

Article 9 – Per Diem Employment

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

1. A minimum of two hundred (250)~~three hundred (300)~~ hours per calendar year, or 56 hours per calendar quarter. 100 hours per year or 25 hours per quarter may be fulfilled outside of UVMMC by providing documentation of work/employment and/or studies that pertain to the employee's hospital job description.

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

3. Per diem bargaining unit employees in the Emergency Department must work a minimum of 48~~ninety-six (96)~~ hours of night or weekend shifts per calendar year. These hours are concurrent with the requirements of section 1~~and 2~~.

~~4. Per diem Imaging Technologists working in any 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.~~

5. 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 canceled 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 prorated 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.

Termination of not meeting hourly requirements requires a meeting that includes a union steward.

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.

1. 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.

2. Per diem bargaining unit employees will receive the following hourly differentials in addition to the differentials set forth in Section G.1., for all hours worked.

<u>Holiday hours (see Article 25)</u>	<u>\$5.00 per hour</u>
<u>Night hours (11 pm to 7 am)</u>	<u>\$6.00 per hour</u>
<u>Weekend hours (Fri . 11 pm to Sun . 11 pm)</u>	<u>\$6.00 per hour</u>
<u>Evening hours (3 pm to 11 pm)</u>	<u>\$4.50 per hour</u>
<u>Day hours</u>	<u>\$2.00 per hour</u>

3. In addition to all applicable differentials, per diem employees who work at least 300 night shift hours during a calendar year will be paid an annual lump sum equal to \$3 per hour for all hours worked during the calendar year in addition to all other applicable differentials, including the differentials in Section C.

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. Each cost center shall have a minimum of one per diem position per 5 FTEs.

G. If an employee is working full-time hours as a per diem for four weeks, an employee may request to be moved to full-time committed hours, and that request shall not be unreasonably denied.