

## **Article 18 – Hours of Work / Staff Schedule**

*No Change, Sections: A, B, E, H, J, L*

### **C. Meal and Rest/Break Periods**

1. ~~When workload permits, bargaining unit~~ Employees will ~~may~~ receive one (1) consecutive fifteen (15) minute break/rest period for each four (4) consecutive hours of work. Bargaining unit employees will not be paid extra for breaks/rest periods not taken. Breaks/rest periods are considered time worked for payroll purposes. Breaks/rest periods will be coordinated according to cost center needs.

2. If workload permits, and the bargaining unit employee obtains prior approval, break/rest periods may be combined with meal periods or other breaks/rest periods.

3. Meal periods will be thirty (30) minutes without work responsibility. The payroll system will automatically deduct meal periods for bargaining unit employees working at least six and one half (6.5) consecutive hours. Meal times do not count as time worked for payroll purposes. Meal periods will be coordinated **according to cost center needs.**

**OR Techs will receive an hour break which will consist of a half hour unpaid lunch and two 15 minute paid breaks.**

4. If a bargaining unit employee, who elects to have meal period, is required to work through their meal period, the bargaining unit employee will be paid. Bargaining unit employees must inform their manager if they have worked during their meal period. Bargaining unit employees must obtain approval from their manager or designee prior to working through their meal period.

5. Breaks and/or meal times may not be used to report to work late or leave work early.

### **D. Schedules**

1. Schedules will be posted at least four (4) weeks before the start of a four (4) week schedule. Eight (8) weeks is the maximum number of weeks that can be posted. UVMHC 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 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. *agree to Agency/Travel language*

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.
3. There will be a minimum of 48 hours between shift rotation (days to nights or nights to days). Less than 48 hours requires consultation with the bargaining unit employee.

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 **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, without loss of pay or a requirement to use CTO. ~~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.~~
4. Following three consecutive 12-hour shifts, there will be a minimum of 48 hours before the employee's next scheduled shift. Less than 48 hours off requires consultation with the employee.

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. As per past practice, employees who are exempt from weekends retire/quit, the next most senior employee will be exempt from weekends.

#### K. Departmental Scheduling

1. These Departments will continue their current weekend scheduling practices: HIM Coding, Professional Coding, Ophthalmology, Pulmonary, VCH Pulmonary, Renal, Diagnostic Ultrasound, and Sleep Center 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.~~

3 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.

4. In Computed Axial Tomography (1301), Diagnostic Radiology (1311), Magnetic Resonance (1320), Nuclear Medicine (1322), Diagnostic Ultrasound (1342), HIM Coding & PRD Coding may elect to regularly work without a meal period (i.e. "straight shift"). In departments/cost centers that have a straight shift, all employees in that department may choose to work a straight shift. Employees who elect this option acknowledge they will not receive a scheduled meal period.