

Article 18 – Hours of Work / Staff Schedules

C. Meal and Rest/Break Periods

1. When workload permits, bargaining unit employees may receive one (1) consecutive fifteen (15) minute break/rest period for each four (4) consecutive hours of work. Bargaining unit employees will not be paid extra for breaks/rest periods not taken. Breaks/rest periods are considered time worked for payroll purposes. Breaks/rest periods will be coordinated according to cost center needs.
2. If workload permits, and the bargaining unit employee obtains prior approval, break/rest periods may be combined with meal periods or other breaks/rest periods.
3. Meal periods will be thirty (30) minutes without work responsibility. The payroll system will automatically deduct meal periods for bargaining unit employees working at least six and one half (6.5) consecutive hours. Meal times do not count as time worked for payroll purposes. Meal periods will be coordinated according to cost center needs.
4. If a bargaining unit employee is required to work through their meal period, the bargaining unit employee will be paid. Bargaining unit employees must inform their manager if they have worked during their meal period. Bargaining unit employees must obtain approval from their manager or designee prior to working through their meal period.
5. Breaks and/or meal times may not be used to report to work late or leave work early.

~~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. 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 in any Imaging Department cost center where bargaining unit employees participate in creation of shift 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

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, UVMMC will seek volunteers first. If no bargaining unit employee volunteers, the least senior bargaining unit employee based on cost center seniority, will be chosen to change weekends. If the least senior employee is not qualified, the least senior qualified bargaining unit employee will be chosen until the least senior bargaining unit employee is qualified. UVMMC agrees to provide training and education to help all bargaining unit employees become qualified within a reasonable timeframe.
5. Implementation of the Holiday guidelines may require a temporary change of weekend schedules. UVMMC will seek volunteers first. If no bargaining unit employee volunteers, qualified bargaining unit employees will be asked to cover the shift on a rotating basis beginning with the least senior bargaining unit employee based on cost center seniority.
- ~~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, UVMMC will make every effort to notify the bargaining unit employee as quickly as possible. If the bargaining unit employee does not receive any notification and shows up for work and is not needed, the bargaining unit employee will be paid two (2) hours at the rate the employee would have been paid.

K. 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 Computed Axial Tomography (1301), Diagnostic Radiology (1311), Magnetic Resonance (1320), Nuclear Medicine (1322), and Diagnostic Ultrasound (1342).

there is a past practice of employees voluntarily working 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).

3. In Computed Axial Tomography (1301) and Diagnostic Radiology (1311), there is a past practice of certain bargaining unit employees being "permanently removed" from weekend schedules. The parties acknowledge they have come to mutual agreement on a list of those bargaining unit employees who have been "permanently removed" from weekend schedules, and those employees shall not be rotated to a weekend schedule as long as the employee works in the same cost center.

Side Letter - "Straight Shifts" in Coding

For a period of one (1) year following ratification of this Agreement, bargaining unit employees in HIM Coding and Professional Coding may request to work a straight shift per the provisions of Article 18(K)(2). After one (1) year following ratification of this Agreement, bargaining unit employees in HIM Coding and Professional Coding may continue to work and request to work straight shifts only by mutual agreement of the parties. In considering whether to extend this privilege beyond one (1) year, the parties acknowledge that UVMMC may review many other factors, the productivity of those bargaining unit employees in HIM Coding and Professional Coding who worked straight shifts.

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.~~

~~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.~~

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