between Scheduled Shifts
1. There will be a ten (10) hour time lapse between shifts. Less than a ten (10) hour time lapse requires the consent of the bargaining unit employee and the manager.
 2. Two (2) days off will be scheduled following a night rotation. Less than two (2) days off requires consultation with the bargaining unit employee.
 3. When a bargaining unit employee works beyond ~~her/his~~their regular shift due to increased patient care needs, and there is not a ten (10) hour time lapse between shifts, the bargaining unit employee shall be given up to ten (10) hours off from work before being required to come in to work. An employee may request to make up any missed time on the following day's shift within the same pay period as long as it does not incur overtime. The bargaining unit employee may elect to use CTO or approved unpaid time off for the missed scheduled hours. The bargaining unit employee may come in before the expiration of the 10-hour rest period with the consent of both the bargaining unit employee and the manager/supervisor.
- H. Maximum and minimum consecutive shifts

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1. 8 Hour Shifts
 - a. Bargaining unit employees will not be scheduled for work stretches of more than five (5) consecutive days.
 - b. Bargaining unit employees who work fifty-six (56) hours per pay period or more will not be scheduled for work stretches of less than two (2) consecutive days.
 2. Shifts of more than 8 hours
 - a. Bargaining unit employees will not be scheduled for work stretches of more than four (4) consecutive days.
 - b. Bargaining unit employees who work sixty (60) hours per pay period or more will not be scheduled for work stretches of less than two (2) consecutive days.
 3. Bargaining unit employees may consent to work more or fewer shifts. Bargaining unit employees with approved block schedules that do not comply with these requirements do not need re-approval for each schedule. Managers will need eight weeks to implement any changes to block schedules, but managers will attempt to work with the bargaining unit employees to implement changes sooner.
 4. The provisions of this section H do not apply to bargaining unit Per Diems.
 5. Bargaining unit employees will not be required to work more than 12 hours in a row.
- I. Weekends
1. In the cost centers where there is currently a weekend work requirement, the normal weekend work requirement for all full and part-time bargaining unit employees is every other weekend.
 2. A weekend, for purposes of defining a weekend off and/or a weekend worked is defined as two (2) days: Saturday and Sunday for day and evening staff; Friday, Saturday, ~~and-or~~ Sunday for night staff. The weekend work requirement may also be satisfied by working one (1) weekend shift every weekend.
 3. For cost centers where staffing permits, a weekend rotation greater than every other weekend (i.e. every 3rd weekend) is permissible. Bargaining unit employees wishing to work more than their normal weekend rotation will be permitted and not unreasonably denied.

4. Weekend schedules will not be changed without consulting the bargaining unit employee. If weekend schedules have to be changed, UVMHC 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. UVMHC 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. UVMHC 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.
6. Bargaining unit Imaging Technologists who were considered permanently removed from weekend schedules prior to the date of this Agreement shall not be chosen to work a weekend schedule for as long as the employee works in the same cost center.

J. Canceling a scheduled shift

If a bargaining unit employee is not needed to work a scheduled shift, according to the procedure in Article 20A Staffing Adjustments, UVMHC 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. Past Scheduling Practices

1. HIM Coding, Professional Coding, Ophthalmology, Pulmonary, VCH Pulmonary, Renal, and Sleep Center

a. These Departments will continue their current weekend scheduling practices.

b. Changes to the current practices must be approved by both parties, except that HIM Coding and Professional Coding will be allowed to flex their schedule within the week, provided that (i) shift differentials will be paid only if the originally scheduled hours qualified for a shift differential, (ii) flex time does not exceed four (4) hours per week unless otherwise agreed upon in advance by the employee and the manager, and (iii) the employee gives prior notice to his/her supervisor.

2. In HIM Coding (5300), Professional Coding (5807), Computed Axial Tomography (1301), Diagnostic Radiology (1311), Magnetic Resonance (1320), Nuclear

Medicine (1322), and Diagnostic Ultrasound (1342), employees may voluntarily work shifts 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 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 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 Article 12(F).

HIM Coding, Professional Coding, Ophthalmology, Pulmonary, VCH Pulmonary, Renal and Sleep Center, and Diagnostic Ultrasound Scheduling Practices

- ~~1. These Departments will continue their current weekend scheduling practices.~~
- ~~2. Changes to the current practices must be approved by both parties, except that HIM Coding and Professional Coding will be allowed to flex their schedule within the week, provided that (i) shift differentials will be paid only if the originally scheduled hours qualified for a shift differential, (ii) flex time does not exceed four (4) hours per week unless otherwise agreed upon in advance by the employee and the manager, and (iii) the employee gives prior notice to his/her supervisor.~~
- ~~3. HIM and Professional Coders who have the ability to work at home may work at home on an assigned office day if the manager determines that travel to and/or from the office is unsafe because of weather.~~

Side Letter – Arbitration on Permanent Removal From Weekend Schedules

The parties acknowledge that as of the effective date of this Agreement, the Union intends on pursuing arbitration over the language in Section I(6) on permanent removal from weekend scheduling in certain Imaging Technologist cost centers. The parties agree bargaining proposals presented in the course of negotiating this Agreement will not be used as evidence at arbitration.

ARTICLE 18A – SCHEDULING VACATIONS/CTO

The manager in each cost center or department will work collaboratively with the bargaining unit employees in the cost center or department to facilitate each bargaining unit employee's ability to take time off.

The bargaining unit employee and the manager in each cost center must mutually agree upon the seniority list as written and posted. UVMHC will provide the department seniority lists to each cost center. The manager and the unit steward will work together to insure the accuracy of the list.

Each cost center or department will use either the Rolling Sign Up (see Section A below) or the Seniority Sign Up (see section B below). The bargaining unit employees in each cost center or department shall determine which system to use based on a majority vote. Cost centers or departments may change the process no more than one time per year. If an election is requested by bargaining unit employees in a cost center or department, the VFNHP and 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.

During the period between the beginning of either rolling or seniority sign up and the posting of a schedule pursuant to article 18(d), employees shall be permitted to receive approved time off as follows:

- In Transport, one employee per discipline (EMT, paramedic), per day;
- In Respiratory Therapy, two employees per shift.
- In all other cost centers:
 - 24/7 cost centers, at least one employee per shift
 - Non-24/7 cost centers, at least one employee per day
 - Cost centers with 25 or more FTEs, at least one additional employee per day.
- None of these requirements shall decrease existing practice.

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.

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B. Seniority Sign-Up

* * *

6. After the Seniority Sign-Up Procedure

* * *

e. When creating the schedule, designated seniority sign up requests will be guaranteed over first-come, first serve time off requests submitted after the seniority sign up period. For example, if a bargaining unit employee with approved vacation time is unable to take that vacation (e.g., separation of employment, another form of leave, such as family medical or sick, etc.), and such inability is known prior to posting of the schedule, then the next most senior employee who had requested the time during seniority sign up will be able to take that time as vacation.

ARTICLE 18B – SUMMER CTO BONUS

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

1. In technical 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 August 15th of the prior year. Before September 1st, managers will inform bargaining unit employees if they will be eligible to participate in these Summer CTO Bonuses. Managers will determine if it would be beneficial to offer a Summer CTO bonus program to help with summer staffing needs. At any time between August 1st of the prior year and March 15th, m
- 1.2. Managers may offer additional~~the~~ bonuses to bargaining unit employees. ~~The manager will determine how many bonuses will be offered at any time between August 15th of the prior year and April 15th.~~ After offering ~~the~~ an additional bonus, managers will provide bargaining unit employees a signup period of no less than~~least~~ 15 days to express their interest in the program. Managers will inform bargaining unit employees if they will be eligible to participate in the additional bonus ~~program~~ within 15 days after the end of the signup period.
2. Participating bargaining unit employees who meet the following requirements will receive a bonus of \$1500~~1250~~. The bargaining unit employee must:
 - Have been informed by their manager that they are eligible to participate in the summer CTO bonus program;
 - Not take more than two (2) consecutive scheduled shifts as CTO in June, July and August; and
 - Not take more than a total of three (3) days of CTO in June, July and August. The bonus will not be denied as a result of a single absence which does not exceed 4 hours. Use of CTO on July 4 (Independence Day) will not count toward this total.
3. The bonus is based on bargaining unit employees who are authorized to work 72 or more hours per pay period. Bargaining unit employees who are authorized to work less than 72 hours per pay period will have the CTO Bonus payout pro-rated, based on an 80-hour pay period and their authorized hours per pay period as of June 1. CTO hours taken in compliance with Section 2 above will count as hours worked for purposes of this Section.
4. Per Article 20A of this agreement, if a bargaining unit employee is asked to take time off, and that bargaining unit employee is on the Summer CTO bonus program, those lost hours will not be counted against the total CTO taken during these months.

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5. The payment for the bonus will be made in the check following the first full pay period after the program is concluded.
6. Per Diem Summer Bonus. Per diem bargaining unit employees will be eligible for a summer bonus of \$~~1500~~~~1250~~ if they meet all of the following requirements:
 - Indicate a desire to participate in this program to their manager, and the manager confirms there is a need, on or before April 1 of each year.
 - Sign up for shifts before the posted schedule is up (see Article 18. ~~ED~~.2) for at least 416 hours of time during the months of June, July and August.
 - Actually work 416 hours during the months of June, July and August. Credit will be given for any hours not worked because of staffing adjustments made in accordance with Article 20A, Section B.

Credit for per diem summer bonus hours will run concurrent with credit for the per diem requirements in Article 9.

7. 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 Article 23.

ARTICLE 19 – OVERTIME

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F. Urgent Pay

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

1. Per diem bargaining unit employees must have worked at least 24 non-urgent hours in a pay period to be eligible for urgent pay.
2. Any bargaining unit employee who misses scheduled work is not eligible for urgent pay during that same pay period. However, urgent pay will not be denied in any pay period for a single absence which does not exceed four 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.

ARTICLE 20 – STAFFING

High quality patient care and service excellence is the shared goal of UVMHC and VFNHP. UVMHC and VFNHP agree that staffing UVMHC 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 UVMHC.

UVMHC and the VFNHP agree that patient care should be patient centered, always according the patient the highest respect and acknowledging the individual as an informed, discriminating consumer. Care is competent, effective and collaborative. It respects the patient's values, preferences and needs. UVMHC and the VFNHP also agree that department staffing must consider the importance of ensuring that the quality of the employee's work life is appropriate, based on findings where it has been shown that the quality of work life has an impact on the quality of care delivered.

To that end, the Staffing Committee established by the July 10, 2003 Collective Bargaining Agreement with nurses shall be enlarged to include ~~one~~two (~~21~~) representatives from this bargaining unit and ~~one~~two (~~21~~) administrators of employees in this bargaining unit.

In addition, if UVMHC and the VFNHP agree that it would be beneficial for a department to have a council or committee, UVMHC and the VFNHP will meet to set up the parameters for such a council or committee.

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

In the event that any bargaining unit employee believes in ~~her/his~~their professional opinion she/he has been given an assignment that is unsafe, or that in ~~her/his~~their opinion endangers patient care, jeopardizes compliance or compromises professional standards ~~she/het~~they will immediately notify ~~her/his~~their supervisor or designee. The supervisor or designee will review the assignment at that time. If the bargaining unit employee disagrees with the review of the assignment, she or he will work as directed and may do so under protest. She/he may fill out a "Concern Form" which will be provided by the VFNHP. It will reflect the bargaining unit employee's name, shift, department, supervisor she/he submitted the form to, the date and description of the incident, and the supervisor's response. Nothing in this paragraph shall limit the rights of bargaining unit employees under the Healthcare Whistleblower's Protection Act, 21 VSA § 507.

ARTICLE 20A – STAFFING ADJUSTMENTS

* * *

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

1. **Traveler/Agency Employees Float:** Traveler/Agency employees will be floated if a need has been identified and the traveler has the necessary skill and ability.
2. **Urgent Shifts Cancelled:** Bargaining unit employees working urgent pay shifts will be cancelled. 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 cancelled. 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.

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

* * *

ARTICLE 28 – CERTIFICATION

A. Certifications

1. Expenses are not reimbursable by UVMC 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 UVMC for all certifications and recertifications required by UVMC (and not covered under Section A.1 above).
3. Expenses may be reimbursed according to Section C.2 below for certifications and recertifications providing professional enhancement (and not covered under Sections A.1 and A.2 above). The certification must be in the employee's current practice area and approved by the employee's supervisor/manager as a professionally recognized exam.
4. Expenses for any certification fees or costs incurred prior to the date of hire will not be reimbursed by UVMC for new bargaining unit employees.

B. Eligibility

1. UVMC 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. UVMC 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. UVMC 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

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 20B – Unit Staffing Collaboratives

Upon completing the Unit Staffing Collaboratives (USC) Project for Imaging Technologists, at the request of either party, the parties shall meet to negotiate the facilitation of the USC Project in any other specific department or cost center within the technical bargaining unit per the terms of this Article.

The parties agree that the VFNHP and UVMC will develop a partnership so that the VFNHP will become integrated and involved in decisions related to the staffing model of each unit/department. Therefore, the parties agree that they will facilitate the Unit Staffing Collaboratives (USC) Project with the intent of creating a collaborative culture, reducing financial impact and building a systems-wide approach to staffing. If either UVMC or the VFNHP requests a mutually agreed upon neutral facilitator to work with UVMC and the VFNHP to refine the design and implementation of the USC Projects, the costs of the facilitator shared equally between UVMC and VFNHP.

Each unit committee will be staffed by four (4) representatives selected by the bargaining unit members on the unit and two (2) UVMC administrators. For ambulatory committees, a minimum of one (1) administrator with an active license or certification to perform the duties of the bargaining unit must be selected.

The following factors will be considered in each USC Project and the results of the USC Project will be summarized in each final report:

- Unit profile
- Minimum staffing levels
- Analysis of time spent by bargaining unit employees on tasks related to patient care versus non-direct patient care
- The maximum patients or exam type being performed in a department, broken down by shift.
- Analysis and recommendation of acuity process and/or tool
- Analysis and determination for Circulating bargaining unit employees to enable Circulating bargaining unit employees to facilitate meal/break coverage and assist in all critical, procedural and acute care units
- Staffing effectiveness data (see Article 20), including unit specific quality data
- Unit-specific quality data, including unit-based improvement initiatives
- Staffing plan (grid) that includes patient care staffing of bargaining unit employees and ancillary staff where appropriate
- Staffing data, including the unit budget
- Completed studies and issue review of patient and staff safety from independent or UVMC based committees.
- Financial impact of the proposal
- Metrics to be used to measure the effectiveness of the USC Project

The parties agree to act in good faith to ensure all units will have staffing grid plans within 18 months of execution. Units with an existing grid will abide by that until revised or superseded to this process. Areas of focus to be prioritized include units/departments without established staffing plans/guidelines.

The USC Project plan must be completed and submitted to the appropriate UVMVC Vice President and President the VFNHP, or their designees, within three (3) months of completion of project. The manager will make reasonable time available for the committee to work on the written plan. Staffing plans developed under this Article 20B shall require approval by both the appropriate UVMVC Vice President and President of the VFNHP, or their designees. A decision on the memorandum of agreement shall be made within three (3) months of the submission of the final report. A failure to reject the plan or provide specific reasons for the rejection by either party within three (3) months of submission shall be considered acceptance. Where a final USC Project plan is rejected in good faith by either party, the USC committee shall reconvene and submit a new final report within three (3) months. Either party may initiate mediation following the rejection of a report.

During the USC Project plan process, at a time determined by all parties, each unit will create a timeline for implementation of their plan. During the USC Project plan process, at a time determined by the joint facilitator, each unit will perform a “transparency check” from which to gauge the feasibility of the project as planned to date, and make adjustments as deemed necessary by the group (inclusive of UVMVC and the VFNHP). Most current budget and staffing related data will be available for the “transparency check.” Except for extreme circumstances, each USC Project plan will be implemented no later than three (3) months after the implementation date identified in the timeline, subject to approval of the memorandum of agreement.

Each unit upon completion of the process will have its USC Project plan as a side letter to the collective-bargaining agreement. The budgets for each unit will promptly be conformed to the standards and staffing developed in the USC Project plan.

Following the implementation of USC Project plan, the unit committee will continue to meet monthly, unless there is mutual agreement to meet every other month. The committee shall review progress of the staffing grid, submit changes to Staffing Committee for approval, review any Concern Forms filed, and prepare quarterly reports to Staffing Committee.

If a unit experiences changes that necessitate modifications in the USC Project plan, the VFNHP and UVMVC agree to meet and confer about re-opening the USC Project plan process as outlined in this article. Criteria for re-opening a USC Project process:

- Substantial changes in acuity, type of patient, service, or facilities.

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- Significant new evidence related to research used in the USC Project process on staffing models potentially impacting patient outcomes, or significant evidence indicating changes in patient treatments and care.

UVMHC will provide a bulletin board in a public area to showcase the work of the USC Project process. Material for the bulletin board will be provided by the units that most recently have completed a USC Project process or other units as agreed upon by the USC Project process. Materials must be approved by both UVMHC and the VFNHP.

Compliance with agreed-upon USC Project plan is subject to Article 40, Grievance & Arbitration, except that the parties agree to participate in non-binding mediation before proceeding to arbitration.

ARTICLE 21 - FLOATING

The parties agree that in the interest of patient care and the delivery of excellent service, all bargaining unit employees assigned to a particular department are properly trained, oriented, and familiar with the general policies and procedures of that department. UVMHC agrees to restrict the use of floating.

A. Closed Cost Centers or Areas

Bargaining unit employees from the following cost centers or combination of cost centers will not be expected to involuntarily float out of those cost centers or combination of cost centers.

- CNL (1503)
- CSR (6100 and 6109) - subject to Section F, below
- ED (1053)
- HIM Coding (5300)
- Ophthalmology (2231 and 2247)
- MCHV OR (2218)
- MCHV Surgical Procedures (2212)
- FA OR (2201)
- UVM HealthNet Transport (1900) - subject to Section E
- below
- Professional Coding (5807)
- Sleep Center (1508)
- Renal Services (1458)
- Renal Services (1459)
- Renal Services (1460)
- Renal Services (1461)
- Renal Services (1463)
- Renal Services (1464)
- Respiratory Therapy (1474)
- Pulmonary (1471)
- VCH Pulmonary (1803)
- Pain Management (1104)
- Computed Axial Tomography (1301)
- Diagnostic Radiology (1311)
- Magnetic Resonance (1320)
- Nuclear Medicine (1322)
- Diagnostic Outpatient Radiology (1333)
- Breast Imaging (1334)
- Diagnostic Ultrasound (1342)
- Interventional Radiology (1345)
- Endocrinology (1416)

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- Cardiology Non-Invasive (1446)
- MFMS/VPC (Women's) (2018)
- Vascular Surgery (2242)
- Pelvic Medicine and Reconstructive Surgery (2269)
- Dermatology

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G. Imaging Technologists

This article shall not apply to prohibit UVMHC from scheduling Diagnostic Imaging/CT Radiology Technologists to work in any cost center that provides the service of one of their modalities.

~~This article shall not apply to prohibit UVMHC from scheduling Imaging Tech Multi-Modality Technologists to work in any cost center that provides the service of one of their modalities.~~

ARTICLE 22 – WAGES

A. ~~Pay for Fiscal Years 2020-2022~~

Effective with the first full payroll period that starts at least 157 calendar days after ratification, bargaining unit employees ~~in the positions listed in the below table~~ shall ~~initially~~ receive the wage rate set forth in the appended table corresponding with their position and step. ~~following pay increases:~~

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

B. Annual Pay Increases for Fiscal Years 2024-2026~~2020-2022~~

1. Effective with the first full payroll period in FY2024, all bargaining unit employees shall receive a 4% wage increase and eligibility for a step increase of 2%.
 2. Effective with the first full payroll period in FY2025, Step 23 will be added to the step scale and bargaining unit employees in steps 1 to 22 shall receive a 3% wage increase and eligibility for a step increase of 2%.
 3. Effective with the first full payroll period in FY2026, Step 24 will be added to the step scale and bargaining unit employees in steps 1 to 23 shall receive a 3% wage increase and eligibility for a step increase of 2%.
 4. 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 2% of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.
-
- ~~1. Effective with the first full payroll period in FY2020, all bargaining unit employees shall receive a 1% wage increase and eligibility for a step increase of 2%. All bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to 2% of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.~~
 - ~~2. Effective with the first full payroll period in FY2021, bargaining unit employees in steps 1 to 21 shall receive a 1% wage increase and eligibility for a step increase of 2%. Employees in step 22 shall receive a 2% wage increase and a lump sum bonus equal to 1% of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.~~

~~3. — Effective with the first full payroll period in FY2022, bargaining unit employees in steps 1 to 21 shall receive a 1% wage increase and eligibility for a step increase of 2%. Employees in step 22 shall receive a 2% wage increase and a lump sum bonus equal to 1% of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October. All bargaining unit employees who are not eligible for a step increase because they have reached the maximum step will get a lump sum bonus equal to 2% of the employee's total compensation for the prior fiscal year, payable in the first full payroll period of October.~~

~~4. — Existing bargaining unit employees determined to be below their appropriate step shall be placed on the correct step on or before December 31, 2019.~~

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

Newly hired bargaining unit employees will be placed on an appropriate step based on their years of experience (as calculated below).

For purposes of calculating years of experience, the following shall be used:

(1) Criteria:

- (a) Each step equals one year of experience
- (b) Step 1 = < 1 year experience, Step 2 = 1 year experience, Step 3 = 2 years, etc.

(2) Criteria Definitions:

(a) All work experience in a position that is the same as the position at the University of Vermont Medical Center will count towards experience crediting, including all work experience in a position that requires the same or higher level certification.

(b) Except as otherwise provided in this section B(2), each year of work experience that is not the same but is relevant in clinical content, technical content or operational content as reasonably determined by management will receive 50% credit.

~~(c)~~ Experience credit is determined by adding up all the years and months of experience, provided that such work consisted of an average of at least 20 scheduled hours per week.

(d) Any time less than six months is rounded down, and time equal to or over six months is rounded up. Previous step or salary is not a consideration to step placement.

(e) An individual rehired who has been gone from the organization for more than 12 months will be considered a new hire unless s/he is a recall from a layoff.

(f) HIM Coding will receive 100% credit for experience in professional coding positions.

(g) Professional Coding will receive 100% credit for experience in HIM coding positions.

(h) Paramedics will receive up to five years of credit for any combination of EMT, AEMT, or AEMT-CC experience.

(i) Transport EMT and ED Tech I will receive credit for EMT, AEMT, or AEMT-CC experience consisting of at least an average of 12 to 19 hours per week as follows: one year of credit for each year completed up to 5 years; half a year of credit for each year completed after 5.

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

(k) CSR Tech will receive up to three years credit for CSR Assistant experience.

(l) Ophthalmic Tech will receive up to 50% credit for Ophthalmic Assistant experience.

(m) PSG Tech will receive 75% credit for experience in RT/RN positions.

(n) PSG Tech will receive 75% credit for CNL Tech position, and CNL Tech position will receive 75% credit for PSG Tech position.

(o) Respiratory Therapist will receive 100% credit for Ambulatory Therapist, and Ambulatory Therapist will receive 100% credit for Respiratory Therapist.

(p) Hemodialysis Tech will receive 100% credit for Hemodialysis Tech Trainee experience.

(q) Imaging Technologists will receive 100% credit for experience in technologist positions in Imaging Technologist modalities

* * *

Side Letter – Imaging Technologist Step Adjustment

Per the terms of the side letter incorporating Imaging Technologists into the technical bargaining unit, the step placement for Imaging Technologists included 75% credit for experience in other Imaging Technologist modalities. Within three months after ratification, any Imaging Technologist who believes they would be placed at a higher step if they received 100% credit for other Imaging Technologist modalities shall notify UVMCC by submitting a resume, via email, to UVMCC's manager of labor relations. UVMCC shall have thirty days to review the resume and respond to the Imaging Technologist. Any step adjustment will take effect in the first full pay period following receipt of UVMCC's response.

ARTICLE 23 - DIFFERENTIALS

A. Definitions

~~1. Level A. The following positions are included in Level A:~~

~~CSR Case Cart Coordinator I, II, and III, CSR Instrumentation Specialist I, II and III, CSR Technician I, II, and III, Hemodialysis Sr Technician, Hemodialysis Tech Certified, Hemodialysis Technician, and Ophthalmic Assistant I.~~

~~2. Level B. The following positions are included in Level B: CNL Technologist I, II and III, ED Department Tech I, II and III, HIM Coder, HIM Coder Sr., Ophthalmic Assistant II and III, Ophthalmic Technician Certified, Ophthalmic Technician Sr., OR Technician, Transport AEMT, Critical Care Transport Paramedic I, II, III and IV, Transport Paramedic, Associate Professional Coder, Staff Professional Coder, Senior Professional Coder, PSG Technologist I and II, Sleep Center Clinic Technician, Ambulatory Respiratory Therapist I, II and III, and Respiratory Therapist I, II and III.~~

BA. Hourly bargaining unit employees will receive differential pay in addition to their base rate for all hours worked on evening, night, or weekend shifts.

Shift Definitions:

1. Evenings

All worked hours between 3:00 p.m. and 11:00 p.m., if the shift includes at least four hours between 3:00 p.m. and 11:00 p.m. or the entire shift is within the designated shift time period. Bargaining unit employees ~~in Level A will be paid an hourly differential of one dollar and ninety cents (\$1.90). Bargaining unit employees in Level B will be paid an hourly differential of two dollars and fifty cents (\$2.50).~~ Effective the first full payroll period in FY24, the differential will increase to 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 shift includes at least four hours between 11:00 p.m. and 7:00 a.m., or the entire shift is within the designated shift time period. Bargaining unit employees ~~in Level A will be paid an hourly differential of three dollars and eighty-five cents (\$3.85). Bargaining unit employees in Level B will be paid an hourly differential of five dollars and twenty-five cents (\$5.25).~~ Effective the first full payroll period in FY24, the differential will increase to six dollars and fifty cents (\$6.50).

~~Night Shift Incentive: Bargaining unit Imaging Technologists meeting the eligibility criteria will receive a quarterly bonus of 3.0% of gross wages.~~

3. Weekends

Worked hours between the beginning of the night shift (11:00 p.m.) on Friday and the conclusion of the evening shift (11:00 p.m.) on Sunday, bargaining unit employees ~~in Level A will be paid an hourly differential of two dollars and thirty cents (\$2.30). Bargaining unit employees in Level B will be paid an hourly differential of~~ threetwo dollars and ninety-fivefifty cents (\$3.502.95).

Weekend Shift Incentive: ~~For the duration of this Agreement, B~~ bargaining unit employees in CSR ~~and all Imaging Technologist~~ cost centers meeting the eligibility criteria will receive a quarterly bonus of 3.5% of gross wages. When an evening shift or night shift is worked during the period designated as eligible for weekend differential, both applicable differentials will be paid.

4. Per Diem

When working as a per diem, bargaining unit employees ~~in Level A will be paid an hourly differential of one dollar and fifteen cents (\$1.15). Bargaining unit employees in Level B will be paid an hourly differential of~~ one dollar and sixty cents (\$1.60), or two dollars (\$2.00) for per diem Imaging Technologists.

5. Charge

UVMHC shall pay a charge differential in all Imaging Technologist cost centers, Cost Centers 6100 and 6109 (CSR), Cost Center 1474 (Respiratory Therapy) and Cost Center 1053 (Emergency) to bargaining unit employees who are designated to assume the charge role. A charge differential of \$1.503.00 per hour is paid for all hours worked in the charge role.

6. Floating

All bargaining unit employees who make a commitment to volunteer to float to a different unit and are qualified to do so will be paid an hourly differential of two dollars (\$2.00) for all hours worked while floating, if they work at least four (4) consecutive hours on the other unit.

6.7. Respiratory Therapist Transport

UVMHC has a practice of paying a Respiratory Therapist Transport differential for “external transports” – when a respiratory therapist accompanies a patient in a UVM HealthNet Transport ambulance to or from UVMHC. The differential is 100% of the employee’s base hourly rate of pay. This rate is in effect starting when the transport leaves and ending when it returns. When a therapist does an external transport which extends beyond their scheduled shift and meets the requirements of their overtime rule, they will be paid 1.5 times their “transport” rate of pay.

87. Emergency Vehicle Officer

UVMHC has a practice of paying an Emergency Vehicle Officer differential of \$130 per pay period to an UVM HealthNet Transport employee for performing vehicle maintenance duties.

98. Temporary Assignment Bonus

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

109. 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.

11. Preceptor Differential

Effective the first full payroll period in FY24, UVMHC shall pay a technical bargaining unit employee assigned by UVMHC to act as the assigned preceptor for a new department employee from the technical or nurse bargaining unit during that employee's orientation period or for Traveler/Agency staff. The differential shall be two dollars (\$2.00) per hour for all hours worked while performing this role. This differential will also apply when an employee in the charge role is precepting another employee to take on the charge role. UVMHC will select preceptors based on skill and ability. Employees may be required to attend preceptor training in order to qualify for preceptor pay.

120. Other Differentials

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

ARTICLE 24 - ON-CALL / CALL-IN

A. An hourly bargaining unit employee who is designated as on-call receives the on-call stipend and call-in premium when the policy guidelines are met. Pagers will be made available to bargaining unit employees designated as on-call and is the preferred mode of contact. To receive the on-call stipend and call-in premium compensation, an hourly bargaining unit employee must:

1. Be employed in a department with an approved on-call program;
2. Be officially designated as on-call;
3. Be reachable by telephone or page during the assigned on-call period;
4. Restrict person 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)~~four dollars and fifty cents (\$4.50)~~ per hour. Effective in the first full payroll period in FY24, the amount will increase from \$6.00 to \$7.00. 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 his/her regular shift, she/he 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 Traveler/Agency 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 her/his/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 employee's scheduled shift.

4. Imaging Technologists shall not be scheduled for more than three (3) consecutive on-call periods of sixteen (16) or more hours.

F. Called-In, Not On-Call

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

G. Sleep Rooms

Sleep rooms may be provided, if available, free of charge, for bargaining unit employees

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who are on call.

Side Letter: Temporary Called In-On Call 2X

Through the schedule period ending July 9, 2023, at the time of schedule posting, managers may identify open shifts as Called In-On Call 2X. Managers will notify staff of any shifts designated as Called In-On Call 2X. Any shift designated as Called In-On Call 2X shall be awarded on a first come-first serve basis. Employees scheduled for a shift designated as Called In-On Call 2X will be paid a call-in premium if called in to work of two times the employee's base hourly rate for a minimum of two to a maximum of actual hours worked. This side letter may be reviewed again at the conclusion of the temporary time period and may be extended upon mutual agreement of the parties.

ARTICLE 25 – HOLIDAY PAY

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

A. Hourly bargaining unit employees shall be entitled to premium pay if required to work on any of the following holidays:

January 1 (New Year's Day)
Memorial Day (National)
July 4 (Independence Day)
Labor Day
Thanksgiving Day
December 24
December 25 (Christmas Day)

If UVMHC 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. Departments are responsible for ensuring patient care needs are met. Thus, when possible, bargaining unit employee preference will be taken into account when granting time off during holidays. (See Article 18 Scheduling for more information).

C. Holiday premium pay will be paid for all worked hours between 11:00 pm on the day preceding the holiday through 11:30 p.m. on the day of the holiday. New Year's Day is an exception, with premium pay being paid for all worked hours between 7:00 p.m. on the day preceding the holiday through 7:30 p.m. on the day of the holiday. December 24th and December 25th are also an exception, with premium pay being paid for all hours worked beginning December 24th at 7:00 a.m. through December 26th at 7:30 a.m.

D. There will be no pyramiding of overtime pay.

E. All bargaining unit employees' religious beliefs will be respected by UVMHC and, in accordance with applicable law, UVMHC will make reasonable accommodations to allow any bargaining unit employee to perform or engage in the observance of their religion, including the observance of Religious Holidays in addition to those listed above. Bargaining unit employees may use paid time off as needed for the observance of Religious Holidays.

ARTICLE 28 – CERTIFICATION

* * *

D. Off-Site Work On Mandatories

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 29 – EDUCATIONAL REIMBURSEMENT

A. Tuition Assistance: To assist bargaining unit employees in their efforts to increase their effectiveness in their current jobs and/or help them establish eligibility for additional responsibility for positions at UVMHC by helping them to defray the costs of higher education.

B. Eligibility:

1. Full and part time bargaining unit employees are eligible for tuition reimbursement after six (6) months of service.
2. Bargaining unit employees are eligible to receive standard tuition reimbursement of ~~three thousand two hundred two thousand six hundred~~ dollars (\$~~23,600~~200.00) per fiscal year upon meeting procedural criteria (see “procedures” below). ~~Effective FY2020, this amount shall increase to \$3,200.~~ Reimbursement for part time bargaining unit employees is pro-rated based on paid hours from the preceding twelve (12) months prior to the approval date.
3. Bargaining unit employees who have been employed for more than five (5) years are eligible for additional tuition reimbursement up to one thousand ~~three~~eight hundred ~~fifty~~ dollars (\$1,~~350~~800.00) per fiscal year. ~~Effective FY2020, this amount shall increase to \$1,800.~~ Reimbursement for part time bargaining unit employees is pro-rated based on paid hours from the preceding twelve (12) months prior to the approval date.

C. Course Criteria:

1. Course(s) only at an accredited post-secondary institution:
 - a. Courses that are required to attain an Associates, Bachelor’s, Master’s or Doctoral level degree.
 - i) matriculating students must provide proof of degree enrollment with their application;
 - ii) non-matriculating students may receive coverage for up to 6 courses until they are formally enrolled in a program. The courses must be required for the degree;
 - iii) matriculating students are encouraged to enroll in elective courses that are job-related.
 - b. College Level Examination Program (CLEP) offering credits may be approved. Each exam may count as one course.
 - c. Courses must:

- i) maintain or improve the employee's skills in their present position or
- ii) directly relate to the attainment of another position in the department to which the employee may reasonably aspire or
- iii) provide requisite training for the employee to reasonably expect promotion or transfer to another department or type of work to the end that the employee and UVMCM may mutually benefit

2. An organizationally sanctioned study program that prepares a bargaining unit employee for nationally recognized certification/licensure exams. The Director of the bargaining unit's Department must approve the program.

3. Workshops, seminars and programs with CEU's attached are not reimbursable under the tuition policy.

D. Application Procedures:

1. Applications must be originated by the bargaining unit employee prior to the course start date and the bargaining unit employee must obtain practice supervisor/manager signature approval and Director level signature approval prior to submitting the form to Organizational Development (OD).

2. Notification of approval will occur within two (2) weeks of receipt of all required paperwork.

E. Course Completion/Reimbursement Procedures:

1. A grade of "C" or better and/or "Pass" for undergraduates is required for reimbursement.

2. A grade of "B" or better and/or "Pass" for graduate courses is required for reimbursement.

3. Reimbursement is on a fiscal year basis (October 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:

Any hourly paid bargaining unit employee required by UVMCM to participate in or attend training or educational programs which are held at times other than during a bargaining unit employee's scheduled work hours shall be paid the applicable hourly rate of pay.

G. Continuing Education:

Annually UVMC will budget \$~~10040~~,000 and 450 conference days of eight (8) hours to cover the cost of conferences and training reasonably related to bargaining unit employee's area of practice. The budget items under this section will not be frozen and will be available during the fiscal year. As long as the continuing education funds provided under this Section are available, requests to attend a conference will not be unreasonably denied. If a cost center has unused funds at the end of any fiscal year, the funds may be used to reimburse technical bargaining unit employees for professional society dues or any unused funds will roll-over to the next fiscal year, but must be spent in the subsequent fiscal year.

H. Scholarship Program

UVMC and the VFNHP agree that the retention of bargaining unit employees is an important goal of the parties. The Scholarship Program is intended to support career development at UVMC. Scholarship funds may be used toward the cost of tuition, books, applications and other academic expenses for those pursuing degrees in a related health care field approved through the Allied Health Scholarship Program. ~~Four~~One scholarships will be awarded annually for seven-thousand, two hundred and fifty dollars (\$7,250).

Bargaining unit employees who participate in the Scholarship Program will be required to sign a Work Agreement and agree to the following commitments:

Criteria:

Bargaining unit employees would apply on an annual basis, and all qualified applicants would be reviewed by Organizational Development. The scholarship would be awarded on the following criteria:

- a. Employment by UVMC for one year or more.
- b. Acceptance or ongoing enrollment in an Associate's, Bachelor's, Master' or Doctorate Degree in a related health care field, or Advanced Practice Concentration.
- c. A history of solid job performance.
- d. A completed application with two professional letters of recommendation, one from the bargaining unit employee's immediate supervisor.
- e. Review of a personal written essay.

Recipient Commitments:

Any bargaining unit employee receiving the scholarships would make the following

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commitments:

1. Bargaining unit employees would be required to sign an agreement to work at UVMMC for a minimum of three years following course completion. Should the employee voluntarily terminate employment for any reason other than incapacitating ill health before the three year commitment is met, they would be required to pay UVMMC a prorated portion of the tuition.
2. Bargaining unit employees must be continually enrolled during the scholarship award period, taking a minimum of six credits per semester.
3. Bargaining unit employees would be ineligible for any future scholarship dollars if commitments were not met.
4. Grades of C or better would be required each semester for undergraduate courses and a B or better for graduate courses.
5. Bargaining unit employees would be required to work a minimum of 20 hours per week and would be required to work with their manager for any proposed reduction in hours.

Scholarship Funding:

Scholarship dollars would be determined annually based on the annual fiscal budget review and approval. The scholarship awards will be given to the recipient in two installments, one at the beginning of the fall semester and one at the beginning of the winter/spring semester. Administration of the scholarship funds will be administered by Organizational Development. Applications for the Scholarship dollars would be available from Organizational Development.

ARTICLE 31- RETIREMENT

A. UVMHC will continue to maintain the pension plan in effect and 403(b) retirement plan during the terms of this Agreement, so long as none of the provisions in these plans violate applicable laws or regulations. In the event that any benefit provided under these programs violates applicable law or regulations, the UVMHC will meet and confer with the VFNHP at least sixty (60) days prior to changing the benefit. If the UVMHC improves the pension plan in effect and/or the 403(b) retirement plan for non-bargaining unit employees during the term of the Agreement, such changes shall also be applied to the retirement benefits for bargaining unit employees. UVMHC agrees that there will be no reductions in retirement benefits for bargaining unit employees during the term of this Agreement.

B. Pension Plan

To be eligible for a retirement benefit from the The University of Vermont Medical Center Pension Plan, a bargaining unit employee must have been eligible to receive either an accruing or frozen monthly benefit payment from the former Medical Center Hospital of Vermont (MCHV). This defined benefit plan is currently "frozen" which means that new participants are not permitted to enroll. Bargaining unit employees must be at least age 55 and have a minimum 10 years of service to be eligible to begin receiving their retirement benefits.

C. 403(b) Retirement Plan

1. All full-time, part-time, and per diem bargaining unit employees are eligible to make personal contributions into the 403(b) Retirement Plan as of the effective date of hire.
2. All full-time and part-time bargaining unit employees who are authorized to work at least forty (40) hours per pay period are eligible to receive basic and matching contributions from UVMHC.

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

ARTICLE 43 - HEALTH AND SAFETY

- A. UVMHC and the VFNHP recognize that bargaining unit employees may be exposed to workplace situations that pose risks to health. Consistent with hospital policies and the requirements of state and federal law, UVMHC agrees to protect the health of the bargaining unit employees and provide a safe work environment. To that end, UVMHC 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 UVMHC, 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 UVMHC policies and procedures, and state and federal law. Bargaining unit employees agree to attend related training.
 6. 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. UVMHC shall replenish or repair such supplies and equipment when notified. Bargaining unit employees are responsible for taking good care of all safety equipment.
 - 5.7. UVMHC will make available patient de-escalation and workplace safety training to all bargaining unit employees who request it.
- B. Only bargaining unit employees trained to work with hazardous materials shall do so. UVMHC 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 UVMHC will be required to follow all written UVMHC policies and procedures affecting health and safety.

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

F. UVMHC 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 UVMHC policy.

GF. The VFNHP may select one bargaining unit employee to be a member of the Accident and Injury subcommittee of the Environment of Care Committee.

Side Letter – ED Safety Side Letter

The technical bargaining unit shall be considered a party to the ED Safety Side Letter included in the July 9, 2022 Collective Bargaining Agreement with nurses. Any updates provided or meetings held pursuant to that side letter shall include technical bargaining unit employees. If the Union reopens the side letter pursuant to its provisions, the technical bargaining unit shall be included in any collaboration about the side letter and, if any new side letter is agreed to and includes another option to reopen, that option shall extend equally to the technical bargaining unit.

Side Letter – Staff and Patient Safety in CNL, Diagnostic Ultrasound, and UVM Healthnet Transport

UVMHC and the Union agree to create ad hoc committees in each of these costs centers to address staff or patient safety concerns arising from circumstances where no more than one bargaining unit employee is working a shift. Each committee shall be composed of 2 UVMHC representatives and at least 2 bargaining unit employees selected by the Union from the committee's cost center. The committees will meet at mutually agreeable times and will hold a first meeting within 15 days after the effective date of this Agreement.

ARTICLE 45 – PARKING

UVMHC shall guarantee free on-site parking at UVMHC facilities for all bargaining unit employees working at all sites other than Medical Center Campus and UHC.

UVMHC shall maintain a regular, convenient and free shuttle service to all outlying parking sites serving Medical Center Campus and UHC. A security escort will be provided upon bargaining unit employee request. The parking lot will be physically lit and well maintained, including snow and ice removal.

All bargaining unit employees working evening, night, and weekends who regularly park in remote lots will be guaranteed free on-site parking in the ACC or McClure parking garage while at work with the potential exception of an emergency situation such as a mass casualty.

Bargaining unit Imaging Technologists who split locations during a single shift between the main campus and an off-campus location shall be guaranteed free on-site parking in the ACC or McClure parking garage while working at the main campus.

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

Bargaining unit employees working in the OR, CNL, Respiratory Therapy, ~~or~~ Ophthalmology, inpatient Diagnostic Radiology, MRI, Interventional Radiology, CT, Cardiology Non-Invasive, and Nuclear Medicine will be guaranteed free onsite parking in the ACC or McClure parking garage on the days they are pre-scheduled for on-call immediately following a scheduled shift.

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

Bargaining unit employees registered for carpooling will be permitted to park on-site (Medical Center Campus and UHC), subject to availability and UVMHC's carpooling policy.

UVM HealthNet Transport bargaining unit employees will be permitted to park at the Medical Center Campus consistent with business needs practice.

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ARTICLE 46 - LABOR MANAGEMENT COMMITTEE

UVMHC recognizes that, due to their specialized education and experience, the bargaining unit employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care and service excellence at UVMHC, and that, therefore, procedures should be developed whereby the views and recommendations of the bargaining unit employees are sought.

A joint Labor-Management Committee has been established by UVMHC and the VFNHP under the collective-bargaining agreement for the RNs and LPNs. The VFNHP may appoint up to ~~four~~^{two} members from the bargaining unit covered by this contract to that Labor-Management Committee. UVMHC may appoint up to ~~four~~^{two} managers from departments covered by this contract to that Labor Management Committee. The terms and conditions in the RN and LPN collective-bargaining agreement shall govern the operation of the Labor Management Committee and, to the extent relevant, shall be applicable to the representatives provided for by this Article.

The technical bargaining unit will be included in the joint labor relations training agreed to in the contract for the RNs and LPNs.

ARTICLE 47 – CLOTHING

If uniforms are required for bargaining unit employees, which includes apparel of distinctive design or color, and are not useable or suitable in other healthcare or business settings, The University of Vermont Medical Center provide reasonable uniforms at no cost to the employee. Bargaining unit employees may be required to clean and maintain uniforms consistent with current practice.

Bargaining unit employees who perform transports on a regular basis may request reimbursement of up to \$300 every 3 years to cover the cost of purchasing any apparel approved by their Department.

At the request of the VFNHP, upon the declaration of a pandemic or as soon as is reasonably practicable thereafter, UVMHC shall meet with the VFNHP to review UVMHC'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.

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February 24, 2023

ARTICLE 50 - DURATION OF CONTRACT

This agreement shall become effective on the 1st day of March, 20~~23~~¹⁹, and shall terminate at 12:01 a.m. on ~~March-April 130~~, 20~~62~~. Any economic items shall become effective on the date indicated or on the first full pay period that starts at least 7 days after ratification, whichever is later.

For The University of Vermont Medical Center

Date

For the Vermont Federation of Nurses and Health Professionals
Local 5221

Date

[EXCEPT AS OTHERWISE SET FORTH HEREIN, THE TEXT OF THE IMAGING TECHNOLOGIST SIDE LETTER IS STRICKEN]

~~SIDE LETTER — CNL STAFFING AND THE CNL ON-CALL PROGRAM~~

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

~~SIDE LETTER — 2019 AND 2020 SUMMER CTO BONUSES~~

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

~~SIDE LETTER — ARTICLE 19(F) AND ARTICLE 23(B)(9) EFFECTIVE DATE~~

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

~~SIDE LETTER — CAREER LADDERS~~

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

- ~~• March 2019 to December 2019 — CNL, CSR, OR~~
- ~~• January 2020 to June 2020 — Hemodialysis, Ophthalmology~~
- ~~• July 2020 to December 2020 — HIM Coding and Professional Coding~~

~~Sonography~~

~~Within three (3) months after ratification of this side letter, the parties agree they will begin to meet at a mutually agreeable time to bargain a career ladder for all bargaining unit Imaging Technologists in the following classifications: Sonographer Staff, Sonographer Associate, Sonographer Senior, Sonographer Advisor, Sonographer Staff Clinic, Sonographer Senior Clinic, Cardiac Sonographer, Cardiac Sonographer Senior, and Vascular Tech Registered, employed in the cost centers of Diagnostic Ultrasound (1342), Cardiology Non-Invasive (1446), MFMS/VPC~~

~~(Women's) (2018), and Vascular Surgery (2242). The parties agree to act in good faith towards reaching an agreement on a career ladder for this group of positions and cost centers within six (6) months following their first meeting.~~

~~Radiology~~

~~Within three (3) months after ending negotiations for the Sonography career ladder, the parties agree they will begin to meet at a mutually agreeable time to bargain a career ladder for all bargaining unit Imaging Technologists in the following classifications: 3D Imaging Technologist, CT Technologist, CT Technologist Senior, CT Technologist Lead, CT/NM Imaging Technologist, Imaging Research Technologist, Interventional Radiology Tech, Interventional Radiology Tech Senior, Interventional Radiology Tech Lead, MRI Technologist, MRI Technologist Senior, MRI Technologist Lead, Multi-Modality Technologist, Radiology Clinical Instructor, Radiology OR Specialty Technologist, Radiology Tech, Radiology Tech Senior, Radiology Tech Lead, and Radiology Tech Osteoporosis, employed in the cost centers of Pain Management (1104), Computed Axial Tomography (1301), Diagnostic Radiology (1311), Magnetic Resonance (1320), Radiology Communication (1329), Diagnostic Outpatient Radiology (1333), Interventional Radiology (1345), Endocrinology (1416), and Pelvic Medicine and Reconstructive Surgery (2269). The parties agree to act in good faith towards reaching an agreement on a career ladder for this group of positions and cost centers within six (6) months following their first meeting.~~

~~Breast Imaging, Cardiology, Nuclear Medicine~~

~~WITHIN THREE (3) MONTHS AFTER ENDING NEGOTIATIONS FOR THE RADIOLOGY CAREER LADDER, THE PARTIES AGREE THEY WILL BEGIN TO MEET AT MUTUALLY AGREEABLE TIMES TO BARGAIN CAREER LADDERS FOR ALL BARGAINING UNIT IMAGING TECHNOLOGISTS IN CLASSIFICATIONS NOT LISTED ABOVE, EMPLOYED IN THE COST CENTERS OF BREAST IMAGING (1334), CARDIOLOGY NON-INVASIVE (1446), AND NUCLEAR MEDICINE (1322). THE PARTIES AGREE TO ACT IN GOOD FAITH TOWARDS REACHING AN AGREEMENT ON CAREER LADDERS FOR POSITIONS IN EACH OF THE LISTED COST CENTERS WITHIN NINE (9) MONTHS FOLLOWING THEIR FIRST MEETING.~~

~~SIDE LETTER — ARTICLE 37 EFFECTIVE DATE~~

~~The military pay differential, as set forth in Article 37(C), shall go into effect with the first full payroll period in FY 2020.~~

~~CTO Adjustment~~

~~Due to lack of work directly related to the 2020 cyberattack, 48 CTO hours shall be added to the CTO banks of all eligible bargaining unit Imaging Technologists in the first full payroll period that starts at least fifteen (15) business days after ratification of this side letter. This amount shall be~~

~~prorated for part-time employees. Eligible Imaging Technologists must currently work in a committed hours position and must have previously worked in a committed hours position in an Imaging Technologist cost center between October and December 2020.~~

~~If any eligible Imaging Technologists because of the 2020 cyberattack took off more than 48 hours of CTO or approved unpaid time, or the prorated amount for part-time employees, an employee may submit a written request for further CTO adjustment no later than four (4) weeks after ratification of this side letter. The employee's request must list the dates and hours of all time off for which the employee is seeking further CTO adjustment. Employees shall not receive adjustments for CTO or approved unpaid time used voluntarily for reasons unrelated to the cyberattack, including, but not limited to, pre-approved vacation or personal leaves of absence. Within six (6) weeks after ratification of this side letter, UVMHC shall act to properly adjust CTO banks up to a cap of one hundred and twenty (120) hours or an employee's maximum CTO allowed, whichever is lower, except that if adjustment will result in an employee reaching their maximum CTO allowed then the employee's CTO bank will not be adjusted until after the CTO Cash In period following ratification of this side letter.~~

Radiology Communication

~~Within fifteen (15) business days after ratification of this side letter, any Imaging Technologist working in the Radiology Communication cost center shall transfer to the Computed Axial Tomography cost center and shall retain Cost Center Seniority as if they had been working in Computed Axial Tomography. No other terms or conditions of employment shall be changed for a transferred Imaging Technologist, except as otherwise set forth in this side letter and the existing Tech CBA. For the purpose of correct step placement under this side letter, an Imaging Technologist transferred to Computed Axial Tomography shall receive 100% credit for technologist experience in the Radiology Communication cost center.~~