

COLLECTIVE BARGAINING AGREEMENT

—between—

SEIU HEALTHCARE WISCONSIN

—and the—

University Of Wisconsin
Hospital & Clinics Authority

July 1, 2010 – June 30, 2014



UWHealth

**University of Wisconsin
Hospital and Clinics**

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Note:

If not stated herein it does not apply to Per Diems.

Note to Readers:

- Underlined text is new language in this Collective Bargaining Agreement.
- Deleted text is not shown in this edition.

Article I—Duration of Agreement

This Article applies to Per Diems

- A. Except as otherwise provided below in C, or in the body of the contract, the terms and conditions of this Agreement shall remain in full force and become effective on July 1, 2010 and shall terminate at 11:59PM on June 30, 2014.
- B. In order to facilitate the negotiation of a successor to this Agreement or this Agreement as amended, the Union and the Employer shall mutually exchange written proposals of proposed revised and additional contract language to each other no later than March 15, 2014. Negotiations shall commence on or about April 1, 2014, unless otherwise mutually agreed to by the Parties. Other notification by or to either party is not required to commence negotiations.
- C. For the last two years of the Agreement, the parties agree to re-open the Agreement on the issues below. Negotiations for this limited wage re-opener shall commence no later than March 15, 2012.
- Article VI, Sections 1, 2, 3, 6, 7 and Appendices
 - Nurse Clinician Advancement Program
- D. With respect to this limited re-opener in Sub (C) only, the parties agree that each retains all legal rights and options related to collective bargaining including, but not limited to, the right to strike, the right to lock out or other rights as determined by law. All other terms and conditions of the contract continue in full force and effect.

Article II—Union Recognition

This Article applies to Per Diems.

Authority Titles and Pay Ranges for Employees in SEIU Healthcare Wisconsin Bargaining Unit

Pay Range 5:

CLASSIFICATION
Therapist

Pay Range 6:

CLASSIFICATION
Nurse Residents
ADN New to Practice Nurses
Intake Nurse, Home Health
Nurse Clinician
Telephone Triage Nurse
Revisit Nurse, Home Health
Primary Nurse, Home Health
Senior Therapist
Entry Clinician - Occupational Therapist
Clinician - Occupational Therapist
Entry Clinician - Physical Therapist
Clinician - Physical Therapist
Dietitian
Nurse Materials Management Trainer

Pay Range 7:

CLASSIFICATION
Nurse Care Team Leader
Clinical Program Coordinator
Admitting Triage Scheduler, Home Health
Advanced Clinician - Occupational Therapist
Advanced Clinician - Physical Therapist

Pay Range 8:

CLASSIFICATION
Expert Clinician - Occupational Therapist
Expert Clinician - Physical Therapist

Pay Range PD:

<i>CLASSIFICATION</i>
<i>Per Diem Nurse Clinician</i>
<i>Per Diem Nurse Clinician, Clinic</i>
<i>Per Diem Nurse Clinician, Home Health</i>
<i>Per Diem Entry Clinician - Occupational Therapist</i>
<i>Per Diem Clinician - Occupational Therapist</i>
<i>Per Diem Advanced Clinician - Occupational Therapist</i>
<i>Per Diem Expert Clinician - Occupational Therapist</i>
<i>Per Diem Entry Clinician - Physical Therapist</i>
<i>Per Diem Clinician - Physical Therapist</i>
<i>Per Diem Advanced Clinician - Physical Therapist</i>
<i>Per Diem Expert Clinician - Physical Therapist</i>

Section 1 Recognition and Union Security

A. The Employer recognizes SEIU Healthcare Wisconsin (herein known as the “Union”) as the exclusive collective bargaining agent for all employees in the following classifications:

Classification	Pay Range
Dietitian	6
Nurses:	
Clinical Program Coordinator	7
Nurse Care Team Leader	7
Admitting Triage Scheduler, Home Health	7
Nurse Materials Management Trainer	6
ADN New to Practice Nurses	6
Nurse Residents	6
Nurse Clinician	6
Primary Nurse, Home Health	6
Revisit Nurse, Home Health	6
Telephone Triage Nurse	6
Intake Nurse, Home Health	6
<i>Per Diem Nurse Clinician</i>	<i>PD</i>
<i>Per Diem Nurse Clinician, Clinic</i>	<i>PD</i>
<i>Per Diem Nurse Clinician, Home Health</i>	<i>PD</i>

Therapists:

Expert Clinician - Occupational Therapist	8
Expert Clinician - Physical Therapist	8
Advanced Clinician - Occupational Therapist	7
Advanced Clinician - Physical Therapist	7
Entry Clinician - Occupational Therapist	6
Clinician - Occupational Therapist	6
Entry Clinician - Physical Therapist	6
Clinician - Physical Therapist	6
Senior Therapist	6
Therapist	5
<i>Per Diem Entry Clinician - Occupational Therapist</i>	<i>PD</i>
<i>Per Diem Clinician - Occupational Therapist</i>	<i>PD</i>
<i>Per Diem Advanced Clinician - Occupational Therapist</i>	<i>PD</i>
<i>Per Diem Expert Clinician - Occupational Therapist</i>	<i>PD</i>
<i>Per Diem Entry Clinician - Physical Therapist</i>	<i>PD</i>
<i>Per Diem Clinician - Physical Therapist</i>	<i>PD</i>
<i>Per Diem Advanced Clinician - Physical Therapist</i>	<i>PD</i>
<i>Per Diem Expert Clinician - Physical Therapist</i>	<i>PD</i>

B. Bargaining unit positions other than those listed above shall be determined by the WERC.

Section 2 Dues and Fair Share Deduction

- A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms presently being provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee’s membership in the Union. The Employer will remit all such deductions to the Union within ten (10) days after the payday covering the pay period of deduction.
- B. Such orders shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office. Such deductions shall be made from the employee’s biweekly pay. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, court ordered garnishment, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be at the appropriate dues rate. At hire the Employer shall assign each employee in the bargaining unit to the appropriate dues rate. Effective November 4, 2001, on a biweekly basis, the Employer shall review the dues rate and reassign employees to the appropriate dues rate based on the FTE for full and part time regular employees during the biweekly pay period. Per Diem Nurse Clinician dues rate will be computed on hours worked during the biweekly pay period. Employees seeking more specific details on the dues rate should contact the Union office.
- C. Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate his/her order at the end of any membership year, that is, September 1, by the employee giving at least 30 but not more than 120 days written notice to the

Employer and the President of the Union. The Employer shall give notice to the Union of receipt of such notice of termination.

D. Where a fair share certification is authorized by the Wisconsin Employment Relations Commission (WERC), the Employer agrees to deduct the amount of dues or the “fair share” charge lawfully collectible by the Union under relevant state and federal law, rule, or regulation. The Employer will assign each employee to the appropriate dues rate. The amount so deducted shall be paid to the Union.

E. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

F. If the Union changes the dues structure, the Union shall give the Employer notice and meet and confer in a timely manner to discuss the implications for the Employer so as not to delay the implementation of its dues structure change.

Section 3 Personnel Reports

A. Biannual personnel report

The Employer agrees to furnish the Union a biannual report of the employees in the bargaining unit.

The report will include the following information:

- Employee Name
- Employee ID number
- Home address
- Work address
- Work phone number
- Department number
- Department name
- Title code
- Title
- FTE status
- Seniority date and bargaining unit seniority date
- Ethnic group
- Sex
- Hourly Base Rate

B. Biweekly personnel transaction report

The Employer agrees to furnish the Union a biweekly personnel transaction report of employees in the bargaining unit. This report will include the following information:

- Employee Name
- Employee ID number
- Home address
- Work address
- Work phone number
- Department number
- Department name
- Title code
- Title
- FTE status
- Effective date of transaction
- Action
- Reason code

- Rate of pay
- Seniority date
- Shift Assignment
- Retiree Status
- Shift Length
- Weekend Rotation

C. Dues deduction information, including employee name and amount deducted, will be sent to the Union with the dues deduction check on a bi-weekly basis.

Section 4 Union Activity

Bargaining unit employees, including officers and representatives shall not conduct any Union activity or business on work time except as specifically authorized by the provisions of this Agreement.

Section 5 Printing of Agreement

- A. The Union shall be responsible for the printing of this Agreement. The Employer shall be responsible for the typesetting of this Agreement. Any material put into the Agreement that is not initialed and proofed by the Employer and the Union will not be considered a valid part of this Agreement.
- B. The Employer and the Union shall each pay fifty percent (50%) of the cost of printing 3,000 copies of this Agreement, including the cost of preparing the galleys. The printed Agreements shall be delivered by the Union to the Employer. The Employer shall distribute copies to all present employees within thirty (30) calendar days of receipt of the printed Agreement from the Union and to all future members of the bargaining unit on/or about their date of hire.

Section 6 Bulletin Boards

- A. The Employer shall provide bulletin boards at mutually agreed upon locations for use by the local union to enable employees of the bargaining unit to see notices posted thereon.
- B. Bulletin Boards shall be placed at the following locations:
 - American Family Children’s Hospital ..1
 - University Hospitals 2
 - University Station 1
 - East Clinic 1
 - West Clinic..... 1

The normal size of these bulletin boards shall be eight square feet.

- C. All bulletin boards, which the Union currently enjoys, shall be maintained. In the event a remodeling project eliminates an existing bulletin board, management will provide a new bulletin board to replace the eliminated board if operationally feasible. Requests for bulletin boards on inpatient units where they do not exist shall not be unreasonably denied. All notices shall be posted by an authorized Union Representative and shall relate to matters listed below:
 1. Union recreational and/or social affairs;
 2. Union appointments;
 3. Union elections;
 4. Results of Union elections;
 5. Union meetings;
 6. Rulings or policies of the International Union or other Labor Organizations with which the Union is affiliated;
 7. Reports of Union standing committees;
 8. Any other material authorized by the Employer or his/her designee and the local Union;
 and,

9. Official Union publications.

D. No political campaign literature or material detrimental to the Employer or the Union shall be posted. The bulletin boards shall be maintained by the local Union.

E. The location, size, type and number of additional bulletin boards shall not be subject to the grievance procedure in Article IV.

Section 7 Notice of Promotional Opportunities

The Employer shall post at the Human Resources Department or where transfers are posted all notices of promotional opportunities for bargaining unit positions. One copy shall be sent by the Employer to the President of the Union in a timely manner. The parties agree the above notices are for informational purposes only.

Section 8 Labor Management Meetings

A. Once each month, Employer and Union Representatives will meet, unless mutually agreed otherwise. At least four (4) times per year, extended meetings will be held to discuss standing agenda items that must be discussed quarterly and semiannually.

1. The Union will provide management with items and a summary describing the agenda items to be included on the Labor-Management meeting agenda. The agenda shall be sent to management via email at least ten (10) days in advance of the scheduled meeting. The Employer will add items to the agenda and then forward to the Union Staff Representative at least five (5) days prior to the scheduled meeting. Last minute agenda items may be added on an exception basis upon request of one of the parties.
2. Standing agenda items at these meetings will include:
 - Updates on banning mandatory overtime and identified staffing issues (monthly basis)
 - Updates on new equipment, technology, products, and the associated in-services (monthly basis)
 - Floating data (quarterly basis)
 - Adjustments to obligatory factors/ Paid Time Off Percents for each unit (quarterly basis)
 - Unit complaint notification forms (monthly basis)
 - Staffing levels on all units, including the matrix and the model for each unit (semiannual basis)
 - Methods to adjust staffing for patient activity and acuity (semiannual basis)
 - The amount and use of flexible resources, including the Care Initiation Unit, SOS staff, Per Diem staff and float pool staff (semiannual basis)
 - Discussion of the development of the professional advancement and recognition program (semiannual basis)
 - Health and Safety (quarterly)
 - Safe patient handling/lifting (monthly)
3. Information will be provided in an electronic form to the Union Staff Representative and the union's appointed committee members. The employer will provide the union seven days in advance of the appropriate scheduled quarterly or semiannual meeting the following information:
 - Cost Center Key
 - Budgeted FTE, vacancy rate data, facility wide and by unit

- Traveler/Agency Report (quarterly)
 - Turnover rate data, facility wide and by unit
 - Floating data (existing records kept on units)
 - Minutes from Unit Quarterly meetings
 - Up to date matrices and models for each unit
 - Acuity data, by unit
 - Admissions, discharge and transfer data, by unit
 - Case mix data, facility wide
 - Patient handling injuries (quarterly)
4. Annually, the employer will provide the union with the following data (in conjunction with the August quarterly data) cost center; cost center name; budgeted FTE; PTO hours calculation; PTO%, number of 8 hour shifts that are allowed off each day.
 5. The meetings will be held at a mutually agreed upon time and place.
 6. The Employer will meet with not more than seven (7) representatives designated by the Union, in addition to the Union Staff Representative. Any other employees may attend as observers on their scheduled time off.

B. The purpose of the Labor–Management meeting shall be to foster communication and input in the following described areas:

1. Discuss the administration of the Agreement;
2. Disseminate general information of interest to the parties, including levels of supervision and names;
3. Give the Union Representatives the opportunity to express their views on subjects of interest to employees of the bargaining unit;
4. Consider and, if problems arise, attempt to remedy health and safety matters relating to bargaining unit employees in the departments including the review of training programs related to the health and safety of those employees in dealing with various client or patient populations;
5. The recommendation of safety equipment, pilot use of new equipment prior to purchase, placement of equipment, and quality of equipment to be purchased; and
6. Notify the Union of changes in non–bargainable conditions of employment contemplated by management, which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any such changes.

C. The parties agree that such meetings will be exclusive of the grievance procedure and grievances shall not be considered at monthly meetings; such meetings shall not be considered as instructional or in–service meetings or programs. The parties may keep their own minutes of the Labor Management meetings. Resolution of problems will be communicated by management in written form to the affected first–line supervisors, the Union and a Union–designated representative.

D. Union Representatives who are members of the bargaining unit (only for Per Diems who work at least 1040 hours in a calendar year) will receive time off with pay to attend such meetings which are held during their regularly scheduled hours of work. Any travel and subsistence incurred shall be the responsibility of the employee.

Section 9 Unit Quarterly Meetings and Unit Councils

Does apply to Per Diem Nurse Clinicians

A. Unit Quarterly Meetings

1. Topics for discussion for each quarter will include at least the following issues:
 - Quarter 1 (July-Sept): holiday/vacation scheduling and scheduling options (including on-call coverage as appropriate)
 - Quarter 2 (Oct-Dec): Budget prep/Staffing
 - Quarter 3 (Jan-Mar): Open for Topics
 - Quarter 4 (Apr-Jun): State of the budget
2. Each meeting will include a review of the number of employees allowed off at any given time for vacation/legal holiday and the method used to determine this number (see Article VIII – Work Schedules, Section 17).
3. Should employees wish topics to be discussed at the Quarterly Meeting, they should provide the unit manager with their request at least one week prior to the Quarterly Meeting.
4. While attending Quarterly Meetings and doing any agreed upon preparation and follow up work, unit employees will be in pay status.
5. All materials necessary for staff participation in the meetings, such as guidelines, staff matrices and budget planning documents, shall be available to staff at least four (4) days prior to the meetings.
6. Meeting length shall be sufficient to accomplish the work of each meeting.
7. The Union and the Employer shall develop template agendas for the Quarterly Meetings through the Labor-Management Committee.

B. Unit Councils

1. Each unit/ area will have a Unit Council. Small units may be grouped with other units/areas.
2. Any member of the bargaining unit can be on the Unit Council and be the chairperson. Whenever possible, a bargaining unit member will act as chair.
3. The role of the Unit Council is to:
 - a. Improve nursing practice on the unit;
 - b. Standardize and improve unit operations;
 - c. Increase patient and staff satisfaction;
 - d. Promote staff education and skill;
 - e. Gain input from and improve communication with the entire work group regarding standards for care; and
 - f. Implement house-wide practice changes.
4. Each Unit Council will determine the content of each meeting in collaboration with the Council of Unit Chairs. Topics that may be discussed if applicable to the unit include:
 - a. Unit-specific educational needs and opportunities;
 - b. Process/mechanism for providing input into new employee work performance;
 - c. Orientation and communication with residents rotating through the unit.
5. Unit Councils will not make decisions on bargainable issues.
6. Should employees wish topics to be discussed at the Unit Council meeting, they should provide the Unit Council chair with their request at least one week prior to the Unit Council meeting.
7. While attending Unit Council meetings, Council members will be in pay status and will have adequate relief from staffing. Managers shall approve time out of staffing to perform work required by the Unit Council as determined to be appropriate through collaboration of the Council member and the unit manager.

8. Unit Councils will meet on a regular basis as determined by their members with consideration for all shifts.
 9. The NDNQI (National Database for Nursing Quality Indicators) data will be disseminated to Unit Councils as it becomes available.
- C. Nursing Councils
1. All minutes and decisions from the Nursing Council of Unit Chairs shall be provided to the Union on a timely basis.
 2. While attending Council meetings, Council members will be in pay status and will have adequate relief from staffing. Managers shall approve time out of staffing to perform work required by the Council as determined to be appropriate through collaboration of the Council member and the unit manager.

Section 10 Union Conventions, Education Classes and Bargaining Unit Conferences

The Union shall be provided up to three hundred (300) unpaid days annually for designated employees to attend Union Conventions, Education Classes, Bargaining Unit Conferences and Special Projects. This time off may be charged to vacation credits, holiday credits, compensatory time, or to leave without pay as the individual employee may choose and should be noted in the written request to the supervisor.

- A. Union Conventions, Education Classes and Bargaining Unit Conferences:
1. The Union shall notify the Employee and Labor Relations Department of the date of the Union Conventions, Education Classes, and Bargaining Unit Conferences and the employees that are designated to attend at least sixty (60) calendar days in advance of such functions.
 2. The Union designated employee must give his/her immediate supervisor at least sixty (60) calendar days advance notice in writing of attendance at such functions.
 3. When an emergency bargaining unit conference makes sixty (60) days advance notice impossible, the Union and the employee shall give the Human Resources Department and the immediate supervisor at least fourteen (14) calendar days advance notice in writing of attendance at such function.
 4. No more than three (3) bargaining unit employees may be off for such leave in cost centers of thirty (30) or more bargaining unit employees. No more than two (2) bargaining unit employees may be off for such leave in cost centers that have between twenty (20) to twenty-nine (29) bargaining unit employees. No more than one (1) bargaining unit employee may be off for such leave in cost centers with less than twenty (20) bargaining unit employees.
- B. Special Projects:
1. A leave of absence for up to sixty (60) days shall be granted for Special Projects. The union must give 60 days advanced written notice to Employee and Labor Relations of the request for time off for the purpose of Special Projects. The written notice must include the name and unit of the employee and the dates they are requesting for the leave.
 2. No more than five (5) bargaining unit employees house-wide and one bargaining unit employee per cost center may be released on a special project at the same time.
 3. The limitations applicable to smaller units, twenty-nine (29) bargaining unit employees or less, shall apply on a cumulative basis. (This means that no more than two (2) bargaining unit employees in a unit with 20-29 bargaining unit employees and no more than one (1) bargaining unit employees in cost centers with less than twenty (20) bargaining unit employees may be on leave, under subsections 1 and 2, at the same time).

4. This leave will not be used for the purpose of organizing employees of the University of Wisconsin Hospital and Clinics Authority, or for conducting union organizing activities on any of the premises owned or leased by the University of Wisconsin Hospital and Clinics.

Section 11 Distribution of Notices/Institutional Mail

- A. The Union shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) for a maximum of two membership mailings per month to members of the Union. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The contents of such mailings shall be related to the matters listed below:
 1. Union recreational and/or social affairs;
 2. Union appointments;
 3. Union elections;
 4. Results of Union elections;
 5. Union meetings;
 6. Rulings or policies of other Labor Organizations with which the Union is affiliated;
 7. Reports of Union standing committees; and,
 8. Any other material authorized by the Employer and the Union.
- B. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. Union publications may, however, contain informational stories relative to endorsements by the Union and/or other organizations.
- C. Union use of the mail systems involved shall not include any U.S. Mails or other commercial delivery systems used by the Employer as a part of or separate from such mail systems.

Section 12 Telephone Use

Existing telephone facilities may be used by Union officers and representatives for Union business providing such use does not interfere with or disrupt normal operations of the facility. Such use shall not obligate the Employer for payment of long distance or other charges. The Employer will not charge the Union or individual employees for local calls made for the purposes described in this section.

Section 13 Use of E-Mail

No political campaign literature, or material, that interferes with or disrupts normal operations of the facility shall be distributed. Should the Employer deem any email or use of the e-mail system to violate this provision, it will immediately notify the Union and meet to discuss the issue as soon as practicable thereafter. If agreement cannot be reached, the parties may appeal to the arbitration provisions of this agreement.

Section 14 Visitations

- A. The Employer agrees that non-employee officers and representatives of the Union shall be admitted to the Employer's premises during working hours by giving 24 hours advance notice to the appropriate Employer representative. The Union Representative shall, upon arrival, check in through the Human Resources Department.
- B. Such visitations shall be for the purpose of conferring with the Employer, designated Union Representatives and/or employees and for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees. Under these conditions the Employer agrees to provide for the release of employee(s) from their normal work duties to

meet privately with the representative for a reasonable amount of time as soon as necessary arrangements can be made. The Employer has the right to designate a meeting place and/or to provide a representative to accompany the Union Representative if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place.

Section 15 Orientation

A. A representative of the Union shall be granted up to thirty (30) minutes for Union orientation during scheduled group orientation meetings involving new Union represented employees. The Employer retains the right to prohibit or terminate any Union orientation presentation that contains political campaign information or material detrimental to the Employer. Attendance at Union orientation presentations shall be voluntary. Representatives conducting Union orientation shall do so without loss of pay during their scheduled hours of employment.

B. In the absence of such group orientation meetings, or individual employee orientation meetings, the Employer agrees to distribute to new employees represented by the Union a packet of informational material furnished to the Employer by the Union. The Employer retains the right to review the materials and refuse to distribute any political campaign literature or material detrimental to the Employer.

Section 16 Political Action Committee (PAC) Deductions

A. Upon receipt of a voluntary written individual order from an employee on forms provided by the Union, the Employer will deduct from the pay of such an employee an amount specified by the employee per pay period until such time as the employee gives the Employer written notice of termination or change of the order. The employer shall make any changes as soon as practicable after receiving notice of the change in Payroll.

B. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any error or any action taken or not taken by the Employer under this section.

Section 17 Notice to the Union

The following information will be sent in a timely manner to the Union:

- A. Biannual Personnel Report
- B. Biweekly Personnel Transaction Report
- C. Notice of Layoff.
- D. Notice of Worker's Compensation Claims.
- E. Notice of Concentrated Performance Improvement Plans (CPIP).
- F. Changes in work rules.
- G. Disciplinary notices.
- H. Notice of all involuntary separations including medical and worker's compensation terminations.
- I. Notice of all promotional opportunities
- J. Notice of hospital restructuring.
- K. Report of annual compensatory time cashout, as of May 1st, by employee.
- L. Leave of Absence denials as they occur.

Section 18 Discrimination and Harassment Free Workplace

A. The parties agree that neither the Employer nor the Union will unlawfully discriminate against any employee on the basis of age, race, color, handicap, sex, creed, national origin, ancestry, arrest or

conviction record, Union activity, or sexual orientation. The Employer and the Union agree that all employees should be able to work in an environment free of harassment.

The Union and the Employer agree that this Agreement shall be interpreted and applied in a manner consistent with the Federal Family and Medical Leave Act (FMLA), the Wisconsin Family and Medical Leave Act (WFMLA), the Americans with Disabilities Act (ADA), the Wisconsin Fair Employment Act, Title VII, and the Age Discrimination in Employment Act (ADEA).

Disputes which arise concerning application of this section shall be subject to the grievance procedures as outlined in Article IV. However, the dispute can not proceed to arbitration unless the employee executes a waiver of alternative state or federal forums.

B. When an employee is interviewed by an official investigator of the employer in regard to charges which have been filed by the employee under this section, the employee's participation in the interview shall be without loss of pay.

C. Before the Employer implements new policies and procedures describing employee rights required by the FMLA, WFMLA, ADA, Wisconsin Fair Employment Act, Title VII, or ADEA the Employer will provide an opportunity for the Union to review the materials and make comments.

Section 19 Work Rules

A. The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least 14 calendar days prior to the effective date of the rule.

B. Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules, which includes both the application and interpretation, may be challenged through the grievance procedure contained in this Agreement.

Section 20 Contracting Out

When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the Employer agrees to a notification and discussion with the union, not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees if it would cause the separation from employment of the bargaining unit employees who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by UWHCA, services for which no positions are authorized, or services which an agency has historically provided through contract.

Section 21 Bargaining Team Pay

Effective for bargaining for successor collective bargaining agreements, seven (7) members of the union bargaining team shall be paid eight (8) hours of base rate pay for all days spent in bargaining. Eight (8) hours per day spent in bargaining shall count toward the employee's FTE of record. Payment under this section shall be limited to twenty five (25) bargaining days plus two (2) preparation days, unless the parties mutually agree to additional paid bargaining days.

Article III—Management Rights

Entire Article applies to Per Diems.

It is understood and agreed by the parties that Management possesses the sole right to operate so as to carry out its goals and that all Management rights repose in Management, however, such rights must be exercised consistently with the other provisions of this Agreement.

Management rights include:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.
- B. To manage and direct the employees.
- C. To transfer, assign or retain employees in positions.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the mission of the UWHCA and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services. However, the provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.
- G. It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer retains the right to act with regard to policies, practices, and procedures of its human resources functions relating to:
 - 1. Original appointments and promotions specifically including recruitment, examinations, certifications, policies with respect to probationary periods and appointments, but not including transfers between positions allocated to classifications that are assigned to the same pay range or an identical pay range in a different pay schedule, within the same collective bargaining unit or another collective bargaining unit represented by the same labor organization.
 - 2. The job evaluation system specifically including position classification and reclassification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status, other than pay status, resulting from position reallocation.
 - 3. The provisions of G (1) and (2) do not override specific guarantees negotiated elsewhere in this Agreement.

Article IV—Grievance Procedure

This Article applies to Per Diems except Section 13.

Section 1 General

- A. A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of the Agreement. The grievance procedure as set forth below shall be the exclusive procedure for adjustment of disputes arising from the application and interpretation of the Agreement.
- B.
 1. Only one subject matter shall be covered in any one grievance.
 2. A written grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.
 3. The grievance shall be presented to the designated supervisor involved (on forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and/or Union Representative.
- C.
 1. An employee may choose to have his/her designated Union Representative represent him/her at any step of the grievance procedure.
 2. If an employee brings a First Step grievance to the Employer's attention without first having notified the Union, the Employer representative to whom such grievance is brought shall immediately notify the designated Union Representative and no further discussion shall be had on the matter until the designated Union Representative has been given notice and an opportunity to be present.
- D. Individual employees or groups of employees shall have the right to present grievances in person or through other non-Union Representatives of their own choosing at Step 1 of the grievance procedure provided that the designated Union Representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement.
- E. All grievances must be presented promptly in writing and not later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.
- F. Upon mutual agreement of the parties, a grievance meeting at any step may be conducted by telephone.
- G. The parties may mutually agree to waive any step of the grievance procedure and may mutually agree to extend the filing time for any reason.

Section 2 Procedure

- A. Pre-grievance Discussion (Optional)
 1. Any complaint which arises after the effective date of this Agreement may first be discussed. Prior to filing a formal written grievance, the employee or the Union Representative will contact the immediate supervisor or the appropriate Management Representative to attempt to mutually resolve the matter. The employee has the option of having a Union Representative present at this discussion.
 2. This complaint needs to be discussed within 14 calendar days after being notified of the complaint. If the discussion does not occur within 14 days, the complaint automatically goes to Step One of the grievance procedure if the employee wishes to pursue it.
- B. Step One:
 1. Complaints which have not been resolved may be submitted in writing as grievances by the employee to the Employee and Labor Relations Department. Grievances shall be signed and dated by the employee and/or the Union Representative.

2. Grievances must be presented promptly in writing and not later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

3. The Employee and Labor Relations Consultant or their designee will meet with the employee and his/her representative and attempt to resolve the grievance. In the case of a grievance related to a discharge of an employee, this meeting shall occur within twenty-one (21) calendar days of receipt of the grievance. A written answer will be placed on the grievance form following the meeting and returned to the employee and Union Representative within fourteen (14) calendar days from of the meeting.

C. Step Two (Arbitration):

Grievances which have not been settled or answered under the foregoing procedure may be appealed to arbitration by the Union within thirty (30) calendar days from the date of the answer in Step One. An arbitrator will be chosen within three (3) months of the Union's appeal to arbitration. A date for arbitration shall also be scheduled at this time, except in cases where the union has not received either an answer at the prior step of the grievance process or information it believes necessary for the grievance. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the First Step answers without prejudice or precedent in the resolution of future grievances. The issue as stated in the First Step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. A pre-arbitration conference may be held to discuss witnesses and evidence to expedite the process in non-disciplinary cases.

Section 3 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered untimely and adjudicated based on the Employer's response at the previous Step. Grievances not answered by the Employer within the designated time will not be considered a violation of the contract, but will be considered to be automatically appealed to the next step. The parties may mutually agree in writing to extend the time limits in any step of the grievance procedure.

Section 4 Arbitration

A. Choosing an Arbitrator

The Employer and the Union shall make every reasonable effort to schedule arbitration hearings in a timely manner. The parties or party, acting jointly or separately, shall request the FMCS to submit a panel of seven arbitrators, all of whom are members of the National Academy of Arbitrators (NAA). The parties shall select an arbitrator from the panel by alternately striking names until one remains. The party striking first shall be determined by a toss of a coin, with the loser striking first.

B. Costs

1. The cost of the arbitrator and the expenses of the hearing including a court reporter and transcript, if requested by either party, will be shared equally by the parties.
2. Each of the parties shall bear the cost of their own witnesses.
3. The Grievant and Union Representative will attend arbitrations without loss of pay. It is intended that work schedules will be adjusted to coincide with the arbitration hearing except in unusual situations. The grievant's or Union Representative's work schedule will not be changed to make the arbitration date fall on a day off.

C. Arbitrator's Authority

On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator may be selected to determine the question of arbitrability unless the parties agree otherwise. Where the question of

arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement.

The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant any matters which were not obtained in the negotiation process. The decision of the arbitrator will be final and binding on both parties of this Agreement.

Section 5 Expedited and Umpire Arbitration

In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor disciplines, the parties may mutually agree to follow a special expedited arbitration or an umpire arbitration procedure including one or more of the following elements:

1. No briefs or transcripts are made;
2. No more than two (2) witnesses are called by either party with the grievant considered to be one of the witnesses. In an umpire arbitration, no witnesses will be called.
3. The arbitrator could render a final and binding decision on the case at the end of the day, or render the decision in writing within 5 days;
4. The arbitrator's decision in a special expedited arbitration case may or may not be used as precedent in any other proceedings. In an umpire arbitration, the arbitrator's decision will not set precedent.
5. The arbitrator could be chosen from staff of the Federal Mediation and Conciliation Service (FMCS) or the Wisconsin Employment Relations Commission (WERC);
6. Statements of fact and the issue could be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the scheduled hearing date, unless the arbitrator agrees to fewer days. If contract language is to be interpreted in any grievance heard under this procedure, a copy of the Agreement also will be provided to the arbitrator prior to the hearing.
7. If the parties choose to use a special expedited arbitration procedure or umpire procedure, the parties will agree in writing as to what the procedures will consist of, specifying which of the above elements apply. In all cases, the cost of the arbitration will be paid in accordance with section 4 (B) above.

Section 6 Representation

An employee may privately consult with his/her representative during working hours for a reasonable period of time relative to a grievance matter by first contacting his/her supervisor. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his/her representative through the representative's supervisor. Management shall assure that adequate relief from staffing is provided to both the representative and grievant.

Section 7 Retroactivity

A. Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. Except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the date of initiation of the grievance. If the circumstances of the case made it impossible for the employee to know he/she had

grounds for such a claim prior to that date, then the retroactivity shall be limited to a period of thirty (30) calendar days prior to the date the grievance was initiated in writing.

B. Employees who voluntarily terminate their employment will have any grievances pending at the time immediately withdrawn and will not benefit from any later settlement regarding such grievance or group grievance on the issue, except as provided in (2).

C. Employees who retire may benefit from a later settlement of a union or group grievance pending at the time of the retirement, excluding grievances related to disciplinary actions.

Section 8 Union Representatives

A. The Union shall designate the jurisdictional areas and/or shift coverage for the Union Representatives. Each jurisdictional area and/or shift coverage area shall be limited to minimize the loss of work time whenever feasible.

B. The Union shall notify the Employer in writing of the names of the Union Representatives, and their respective jurisdictional areas and/or shift coverage within the thirty (30) calendar days after the effective date of this Agreement. Any changes shall be forwarded to the Employer by the Union at least ten (10) calendar days prior to the effective date of the changes.

Section 9 Union Grievances

The Union shall have the right to file via an officer of the bargaining unit, who is a member of the bargaining unit, a grievance when any provision of this Agreement has been violated or when the Employer's interpretation of the terms and provisions of this Agreement lead to a controversy with the Union over application of the terms or provisions of this Agreement. Such grievances must be designated as Union grievances at the initial step and must comply with the time limits previously set forth in this Article. Union grievances may be filed at Step One of the grievance procedure.

Section 10 Group Grievances

Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved. A group grievance must be designated as a group grievance at each step of the grievance procedure and shall set forth thereon the names and classifications of the employees covered by the group grievance. Only one (1) of the grievants shall represent and serve as spokesperson for the entire group.

Section 11 Processing Grievances

A. Investigation

Union Representatives and grievant's will be permitted a reasonable amount of time to process and investigate grievances during their regularly scheduled hours of employment without loss of pay. As soon as possible after a request from the employee, the employee's supervisor will arrange a meeting to take place for the employee and his or her Union Representative.

B. Grievance meetings

The pre-grievance meeting, Step One, and Step Two meetings shall be held during the grievant's regularly scheduled hours of employment unless mutually agreed otherwise. The Employer shall designate the time and location for such meetings. The grievant shall attend without loss of pay. The designated Union Representative shall attend without loss of pay provided that the meeting occurs during his/her regularly scheduled hours of work. Wherever possible the pre-grievance and grievance meetings will be held at a time when both the grievant and representative are scheduled to work.

It is understood that the grievance time limits may need to be extended to accommodate these provisions and that work schedules need not be changed.

Scheduling of pre-grievance and grievance meetings shall be as mutually agreed by the parties, however such scheduling shall not unreasonably delay the meetings.

C. Information Requests

The Union shall provide any information requests to the Employer in writing. The Employer shall respond to information requests made by the union no later than 30 days from the date of the request, by either providing available information, or by providing reasons why information is not being provided. The parties will meet and confer within 30 days of the employer's response to discuss any disputes about the production of information that may arise. If disputes are not resolved, then those disputes may be submitted for resolution by the chosen arbitrator.

Section 12 Problem Solving

By mutual agreement, Union Representatives may engage in problem solving with management at any step of the grievance process. It is intended to address the underlying cause of the problem but not intended to interfere with the grievance procedure itself.

Section 13 Probationary Employees

Entire Section 13 does not apply to Per Diems

- A. The term "probationary employee" as used in this Agreement relates to all employees serving on a probationary period. All original and all promotional appointments shall have a probationary period of six (6) months, however a probationary period may be extended for up to an additional thirty (30) days with written notification, and up to an additional sixty (60) days for Nurse Residents and ADN New-to-Practice Nurses (effective with the June 2006 class), provided the employee is notified of the reason and given the opportunity to meet probationary requirements.
- B. When an employee has been off of work without pay for a total of 120 or more hours, the Employer reserves the right to extend an employee's probation by an equal amount of time.
- C. Except in cases involving behavior which constitutes just cause for discharge, if an employee fails the promotional probationary period, the employee shall be returned to his/her former position if it is available, or to one of like nature based on availability and qualifications.
- D. The retention or release of probationary employees on original probation shall not be subject to the grievance procedure.

Section 14 Probationary Per Diem

Does apply to Per Diems.

- A. Per diems shall serve an initial probationary period of 1,040 work hours unless they have already served a probationary period as a nurse clinician, physical therapist, or occupational therapist.
- B. The retention or release of probationary per diems on probation shall not be subject to the grievance procedure.

Section 15 Non-grievable Issues

Does apply to Per Diems.

It is recognized that disputes of employees under Article III Management Rights are not grievable.

Article V—Discipline and Discharge

This Article applies to Per Diems.

Section 1 Discipline and Discharge

A. The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. When discipline is taken against an employee, the employee will receive a copy of such action. At the same time a copy will be mailed to the President of the Union or designee.

The parties agree that discipline taken in accordance with Article IV should be corrective, not punitive.

The parties acknowledge that severe discipline, up to and including discharge, may be appropriate in some cases.

B. The Employer shall give advance notification of the time, date, location, and a brief statement of the issue to the employee and his/her selected Union Representative regarding the investigatory meeting. In the absence of a Union Representative the notice will be submitted to the Union. Notification will be provided in writing except in unusual situations.

C. Union Representatives and employees will be permitted a reasonable amount of time to discuss the issue during their regularly scheduled hours of employment without loss of pay and with adequate relief from staffing.

D. Investigatory Meeting

An employee may choose a Union Representative from a list provided by the Union, per Article IV, § 8 or a Union staff member, in the investigatory process if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. The Employee, the Union Representative, and the Union Office shall be notified of the status and/or disposition of the investigation within thirty (30) calendar days of the investigatory meeting.

E. Whenever feasible, the investigatory meetings may be delayed up to 72 hours for the employee to arrange for union representation. The Employer cannot substitute or request substitution of a Union Representative to unreasonably avoid the 72-hour delay. When substitution of a Union Representative is made, the Union will notify management as soon as possible. Substitutions will not result in any unreasonable delay.

F. Disciplinary action cannot be taken during an informal counseling or work directive meeting, unless the Employer has afforded the employee with the opportunity to have a Union Representative present. The occurrence of an informal counseling or work directive meeting shall not be identified by the Employer after the meeting as a step in the disciplinary process. However, the occurrence of such a meeting can be used by the Employer to demonstrate that the employee had been made aware of behavioral problems which resulted in subsequent disciplinary action(s) against the employee.

Section 2 Personnel Files

A. Letters of reprimand will be removed from the employee's personnel file within twelve (12) months if there are no other work rule violations. Verbal Reprimand will be removed from the employee's personnel file within twelve (12) months if there are no other work rule violations.

B. It is understood that records of disciplinary suspensions will be removed from the employee's personnel file within eighteen (18) months if there are no other work rule violations.

C. However, any discipline resulting from criminal violations will remain in the employee's personnel file indefinitely.

Section 3 Concentrated Performance Improvement Program (CPIP)

- A. Employees will be placed on a Concentrated Performance Improvement Program only after the Employer has documented the reasons for such action and with the prior approval of the Department head or his/her designee(s).
- B. At the time an employee is notified that he/she will be placed on a Concentrated Performance Improvement Program, the Union President or designee will receive a copy of the formal written notice of the action.
- C. At the request of the employee, a Union Representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union Representative shall not unreasonably delay this scheduled meeting.
- D. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. When an employee is subjected to disciplinary action, the principle of just cause shall apply.

Article VI—Wages

Section 1 Wage Adjustment, Fiscal Year 2010-2011 Effective December 19, 2010

Entire section does not apply to Per Diems.

A. Employees in Nurse classifications in Pay Ranges 6 & 7 shall receive wage adjustments as follows:

1. Wage rates shall be increased Across The Board (ATB) by 1.5%. Refer to Appendix A.
2. On the pay period following the employee's anniversary date, each employee on Grid Points A through AD shall be placed one grid point to the right on Appendix A.
3. On the pay period following the employee's anniversary date, employees on Grid Points AE or higher on Appendix A shall receive a 1.5% lump sum payment, effective the pay period following their anniversary date.

B. Employees in Physical Therapist classifications in Pay Ranges 6, 7, & 8 shall receive wage adjustments as follows:

1. Wage rates shall be increased Across The Board (ATB) by 1.5%. Refer to Appendix C.
2. On the pay period following the employee's anniversary date, each employee on Grid Points A through AD shall be placed one grid point to the right on Appendix C.
3. On the pay period following the employee's anniversary date, employees on Grid Points AE or higher on Appendix C, shall receive a 1.3% lump sum payment, effective the pay period following their anniversary date.

C. Employees in Occupational Therapist classifications in Pay Ranges 6, 7, & 8 shall receive wage adjustments as follows:

1. Wage rates shall be increased Across The Board (ATB) by 1.0%. Refer to Appendix E.
2. On the pay period following the employee's anniversary date, each employee on Grid Points A through AD shall be placed one grid point to the right on Appendix E.
3. On the pay period following the employee's anniversary date, employees on Grid Points AE or higher on Appendix E shall receive a 1.3% lump sum payment, effective the pay period following their anniversary date.

D. Employees in Therapist and Senior Therapist classifications in Pay Ranges 5 & 6 shall receive wage adjustments as follows:

1. Wage rates shall be increased Across The Board (ATB) by 1.0%. Refer to Appendix G.
2. On the pay period following the employee's anniversary date, each employee on Grid Points A through AD shall be placed one grid point to the right on Appendix G.
3. On the pay period following the employee's anniversary date, employees on Grid Points AE or higher on Appendix G shall receive a 1.5% lump sum payment, effective the pay period following their anniversary date.

E. Dieticians shall receive a 1.0% Across The Board (ATB) wage increase. In addition, Dieticians shall receive a 1.5% adjustment on the pay period following the employee's anniversary date.

F. Contract Implementation Bonus. UWHCA will pay all employees represented by SEIU as of December 19, 2010, a one time, non-recurring contract implementation bonus as follows:

\$325	1.0 FTE
\$250	0.8 - < 1.0 FTE
\$150	<0.8 FTE
\$75	Per diems

Bonus to be paid within thirty (30) days of implementation of this contract.

Section 2 Wage Adjustment, Fiscal Year 2011-2012 Effective June 19, 2011

Entire section does not apply to Per Diems.

A. Employees in Nurse classifications in Pay Ranges 6 & 7 shall receive wage adjustments as follows:

1. Wage rates shall be increased Across The Board (ATB) by 1.5%. Refer to Appendix B.
2. On the pay period following the employee's anniversary date, each employee on Grid Points A through AD shall be placed one grid point to the right on Appendix B.
3. On the pay period following the employee's anniversary date, employees on Grid Points AE or higher on Appendix B shall receive a 1.5% lump sum payment, effective the pay period following their anniversary date.

B. Employees in Physical Therapist classifications in Pay Ranges 6, 7 & 8 shall receive wage adjustments as follows:

1. Wage rates shall be increased Across The Board (ATB) by 1.5%. Refer to Appendix D.
2. On the pay period following the employee's anniversary date, each employee on Grid Points A through AD shall be placed one grid point to the right on Appendix D.
3. On the pay period following the employee's anniversary date, employees on Grid Points AE or higher on Appendix D, shall receive a 1.3% lump sum payment, effective the pay period following their anniversary date.

C. Employees in Occupational Therapist classifications in Pay Ranges 6, 7 & 8 shall receive wage adjustments as follows:

1. Wage rates shall be increased Across The Board (ATB) by 1.0%. Refer to Appendix F.
2. On the pay period following the employee's anniversary date, each employee on Grid Points A through AD, shall be placed one grid point to the right on Appendix F.
3. On the pay period following the employee's anniversary date, employees on Grid Points AE or higher on Appendix F, shall receive a 1.3% lump sum payment, effective the pay period following their anniversary date.

D. Employees in Therapist and Senior Therapist classifications in Pay Ranges 5 & 6 shall receive wage adjustments as follows:

1. Wage rates shall be increased Across The Board (ATB) by 1.0%. Refer to Appendix H.
2. On the pay period following the employee's anniversary date, each employee on Grid Points A through AD shall be placed one grid point to the right on Appendix H.
3. On the pay period following the employee's anniversary date, employees on Grid Points AE or higher on Appendix H shall receive a 1.5% lump sum payment, effective the pay period following their anniversary date.

E. Dieticians shall receive a 1.0% Across The Board (ATB) wage increase. In addition, Dieticians shall receive a 1.5% adjustment on the pay period following the employee's anniversary date.

Section 3 Seniority Bonus

Entire section does not apply to Per Diems.

All Bargaining Unit Members except Per Diems, who are at 25 or more years of Bargaining Unit Seniority, shall receive a seniority bonus payment calculated at \$100 per year of Bargaining Unit Seniority multiplied by FTE percentage, capped at \$3,800 to be paid on the pay period following their anniversary date.

Section 4 Prior Outside Professional Experience (POPE)

Entire section does not apply to Per Diems.

Experience is defined as that which requires licensure or certification in the designated discipline and can be verified by a reference check. The employee must have professional experience which is recent and relevant. Experience shall not be counted if there is a 5 year break in professional practice in a bargaining unit discipline.

Section 5 Pay Transactions

Entire section does not apply to Per Diems, except for paragraph J.

- A. Probationary employees shall receive increases and retroactivity as other bargaining unit employees.
- B. Promotions:
 1. Employees not on a wage grid, or employees on a Grid Point higher than AE, shall receive a 6.5% increase in pay upon Promotion into a higher Pay Range or Wage Grid.
 2. Employees on Grid Points A through AE shall be placed on the Grid Point in the new Wage Grid that corresponds with their current Grid Placement upon Promotion into a higher Wage Grid.
 3. Employees moving to a grid in a different discipline (i.e. a Nurse moving to a Physical Therapist or a Physical Therapist moving to a Nurse) shall be placed in their New Wage Grid or Pay Range based on POPE (Section 4 above).
- C. Demotions:
 1. Employees not on a wage grid, or employees on a Grid Point higher than AE shall receive a 6.5% decrease in pay upon demotion into a lower Pay Range or Wage Grid.
 2. Employees on Grid Points A through AE shall be placed on the Grid Point in the new Wage Grid that corresponds with their current Grid Placement upon demotion into a lower Wage Grid.
 3. Employees moving to a grid in a different discipline (i.e. a Nurse moving to a Physical Therapist or a Physical Therapist moving to a Nurse) would be placed in their New Wage Grid or Pay Range based on POPE (Section 4 above).
- D. Upon demotion from outside the bargaining unit returning to the bargaining unit, with no break in UWHC service. The employee's base rate of pay shall be at his/her last bargaining unit rate of pay plus any intervening across the board pay adjustments, not to be a rate below their POPE rate.
- E. Upon demotion from outside the bargaining unit and newly hired into the bargaining unit, the employee's base rate of pay will be based upon the POPE hiring rate for the range into which they demote. POPE will be calculated as of the date the employee enters into the bargaining unit.
- F. For the purposes of wage grid placement all new hires, except Dietitians shall be given credit for up to fifteen (15) years of prior professional outside experience (POPE). To be eligible for POPE credit, the employee must have prior professional experience, which is recent and relevant. Recent prior experience is defined as professional experience that was completed no longer than five years ago. Relevant prior experience is defined as that which required licensure or certification in the designated discipline and can be verified through a reference check. Employment of less than 50% FTE will not necessarily be credited

on a year for year basis. POPE will be calculated as of the date the employee enters into the bargaining unit.

G. All other new hires with no previous outside professional experience shall receive the hiring minimum.

H. Transfer: Upon transfer to a position within the same pay range or grid, the employee shall maintain their current base rate of pay.

I. Rehire: In the event a former employee is rehired into the same classification within one year of resignation, or retirement, or for layoff within three (3) years, the employee shall return at his/her last rate of pay plus any intervening increases including any applicable grid placement.

J. When a bargaining unit employee resigns from a permanent regular bargaining unit position to accept employment as a Per Diem and subsequently returns to regular employment within the bargaining unit without a break in service, that employee shall be given full credit for his or her prior service as a regular permanent employee within the bargaining unit. For purposes of this provision, there is no break in service when an employee is appointed to a Per Diem position before resigning regular employment and is appointed to a regular permanent position before resigning as a Per Diem.

Section 6 Wage and Bonus Rates for Per Diem Nurse Clinician

Entire section does apply to Per Diem Nurse Clinicians.

Wage Rates. The current minimum hourly wage rates applicable for hours worked in the clinical units are as follows:

FY 2010 – 2011, effective December 19, 2010, see Appendix J

FY 2011 – 2012, effective June 19, 2011, see Appendix K

Option II Bonus Table. In addition to the wage rate schedule, a Per Diem, except for Home Health and Clinics, who qualifies for Option II shall be entitled to bonuses based on the following schedule. (These bonuses are not cumulative):

OPTION II BONUS TABLE	
Hours Worked (within a four (4) week scheduling period)	Bonus Amount (Not Cumulative)
16 hours but < 24 hours of Off Shift work	\$ 55.00
24 hours but < 32 hours of Off Shift work	\$ 90.00
32 hours but < 40 hours of Off Shift work	\$130.00
40 or more hours of Off Shift work	\$190.00

Section 7 Wages for Per Diem Physical Therapists and Occupational Therapists

Entire section does apply to Per Diem Physical Therapists and Per Diem Occupational Therapists.

A. Wage Rates. The current hourly wage rates for Per Diem Physical Therapists and Per Diem Occupational Therapists:

FY 2010 – 2011, effective December 19, 2010, see Appendix L and N

FY 2011 – 2012, effective June 19, 2011, see Appendix M and O

Per Diem Move: When a bargaining unit member titled as a Per Diem Physical Therapist or Per Diem Occupational Therapist moves into a regular permanent or regular part-time position, within the

bargaining unit, the individual's salary shall be determined according to POPE structure. Employment as a Per Diem of less than 1040 hours worked in a year shall not necessarily be credited on a year to year basis.

Section 8 Twenty Four Hours a Day by Seven Days/Week (24x7)

Entire section does not apply to Per Diems.

- A. 24x7 (twenty-four hours a day seven days/week) Differential
1. The Employer will pay a two dollars (\$2.00) per hour differential to specified bargaining unit employees for all hours worked on specified nursing areas or units.
 2. Effective June 25, 2006 the Employer will pay two dollars (\$2.00) per hour differential to bargaining unit employees with permanent assignments on nursing units/areas identified in Paragraph 3, below, for all hours worked on those units/areas as well as on all holiday, vacation and compensatory hours.
 3. Bargaining unit employees in "Nurses" titles (except Per Diem Nurses and Clinical Program Coordinators*) shall be eligible for the additional pay identified in number (1) above, when they are assigned to the following work areas:

Inpatient Nursing Units

Other Units:

Care Initiation Unit
 Inpatient Dialysis Unit
 Emergency Department (Including Med Flight)
 Inpatient Operating Room
 Inpatient Post Anesthesia Care Unit
 Cardiac Cath and EP labs
 Infusion Center
 Radiology Nursing
 Access Center
 Nursing Operations Support, Inpatient Float

The above differential will be paid in the regular paycheck, and included in all overtime calculations required by the Fair Labor Standards Act. It will not be used as a regular hourly rate inflator for Non-FLSA overtime.

*Clinical Program coordinators perform their normal duties. They would only become eligible for the Inpatient Differential when performing "extra" as a Nurse Clinician.

- B. In the event new and/or additional units expand work hours and consequently meet the definition of operating twenty-four hours/day and seven days a week on a permanent basis, employees in that unit shall be eligible for the additional pay identified in number one (1) above for actual hours worked and number two (2) as defined above.

Section 9 Preceptor Bonus

The Union and Employer agree that imparting professional knowledge is aligned with the Hospital's mission as an academic medical center and a basic component of the Nurse Clinician job description. Understanding the value of consistent preceptor practices, UWHCA agrees to pay a bonus to staff who are appointed by management to function as the primary or secondary preceptor for new graduate nurses, new experienced hires, and transfers from one unit to another unit that would not be considered a "similar unit" under the definition provided in Article VIII, Section 11 Floating.

- A. For the purposes of this section, exceptions to the Article VIII, Section 11 definition of "similar unit" will be:
1. employees transferring to the Transplant Inpatient Unit or the ED,
 2. employees transferring from the general care pediatric units to the Pediatric ICU and
 3. employees transferring out of the Rehabilitation Inpatient unit.
- B. Preceptors of such employees will be eligible for the Preceptor Bonus.
1. This Preceptor bonus applies to Inpatient areas, Clinics, Home Health and Surgical Services.
 2. This bonus will not be provided for precepting any other nurses such as, but not limited to, Clinical IV students, other students, Externs, Travelers, Agency staff, Child Life Interns or Per Diems.
 3. Beginning June 24, 2007, eligible employees will receive the following bonus:
 - a) \$350 for precepting Nurse Residents and ADNTP nurses hired for general care units; WDI and Surgical Services; new experienced hires; and transfers from one unit to another unit that would not be considered a "similar unit".
 - b) \$500 for precepting Nurse Residents and ADNTP nurses hired for critical care areas and the ED and transfers from one unit to another unit that would not be considered a "similar unit".
 - c) \$150 for precepting RN transferring or new hires coming into clinics, or Home Health, except where the new employee is transferring to a similar clinic or is already familiar with the clinic to which they are transferring.
 4. Payment will be made on the employee's regular paycheck and will be paid on the pay period following completion of the precepting period.
 5. Management agrees to assign a preceptor to all Nurse Residents, ADNTP, new experienced hires, or transfers from a unit that is considered dissimilar based on the language in Article VIII, Section 11 of the Agreement.
 6. This bonus will be paid for up to two preceptors, per employee, and it will be divided based on the time spent in the preceptor role by each of the individuals.
 7. In the event a designated primary or secondary preceptor leaves the unit or clinic and is no longer available to precept, then management may assign a new primary or secondary preceptor. The new preceptor will be entitled to a pro rated share of the preceptor bonus. The bonus amounts listed above will be the maximum amount paid out to all preceptors who are designated for each precepting situation.

Section 10 Wage Maximums

Does not apply to Per Diems

With implementation of the wage components in this contract, some employees will receive wages that exceed the maximum of their ranges or grids.

Article VII—Employee Benefits

Section Note

Per Diems are eligible for benefits under the Wisconsin Retirement System (WRS) after working 600 hours or more in a twelve (12) month period and a six month waiting period.

WRS benefits include those required by law. To the extent a per diem does not meet the eligibility requirements of any of the employee benefits or benefit programs, nothing in this Article shall be interpreted so as to allow an otherwise ineligible per diem, to be considered eligible.

Section 1 Health Insurance

Per Diems – Refer to Section Note

A. The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans shall be comparable. The parties agree that the alternative plans approved by the Group Insurance Board are comparable in benefit levels and shall be considered as examples of comparability.

B. Effective with coverage beginning July 1, 2010, (payroll premium deductions beginning the May “A” pay period) regular employees appointed to work .5 FTE or greater will pay the following health insurance employee premium contributions.

	Single Coverage Employee Monthly Premium	Family Coverage Employee Monthly Premium
Tier 1	<u>\$34.00</u>	<u>\$85.00</u>
Tier 2	<u>\$75.00</u>	<u>\$188.00</u>
Tier 3	<u>\$179.00</u>	<u>\$448.00</u>

Effective with coverage beginning January 1, 2011 (payroll premium deductions beginning the November “A”, 2010 payroll), employees will pay the health insurance employee premium contributions determined by the State of Wisconsin Group Insurance Board (SWGIB), and communicated in the “It’s Your Choice” book, or subsequent document, but increases to yearly employee premium contributions may not increase by more than 15 % in 2011 or any subsequent year covered by the contract. Thus, if an increase from one year to the next exceeds 15%, the employee shall pay the current premium amount plus 15%.

Also, if an employee pays less than the full employee premium as determined by SWGIB in one year as a result of the 15 % cap, the employee will pay the full employee premium in the following year unless that yearly increase would exceed 15 %. In such cases, the yearly increase to the employee paid portion of the premium would also be capped at 15%.

This 15 % increase cap does not apply if an employee voluntarily changes tiers or if the employee moves from single to family coverage. In these cases, the employee will contribute the current contribution amount for that tier or family coverage.

C. These health insurance premiums are for regular employees appointed to work 0.5 FTE or greater. The employee monthly contributions toward health insurance premiums will be based on the specific tier

to which their qualifying insurance plan has been assigned. The employer agrees to pay the remaining portion of the health care premium for all eligible employees who elect coverage.

D. In the event the State of Wisconsin substantially changes the Tier Structure described above, or if no Tier 1 plan exists in any county where bargaining unit employees reside, or a significant number of employees enrolled in Tier 1 plans lose Tier 1 coverage for any reason, the parties agree to bargain the impact of such changes.

E. Qualifying health insurance plans, and the tier to which each plan is assigned shall be as determined by the State of Wisconsin Group Insurance Board.

F. The Employer agrees to pay 50% of the total premium amounts for insured employees in permanent part time positions who are appointed to work less than .5 FTE.

G. The Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

Section 2 Life Insurance

Per Diems – Refer to Section Note

A. The Employer agrees to continue in effect the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin Group Insurance Board.

B. The Employer agrees to continue in effect the present administration of the group life insurance plan provided under the provisions of Chapter 40, Wis. Stats., and the master contract between the insurance carrier and the State of Wisconsin Group Insurance Board, and the Rules of the Department of Employee Trust Funds.

C. The Employer agrees to pay the difference between the employee contribution and total premium for the total plan.

Section 3 Income Continuation Insurance

Per Diems – Refer to Section Note

The Employer agrees to continue in effect the Income Continuation Program and the administrative provisions of the program provided under Chapter 40, Wis. Stats., and the master contract between the insurance carrier and the Group Insurance Board.

Section 4 Sick Leave

Does not apply to Per Diems.

A. The Employer agrees to provide a sick leave plan as follows:

1. Sick leave shall accrue at the rate of .05 hour of sick leave for each hour in pay status not to exceed four (4) hours of sick leave accrued for 80 hours in pay status in any biweekly pay period. Sick leave shall not be used until it has been accrued.

2. Employees shall earn sick leave at the rate of .05 of an hour for each hour in excess of 80 hours in a biweekly pay period, up to a maximum of .8 hours for 96 hours in a pay period.

3. Sick leave shall not accrue during any period of absence without pay, except as provided in Article VII § 7(B)(3).

4. Unused sick leave shall accumulate from year to year in the employee's sick leave account.

B. The Employer agrees to provide the following:

1. Employees may use accrued sick leave for personal illnesses, bodily injuries, leaves of absence in accordance with the Federal and Wisconsin Family and Medical Leave Acts, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee

unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Section. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. Employees will be permitted to use earned holidays, compensatory time off, and/or vacation in lieu of sick leave when they so request.

2. Employees may use accrued sick leave for personal medical or dental appointments for themselves, their spouses, domestic partners and dependents living in the household of the employee which cannot be scheduled at times other than during working hours. To qualify for use of sick leave under this Section, employees must give the Employer three (3) work days advance notice of appointments except when emergency conditions prevail.

3. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, domestic partner, parents, step parents, grandparents, foster parents, children, step children, grandchildren, in laws, foster children, brothers (and their spouses), sisters (and their spouses) of the employee or spouse, and other relatives of the employee or spouse residing in the household of the employee.

Use of accrued sick leave shall be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) work days, plus required travel time not to exceed four (4) work days.

4. Employees may use one (1) day of accrued sick leave to attend the funeral of aunts, nieces, nephews, cousins, or uncles, of the employee or spouse. Travel time required to attend such funerals shall not exceed four (4) work days.

5. Employees may use accrued sick leave for temporary emergency care of ill, injured, or disabled members of the immediate family (as defined in paragraph 3 above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this subsection is limited to five (5) work days for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained.

6. Employees may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee shall receive the equivalent of his/her regular base rate.

The procedures necessary for the administration of this Section shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

7. Employees may use up to three (3) days of benefit time, including sick leave, for immediate family (as defined in paragraph 3 above) who have been mobilized for active duty. Requests for additional time off up to two weeks (using benefit time or taken as unpaid leave) will not be unreasonably denied. Should a request for additional time off be denied, an employee may appeal the denial to Step 1 of the Grievance Procedure, and that appeal shall be heard within twenty-four hours.

C. The Employer agrees to continue in effect the provisions of § 40.05(4)(b), Wis. Stat., which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at current value and credited to the employee's account. The conversion credits once recorded shall be used on behalf of the employee or surviving spouse to offset the cost of the monthly health insurance premiums as provided under the provisions of § 40.05(4)(b), Wis. Stat., at the time the sick leave conversion account of the individual is depleted the individual may continue in the Group Insurance program in accordance with the requirements of the Group Insurance Board.

D. Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. At the time of reinstatement or restoration unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

E. Separation from the service shall cancel all unused accumulated sick leave. When an employee who has passed an original probation is laid off or resigns, any unused accumulated sick leave shall be restored, if he/she is re-employed by the UWHC Authority within one year.

F. Each employee's unused sick leave accumulated in their sick leave account prior to the effective date of this Agreement shall be carried over under this Agreement. Employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, shall have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement. This Section shall not be used to recompute the amount of sick leave accumulated in an employee's account prior to the effective date of this Agreement, or prior to the date an employee becomes a bargaining unit member.

G. An employee who qualifies for benefits under § 40.65, Wis. Stat., shall be considered an eligible employee under § 40.02(25)(b) Wis. Stat., for purposes of group insurance coverage.

Under this Agreement, an employee who is eligible for benefits under §§ 40.65 or 40.63, Wis. Stats., as a result of a work-related injury or disease shall be eligible to convert accumulated unused sick leave at the employee's then current basic rate to credit for payment for health insurance premiums.

Conversion of accumulated unused sick leave credits for payment of health insurance premiums by employees who qualify for benefits under §§ 40.65 or 40.63, Wis. Stats., shall not be treated as earnings under § 40.02(22), Wis. Stat.

H. Supplemental Health Insurance Conversion Credits Upon Retirement:

The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire from the service under the following conditions:

1. The credits shall be based upon an employee's full number of years of adjusted continuous service on the date of retirement.
2. The credits shall be calculated based on the employee's sick leave balance on the date of retirement.

For employees who retire with at least fifteen (15) full years of adjusted continuous service, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of fifty two (52) hours per year multiplied by the number of years of service through twenty four (24) years. For years of adjusted continuous service over 24 years, the Employer shall match each one (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty four (24) years.

For employees who have earned all of their adjusted continuous service while having protective occupation status and who retire with at least fifteen (15) full years of adjusted continuous service, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of seventy eight (78) hours per year multiplied by the number of years of service through twenty four (24) years. For years of adjusted continuous service over 24 years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty four (24) years.

Employees who have earned part of their adjusted continuous service while in protective occupation status shall have their credits prorated in accordance with these provisions:

3. If at the time of retirement, the employee has adjusted continuous service of less than 25 years, multiply the number of years as general by 52 hours. Multiply the number of years as protective by 78 hours. Combine these totals to determine the maximum matching credits.
4. If at the time of retirement, the employee has adjusted continuous service of over 24 years, determine the proration based on the first 24 years of service and then add 104 hours for each year of adjusted continuous service over 24 years.

Employees who suffer from a personal illness or injury that requires them to use at least 500 hours of accrued sick leave during the three (3) years immediately prior to retirement shall receive 500 hours credited to this account upon retirement.

Employees shall be required to provide medical documentation of such illness or injury to the Employer on forms provided by the Employer at the time the leave is taken. Employees who have suffered such an illness or injury during the three (3) years immediately preceding the effective date of this contract shall also be required to provide supporting medical documentation.

Access to these credits for payment of post retirement health insurance premiums shall occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) have been exhausted.

In the event an employee returns to a position covered by this Agreement after having retired, the credits in this account shall be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of adjusted continuous service and sick leave accrual.

At the employee's option, these credits shall be converted using the employee's base pay rate at the time of retirement or the average of the employee's base pay rates during the employee's three highest earnings years.

Section 5 Liability Protection

Does apply to Per Diems.

The Employer will maintain liability insurance which will provide protection for all employees against claims or suits arising from duties performed for or at the direction of the Employer. At a minimum, the coverage shall provide protection that complies with the statutory limitations for the State of Wisconsin. Coverage by the Wisconsin Patient's Compensation Fund, with the primary insurance or self-insurance required for PCF participation, shall satisfy this section. Upon request, an employee will be given necessary information to identify the insurer and the coverage provided.

Section 6 Paid Vacation

Does not apply to Per Diems.

- A. The Employer agrees to provide employees with a formal paid vacation plan as set forth below.
- B. Employees shall begin earning vacation on their first day in pay status. After completion of an original probationary period employees are eligible for and shall be granted non-cumulative vacation based on their seniority date as follows:

1. Regular Employees:

Seniority	Rate for a Full Year of Service
First five years.	104 hrs. (13 days)
More than five yrs. but less than 10 yrs.	144 hrs. (18 days)
More than 10 yrs. but less than 15 yrs.	160 hrs. (20 days)
More than 15 yrs. but less than 20 yrs.	184 hrs. (23 days)
20 yrs. through 25 yrs.	200 hrs. (25 days)
26 yrs. or more	224 hrs. (28 days)

a. Employees may request to use up to 24 hours of vacation, prorated based on part time status, during an original probationary period.

2. Permanent Part–Time Employees:

Employees who are regularly employed for 20 or more hours but less than 40 hours per week on a continuing basis shall be granted prorated vacation consistent with par. (1).

3. Qualified employees may schedule up to 24 hours of vacation with 72 hours notice during the calendar year provided the days selected by the employee have the prior approval of the Employer. Such approval shall not be unreasonably denied.

C. Vacation shall be computed as follows:

1. Vacation credit in any given year shall not be earned for any period of absence without pay, except as provided in Article VII, § 7(B)(3).

2. Vacation for covered employees shall be prorated based on all hours in pay status up to full time: during the first year of employment at the rate of 104 hours; during the sixth year of employment at the rate of 104 or 144 hours respectively; during the eleventh year of employment at the rate of 144 or 160 hours respectively; during the sixteenth year of employment at the rate of 160 or 184 hours respectively; during the twenty–first year of employment at the rate of 184 or 200 hours respectively; during the twenty–sixth year of employment at the rate of 200 or 224 respectively. The method of proration will be at the discretion of the Employer.

3. Employees eligible for vacation as provided in Subsection B, shall have such leave prorated upon termination.

D. Vacation cashout options

1. Employees with up to 10 years of seniority (as defined in Article IX) may elect to receive cash payment for up to 16 hours of unused vacation, at the end of the year in which it is earned.

2. Employees with 10 years or more of seniority (as defined in Article IX) may elect to receive a cash payment for up to 40 hours of unused vacation, at the end of the year in which it is earned.

3. All employees may carryover up to forty hours of unused vacation until May 1 of the following year at which time up to forty hours will be cashed out. Under the following circumstances, employees may carryover and cash out more than forty hours of unused vacation:

a. As a result of the employee being a probationary employee during the year, the employee was unable to get vacation time (inability to get vacation time means an inability to get any vacation time, not inability to get vacation time of the employee’s choosing);

b. The Employer has canceled the employee’s vacation, but only for the hours so canceled;

c. The employee has transferred onto a unit during the preceding year and, as a result, was unable to get vacation time (inability to get vacation time means an inability to get any vacation time, not inability to get vacation time of the employee’s choosing);

d. There was no vacation time available for the employee to use his/her hours (availability of vacation time means an availability of any vacation time, not availability of vacation time of the employee’s choosing)

- e. Vacation carryover may not be used by the employee in the seniority pick selection process in order to secure a seniority pick for the current vacation year.
- E. Weekend Nurses
 - 1. Nurse Clinicians transferring to Weekend Nurse positions will receive a cash payment, calculated at their base rate of pay, for all accumulated vacation time earned prior to the date of transfer.
 - 2. Employees classified as Nurse Clinician–Weekend Nurse may, at their option, elect to receive earned vacation under one or more of the following options each year:
 - a. Vacation during the year earned, not to exceed 80 hours per year, except by mutual agreement; prorated for permanent part–time employees in accordance with subsection B above.
 - b. Cash payment at the employee’s base rate of pay, to be made at the end of the calendar year or at the completion of the employee’s original probationary period, whichever is later.
- F. Should an employee become ill or injured, or a death occur in the employee’s immediate family, immediately before or during a vacation, the employee may cancel his/her vacation period and utilize sick leave credits earned under the provisions of Article VII § 4 commencing with the date he/she informs the Employer.
- G. Employees with existing banked sabbatical leave shall be permitted to use that leave as follows:
 - a. Request in writing to cash it out at the employee’s rate of pay at the time of the cashout. Any sabbatical leave balance remaining at the time of termination or retirement will be cashed out. Sabbatical cashouts are subject to taxes and the maximum tax withholding at the time of cashout.
 - b. Request in writing that the UWHC make an additional employer contribution to the WRS or a Tax Sheltered Annuity (TSA) or Deferred Compensation program. These contributions will be subject to all applicable tax laws.
 - c. Contribute a portion of their sabbatical balance to another employee as part of a catastrophic leave contribution. Refer to VII section 23, H2.

Section 7 Leaves of Absence

Does not apply to Per Diems except: Per Diems are not entitled to leaves of absence unless they meet the eligibility requirements under FMLA/WFMLA. Per Diems may be eligible for a military service leave if they meet the requirement of state and federal law.

- A. Leaves of Absence
 - 1. Employees upon request may be granted leaves of absence without pay at the sole discretion of the Employer for a period up to, but not exceeding, one (1) year except as provided in paragraphs 2, 3, 4, and 5. Employees’ written requests that are denied by the Employer shall be done so in writing.
 - 2. Maternity Leave – Pregnant employees shall be granted a maternity leave of absence without pay as follows:
 - a. The employee shall submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to, but not exceeding six (6) months. Upon request of the employee and at the discretion of the appointing authority, maternity leaves of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case shall the total period of leave for maternity, including use of vacation, sick leave, compensatory time, holidays or leave of absence without pay, exceed twelve (12) months.
 - b. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.
 - c. Except as provided under Article VII, § 4 of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

3. Adoption Leave or Fostering a child Leave – Employees adopting or fostering a child or children shall be granted a leave of absence without pay for a period of up to, but not exceeding 90 calendar days for foster care and 180 calendar days for adoption. Such leave must coincide with the actual taking custody of the child or children.

4. Paternity Leave – Paternity leaves of absence for natural childbirth, shall be allowed for a maximum period of ninety (90) days without pay.

5. Medical Leave – Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification by a medical doctor that the employee is not able to perform his/her assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion.

6. Full-Time Education Leave – The Employer may grant a leave of absence without pay for a period not to exceed one (1) year for the purpose of continuing formal professional job-related education at an accredited institution. Such requests will not be unreasonably denied. Said employees shall enjoy all the benefits available to employees on leave of absence.

7. Union Leave – One employee who is elected or appointed as an official shall, upon thirty (30) day written notice of the employee, be granted a leave of absence without pay of not less than six (6) months. The employee shall be returned to his or her same position, defined as a position on the same shift, work unit and FTE status.

8. Military Service Leave – The Employer agrees to provide employees in this unit a leave of absence for military service in accordance with, Wisconsin statutes and applicable federal statutes.

B. The Employer agrees to provide the following:

1. For all leaves of less than three (3) months, the employee shall be returned to his or her same position, defined as a position on the same shift, work unit, and FTE status. For leaves in excess of three (3) months, the employee shall be returned to a position of like nature except as provided in Article X, Section 2A.

2. Life, health and income continuation insurance provided in this Agreement will continue pursuant to the terms and conditions of the Agreement for a period of ninety (90) days while an employee is on an approved leave of absence. Thereafter the employee may continue said insurance by paying the premiums for same in advance in compliance with the Group Insurance Board.

3. The earning of sick leave and vacation credits will not be affected by authorized leaves of absence without pay totaling up to a maximum of 174 hours for approved job-related educational courses and/or Union activities. In addition, the earning of sick leave and, vacation credits, will not be affected by authorized leave of absence without pay for contract negotiations.

4. The Employer will whenever possible allow employees to return to work early from a leave of absence upon 14 calendar days notice.

Section 8 Voting Time

Does apply to Per Diem Nurse Clinicians, Option III only.

An employee who is eligible to vote but is unable to vote during non-working hours may be granted time off with pay for not to exceed three (3) consecutive hours upon written application to his or her supervisor at least two (2) work days prior to the election date. Such application shall state the need and the amount of reasonable time off required to exercise this right. If granted, the supervisor may designate the time of day that the employees shall be allowed the time off.

Section 9 Court Appearance

Does apply to Per Diems.

A. Where an employee is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employee's required duties, the Employer shall permit the employee to take time off with pay to comply with the subpoena if required to appear during his/her regularly scheduled hours of employment provided, however, that the employee shall turn over to the Employer any witness fees received.

B. Evening and Night shift employees that are subpoenaed for a court appearance defined in A. above shall be temporarily transferred to Day shift for the period of court appearance. The employee will provide management with a copy of the subpoena upon receipt from the court. Night shift employees shall work with their managers to address how court appearance time off shall be scheduled, (day before or day of) based on the timing of the subpoena and the operational needs of the employer.

Section 10 Jury Duty

Does apply to Per Diem Nurse Clinicians, Option III only.

A. The Employer agrees to provide employees who are summoned for grand jury or petit jury service time off with pay at the base pay of the employee. Base pay of the employee is the employee's pay rate excluding any overtime or supplemental pay. When not impaneled for actual service and only on call, the employee shall report back to work unless authorized by the employee's supervisor to be absent from his/her work assignment. When an employee is impaneled and dismissed with four (4) or less remaining hours on his or her shift, upon contacting his or her supervisor, the employee will not be required to return to work and will be continued in jury duty status for the remainder of his or her shift.

B. Evening and Night shift employees called for jury duty shall be temporarily transferred to Day shift for the period of jury duty. The employee will provide management with a copy of the summons upon receipt from the court. Night shift employees shall work with their managers to address how jury duty time off shall be scheduled, (day before or day of) based on the timing of the summons and the operational needs of the employer.

Section 11 Retirement

Per Diems – Refer to Section Note.

A. The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40, Wis. Stats., and the appropriate Adm. Code rules of the Employee Trust Funds Board. For the duration of this Agreement the Employer shall contribute on behalf of the employee 5% of the employee's earnings paid by the Employer.

B. The Employer shall pay the one percent (1%) benefit adjustment contribution required by § 40.05(2m), Wis. Stat.

C. The Employer shall pay the additional three-tenths of one percent (0.3%) employee share of the required benefit adjustment contribution for general occupation employees.

Section 12 Holidays

Section does not apply to Per Diems except for C.

A. Designated Holidays

- The Employer agrees to provide the following paid holidays each year to all employees in the unit who are in pay status either the scheduled work day immediately preceding or following the designated holidays:

Independence Day	<u>July 4, 2010</u>	<u>July 4, 2011</u>	<u>July 4, 2012</u>	<u>July 4, 2013</u>
Labor Day	<u>September 6, 2010</u>	<u>September 5, 2011</u>	<u>September 3, 2012</u>	<u>September 2, 2013</u>
Thanksgiving Day	<u>November 25, 2010</u>	<u>November 24, 2011</u>	<u>November 22, 2012</u>	<u>November 28, 2013</u>
Christmas Eve	<u>December 24, 2010</u>	<u>December 24, 2011</u>	<u>December 24, 2012</u>	<u>December 24, 2013</u>
Christmas	<u>December 25, 2010</u>	<u>December 25, 2011</u>	<u>December 25, 2012</u>	<u>December 25, 2013</u>
New Year's Eve	<u>December 31, 2010</u>	<u>December 31, 2011</u>	<u>December 31, 2012</u>	<u>December 31, 2013</u>
New Year's	<u>January 1, 2011</u>	<u>January 1, 2012</u>	<u>January 1, 2013</u>	<u>January 1, 2014</u>
Martin Luther King Jr.'s Birthday	<u>January 17, 2011</u>	<u>January 16, 2012</u>	<u>January 21, 2013</u>	<u>January 20, 2014</u>
Memorial Day	<u>May 30, 2011</u>	<u>May 28, 2012</u>	<u>May 27, 2013</u>	<u>May 26, 2014</u>

- The Employer agrees to provide employees an additional four (4) hours of floating paid holiday time.
- Under the provisions above, permanent part-time employees will have all holiday pay prorated based on hours in pay status up to full-time. The method of proration will be at the discretion of the Employer.

B. Equivalent holiday time off

- The Employer agrees that if a holiday provided in A (1) falls on an employee's regularly scheduled day off, equivalent holiday time off shall be granted to be used at a later date. Equivalent holiday time is an amount of time equal to the number of hours the employee works during a normally scheduled shift, up to a maximum of eight (8) hours. The Employer may permit such time to be anticipated.
- The Employer agrees that employees required to work on a holiday provided in A (1) shall be compensated for such holiday by receiving equivalent holiday time off to be used at a later date. Equivalent holiday time is an amount of time equal to the number of hours the employee works during a normally scheduled shift, up to a maximum of eight (8) hours.
- Legal Holidays earned for work on December 24, December 25, December 31 of any calendar year shall be allowed to be carried over until May 1 of the following year without supervisory approval. If the Employer does not permit the employee to use this legal holiday time by May 1 it shall be paid in cash.

C. Holiday Premium Pay

- When an employee is required by the Employer to work the holidays listed below, the Employer agrees to provide holiday premium pay at the rate of time and one-half the employee's regular rate for all hours worked between the hours of 12:00 AM and 11:59 PM on the following days:

Independence Day	<u>July 4, 2010</u>	<u>July 4, 2011</u>	<u>July 4, 2012</u>	<u>July 4, 2013</u>
Labor Day	<u>September 6, 2010</u>	<u>September 5, 2011</u>	<u>September 3, 2012</u>	<u>September 2, 2013</u>
Thanksgiving Day	<u>November 25, 2010</u>	<u>November 24, 2011</u>	<u>November 22, 2012</u>	<u>November 28, 2013</u>
Christmas Eve	<u>December 24, 2010</u>	<u>December 24, 2011</u>	<u>December 24, 2012</u>	<u>December 24, 2013</u>
Christmas	<u>December 25, 2010</u>	<u>December 25, 2011</u>	<u>December 25, 2012</u>	<u>December 25, 2013</u>
New Year's Eve	<u>December 31, 2010</u>	<u>December 31, 2011</u>	<u>December 31, 2012</u>	<u>December 31, 2013</u>
New Year's	<u>January 1, 2011</u>	<u>January 1, 2012</u>	<u>January 1, 2013</u>	<u>January 1, 2014</u>
Martin Luther King Jr.'s Birthday	<u>January 17, 2011</u>	<u>January 16, 2012</u>	<u>January 21, 2013</u>	<u>January 20, 2014</u>
Memorial Day	<u>May 30, 2011</u>	<u>May 28, 2012</u>	<u>May 27, 2013</u>	<u>May 26, 2014</u>

2. Holiday premium payments provided under this Section, at the rate of time and one-half the employee's regular rate shall be made in compensatory time off or cash payment at the discretion of the Employer.

Section 13 Administration of Worker's Compensation Benefits

Does apply to Per Diems.

In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the Employer shall make an initial determination as to whether the injury was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act. In the event the Employer makes an initial determination that an injury is job related and authorizes payment for temporary total disability as specified in the Worker's Compensation Act or until the Department of Administration makes a decision, whichever is first, the Employer shall continue to pay its share of the health insurance premium as provided in Article XII § 1, for the period of the temporary total disability.

In the event the Employer denies the employee's claim of worker compensable injury and the employee's claim is later sustained, the Employer will reimburse the employee its proportionate share of the premium payment per Article VII § 1, if the employee had continued paying the full cost of the health insurance premium payment during the period that the worker's compensation claim is pending.

Employees on worker's compensation benefits who are unable to use earned personal holiday, compensatory time, vacation, or legal holiday credits due to being on worker's compensation benefits, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

Section 14 Traveling Expenses

Does apply to Per Diems.

The University of Wisconsin – Madison Revised UW System Travel Regulations and Pocket Travel Guide will be used to set reimbursement for travel, lodging, meals, parking, and other miscellaneous expenses incurred by employees of the UWHC Authority while traveling on business.

Section 15 Earning of Compensatory Time

Entire section does not apply to Per Diems.

A. Employees in this bargaining unit shall earn compensatory time credit if the employee has approval for such compensatory time or is directed by his/her supervisor to perform a specific work assignment other than a normally assigned work task outside normal work hours. This direction would be for a single occurrence or for continuing overtime work but must be a specific direction. Compensation for those credits shall be in compensatory time off or cash at a straight time rate. The employee's request to accumulate those credits as compensatory time shall not be unreasonably denied.

B. All bargaining unit employees shall earn compensatory time credit on an hour for hour basis at the rate of time and one half for all hours in pay status over forty (40) hours in a work week.

Compensation for those credits shall also be in compensatory time off or cash.

C. See Article VIII, § 12 for Scheduling Compensatory Time Credits

Section 16 Standby / On Call

Entire Section applies to Per Diems if they volunteer to work stand by/on call.

- A. When the Employer requires that an employee must be available for work and be able to report for work in less than one hour, the employee shall be compensated on the basis of \$3.20 per hour of standby, effective June 22, 2008. The employee will receive the above rate for hours in standby status regardless of whether called in or not.
- B. When an employee is in standby status and is called by the Employer or by others who are following a procedure and/or protocol established by the Employer, they shall receive pay for the actual time worked responding to the call at his/her base rate of pay in addition to the standby pay.
- C. Premium rates of time-and-one half base pay shall be paid to all employees assigned to the operating room, dialysis unit, recovery room, cardiac catheterization lab, ambulatory surgery, GI clinic, regional services, radiology, transfusion services, physical therapy and occupational therapy departments, ICU's and other officially designated units/programs, for hours worked when called in from standby. This premium pay shall not pyramid with the premium paid for hours worked over forty (40) in a workweek.
- D. Units using on call/standby shall determine their own system for coverage within operational limits as determined by the unit manager.
- E. In the Post Anesthesia Care Unit (PACU), Operating Room, Dialysis Unit, and Cardiac Catheterization Lab, an employee who works more than four (4) unscheduled hours after 11:00PM will not be required to report for a scheduled shift the next morning. In lieu of that shift, the employee except Per Diem Nurse Clinician may use benefit time, including vacation, compensatory time, and/or up to four (4) hours of sick leave in accordance with the terms of the collective bargaining agreement.
- F. If there is expected to be a significant and long-term increase in call requirements on a unit, the Employer will notify the Union and affected employees as soon as possible. After being notified, the Employer, Union, and unit members shall schedule a meeting. The purpose of the meeting is to share the proposed plan and collaborate with the unit staff to explore other options first.
- G. Parking for On-Call Employees. Free parking in the University of Wisconsin Hospital visitor parking lot shall be provided for all on-call employees who are called back to work.
- H. When an employee is on-call or on standby and is subsequently called in to work, the employee shall not be mandated to work an additional shift, shall not be held over and shall not be floated to another unit. On call will only be used to meet: 1) volume and/or acuity needs; and/or 2) in the event of an external and/or internal disaster; and/or 3) if unable to replace a staff member currently working who becomes unable to function for any reason. On call/standby employees shall not be called in to work while another core employee is being floated from the same unit – unless unforeseeable circumstances require.
- I. In the event the Employer is considering implementing an on call system on a unit where there is currently no on call requirement, the Employer shall whenever feasible provide a minimum of sixty days notice to the affected employees and the Union prior to implementation of on call in the work area. The Employer will convene a staff meeting a minimum of sixty (60) days prior to implementation to share the proposed plan and to provide opportunity for staff input into alternatives to on call and/or the implementation of the on call system. A staff representative or designee from the union may attend this meeting while in pay status. Unless a majority of unit staff prefer otherwise, other options including but not limited to, voluntary call, increased staff, voluntary increases in FTE, short term reassignments, float pool coverage, and Per Diem assignment, will be explored before

implementing an on call system. A system of call will not be added to a schedule that has already been posted.

Section 17 Call-Back Time

If Per Diems volunteered for stand by and were called back in from stand by, this section would apply.

This Section would only apply for a Per Diem Nurse Clinician, Option III, if called in on the employee's day off.

- A. Employees called back for duty or called in on the employee's day off will be guaranteed an amount equal to four (4) hours pay except Home Health nurses if such duty is shorter than two (2) hours in duration, but shall not be required to remain on the premises when that duty has been completed. To calculate the total time worked, thirty (30) minutes of work time shall be added for travel, each way. Work schedules will not be changed because of call-back time in order to avoid overtime, except where the call-back consists of a full eight (8) hour shift.
- B. An employee called in or back for duty shall have 12 hours off between the conclusion of the time worked and before their next shift, unless mutually agreed otherwise.
- C. This Section does not apply to hours worked contiguous to a shift worked or to be worked.

Section 18 Meals

Does apply to Per Diems.

The Employer will supply a meal voucher worth \$5.00 meal to employees held over to work an additional shift of at least three and one half (3 1/2) hours where the employee has not volunteered or signed up to work that additional shift in advance of the day of that additional shift. The voucher may be used at any time. It is the employee's responsibility to request the voucher from the supervisor or his/her designee.

Section 19 Overtime Pay

Does apply to Per Diems

Employees shall receive pay at the rate of time and one half for all hours in pay status in excess of forty (40) hours in a week.

Section 20 Differentials

Does apply to Per Diems.

A. Charge Pay

At all times a supervisory employee shall be readily available on the premises, if not readily available, the Employer agrees to provide charge pay at the rate of \$2.00 per hour for employees in the bargaining unit who are assigned temporary supervisory responsibilities.

Temporary supervisory responsibilities are those that require the exercise of independent judgment in directing employees, including planning, coordinating, and evaluating employee activities for the unit to facilitate the smooth and effective operation of the unit. Such payment shall be limited to one employee in each work unit where no supervisor is readily available to perform such responsibilities. The Employer shall determine the work unit and designate the employee who is to receive charge pay. Employees will be notified who is the supervisor on duty or, where designated, who is the temporary supervisor on duty.

Employees receiving Senior Team Member pay under Part B, below, shall not be eligible to receive Charge Pay, and vice versa.

B. Senior Team Member Pay *Does apply to Per Diems.*

A “Senior Team Member” role will be used on a shift- by-shift basis in the absence of team leaders, and as assigned by the Clinical Nurse Manager. In Surgical Services, Clinic or other settings where the care team leader role currently does not exist, the Employer shall assign the Senior Team Member role for overall clinical patient care management of the team that exceeds the responsibilities of the employee’s position. Nothing herein, however, shall be interpreted to require payment of Senior Team Member pay on every unit or for every shift. Effective November 28, 2004, the person acting in the “Senior Team Member” role will receive additional pay at the rate of \$2.00 per hour.

Employees receiving Senior Team Member pay under this Part B shall not be eligible to receive Charge Pay under Part A, above, and vice versa.

C. Evenings. *Does not apply to Per Diems.* Professional patient care employees who work between the hours of 5 pm and 11 pm, shall receive additional compensation at the rate of \$1.50 per hour.

D. Nights. *Does not apply to Per Diems.* Professional patient care employees who work between the hours of 11pm and 7am shall receive additional compensation at the rate of \$2.50 per hour.

E. Permanent Shifts *Does not apply to Per Diems*

1. Those employees who have committed to work permanent PM, permanent night or permanent PM/night shall be compensated at the rate of \$3.75 per hour for hours worked between 5PM and 7AM. These employees are not eligible for compensation cited in “C” and “D” above.
2. Those employees must commit to work the shifts described in subsection(1) above for a three-month period to qualify for the \$3.75 per hour benefit, except as provided in Article VIII 8(H)
3. Effective June 24, 2007, the Employer will pay permanent shift differential for vacation and comp time hours paid.

F. *Does not apply to Per Diems.* Effective June 24, 2007, the Employer will pay vacation and comp time to employees that are required to regularly rotate between a Day/Evening or Day/Night shift as follows:

1. Day Evening rotators will receive a differential on their vacation and comp time pay at the rate of \$.75 per hour.
2. Day/Night rotators will receive a differential on their vacation and comp time at the rate of \$1.25 per hour.

G Weekend. *Does not apply to Per Diems.* Effective June 22, 2008, employees who work between the hours of 7:00 PM Friday and 11:59PM Sunday shall receive additional pay at the rate of \$3.15 per hour. Employees receiving premium pay under Article VIII § 7 and employees receiving the Weekend Nurse add-on under Article VIII § 8 are not eligible to receive this additional pay.

H Float. *Does not apply to Per Diems.*

1. Effective June 22, 2008, Float staff shall be paid \$3.75 per hour for all actual hours worked. Effective June 21, 2009, float staff shall be paid \$3.80 per hour for all actual hours worked. Core staff shall be paid \$1.00 per hour for all actual hours worked when floated to or working expansion on a unit other than their regular assignment. This does not apply to Physical and Occupational Therapists or Therapists except as noted in Letter of Understanding # 12.

Section 21 Dental Check–Off

Does apply to Per Diems.

The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts.

Section 22 Employee Reimbursement Account

Does not apply to Per Diems.

Effective July 1, 1990, the Employer agrees to offer employees the opportunity to participate in the Employee Reimbursement Account Program, as administered under the provisions of Chapter 40, Wis. Stats., and the contract between the plan administrator and the Department of Employee Trust Funds.

Section 23 Catastrophic Leave

Does not apply to Per Diems.

This is a program to allow employees to voluntarily donate (transfer) vacation, legal holidays, compensatory time, and sabbatical leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

A. Definition

1. Catastrophic leave is applicable for an illness or injury to the employee or immediate family member or for a catastrophic event (such as flood, tornado, fire, etc.) involving the employee or immediate family member, any of which may be reasonably assumed to require time off and/or cause a financial hardship.

2. Immediate family member for purposes of this Section only is defined as: spouse, domestic partner, child, step child, foster child, adopted child, or parent.

B. Catastrophic Leave shall be approved based on the provisions of this section after discussion between the UWHCA Employer and Labor Relations Consultant (or designee) and the Union Staff Representative (or designee). A Catastrophic Leave Appeal Committee shall be comprised of two (2) management representatives and two (2) union-appointed representatives. Consistent with the provisions of this section, the committee shall have final decision making authority on any denial appeal.

C. Transfers may occur among regular employees of UWHCA.

D. Donations shall be on an hour for hour basis and used in order of receipt.

E. Recipients have a limit of up to 200 hours per event per recipient, prorated based on FTE.

F. The Employer will notify the Union of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donors and recipients upon request.

G. To be an eligible recipient an employee:

1. Must have completed the first six (6) months of an original probationary period. (Days of catastrophic leave benefits to a recipient shall be considered as leave without pay for probationary extension purposes.)
 2. Must be on an approved leave without pay.
 3. Must be in need of at least a projected 120 hours leave, prorated based on FTE, not necessarily consecutive.
 4. Must be absent due to an illness or injury of an employee or a member of the employee's immediate family for which medical documentation, or for catastrophic events as defined above, for which appropriate documentation, is provided.
 5. Must have exhausted all available sick leave, where applicable, and have exhausted all but twenty-four (24) hours of combined accrued vacation, legal holiday, and/or sabbatical leave time.
 6. Must not be receiving other salary replacement benefits.
 7. Part-time employees will receive leave on a prorated basis up to the FTE of scheduled hours.
 8. Must remain an employee of UWHCA.
- H. To be an eligible donor an employee:
1. Must have completed the first six (6) months of an original probationary period.
 2. Cannot donate a combination of more than forty (40) hours of accrued legal holiday, compensatory time, sabbatical leave, including no more than twenty-four (24) hours of anticipated vacation in any calendar year. (Prorated based on FTE.)

It is understood that nothing in this Section shall require either the Union or the Employer to take any action determined to be illegal or in conflict with any other provisions of this Agreement.

Section 24 Time Keeping and Payroll

Does apply to Per Diems.

The Employer agrees to continue its practices relating to the distribution of Pay Checks:

- A. Direct deposit to the account designated by the employee, or
- B. Mailing the check to the employee's home address. Any employee who selects to have the check mailed to the home address is responsible to advise the Human Resources Department of address changes.
- C. Pay stubs will be distributed electronically via employee self-service with notification via employee's work email address.
- D. Administrative errors in pay checks which result in a seventy-five dollar (\$75) or more loss to an employee in a pay period shall be corrected within five (5) working days of notification of the error. Working days are defined as Monday through Friday exclusive of Holidays as defined in this contract.
- E. All current pay codes will be made available permanently on each unit near the badge readers.
- F. Bargaining unit employees will be provided with an accurate record of their work and compensation on their payroll stub, Time PC report, and time card detail report.

Section 25 Parking

Does apply to Per Diems.

- A. In order to maintain a safe environment for employees utilizing University of Wisconsin parking facilities, the Employer agrees to maintain a shuttle service.
- B. The employer shall maintain shuttle services for the life of the contract for staff who have applied for parking through UW Transportation Services, but for whom UW Transportation Services cannot provide a

parking option. Employees in this situation must continue to apply through UW Transportation Services until a parking option becomes available.

C. The union shall designate one staff member to sit on the UWHC's Parking Committee.

D. The employer, whenever possible, will meet and confer with the union at least thirty (30) days in advance whenever it appears significant changes in Parking availability will occur.

E. If an employee works the night shift and was forced to stay over to work an additional day shift or portion of a day, and the employee was unable to move his/her vehicle from the parking ramp, disciplinary action will not be taken.

Article VIII—Work Schedules

In this Article Sections 1B and 17 J do not apply to Nurse Clinicians.

In this Article Sections 1A, 2, 4 A-C, 10, 11, 15, and 17 (I) do not apply to Occupational Therapists or Physical Therapists.

In this Article, only Sections 1A (I), 2 and 20 apply to Per Diem Nurse Clinicians. In this Article, only Sections 1B and 20 apply to Per Diem Occupational Therapists and Per Diem Physical Therapists.

Section 1A Scheduling of Work – Nurse Clinicians

- A. Work schedules are defined as an employee's assigned hours of the day, days of the week, days off, and shift rotations. Shifts refers to only three (3) shifts: Day (7:00–3:30), Evenings (3:00–11:30) and Night (11:00–7:00) with a shift determined where the majority of hours fall within the band.
- B. The parties recognize that operational requirements may make it necessary for the Employer to change the regular work schedules of individual employees as well as the schedules of entire work units; however, the Employer will keep such work schedule changes to a minimum.
1. Posted schedules shall not be changed except in case of an unanticipated or emergency staff need.
 2. The Employer shall provide at least 12 consecutive hours off between scheduled shifts unless the employee requests otherwise (the provisions of Article VIII § 7 supersede this subsection).
 3. Employees shall work no more than sixteen and one half (16 1/2) hours consecutively. Exceeding 16 1/2 hours may only be done in the Main Operating Room (OR) and Main Post Anesthesia Care Unit (PACU) by mutual agreement of the employee and supervisor.
- C. Work schedules shall set the hours of work for not less than a four week period. Work schedules shall be posted not later than 2 weeks prior to the commencement of the first work day of such schedule. The employee may voluntarily agree to changes in work schedules.
- D. Normally employees will not be scheduled for more than six (6) consecutive days.
- E. The Employer agrees that employees within a work unit may exchange shift hours with one another consistent with work assignment and qualification of employees involved and upon at least 24 hours advance notice to the Employer.
- F. The right to establish work schedules is reserved to management, however, employees may submit to their immediate supervisor their request for days off two weeks prior to the effective schedule for those days off requested.
- G. It is the Employer's obligation, consistent with this Article, to schedule staffing needs and employees shall not be required to schedule relief for themselves when under approved absence under this Agreement.
- H. Work schedules for all full time employees shall not be changed for the purpose of accommodating the hiring of part time or temporary employees.
- I. Posted Assignment of Work Schedules.
1. Work schedules for Inpatient Units and Other Units listed in Article VI, Section 8, A3 (except as noted in Article VIII, Section 1A, I, 2 below), will initially be posted assigning staff members in the following order:
 - a. Unit Core
 - b. Per Diem 3

- c. Float
- d. Travelers & Contract Agency
- e. Per Diem 1 & 2

Extra shift scheduling (per Article VIII, Section 2) shall be utilized to fill any staffing needs after the initial posted schedule.

2. Work schedules for Access Center and Cardiac Cath and EP Labs will be posted assigning staff members in the following order:
 - a. Unit Core
 - b. Per Diem
 - c. Extra Hours (per Article VIII, Section 2, A6)
3. Work schedules for Clinics, WDI, & Home Health will be posted assigning staff members in the following order:
 - a. Unit Core
 - b. Per Diem 3
 - c. Travelers & Contract Agency
 - d. Per Diem 1 & 2
 - e. Extra Hours (per Article VIII, Section 2, A6)
 - f. Float/Agency

J. Scheduling Options. Each unit shall select the scheduling options that will be used for the unit according to existing approved guidelines. Modifications to existing guidelines must be approved by the Nursing Director for the unit and will be discussed at the monthly Labor Management as soon as practicable after they are approved.

The scheduling options shall include one or more of the following options

- Current practice as of the date of this agreement;
- Self-scheduling;
- Cyclic or pattern scheduling by bargaining unit seniority;
- Working every third weekend by bargaining unit seniority.

Section 1B Scheduling of Work – Occupational Therapy and Physical Therapy

A. The right to establish work schedules is reserved to management.

B. All core Occupational Therapists and Physical Therapists have assigned work schedules. Work schedules are established based on operational needs. Available work shifts will be administered for therapists pursuant to the current Occupational & Physical Therapist Work Schedule Guidelines.

C. Work schedules are defined as an employee's assigned hours of the day, days of the week, and days off. Occupational and Physical Therapists are assigned only to the day shift, which is defined as a shift in which the majority of hours fall between the hours of 8:00 a.m.-4:30 p.m.

D. The parties recognize that operational requirements may make it necessary for the Employer to change the regular work schedules of individual employees as well as the schedule of the work unit. The Employer will keep such work schedule changes to a minimum.

E. The Employer agrees that employees may exchange shifts with one another consistent with work assignments with management approval with at least 48 hours advance notice to the employer.

F. It is the Employer's obligation, consistent with this Article, to schedule employees and employees shall not be required to schedule relief when under an approved absence under this Agreement.

G. Work schedules for all full time employees shall not be changed for the purpose of accommodating the hiring of part time or temporary employees.

H. Three scheduling procedures are utilized: weekday shifts, non-holiday weekend shifts, and holiday weekend shifts. Holiday weekend shifts are defined as the shifts occurring on the Holiday and any additional days that are paired with the holiday.

I. Normally employees will not be scheduled for more than six (6) consecutive days.

J. Utilization of Agency Personnel: It is the employer's goal to minimize the use of agency personnel consistent with the operational needs of the hospital. The parties recognize that there may be circumstances in which the use of agency personnel may be the most effective way to address scheduling needs. For example, it may be more effective to fill a two month medical leave of a full time employee with a contract therapist who is available for all of that employee's scheduled shifts rather than attempting to fill those shifts on a piecemeal basis. For this reason, the employer reserves the right to use agency personnel in lieu of the scheduling process where operational needs require.

Section 2 Extra Shifts – Scheduling

(Applicable to Article VIII, Section 1A, I.1)

The following scheduling processes are designed to provide a structured and timely method of filling any staffing needs through a unit's posted schedule. This section does not apply to extra shifts added over and above the posted schedule. The intent of these processes is to provide a method for posting scheduling needs in the long, short, and immediate term processes, and to fill those needs among volunteers in a timely manner in the order agreed upon herein. With the acquisition and implementation of new scheduling software, however, the Employer may find it necessary to modify the specific methods used to meet the intent of this Section. The Employer shall bargain with the Union over any intended changes to the specific methods outlined below prior to implementation of those changes.

Where the process outlined in this Section does not apply because shifts are over and above the posted schedule, the Employer may cancel extra shifts with the following notice:

- By 6:00 a.m. for hours scheduled to start at 7:00 a.m.
- With 2 hour notice for all other work hours

If the Employer does not provide the notice specified, the Employer will guarantee the employee a minimum of four (4) hours of work. The employee may agree to not work or to work less than the guaranteed four hours, in which event s/he will be paid only for the actual hours worked.

In an effort to minimize last minute staffing needs and to set the groundwork for the elimination of mandatory overtime, the following processes will be instituted.

- A. Long Term Process. Scheduling process from one week prior to the posting date until the schedule is posted:
1. One (1) week prior to the posting date (by 5:00 p.m. Friday), the Clinical Nurse Manager (CNM) shall post a tentative schedule based on the unit's staffing needs. The manager shall identify any shifts that have not been filled.
 2. Identified staffing needs shall be sent to employees via an email distribution list for scheduling needs and posted with the schedule on a Scheduling Needs Form in the schedule book. Such scheduling needs form shall be mutually agreed upon by the Union and the Employer and kept for a minimum of one year after the scheduled shift.
 3. Employees may volunteer to fill identified staffing needs by 12:00 noon on Wednesday of the following week (i.e., the Wednesday before the Friday posting) via either:

- a. Notifying the CNM via hospital email, or
 - b. Signing up on the Scheduling Needs Form in the schedule book, which shall be readily available on the unit.
4. The email distribution list for scheduling needs will be comprised of employees on the unit unless they have informed the CNM that they do not wish to be on the distribution list, plus any expansion staff (pre-qualified under Nursing Policy 4.33) and per diem employees who have advised the CNM in writing that they wish to be added to the email distribution list. The right to work as expansion staff shall not be unreasonably denied.
 5. Staff picking up expansion shifts shall not sign up for more than two (2) units for the same or overlapping shift(s) (more than a 30 minute overlap) AND shall let the CNM for each unit know at the time of signing up (whether via e-mail or on the Scheduling Needs Form) that they have signed up for another shift on another unit and identify both that other shift and that other unit.
 6. Among volunteers identified through the above process, shifts shall be scheduled in the following order:
 - a. Core part-time staff without premium and/or overtime pay;
 - b. Float pool without premium pay and/or overtime pay;
 - c. Per Diem without overtime;
 - d. Expansion without premium pay and/or overtime pay;
 - e. Core staff with premium pay and/or overtime pay;
 - f. Expansion staff with premium pay and/or overtime pay;
 - g. Float staff with premium pay and/or overtime pay;
 - h. Per Diem with overtime pay.
 7. Notwithstanding the above priority order, employees who volunteer to pick up an entire available shift shall be given priority over employees who volunteer to pick up only a part of that shift, regardless of priority order or seniority.
 8. If two employees from the same category above sign up for the same shift, the most senior person shall be scheduled.
 9. Part time employees who have scheduled vacation may volunteer to work at any point in the scheduling process provided it does not put the employee in overtime status. Full time employees who have scheduled vacation may not sign up to work extra shifts during the week where their vacation would put them into overtime status except in the immediate process. Both part and full time employees who have scheduled vacation may sign up for extra shifts in the Immediate Term Process regardless of overtime status and may elect whether or not to cancel their scheduled vacation when they do so, but they will not be required to cancel scheduled vacation.
 10. Once selected, staff will be added to the schedule and noted on the Scheduling Needs Form.
 11. When alerting staff via the email distribution list for schedule needs or on the Scheduling Needs form of a scheduling need, the CNM shall include in the notification any specific qualifications, e.g. chemo-certified, telemetry, etc. An employee will be considered qualified to work on any unit to which they may be floated.
- B. Short Term Process. Schedule process from the time the schedule is posted until 96 hours prior to the available shift:
1. As soon as a new staffing need(s) is identified in the short term, the CNM shall promptly identify that need(s) to employees via the email distribution list for scheduling needs and by posting the need in the schedule book on a Scheduling Needs Form.
 2. If a staffing need(s) still exists from the long term process at the time of posting, the CNM will send out an email notification through the email distribution list for scheduling needs that the need still exists.

3. If a new staffing need(s) is identified in the short term, then the Employer will send out an email notification through the email distribution list for scheduling needs that the need has arisen and will post the need in the schedule book on the Scheduling Needs Form.
 4. When alerting staff via the email distribution list for scheduling needs and the Scheduling Needs Form of a scheduling need, the CNM shall include in the notification any specific qualifications, e.g. chemo-certified, telemetry, etc. An employee will be considered qualified to work on any unit to which they may be floated.
 5. Employees may volunteer to fill identified staffing needs by responding within four (4) days of the posting (by 12:00 midnight of the fourth day) of the need. Employees shall respond by either:
 - a. Notifying the CNM via hospital e-mail, or
 - b. Signing up on the Scheduling Needs Form in the schedule book.
 6. On the 5th business day following the posting of a need in the Short Term Process, the CNM shall choose among volunteers to fill the scheduling need using the same prioritization and according to the same rules as in the Long Term Process.
 7. Once selected, employees will be added to the schedule and noted on the Scheduling Needs Form.
 8. The selected individual will be notified by the CNM, covering manager or manager assistant that they have been selected for the shift.
- C. Immediate Term Process. Scheduling process used from 96 hours prior to the start of the shift representing the identified need.
1. If a CNM or Supervisor learns of a need in the immediate term, he/she may ask for volunteers on the unit at the time he/she learns of the need. If no volunteers come forward, the CNM shall send out a notification of the need to employees via the email distribution list for scheduling needs and shall indicate that need on the Scheduling Needs Form.
 2. When alerting staff via the email distribution list for scheduling needs of a scheduling need, the CNM shall include in the notification any specific qualifications, e.g. chemo-certified, telemetry, etc. These special qualifications likewise shall be noted on the Scheduling Needs Form. An employee will be considered qualified to work on any unit to which they may be floated. In the Immediate Term Process, the CNM shall schedule volunteers on a first come, first serve basis. An employee shall not be denied an extra shift in the Immediate Term Process due to the fact that they have vacation scheduled during the week of the extra shift. Should there ever be a tie in the Immediate Term Process, the prioritization shall be in the same order as the Long and the Short Term Processes.
- D. Non- Cancellation of Extra Shifts to Meet Posted Needs
If an employee signs up to work an extra shift through the long, short, or immediate-term processes, the Employer shall not cancel that extra shift for that employee.
- E. Requirement to Float
1. If other staffing needs exist in the hospital and the unit on which an employee picked up an extra shift has an extra employee, then an employee from that unit shall float to the unit that is short (provided that to do so is consistent with minimum competencies and the other provisions of this contract). Which employee will float shall be determined pursuant to the unit's usual mechanism of floating – *i.e.*, the person who picked up the extra shift shall only be required to float if it is that person's turn according to the unit's normal floating procedures.
 2. If no other staffing needs exist in the hospital and the unit on which an employee picked up an extra shift has an extra employee, then the employee who picked up the shift in the long, short, or immediate term processes will be given first choice to go home, which will be without pay. If he/she wants to stay, the other employees on the unit will be given the opportunity to go home with the use of available benefit time.
- F. Utilization of Agency Personnel
It is the Employer's goal to minimize the use of agency personnel consistent with the operational needs of the hospital. The parties recognize that there may be circumstances in which the use of

agency personnel may be the most effective way to address scheduling needs. For example, it may be more effective to fill a two month medical leave of a full time employee with an agency nurse who is available for all of that employee's scheduled shifts rather than attempting to fill those shifts on a piecemeal basis. For this reason, the Employer reserves the right to use agency personnel in lieu of the scheduling process where operational needs require.

G. Wage Premiums and Overtime Pay

1. It is the intent of the Employer to utilize the process outlined in this Section to assure that schedule holes are filled and mandatory overtime is avoided. The Employer therefore agrees to pay all shift premiums, bonuses and overtime pay associated with extra shifts worked by bargaining unit members regardless of whether the shifts were picked up voluntarily and regardless of the timeframe in which the shifts were picked up. These premiums include,

- a. Off-shift premiums (Article VIII, Sections 4 and 10)
- b. Off-weekend premiums (Article VIII, Section 7)
- c. Holdover bonuses (Article VII, Section 15)
- d. Overtime pay (Article VII, Section 19)
- e. Call-Back Time (Article VII, Section 17) (if the employee is called back for duty or is called in on the employee's day off)
- f. Holiday premium pay (Article VII, Section 12)
- g. Float differential for expansion shifts (Article VII, Section 20)
- h. Meal tickets for holdovers over 3.5 hours on the day of the extra shift picked up (Article VII, Section 18)

Section 3 Work Period

The normal work period for full time employees shall consist of eighty (80) hours within the regularly recurring fourteen (14) day biweekly pay period and for part time employees scheduled at their FTE of record during such pay period.

Section 4 Shift Preferences

A. The Employer will provide a permanent day shift for each nursing inpatient unit, Care Initiation Unit (CIU/SSU), Emergency Department, Med Flight, Radiology Nursing, Nursing Operations Support/Inpatient Float, Access Center and three (3) permanent day shifts for Operative Services for the term of this Agreement. Bargaining Unit seniority (as defined by Article IX § 1(B)(3)) of employees in the unit will be used for the purpose of determining permanent day shift preferences. There will be no more than one person on a permanent day shift per nursing inpatient unit,

B. At least fifty percent (50%) of the evening and at least fifty percent (50%) of the night shifts on each inpatient nursing unit, Care Initiation Unit (CIU/SSU), Emergency Department, Med Flight, Radiology Nursing, Nursing Operations Support/Inpatient Float, Access Center and operative services will be offered as permanent shifts. Those employees having preference for working nights or evenings shall, based upon bargaining unit seniority, be given such preferences, as vacancies on those shifts become available.

C. Employees on permanent shifts may be required to deviate temporarily from those shifts. In such an event, employees who are scheduled to work a second shift (of at least 7.5 hours) due to a sudden increase in patient acuity and/or patient population will be paid time and one-half. This excludes instances where employees have traded shifts and also excludes instances where a 12-hour permanent shift employee picks up an extra four hours contiguous to that employee's shift (that employee would receive holdover pay under Section 15).

D. Nurse Clinicians designated either a permanent day or a permanent night shift assignment, who are assigned to work 12-hour shifts that sign up to work the companion 12-hour shift to their permanent work schedules will receive off shift premium for the entire 12-hour shift.

E. Shift / FTE realignment opportunities

1. Shift and FTE increase and decrease opportunities, including shift length will be announced in writing on the unit for seven (7) calendar days and limited to those bargaining unit members on the unit.
2. In making the selection, the Employer will make the decision based on ability, seniority, and job requirements. If ability and job requirements are comparable, seniority shall govern.
3. This action shall not be considered a vacancy.

Section 5 Lunch Periods

Employees who work a shift of more than six (6) hours shall receive a thirty (30) minute unpaid lunch break. No employee shall be required to take more than one hour as a lunch period. If an employee is not relieved of his/her post, station or duty, the lunch period will be work time. Employees working a scheduled work shift of less than six (6) hours will not be required to take a lunch break.

An unpaid lunch period of thirty (30) minutes shall be provided to employees working more than two (2) hours beyond their regular shift when so requested by the employees involved.

Section 6 Rest Periods

All employees shall receive one (1) fifteen (15) minute rest period during each four (4) hours of a shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated.

Management shall make every reasonable effort to relieve the employee of his/her duties during the employee's rest period. The administration of this provision shall be a subject of labor/management meetings.

Section 7 Weekend Scheduling

- A. The Employer shall schedule a minimum of every other weekend off for all employees who desire such schedule, and attempt to accommodate employees who desire weekend work.
- B. Where the need of the Employer requires the scheduling of work on the weekend when the employee would normally be scheduled off, time and one-half shall be paid for such work, unless the schedule was mutually agreed upon.
- C. A weekend consists of a consecutive Saturday and Sunday, beginning at 12:00AM Saturday and ending 11:59 PM on Sunday. An employee permanently assigned to the night or PM shift may request Friday and Saturday nights or PMS as constituting a scheduled weekend off. However, time and one-half will only be paid for work performed on an employee's scheduled weekend off for work performed between the hours of 12:00 A.M. Saturday and 11:59 P.M. Sunday.
- D. The provisions of Article VIII § 8 supersede this Section.

Section 8 Weekend Programs

- A. The Employer may, at its sole discretion, establish, expand, or eliminate Weekend Nursing Programs with a minimum of 30 days notice to the Union.
- B. Nurse Clinician positions will be allocated to the Weekend Nursing Programs and will be subtitled "Weekend Nurse", hereafter referred to as Weekend Nurse. Weekend Nurse and Nurse Clinician, respectively, will be considered the same classification for the purposes of seniority, transfer and layoff.
- C. All Weekend Nurse shifts must be scheduled between the core hours of 6:00AM Friday and 7:30PM Monday, and may be scheduled in blocks of hours not to exceed 12 hours, plus one scheduled lunch period.

- D. Designated Weekend Nurse positions will be filled in accordance with the procedures established in Article X of this Agreement.
- E. Weekend Nurses will be scheduled to work every weekend. The provisions of Article VIII, Section 6 will not apply to Weekend Nurses.
- F. Weekend Nurses will be scheduled to work holidays falling on their regularly scheduled work days and will not be eligible for benefits under Article VII § 12.
- G. Weekend Nurses will receive a weekend add-on of \$10.00 per hour for all hours worked within the core hours.
- H. Weekend Nurses must commit to work the shifts described in Article VII § 20, E (1) & (2) for a six month period to be eligible for benefits under Article VII § 20 (E) of the Agreement.
- I. Premium for holiday and overtime hours worked will be computed at one and one half the employee's base rate of pay. Weekend Nurses receiving premium pay will also earn Weekend Nurse add-on and Responsibility Pay, in accordance with subsections G and H above.
- J. The Employer may, at its sole discretion, establish, expand, or eliminate Weekend Programs for Occupational Therapists and/or Physical Therapists with a minimum of 30 days notice to the Union. If such Program(s) are established or expanded, paragraphs B. through I. shall apply.
- K. Weekend Nurses will be allowed to schedule three (3) weekends off per year. Vacation requests must be in compliance with Article VIII, section 17 of the Collective Bargaining Agreement.

Section 9 Notification of Job Assignment

Management will give prior notice to employees of changes in job assignments and will discuss with the employee any major changes in duties.

Section 10 Shift Rotation

Employees shall not be routinely required to rotate between more than two shifts. Bargaining unit seniority will be used for purposes of determining shift preferences. In the event an employee works a third shift (of at least 7.5 hours, all of which must be outside of the employee's regular shift), time and one-half will be paid. This excludes instances where employees have traded shifts.

The Employer shall attempt to limit the number of shift rotation switches to a minimum. However, no more than three (3) shift rotation switches shall be scheduled in a pay period.

Section 11 Floating

- A. The parties agree that management has the right to temporarily reassign employees.
1. Employees may be required to work on units other than their permanent assignments. The Employer will make every effort to only float employees to similar practice areas, as indicated below. However, the Employer may float any employee to units to which the employee desires to be floated and for which the employee is qualified. Floating units are as follows:

Surgical: F4/6, F6/6, B4/6*, B6/4, CIU

Heart and Vascular: B4/5, F4/5, D4/5

Critical Care: F8/4, TLC, BU, F4/M5, B4/5

Pediatrics: P4, P5, PICU

Medical: D6/5, F6/5, D6/4, B4/4**, B6/6, FP/Security*, D4/4, CIU

Pediatric burns: Burn unit, PICU

*Requires specific orientation to float in; employees may float out to the listed units.

****Employees from listed units may float in; employees who float out may require negotiation of an alternative assignment method**

2. The employer will make every effort to only float employees to handle patient care assignments on units with the same or lower level of care as their home units, except where units are paired such as F4/5 and F4/M5. Should a float be required that is inconsistent with this Section, the patient care assignment will be negotiated with the affected employee.
 3. The Employer will not float an employee to function as the only nurse on a unit or expect a floated employee to function as Care Team Leader/ Charge Nurse/ Senior Team Member without specific orientation to that role on that unit.
 4. When assigned to another unit, an employee will receive orientation to specific requirements particular to the care of the patients involved.
 5. The employee in charge of patient assignments on the unit to which the employee is floated will discuss the particular assignment to be given to the floated employee with that employee and negotiate adjustments to that assignment with that employee as necessary – including consideration of alternative assignment methods as appropriate – and designate another qualified person to whom that floated employee can look as a resource on the unit.
 6. In units where the equipment and procedures are new or unfamiliar, the employee is expected to notify the supervisor or nurse in charge of the need for orientation to the equipment and procedures.
 7. Employees who have been floated may not be required to work unscheduled extra shifts on that unit.
 8. Employees, including Per Diem Nurse Clinicians, who are scheduled to work an 8 or 12-hour shift shall not be required to work on more than two units during that time, unless mutually agreed upon between the Employer and employee.
- B. If a negotiation of a patient assignment on a unit is unsuccessful and the floated employee feels that she/he could not provide safe care, she/he can verbally inform the supervisor of her/his objections, who will intervene and attempt to resolve the conflict.
1. If the employee is thereafter directed to act, she/he shall immediately report to the assignment.
 2. As soon as possible thereafter, the employee will provide the Employer with a written record of her/his objections to the temporary assignment.
 3. The employee will not be held negligent for performing those services pursuant to the temporary assignment for which she/he does not have adequate educational preparation.
- C. In cases where the employee believes that a float or supplemental staff member cannot provide safe care, the objecting employee will verbally notify his/her supervisor.
- D. When written notification of unsafe practice is given to management, a timely response shall be given verbally or in writing by management.
- E. Should a float pool employee be required to float to units that were not included in their original position description, orientation will be provided. If a float pool employee feels s/he was treated unfairly or unprofessionally, or given an inappropriate patient assignment on a unit, the Employer will investigate the matter and make efforts to resolve the situation.

Section 12 Scheduling of Compensatory Time Credits

- A. When compensatory time credits have been earned by an employee under the-provisions of Article VII § 15, the employee is allowed to bank a maximum of forty (40) hours of compensatory time credits. Each pay period in which the employee's compensatory time balance exceeds forty (40) hours, those credits in excess of forty (40) hours will be paid out in cash at the next pay period.
- B. Compensatory time credits will be scheduled by employees with approval by their supervisor.
- C. Employee's written requests for scheduling compensatory time that are denied will be answered

in writing in a timely manner by the Employer explaining the reason for the denial.

D. An employee may request, in writing, a cash payout of any or all banked compensatory time no more than two (2) times in a calendar year (as determined by the employee). This request for cash payout shall not be unreasonably denied. Any denial of this request shall be in writing.

E. See Article VII, § 15 for Earning Compensatory Time.

Section 13 Extra Shifts

A. The Employer will offer unscheduled extra shifts, or portions thereof, to part time employees already on duty on the work unit before assigning those shifts to per diem employees, as long as no overtime or premium pay is generated.

B. The Employer will offer scheduled shifts, or portions thereof, to part time employees before assigning those shifts to per diem employees, as long as no overtime or premium pay is generated.

C. Sections A & B above do not suggest that employees will waive their right to overtime.

Section 14 Overtime

A. Scheduled overtime is defined as that overtime for which management determines that an overtime assignment will be necessary at least twenty-four (24) hours prior to the starting of such overtime assignment.

1. Where regularly scheduled overtime work is required, the Employer will assign such overtime by bargaining unit seniority among those employees assigned to the work unit who normally perform the work involved. Such assignment shall be made as soon as practical after the need is identified.

2. In the distribution of scheduled overtime, employees shall be permitted to decline overtime work.

3. If all employees in the work unit decline an opportunity for overtime work, the Employer shall require the performance of this overtime work on each occasion in reverse seniority order, beginning with the employee with the least seniority, except Weekend Nurses.

B. The Employer shall have the right to require the performance of overtime work including requiring employees to remain at work after conclusion of their shift until relief is available. The Employer shall consider previous overtime exposure and length of shift already worked when requiring the performance of overtime work.

Section 15 Holdover

A. An employee may volunteer to accept work before or beyond his/her scheduled shift. For 24/7 units as defined under Article VI, Section 8, this means volunteering to accept an assignment of three and one-half (3 ½) or more hours contiguous to a shift already worked or to be worked of at least 8 hours. For non-24/7 areas as defined under Article VI, Section 8, this means volunteering to accept an assignment of one (1) or more hours contiguous to a shift already worked or to be worked of at least 8 hours.

B. Holdover A - If an employee works three and one-half (3 ½) consecutive hours beyond or before a scheduled shift he/she shall receive \$50.00 payment in addition to his/her base rate or premium rate if applicable.

Holdover B - if an employee works more than four and one-half (4 ½) consecutive hours beyond or before a scheduled shift he/she shall receive \$100.00 payment in addition to his/her base rate or premium rate if applicable.

C. For non-24/7 units as defined by Article VI, Section 11 of this agreement, nurses as defined in Art. II, Section 1 shall receive the following bonuses for instances of holdover:

Holdover 1 – Nurses who work one (1) or more consecutive hours beyond or before a scheduled shift shall be paid a \$15.00 payment in addition to their base rate or premium rate if applicable

Holdover 2 – Nurses who work two (2) or more consecutive hours beyond or before a scheduled shift shall be paid a \$20.00 payment in addition to their base rate or premium rate if applicable.

Holdover 3 – Nurses who work three (3) or more consecutive hours beyond or before a scheduled shift shall be paid a \$30.00 payment in addition to their base rate or premium rate if applicable.

These bonuses shall not pyramid with each other or with the bonuses in paragraph B above.

D. When an employee works beyond his/her scheduled shift in excess of three and one-half (3 ½) hours or more, as defined in B. above, the Employer will provide twelve (12) hours off until the next scheduled shift, unless mutually agreed to return earlier.

Section 16 Mandatory Overtime

Mandatory overtime is prohibited except in an emergency. No employee shall be disciplined for refusing to work overtime in non-emergency situations.

A. “Mandatory Overtime” means requiring an employee to work more than his/her regularly scheduled hours according to the predetermined work schedule.

B. “Mandatory Overtime” does not include overtime work that occurs because of pre-scheduled on-call time or the need to complete a particular case, treatment, or procedure.

C. An “emergency” means a period when replacement staff are not able to report for duty for the next shift or there is increased patient need, because of unforeseeable circumstances [e.g. act of terrorism, natural, external or internal (defined by policy 12.42 March 2003) disaster, an acute disease epidemic, hazardous weather conditions (e.g. tornado, flash flood, blizzard or ice storm), or an unusually high volume of last-minute (defined as occurring after the time designated by UWHC policy 4.10 effective February 2003 for call-ins) sick calls and/or no-shows of bargaining unit members. If the Employer wishes to change the definition of last minute pursuant to a revised UWHC policy or to add to the above examples of an emergency, it will first bargain with the Union.

D. If there is disagreement between the nurse to be mandated and the nursing supervisor/manager about whether an emergency exists, the nurse to be mandated can request a review by the Director/Nursing Administrator On Call. The Director/Nursing Administrator On-Call shall discuss the matter with both parties and make a reasonable determination as to how to proceed before the nurse is mandated. This decision shall be grievable.

E. An “emergency” must not be caused by the Employer’s inattention or lack of reasonable contingency planning.

F. In the event of an emergency, all reasonable efforts, including but not limited to float pool, expansion or per diem staff, will be made to find volunteers to meet staffing needs before any nurse is mandated, and those efforts will continue even if a mandate became necessary so as to minimize the time that any nurse is required to stay.

F. Only in an emergency as defined in this section, the Employer may require an employee to remain beyond his/her scheduled shift in reverse bargaining unit seniority order beginning with the least senior qualified employee. In addition, the individual circumstances of an affected employee will be considered such as previous overtime exposure and length of shift already worked or to be worked. Each employee will have the opportunity to decline the mandate once in one year. Declining the mandate is good for only one shift. Only one employee per unit can decline a mandate on the specific shift. If more than one employee declines the mandate, the least senior employee shall work the mandate.

G. Mandated employees are eligible for holdover provisions in Article VIII, Section 15, Subsection B, C, and D, if applicable. (See Letter of Understanding #6 regarding Patient Abandonment)

Section 17 Vacation and Legal Holiday Scheduling

A. The parties agree that the intent of the vacation/holiday scheduling process is to ensure that everyone on the work unit will have the opportunity to take their allotted vacation and legal holiday time during the calendar year in which it is earned. Employees are expected to schedule their vacation and legal holiday time throughout the year in which it is earned and will be encouraged to do so by their supervisor. In scheduling vacation and legal holiday, choice of time and amounts shall be governed by bargaining unit seniority as defined in Article IX.

Employer shall adjust the number of employees allowed off at any given time for vacation/legal holiday. This adjustment shall occur quarterly.

B. Twice each year employees may select vacation/holiday time based strictly on their bargaining unit seniority applied within the context of their unit/clinic.

1. Employees who wish to use seniority for scheduling vacation and legal holiday time for the succeeding year (January through mid-December) will submit requests to their immediate supervisor prior to November 15, except as provided in § C. During this first vacation pick period, employees may not request more than two blocks of five (5) consecutive workdays, or an equivalent length of work week for part-time employees:

In 2011, between Sunday, May 29 and Sunday, September 11,
In 2012, between Sunday, May 27 and Sunday, September 9,
In 2013, between Sunday, May 26 and Sunday, September 8,
In 2014, between Sunday, May 25 and Sunday, September 7.

The weeks do not have to be consecutive weeks. No more than three (3) requests by an employee for less than one week may be granted during the above time period. If available vacation times remain between the above dates after the bargaining unit seniority selections have been authorized, further selections will be authorized by bargaining unit seniority, without the above limitations.

2. Employees will submit requests on designated selection forms indicating their top priorities for vacation and legal holiday. In addition, other communication tools may be used to facilitate awareness of available dates prior to submitting the designated forms to the appropriate manager. In the event that more senior employees have selected any of their priority choices, the employee will be given twenty-four (24) hours in which to submit another request prior to approval of less senior employees' requests.

3. Each unit/area will only use one method, written or electronic, for vacation scheduling. All vacation/holiday selections must be submitted in writing or by the designated electronic vacation scheduling program. The supervisor will respond in writing or by electronic acknowledgement by the first week day after January 1 for the first vacation picks and by June 1 for the second vacation picks, indicating approval or disapproval of all vacation and/or holiday selection requests. The Employer will provide training for employees not familiar with electronic vacation scheduling.

4. When the November scheduling of vacation and legal holiday time is completed, a one year calendar will be posted or will be made available for employees to view electronically to show available unscheduled vacation time. Employees may select any available times between January 1 and June 30 on a first come basis. As these times are selected and approved they will be indicated as such in the electronic program or they will be marked off on the calendar.

5. A second vacation and legal holiday scheduling process will be carried out for employees who wish to exercise seniority for vacation and legal holiday time selections for the months between July 1st and mid-December (see § C). Employees will submit their requests to their immediate supervisor prior to May 1. The process and guidelines identified in paragraphs 1—3 above will be followed. These requests will not supersede the approved selections of less senior employees made earlier in the year.

6. When the May scheduling of vacation and legal holiday time is completed, a one year calendar will be updated to show available unscheduled vacation time. Employees may select any available times between July 1st and mid-December (see § C) on a first come first served basis. As these times are selected and approved they will be marked off the calendar.

C. Each unit shall select their method for holiday time off by a majority vote by September 15th for the following year starting with January 2nd. Methods may include:

1. Employees may submit requests to schedule time for holidays (Thanksgiving Day, December 24, 25, 31 and January 1). Employees who do not receive their priority request one year will receive it the following year as long as minimum staffing levels can be met.
2. Employees may submit requests for one of the two groups of holidays listed below:
 - a. Group A (Martin Luther King Day, 4th of July, Thanksgiving, December 31 and January 1); or
 - b. Group B (Memorial Day, Labor Day, December 24 & 25).

Employees shall select their preferred holiday group by bargaining unit seniority. Once the holiday assignments have been authorized by their manager to ensure effective operations, the holiday groupings shall be rotated on an annual basis. New staff hired shall be placed in the open holiday group.

3. Employees and management may develop another holiday scheduling option.

D. Vacation/holiday scheduling by seniority is not available for the two-week period which includes the Christmas and New Year's holidays.

1. For 2010: December 19 through Saturday, January 1, 2011;
For 2011: December 18 through Saturday, December 31, 2011;
For 2012: December 22 through Saturday, January 4, 2013;
For 2013: December 21, through Saturday, January 3, 2014.

2. The employer will distribute time off over the holiday period, including Thanksgiving Day, December 24, 25, 31, and January 1, in an equitable manner.

3. a) During the Christmas/New Year's period when vacations are blocked due to the holidays, one professional staff in each work unit who has 20 years or greater bargaining unit seniority shall be offered the opportunity to take no more than 40 hours off, or an equivalent length of work week for part-time employees, if the individual has benefit time available. This request should be submitted at the November 15th vacation pick period. Professional staff meeting the criteria will rotate each year until each professional staff who wants to be off has had the opportunity to do so. The rotation will then start over. The rotation will begin with the most senior professional staff, or alphabetical or however the work unit chooses. Once the rotation method is established, it must be continuously applied.

b) During the vacation pick periods all other employees may request no more than two (2) days during the holiday period following the normal vacation and legal holiday scheduling process. This provision shall not entitle an employee to request off under this section for Christmas Eve, Christmas, New Year's Eve or New Year's Day.

4. On inpatient nursing units, one bargaining unit employee in each work unit who has 20 years or greater bargaining unit seniority shall be offered the opportunity to have off one of their required holidays for a calendar year. This request should be submitted at the November 15th vacation pick period for the following year starting with January 2nd. Employees meeting the criteria will rotate each year until each employee who wants to be off on one of their required holidays has had the opportunity to do so. The rotation will then start over. The rotation will begin with the most senior employee. Once the rotation method is established, it must be continuously applied. For units with more than one employee with 20+ years of bargaining unit seniority, the person whose turn it is under this provision shall not have the Christmas and/or New Year's holidays off when another bargaining unit employee on that unit has those holidays off pursuant to D3 (a) above. In other words, this

provision shall not result in more than one employee on any unit being entitled off on Christmas Eve, Christmas, New Year's Eve or New Year's Day.

5. Employees that meet the requirements below may be offered a schedule of no-holidays and/or no-weekends as follows:

a. No Holidays Option - Employees with thirty (30) years or more of bargaining unit seniority are eligible for a work schedule that does not include a holiday requirement. The number of employees offered this type of schedule is determined by management based on the operational needs of the individual area or unit. The employer's needs and staffing model must be met on the posted schedule and the number of employees offered this option may vary depending on the needs of the area/unit.

1. Employees with thirty (30) or more years of bargaining unit seniority will be offered this option in descending seniority order.

2. If the more senior employee with thirty (30) years or more bargaining unit seniority elects to decline this option, the option will be offered to the next senior employee with thirty (30) years of more bargaining unit seniority and the high senior employee will forfeit the no-holiday option.

3. If a low census situation occurs on a holiday (excluding the two-week Christmas/New Years block out period defined in Article VIII, Section 17), employees with thirty (30) or more years of bargaining unit seniority will be offered the opportunity to use earned vacation or legal holiday time in descending seniority order providing:

- i. All other employees working with a premium shall be offered off first;
- ii. Per Diem Option 1 and 2 employees pre-scheduled to work in the long term process are cancelled;
- iii. The employee is scheduled for that shift;
- iv. The remaining employees working that shift have the competencies (e.g., telemetry, charge) to provide care for patient needs.

4. Employees assigned to work a no-holiday schedule who volunteer to work a holiday shift shall not be eligible to receive premium pay (i.e., off shift, off weekend) for that holiday shift. If the employee works a holiday shift as mandated per contract language Article 8, Section 16, all applicable premiums will apply.

5. If the number of positions offered to employees under this option decreases the least senior employee will be reassigned to work the holidays in ascending seniority order and will be reassigned to his/her previous work shift, weekend assignment, and holiday assignment prior to working the no-holiday option. If the number increases, the opportunity will be offered to the next most senior employee with thirty (30) or more years of bargaining unit seniority. If management determines that the number of positions will increase, decrease or be eliminated, employees in the area/unit will be provided with forty-five (45) days notification.

6. This section does not apply to on call requirements on holidays.

b. No-Weekend Option - Employees with thirty (30) years or more of bargaining unit seniority are eligible for a work schedule that does not include a weekend requirement, as defined in Article VIII, Section 7. The number of employees offered this type of schedule is determined by management based on the operational needs of the individual area or unit. The employer's needs and staffing model must be met on the posted schedule and the number of employees offered this option may vary depending on the needs of the area/unit.

1. Employees with thirty (30) or more years of bargaining unit seniority will be offered this option in descending seniority order.

2. If the more senior employee with thirty (30) years or more bargaining unit seniority elects to decline this option, the option will be offered to the next senior employee and the high senior employee will forfeit the no-weekend option.

3. If a low census situation occurs on a weekend (excluding the two-week Christmas/New Years block out period defined in Article VIII, Section 17), employees with thirty (30) or more years of bargaining unit seniority will be offered the opportunity to use earned vacation or legal holiday time in descending seniority order providing:

- i. All other employees who are working with a premium shall be offered off first;
- ii. Per Diem Option 1 & 2, employees pre-scheduled to work in the long term process are cancelled;
- iii. The employee is scheduled for that shift;
- iv. The remaining employees working that shift have the competencies (e.g., telemetry, charge) to provide care for patient needs.

4. Employees assigned to work a no-weekend schedule who volunteer to work a weekend shift shall not be eligible to receive off shift and off weekend premium pay for that weekend shift. If the employee works a weekend shift as mandated per contract language Article 8, Section 16, all applicable premiums will apply.

5. If the number of positions offered to employees under this option decreases the least senior employee will be reassigned to work the weekends in ascending seniority order and will be reassigned to his/her previous work shift and weekend assignment prior to working the no-holiday option. If the number increases, the opportunity will be offered to the next most senior employee with thirty (30) or more years of bargaining unit seniority. If management determines that the number of positions must increase, decrease or be eliminated, employees will be provided with forty-five (45) days notification.

6. This section does not apply to on call requirements on weekends.

c. If an employee is awarded either a no-holiday or a no-weekend schedule, this may not be taken away by other employees who transfer into the area/unit. It will remain with the employee it was awarded to until that employee either:

1. Transfers from the area/unit;
2. Declines the no holiday and/or no weekend position.

If an employee, working a no-weekend and/or no-holiday scheduling option, transfers into a different area/unit, that senior employee may not be able to retain that option(s). Management will determine whether either option may be retained.

d. Employees that decline or accept either option will do so in writing.

e. Management has the sole discretion to determine which area/unit may offer either option, or the number of positions available in any area/unit. These determinations are not subject to the grievance procedure.

f. If a no-weekend option is eliminated, existing approved vacation selections for affected employees will be honored for the remainder of the calendar year.

g. If elimination from a no-weekend and/or no-holiday scheduling option causes an employee to be unable to schedule their allotted vacation during a calendar year, the employee may carryover any remaining unused time pursuant to Article VIII, Section 17, I. .

h. The Employer will provide the Union with an annual report in November that lists the employee and the area/unit utilizing both options.

E. Vacations may be voluntarily canceled by the employee with six weeks notice. Employees who cancel their vacation with less than six weeks notice will accept a work assignment made by the employer and will waive off-shift and off-weekend premiums that apply.

- F. When a pre-scheduled vacation/holiday time becomes available, it will be posted on the unit for seven days for use by other employees in the same classification series. Written, dated requests submitted to the immediate supervisor will be approved by seniority provided coverage allows and operational needs permit.
- G. If use of vacation/holiday time has been approved, compensatory time may not be substituted at a later date in lieu of that vacation.
- H. When an employee becomes ill during a prescheduled vacation, the employee may reschedule vacation in the same calendar year during any period that has not already been scheduled by another employee.
- I. Employees may schedule vacation/holiday time on their normal weekend to work, excluding weekend nurses, provided that weekend is scheduled to immediately precede or follow a full work week. The full work week requirement will be prorated for part-time employees as follows:
1. Part-time employees who work 30%, 50%, 70%, and 90% will be expected to schedule half their vacation time at their higher week's effort and the other half at the lower week's effort in order for the weekends preceding and following the vacation days to be part of the vacation block.
 2. Part-time employees who work 40%, 60%, and 80% will be expected to schedule their vacation time with equal days off in each week consistent with their percent in order for the weekends preceding and following the vacation days to be part of the vacation block.
- J. Occupational and Physical Therapists may request up to four (4) non-holiday weekend shift(s) for each forty (40) contiguous hours (pro-rated by FTE) of approved vacation. The non-holiday weekend may not be split (i.e., requested non-holiday weekend shifts must be from the same weekend). A non-holiday weekend is defined as the Saturday and Sunday that falls immediately prior to, during, or after forty (40) contiguous hours (pro-rated by FTE) of approved vacation. The request for non-holiday weekend shifts off must be requested at the same time that the corresponding week of vacation is requested pursuant to Article 8, Section 17B and must be requested prior to completion of the non-holiday weekend quarterly scheduling process, pursuant to the scheduling guidelines. To be designated as a non-holiday weekend off under this provision, the employee may not work between a scheduled vacation day off and the desired non-holiday weekend. The weekend(s) designated as time off must be contiguous to the approved time off. For employees assigned to an alternative work schedule, non-holiday weekends are defined as the two days of the week preceding or following the employee's work schedule that are regularly non scheduled work days (i.e., the weekend is Sunday and Monday for someone who works Tuesday through Saturday).
- K. A calendar will be posted on each unit showing the number of staff who may be off each day of the year. This number will be governed by the program needs of the unit.
- L. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit.
- M. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation scheduled only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect another employee's vacation period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation periods as seldom as possible.
- N. Employees who transfer or are reassigned shall carry their vacation selections to their new work unit providing no other employee's vacation selection is adversely affected and the vacation selection is consistent with the requirements of the Weekend Nursing Program.

Section 18 Inclement Weather and Make-Up Time

Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm shall be allowed to work to make up for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.

When the Employer allows employees to leave work before the end of the work day because of hazardous driving conditions or other reasons the time the employee is absent will be charged to vacation, holiday or compensatory time credits as the employee requests, or the employee can make up time lost from that day. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.

When the Employer directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations the employee will be allowed to work up to eight (8) hours to make up for such lost time. Makeup shall be at the regular rate of pay, scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent period.

Section 19 Work and Travel Time

The time spent traveling from an employee's place of residence to and from a work site is not considered work time except in those instances where an employee is required by the Employer to travel from his/her home to a work site (or pickup point). In these instances, the employee will be in work status while traveling from the employee's residence to a work site (or pickup point). An employee also will be in work status while traveling from a pickup point to a work site. Travel from an employee's residence to the headquarters location is not considered work time. Work related activities shall include but not be limited to patient/client related activities such as home visits, completion of reports and records, mailings, telephone calls, preparation of materials and audiovisual aids, and training sessions and group meetings.

Section 20 Work Schedules - Per Diems.

This section applies to all per diems unless otherwise noted.

It is management's exclusive right to schedule or not schedule Per Diem Nurse Clinicians, Per Diem Occupational Therapists, and Per Diem Physical Therapists.

A. Submission of Available Hours.

Per Diem Nurse Clinicians are required to submit a schedule of available in advance as required by clinical assignment prior to each scheduling period. For Per Diem Occupational Therapists and Per Diem Physical Therapists, scheduling will occur quarterly. Per Diems must submit available hours in accordance with the Option to which they have been assigned.

B. Schedule Options – Per Diem Nurse Clinician.

The following scheduling Options are currently available to Per Diem Nurse Clinicians.

Option I: Option I provides the maximum flexibility in work hour commitment. There are two divisions:

- a. **Option IA:** Under Option IA, a Per Diem must commit to work a minimum of two (2) eight (8) hour shifts, in direct patient care, every four (4) weeks one of which must be an evening, night, weekend or holiday shift as applicable to operations.

b. Option IB: Under Option IB, a Per Diem must commit to work thirty-two (32) hours per four (4) week scheduling period in direct patient care, one of which must be an evening, night, weekend or holiday shift as applicable to operations.

Option II: Under Option II, a Per Diem must commit to work 48 hours per four (4) week scheduling period as follows:

- a. Inpatient, Surgical Services, Radiology, and Dialysis: Sixteen (16) hours of the 48 hours must be Weekend Shift hours and sixteen (16) hours must be Off Shift hours. Off-shift hours scheduled during a Weekend Shift shall be considered towards both the Weekend Shift and the Off Shift requirements. Option II also requires the Per Diem to work at least one Winter Holiday and one Summer Holiday. Inpatient Per Diems must commit to work in an assigned cluster of units.
- b. Home Health: One weekend (Saturday and Sunday sequence) in every four weeks must be worked based on operational needs. Option II also requires the Per Diem to work at least one Winter holiday and one Summer holiday based on home health agency needs.
- c. Clinics/Surgical Services (non-24/7 areas): The Per Diem may be required to work off shift, or a weekend, or holiday.

Option III: This Option requires the Per Diem to agree to work a defined period of time for specific inpatient clinical unit(s), Clinic(s), Home Health, and Surgical Services. Option III assignments require at least sixty percent (60%) FTE time commitment on the part of the Per Diem along with required off-shift, weekend hours and/or stand-by hours.

- a. Home Health: One weekend (Saturday and Sunday sequence) in every four weeks must be worked along with on-call and at least one winter holiday and one summer holiday based on home health agency need.
- b. Clinics/Surgical Services (non-24/7 areas): The Per Diem may be required to work off shift, on-call, or a weekend, and at least one Winter holiday and one Summer holiday, based on operational need. Available hours must be submitted six weeks in advance of the scheduling period.

C. Schedule Options – Per Diem Occupational Therapists, Per Diem Physical Therapists

The following scheduling Options are currently available to Per Diem Occupational Therapists and Per Diem Physical Therapists.

1. Option I Per Diem Occupational Therapists and Per Diem Physical Therapists commit to a minimum of two (2) weekend days per quarter. Weekend days are defined as work performed on Saturday, Sunday, or a Designated Holiday as defined in Article VII, Section 12. Option I Per Diem Occupational Therapists and Per Diem Physical Therapists who commit to work 12 weekday shifts per quarter would not be required to work a weekend shift during the same quarter.
2. Option II Per Diem Occupational Therapists and Per Diem Physical Therapists must commit to working a minimum of 2 weekend days but less than 4 weekend days per month. Weekend days are defined as work performed on Saturday, Sunday, or a Designated Holiday as defined in Article VII, Section 12.
3. Option III Per Diem Occupational Therapists and Per Diem Physical Therapists must commit to working 4 or more weekend days per month. Weekend days are defined as work performed on Saturday, Sunday, or a Designated Holiday as defined in Article VII, Section 12.

D. Failure to Submit Available Time in Conformance with Option.

If a Per Diem submits available hours that fail to conform to the defined Option, the Employer may pay the base wage rate applicable to the defined Option to which the submitted available hours conform. If a Per Diem submits available hours that exceed the requirements of the Option chosen by a Per Diem, the Employer is not obligated to pay wages based on the wage rate applicable to any Option other than the assigned Option for the Per Diem.

E. Off Shift, Weekend Shift, Winter Holiday, Summer Holiday.

"Off Shift" hours for Inpatient, Surgical Services, Radiology and Dialysis refers to hours worked between 3:00 pm and 6:59 am. "Off shift" hours for clinics and home health refers to hours worked between 5:00

pm and 6:59 am. "Weekend Shift" hours for Inpatient, Surgical Services, Radiology, and Dialysis refers to hours worked between 3:00 pm Friday and 11:59 pm Sunday. "Weekend Shift" hours for clinics and home health refers to hours worked between 12:00 am on Saturday and 11:59 pm on Sunday. Winter holidays are specified as Thanksgiving, Christmas Eve, Christmas, New Year's Eve and New Year's Day. Summer holidays are specified as Memorial Day, Independence Day and Labor Day.

F. Failure to Maintain Requirements.

Should a Per Diem fail to meet the requirements of the selected Option during any four (4) week scheduling period (either by not working the required scheduled number of hours or by not working hours at the required time as defined), the Per Diem shall automatically revert to a lesser Option for the next four (4) week scheduling period. The Option to which a Per Diem reverts is determined by comparing the number and format of hours the Per Diem actually worked when the Per Diem failed to meet the requirements of the Per Diem's current Option. The Option under which the Per Diem would have met the requirements, in the period which the Per Diem failed to qualify shall be the Option to which the Per Diem reverts for the next four (4) week scheduling period (unless otherwise agreed upon by the Employer). The Per Diem shall remain in the Option until the Per Diem meets the required hours and in the required format as defined. If the Per Diem has not worked 16 hours in the past 4 week scheduling period he/she will receive notification that they must work 16 hours in the next 4 week schedule or they will be removed from the active list of Per Diems.

G. Cancellation of Pre-scheduled Hours

1. Employer Initiated Cancellation:

Pre-scheduled hours may be canceled in whole or in part by the Employer if the staffing needs of the Employer change. The Employer may cancel pre-scheduled hours with the following notice:

- a. For Per Diem Nurse Clinicians: By 6:00 am for hours scheduled to start at 7:00 am.
- b. For Per Diem Nurse Clinicians: With 2 hour notice for all other work hours.
- c. For Per Diem Occupational Therapists and Per Diem Physical Therapists: By 6:00 am for shifts that start between 7:00 and 8:00 am and 2 hour notice for all other work hours.
- d. If the Employer does not provide the notice specified in (a) or (b) above, as applicable, the Employer will guarantee the Per Diem a minimum of four (4) hours of work. The Per Diem may agree to not work or to work less than the guaranteed four hours, in which event he/she will be paid only for actual hours worked.

2. Employee Initiated Cancellation:

- a. A Per Diem Nurse Clinician may cancel pre-scheduled work hours by notifying Nursing Resource Center/Nursing Coordinator or person designated by management by Friday at 4:30 p.m. for pre-scheduled hours for the upcoming week, Monday-Sunday.
- b. If unexpected events such as illness require cancellation within the work week the Per Diem Nurse Clinician must notify the Nursing Resource Center/Nursing Coordinator or person designated by management of cancellation by 6:00 a.m. for shifts beginning at 7:00 am and 4 hours prior to the beginning of any other shift start times. In Clinics and Home Health management must be notified of a cancellation by 7 a.m.
- c. A Per Diem Occupational Therapist or Per Diem Physical Therapist may cancel pre-scheduled work hours by notifying the Therapy Supervisor or person designated by management by Thursday at 4:30 p.m. for the upcoming week, Monday-Sunday.
- d. If unexpected events such as illness require cancellation within the work week, the Per Diem Occupational Therapist or Per Diem Physical Therapist must notify the Therapy Supervisor or person designated by management of cancellation by 6:00 a.m. for work days that start between 7:00 a.m. and 8:00 a.m. and with 2 hour notice for all other work.

H. Scheduling of Work - Per Diems

1. Work schedules are defined as an employee's assigned hours of the day, days of the week days off, and shift rotations. Shifts refer to only three (3) shifts: Day (7:00–3:30), Evenings (3:00–

11:30) and Night (11:00–7:00) with a shift determined where the majority of hours fall within the band.

2. The Employer shall provide at least 12 consecutive hours off between scheduled shifts unless the employee requests otherwise.
3. Employees shall work no more than sixteen and one half (16 1/2) hours consecutively. Exceeding 16 1/2 hours may only be done in the Main Operating Room (OR) by mutual agreement of the employee and supervisor.
4. Normally employees will not be scheduled for more than six (6) consecutive days.
5. A Per Diem may exchange shifts with another Per Diem with prior supervisory approval.

I. Lunch Periods

Employees who work a shift of more than six (6) hours shall receive a thirty (30) minute unpaid lunch break. No employee shall be required to take more than one hour as a lunch period. If an employee is not relieved of his/her post, station or duty, the lunch period will be work time. Employees working a scheduled work shift of less than six (6) hours will not be required to take a lunch break. An unpaid lunch period of thirty (30) minutes shall be provided to employees working more than two (2) hours beyond their regular shift when so requested by the employees involved.

J. Rest Periods

All employees shall receive one (1) fifteen (15) minute rest period during each four (4) hours of a shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated. Management shall make every reasonable effort to relieve the employee of his/her duties during the employee's rest period. The administration of this provision shall be a subject of labor/management meetings.

K. Weekend Scheduling

Per Diem Nurse Clinician Option III only. The Employer shall schedule a minimum of every other weekend off for all employees who desire such schedule, and attempt to accommodate employees who desire weekend work. Where the need of the Employer requires the scheduling of work on the weekend when the employee would normally be scheduled off, time and one-half shall be paid for such work, unless the schedule was mutually agreed upon. Weekend scheduling in Surgical Services (non-24/7 areas), Clinics and Home Health, will be based on operational need.

L. Notification of Job Assignment

Management will give prior notice to employees of changes in job assignments and will discuss with the employee any major changes in duties.

M. Shift Rotation

Per Diem Nurse Clinician Option III only. Employees shall not be routinely required to rotate between more than two shifts. Bargaining unit seniority will be used for purposes of determining shift preferences. In the event an employee is involuntarily scheduled to work a third shift, time and one-half will be paid. The Employer shall attempt to limit the number of shift rotation switches to a minimum. However, no more than four (4) shift rotation switches shall be scheduled in a pay period.

N. Floating

Per Diem Nurse Clinician Option III only.

1. The parties agree that management has the right to temporarily reassign employees.
 - a. Employees may be required to work on units other than their permanent assignments.
 - b. When assigned to another unit, an employee will receive orientation to specific requirements particular to the care of the patients involved.
 - c. In units where the equipment and procedures are new or unfamiliar, the employee is expected to notify the supervisor of the need for orientation to the equipment and procedures.
 - d. Employees who have been floated may not be required to work unscheduled extra shifts on that unit.

2. In cases where the employee feels that she/he could not provide safe care, she/he can verbally inform the supervisor of her/his objections.
 - a. If the employee is thereafter directed to act, she/he shall immediately report to the assignment.
 - b. As soon as possible thereafter, the employee will provide the Employer with a written record of her/his objections to the temporary assignment.
 - c. The employee will not be held negligent for performing those services pursuant to the temporary assignment for which she/he does not have adequate educational preparation.
3. In cases where the employee believes that a float or supplemental staff member cannot provide safe care, the objecting employee will verbally notify his/her supervisor.
4. When written notification of unsafe practice is given to management, a timely response shall be given verbally or in writing by management.

O. Extra Shifts

1. The Employer will offer unscheduled extra shifts, or portions thereof, to part time employees already on duty on the work unit before assigning those shifts to per diem employees, as long as no overtime or premium pay is generated.
2. The Employer will offer scheduled shifts, or portions thereof, to part time employees before assigning those shifts to per diem employees, as long no overtime or premium pay is generated.
3. Sections 1 & 2 above do not suggest that employees will waive their right to overtime.

P. Holdover

1. An employee may volunteer to accept work before or beyond his/her scheduled shift. For 24/7 units as defined under Article VI, Section 11, this means volunteering to accept an assignment of three and one-half (3 ½) or more hours contiguous to a shift already worked or to be worked of at least 8 hours. For non-24/7 areas, this means volunteering to accept an assignment of one (1) or more hours contiguous to a shift already worked, or to be worked, of at least 8 hours.
 - a. Holdover A - If an employee works three and one-half (3 ½) consecutive hours beyond or before a scheduled shift he/she shall receive \$50.00 payment in addition to his/her base rate or premium rate if applicable.
 - b. Holdover B - if an employee works more than four and one-half (4 ½) consecutive hours beyond or before a scheduled shift he/she shall receive \$100.00 payment in addition to his/her base rate or premium rate if applicable.
2. Per Diem Nurses Clinician, Clinic, as defined by Article II, Section 1, shall receive the following bonuses for instances of holdover:
 - a. Holdover 1 – Nurses who work one (1) or more consecutive hours beyond or before a scheduled shift shall be paid a \$15.00 payment in addition to their base rate or premium rate if applicable.
 - b. Holdover 2 – Nurses who work two (2) or more consecutive hours beyond or before a scheduled shift shall be paid a \$20.00 payment in addition to their base rate or premium rate if applicable.
 - c. Holdover 3 – Nurses who work three (3) or more consecutive hours beyond or before a scheduled shift shall be paid a \$30.00 payment in addition to their base rate or premium rate if applicable.

These bonuses shall not pyramid with each other or with the bonuses in paragraph P.1, above.

3. When an employee works beyond his/her scheduled shift in excess of three and one-half (3 ½) hours or more, as defined in P. 1 above, the Employer will provide twelve (12) hours off until the next scheduled shift, unless mutually agreed to return earlier.

Q. Inclement Weather and Make-Up Time

1. Per Diem Nurse Clinician, Option III Only. Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm shall be allowed to work to make up for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.
2. Per Diem Nurse Clinician, Option III Only. When the Employer allows employees to leave work before the end of the work day because of hazardous driving conditions or other reasons, the employee can make up time lost from that day. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.
3. Per Diem Nurse Clinician, Option III Only. When the Employer directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations the employee will be allowed to work up to eight (8) hours to make up for such lost time. Makeup shall be at the regular rate of pay, scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent period.

R. Work and Travel Time

The time spent traveling from an employee's place of residence to and from a work site is not considered work time except in those instances where an employee is required by the Employer to travel from his/her home to a work site (or pickup point). In these instances, the employee will be in work status while traveling from the employee's residence to a work site (or pickup point). An employee also will be in work status while traveling from a pickup point to a work site. Travel from an employee's residence to the headquarters location is not considered work time. Work related activities shall include but not be limited to patient/client related activities such as home visits, completion of reports and records, mailings, telephone calls, preparation of materials and audiovisual aids, and training sessions and group meetings.

Article IX—Seniority

Section 1 Definitions/Applications

A. *Does not apply to Per Diem Nurse Clinician who were Per Diem Nurse Clinicians on 7/1/97*
 Transition to Public Authority: Effective July 1, 1997, bargaining unit employees who were employed by the Employer by July 1, 1997 (including those on LOA, who are subsequently recalled or rehired under § 2(B) below, or those who come into the bargaining unit by that day), shall retain the calculations of seniority they had as of July 1, 1997: UWHCA seniority shall include prior State seniority, and Bargaining Unit seniority shall include prior State and or UWHCA seniority.

B. Effective July 2, 1997, for the purpose of this Agreement, subject to § 1(A) above, there are three types of seniority:

1. **State Seniority:** State seniority is the cumulative length of time an employee has been employed in a position during which the employee actively participated in the Wisconsin Retirement System (WRS) pursuant to Chapter 40, Wis. Stats. This would also include cumulative time the employee has been employed by the Employer (UWHCA seniority). State seniority shall apply wherever applicable for determining Chapter 40 benefits. *State seniority applies to Per Diem Nurse Clinicians per Chapter 40, Wis. Stats. and Employee Trust Fund Rules.*

2. *Does not apply to Per Diems except as otherwise stated in this Article*

UWHCA Seniority: UWHCA seniority is the length of time an employee has been employed by the Employer. UWHCA seniority shall apply in determining eligibility for and accrual rates for benefits provided pursuant to this Agreement where length of service is a factor, except as modified by paragraph B (1) above, and as otherwise provided in this Agreement.

3. *Does not apply to Per Diems* **Bargaining Unit Seniority:** Bargaining Unit seniority is the length of time an employee has been employed by the Employer in a position that is part of this bargaining unit, subject to other provisions of this contract. Bargaining unit seniority shall apply in all work scheduling situations where seniority is a factor including, shift picks, permanent shifts, vacation/holiday scheduling, overtime, layoff/rehire, unit consolidations or mergers, involuntary reassignment, and transfers.

4. Effective July 1, 2006, Retroactive bargaining unit seniority for time spent at UWHC as an ADN New-to-Practice Nurse, Nurse Resident, and/or Nurse Intern that has not previously been credited, will be given.

5. **Bargaining Unit Seniority for Per Diem Nurse Clinicians**

- a. Effective November 4, 2001, Per Diem Nurse Clinicians will be surveyed to determine bargaining unit seniority date. The bargaining unit seniority shall include all years of continuous service in “nurses” titles as defined in Article 2, Section 1A.
- b. Bargaining unit seniority will be calculated for Per Diem Nurse Clinicians in the following method.

1. If the Per Diem Nurse Clinician has worked 1,040 or more hours in a year bargaining unit seniority will be credited as one year.

2. If the Per Diem Nurse Clinician has worked less than 1,040 hours in a year bargaining unit seniority will be credited as 6 months.

3. Within thirty (30) calendar days of November 4, 2001, the Employer will establish a bargaining unit seniority list for currently employed Per Diem Nurse Clinicians. The Employer will provide this list to the union. Employees and the union have sixty (60) days to question, complain, or file grievances concerning any

dispute with the accuracy of the list. Otherwise the bargaining unit seniority list shall be deemed accurate.

4. New Per Diem Nurse Clinician hired will have bargaining unit seniority annually calculated as above in 1 and 2.

6. **Bargaining Unit Seniority for Per Diem Physical and Occupational Therapists**

a. Effective November 28, 2004, Per Diem Physical and Occupational Therapists will be surveyed to determine bargaining unit seniority date. The bargaining unit seniority shall include all years of continuous service in “therapists” titles as defined in Article 2, Section 1A.

b. Bargaining unit seniority will be calculated for Per Diem Physical Therapists and Per Diem Occupational Therapists in the following method.

1. If the Per Diem Physical or Occupational Therapist has worked 1,040 or more hours in a year bargaining unit seniority will be credited as one year.

2. If the Per Diem Physical or Occupational Therapist has worked less than 1,040 hours in a year bargaining unit seniority will be credited as 6 months.

3. Within sixty (60) calendar days of November 28, 2004, the Employer will establish a bargaining unit seniority list for currently employed Per Diem Physical and Occupational Therapists. The Employer will provide this list to the union. Employees and the union have sixty (60) days to question, complain, or file grievances concerning any dispute with the accuracy of the list. Otherwise the bargaining unit seniority list shall be deemed accurate.

4. New Per Diem Physical and Occupational Therapists hired will have bargaining unit seniority annually calculated as above in 1 and 2.

7. *Does apply to Per Diems* **Accretions and new Classifications becoming part of Bargaining Unit:** Employees in classifications employed by the Employer who are accreted or organized into the bargaining unit after July 1, 1997, shall have seniority dates established in accordance with §§ 1(A) and (B) above.

8. *Does apply to Per Diems* **Acquisitions/Mergers:** When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change shall be bargained by the parties to this Agreement at the time the transaction takes place.

Section 2 Separation

Entire Section does apply to Per Diems with the exception of B1.

A. UWHCA and Bargaining Unit Seniority as established in § 1 above, will be changed only where the employee is separated from UWHCA service by discharge for cause, resignation, retirement or layoff, or taking a position outside the bargaining unit.

B. Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the UWHCA and Bargaining Unit seniority date except as outlined below:

1. Where an employee is laid off and recalled within three (3) years thereof, he/she shall retain his/her original date of employment for the computation of UWHCA and Bargaining Unit seniority.

2. Where within one year of resignation or retirement an employee is rehired, his/her new UWHCA and Bargaining Unit seniority date will be the original date of employment as defined in § 1 above or previously adjusted date, if applicable adjusted to a new and later date which gives no

credit for the period of resignation or retirement during which he/she was not an employee of UWHCA.

3.a. Where an employee has not left employment, but has taken a position with the Employer outside of the bargaining unit and the employee returns to a bargaining unit position, his/her new Bargaining Unit seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of being in a position outside the bargaining unit.

b. Where an employee has not left UWHCA employment, but has taken a position with the Employer outside of the bargaining unit and the employee subsequently returns to a bargaining unit position, his/her UWHCA seniority date will be the original date of employment as defined in Section 1 above, or previously adjusted date, if applicable.

4. Where a regular full or part time employee has not left employment, but has taken a position with the Employer as a per diem, his/her new UWHCA hospital seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of being a per diem.

C. In the event two employees have the same seniority date, seniority of the one as against the other shall be determined by age with the oldest employee considered having the greatest seniority.

Section 3 Application

Does apply to Per Diems.

Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

Article X—Transfers/Promotions/Demotions

Section 1A Request: Transfer/Demotion

Does apply to Per Diems

Employees who have completed their original probation in their current classification and desire to transfer or demote to a lower classification within this bargaining unit shall file a written request as prescribed by the Employer with the Human Resources Department indicating that interest for a posted vacancy.

Section 1B Request: Promotion

Does apply to Per Diems

Employees who have completed their original probation in their current classification and desire to promote to a higher classification within this bargaining unit shall file a written request as prescribed by the Employer with the Human Resources Department indicating that interest for a posted and advertised vacancy.

Section 2A Procedure: Transfer and Demotion

Does apply to Per Diems

A. When the Employer decides that a vacancy is to be filled, the Employer will announce the vacancy for a period of seven (7) calendar days prior to the date the position is filled. The written announcement will include the classification, FTE, any special requirements including on-call requirements, the shift and/or rotation, shift length, work schedule and the work location. This notice shall be posted in the customary locations, in the Human Resources Department, and in the affected work unit.

B. Within 60 days of ratification of this contract, the nursing and/or therapy staff and the manager from each unit/clinic will meet to determine the location and method of posting in the affected work area. Such posting may include one or any combination of the following means: (1) separate e-mail notification to all unit employees; (2) a location chosen on the unit; (3) any other means of notification the unit staff and manager decide is suitable. This choice shall be subject to approval of the manager, which shall not be unreasonably denied. For purposes of this Section, Rehabilitation Services is considered one “unit”.

C. In making a selection, the Employer shall make the decision based on ability, seniority and job requirements. If ability and job requirements are comparable, then employees returning to work after greater than three (3) months time off resulting from injury in the workplace shall have priority within the same or lower classification as follows:

1. For shift or FTE increase or decrease opportunities on the units where they were permanently assigned at the time they were injured, with the exception of permanent day positions on nursing inpatient units; and
2. For a vacancy on any other unit/area, with the exception of permanent day positions on nursing inpatient units.

Nothing herein shall be interpreted to give priority to employees returning from workplace injuries on units/areas where they were not permanently assigned at the time of their injury over employees permanently assigned to that unit/area at the time of the FTE increase/decrease opportunity or vacancy.

D. Where the provisions of (C) above do not apply, and ability and job requirements are comparable, seniority shall govern.

E. Any employee who is selected for transfer shall have three (3) calendar days in which to decline the offer, subject to an additional two (2) days at the employee's request. In the event an employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee so requests.

F. Where the employee accepts an offer to transfer, the Employer shall not unreasonably delay the transfer. Generally, a transfer will take place within eight (8) weeks unless operational needs require otherwise. Should operational needs require any delay, the manager will communicate those needs and the expected time frame for the transfer with the affected employee.

Section 2B Procedure: Promotion

Does apply to Per Diems

A. When the Employer decides that a vacancy is to be filled, the Employer will announce the vacancy for a period of seven (7) calendar days prior to the date the position is filled. The written announcement will include the classification, FTE, any special requirements including on-call requirements, the shift and/or rotation, shift length, work schedule and the work location. This notice shall be posted in the customary locations, in the Human Resources Department, in the affected work unit, and will be advertised to the outside.

B. In making a selection, the Employer shall make the decision based on ability, and job requirements.

C. In the event an employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee so requests.

Section 3 Temporary Role/Assignment (Pilot programs)

Does apply to Per Diems

When the Employer decides that there will be a temporary role/assignment, such as pilot programs, the Employer will announce the role/assignment for a period of seven (7) calendar days prior to the assignment. This notice will be posted in the affected work unit. In making the selection, the Employer shall make the decision based on ability, seniority, and job requirements. If ability and job requirements are comparable, seniority shall govern.

Section 4 Reassignment

Does not apply to Per Diems

A. Except in the case of an emergency or unanticipated workload, reassignments of more than 30 days to other work units shall be made with 14 days notice except in the case of float assignments or emergency need, including unanticipated absences.

B. The Employer, prior to reassignment, will solicit volunteers among those employees who would be eligible, and the Employer will consider qualified volunteers.

C. Whenever feasible, the employee shall receive specific orientation to the policies and procedures of the work site prior to reassignment.

Section 5 Definition of Vacancy

Does not apply to Per Diems

A vacancy exists when the Employer decides to fill a bargaining unit position.

Section 6 General

Does not apply to Per Diems

- A. The applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.
- B. Employees may not transfer under the provisions of § 1 of this Article more often than once every six (6) months.
- C. The Employer reserves the right to restrict transfer rights of employees who are on a program for remediating performance deficiencies. The Union and the employee will be notified when the employee is placed on such program.

Section 7 Hospital Restructuring

Does not apply to Per Diems

Whenever the Employer plans to reduce, eliminate, mix, split, or merge a unit, program or service and/or reduce the number of filled full time equivalencies in the classification series [without laying off the incumbent employee(s)], the following provisions shall apply:

- A. Whenever feasible, a minimum of sixty (60) days prior to the implementation of staff changes, the Employer and the Union will meet to identify the affected employee(s) and the options available to the employee(s). The parties will develop a plan for implementing those options.
- B. No less than thirty (30) days before implementation of staff changes, the Employer will provide written notice to the affected employee(s) and the Union and arrange a meeting of the Employer, the Union, and the affected employee(s).
- C. In the event that restructuring results in mixing, splitting or mergers of patient populations, the Employer will determine staffing needs, abilities and job requirements for the newly configured program. Available positions will be assigned by seniority, if skills and abilities are comparable, matching FTE and shift assignment wherever feasible.
- D. The following options can be used:
 - 1. The employee may volunteer to be reassigned to an open position which may be less, the same, or greater FTE than his/her current appointment.
 - 2. The employee may sign for another position. The employee can either contractually sign for the position or apply after the position has been posted once and subsequently is announced to the outside.
 - 3. The employee will be subject to involuntary reassignment in inverse order of seniority relative to other employees on the unit.
 - 4. If more than one affected employee volunteers for reassignment to a unit with an open position, and their abilities and qualifications are comparable, seniority shall prevail.
 - 5. Reassignment to another position will be based on ability, seniority and job requirements.
- E. During the first six (6) months after reassignment, the affected employees may voluntarily transfer to other positions.
- F. In making the staffing changes outlined in this section, the Employer shall maintain the affected employees' FTE, shift assignment, and approved vacation times whenever possible.

Section 8 Disability Waiver

Does not apply to Per Diems

On a case by case basis by mutual agreement of the parties, the full transfer provisions of this Article may be waived to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Agreement will apply.

Article XI—Layoff Procedure

All Sections apply to Per Diems except 6, 7, and 8.

Section 1 Application of Layoff

The Union recognizes the right of the Employer to lay off regular employees and not schedule Per Diems in accordance with the procedures set forth in this Article. Temporary layoffs are governed by § 2. Other layoffs are governed by the remaining sections of this Article.

Section 2 Temporary Layoffs

A. Temporary layoff is a layoff due to an emergency, lack of funds or lack of work, for less than twenty (20) consecutive calendar days. The Employer will give the Union and potentially affected employees at least twenty-four (24) hours advance notice of possible temporary layoffs. The Employer agrees to meet and discuss with the Union prior to implementing temporary layoffs, if possible, or as soon as mutually agreeable after implementation. The Employer reserves the right to implement temporary layoffs regardless of whether the meeting can be held before beginning implementation. The Employer's right to implement is not contingent upon reaching agreement with the Union.

B. Temporary layoffs will be implemented on work units beginning with the least senior employee and rotated among the staff. The Employer may implement a temporary lay off out of seniority order where there is a demonstrable need for special skills or training, and/or may exempt, for reasons which are not arbitrary or capricious, ten percent (10%) of the actual number of employees within the work unit from the temporary layoff procedure. Such ten percent (10%) shall not be less than one (1) person.

C. The Employer agrees that employees on temporary layoff under § 2(A) shall continue to earn vacation, and sick leave during each temporary layoff conducted by the Employer during the term of this Agreement. The Employer will continue to make its payment for health insurance for employees on temporary layoff.

D. Per Diems able to do the work of full time or part time employees will not be scheduled to work in lieu of a regular employee in time of temporary lay off.

Section 3 Layoff Procedures

A. Preparation for Layoff. The following general procedures shall apply in preparation for a layoff.

1. For the purpose of this Article, Per Diems are considered a separate group from regular full or part time nurse clinicians, physical therapists and occupational therapists.
2. In the event the Employer becomes aware of an impending reduction in work force, the Union will be notified a minimum of 30 calendar days prior to layoff. The Employer will inform the Union of the classifications in which the layoffs are to occur and the approximate number of positions to be deleted. For the purposes of this Article, classifications of regular full and part time employees are defined as the broad categories related to licensure or certification such as RN, OT, PT, etc. Classifications which are part of a series shall all be considered as part of the same classification for the purpose of determining order of layoffs. The Union may also request a meeting with management after notification of the impending layoff for the purpose of a mutual exchange of information then available on the matter. Upon receipt of such request, management shall have seven (7) calendar days to schedule and conduct such meeting.

3. All employees in the layoff group shall be ranked by bargaining unit seniority as defined in Article IX, § 1(B)(3)(4) of this Agreement.
- B. Determination of Layoff. The following procedures shall apply in implementing a layoff.
1. Employees within the layoff group, as defined above, shall be laid off by bargaining unit seniority as defined in Article IX, § 1(B)(3)(4) with the least senior laid off first except that the Employer may lay off out of seniority order under one of the two following options. The name of any employee so exempted and the reason therefor shall immediately be given to the Union.
 - a. The Employer may exempt to maintain a reasonable affirmative action program and/or where there is a demonstrable need for special skills or training.
 - b. The Employer may exempt, for reasons which are not arbitrary or capricious, five percent (5%) of the actual number of employees identified for layoff within the classification from the layoff procedure. Such five percent (5%) shall not be less than one (1) person.
 2. With the agreement of the Employer, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee, with the guarantee that the Employer will not challenge the more senior employee's eligibility for unemployment compensation unless that employee, at a later point in time, refuses a reasonable offer of reemployment.
 3. During periods of layoff, temporary, per diem, project, or outside agency pool staff shall not be scheduled to perform in the same capacity as the classifications to be laid off. When scheduling per diem staff, bargaining unit seniority shall be used to determine the order of scheduling. The most senior per diem staff who has the skills and abilities shall be scheduled first.
 4. The Employer shall notify each employee in the layoff group selected for layoff in writing not less than fourteen (14) calendar days in advance of the established layoff date. The layoff notice shall contain reference to the options available to that employee under this Article. A copy of such notice shall also be sent to the Union at that time. Where notices are sent by first class mail, the time shall begin to run on the date of mailing.

Section 4 Options Available to Employees Who Have Been Notified of Layoff

Upon notice of layoff, the affected employee may within five (5) calendar days thereafter elect one or more of the following options:

- A. Transfer in lieu of layoff. Prior to the layoff effective date, the most senior employees determined by the Employer to be laid off may transfer to permanent vacant positions in the same classification provided the employee is qualified and, if so, is capable of performing the duties of the job after the customary period of orientation for such a qualified employee.
- B. Voluntary Demotion in Lieu of Layoff.
 1. Prior to the layoff effective date, starting with the most senior employee, the employee may, with the approval of the Employer, voluntarily demote in lieu of layoff. For purposes of this Article, voluntary demotion in lieu of layoff is the movement of an employee to a vacant permanent bargaining unit position in a lower pay range.
 2. Upon voluntary demotion in lieu of layoff, an employee shall retain his or her current rate of pay.
- C. Layoff. Removal of the employee from payroll status.
- D. Per Diem Nurse Clinicians, Option III may move to Option I or II. Per Diems, Option II may move to Option I.

Section 5 Recall

- A. When a permanent vacancy is to be filled within a classification from which an employee was laid off or demoted in lieu of layoff, the employee shall be recalled, if qualified, in the reverse order in which layoffs occurred for a three (3) year period from the date of layoff.
- B. Employees are responsible for keeping the Employer notified of their current address and telephone numbers.

- C. The Employer will notify employees being recalled by certified mail. If unable to contact such employees within five (5) workdays such employees shall forfeit any further recall rights for the vacancy being considered.
- D. A laid off employee who fails to respond to a reasonable offer of recall within ten (10) work days or who fails to be available for work within ten (10) work days after the acceptance shall forfeit any further recall rights. If due to extenuating circumstances an employee is unable to report for duty within ten (10) workdays or make other arrangements with the Employer, the employee shall not forfeit the right to recall when other vacancies occur.
- E. Recall rights of an employee supersedes the transfer rights of other employees set forth in Article X of this Agreement.
- F. An employee who is recalled shall return at his/her last rate of pay plus any intervening pay adjustments.
- G. A reasonable offer of recall is defined as an offer of a job:
1. With a worksite located less than forty (40) miles from the employee's home unless the employee's work site prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the worksite of the position offered is no farther from the employee's home than was the distance of the previous work site, and
 2. The number of work hours allocated is not less than eighty percent (80%) of the number of hours previously allocated to the position from which the employee was laid off, and
 3. The pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off unless the employee's rate of pay at the time of layoff is maintained in the position offered.
- H. An offer of temporary employment shall not constitute a reasonable offer under this Article.
- I. Regular full time and part time staff shall be recalled prior to any scheduling of Per Diem staff. Per Diem staff are scheduled by bargaining unit seniority prior to any temporary, project, or agency pool staff provided they are willing and able to perform the work.

Section 6 Priority of Article X and Article XI Rights

When a permanent vacancy occurs and more than one employee is eligible to fill the vacancy pursuant to the terms and limitations of Article X and Article XI of this Agreement, the vacancy shall be filled in accordance with the priorities set forth by the following categories:

- A. Transfer and demotion in lieu of layoff
- B. Recall
- C. Contractual transfer
- D. General transfers.

Section 7 Layoff Assistance

- A. With the approval of the Employer, an employee who has received written notice of layoff shall be granted one or more of the following:
1. Assistance or training in the preparation of a resume;
 2. Up to forty (40) hours time without loss of pay for job search activities, including interviews and examinations;
 3. Unpaid leave of absence for interviews, examinations, and other job search activities.
 4. Use of office equipment and supplies where available.

For job search activities which require the employee to be absent from the work site, the employee shall give the Employer at least five (5) workdays notice where possible.

Section 8 Layoff Benefits

Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payments to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment or rejection of a reasonable recall opportunity, whichever occurs first. At the time of re-employment unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

Article XII—Health and Safety

This Article does apply to Per Diems.

Section 1 General

A. General Obligations of the Parties

The Employer shall make reasonable provisions for the health and safety of the employees, and the Union will lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union and the employees recognize their obligation and / or rights under existing applicable state and federal laws with respect to safety and health matters. The Employer and Union agree to follow current requirements of applicable law, rule, or regulations regarding protective clothing, occupational exposure to disease and maintenance of buildings, facilities and equipment.

In the event an employee believes a health and safety risk exists, the employee shall inform his/her supervisor who shall review the situation with the employee and attempt to resolve the matter. The Health and Safety Concerns Report Form may be used for this purpose.

B. Union–Management Cooperation

The Union shall have a right to appoint one member to the Hospital Safety Committee who will serve without loss of pay. Whenever possible the Employer will adjust a Committee member’s work schedule to serve on scheduled work time.

Section 2 Employee Health Service

A. Purpose

The Employer maintains an Employee Health Service for the purpose of addressing an employee’s work related health needs.

B. Tuberculosis Screening

The Employer will provide annual tuberculosis screening for all employees who provide direct patient care services at no cost to the employee. The employee may be in pay status for the screen and follow–up treatment.

C. Job–related Exposure to Hepatitis B

The Employer and the Union agree that employees in the bargaining unit who have contact with blood or other potentially infectious materials are entitled to receive the Hepatitis B vaccination series, including post vaccination serologic response testing, on a voluntary basis at the Employer’s expense, whenever need for vaccination is indicated. In instances where an employee is found to be susceptible to Hepatitis B, the employee will be strongly encouraged by the Employer to consult with his or her physician regarding appropriate medical treatment.

D. Medical Examinations and Treatment

Whenever the Employer requires an employee to submit to physical examinations, psychiatric exams, medical tests (including x–rays), or immunizations, the Employer shall pay the entire cost of such services and the employee will be without loss of pay, provided the employee uses the services provided or approved by the Employer.

In the event an employee sustains an injury while at work which requires emergency medical attention, the Employer shall provide such medical attention.

E. Employee Privacy

Only authorized employees of the Employer shall process or have access to any employee’s Employee Health records.

Section 3 Hazardous Substances and Infectious Disease Control

The Employer shall maintain a method for identifying and protecting employees from exposure to hazardous substances.

The Employer shall maintain a rigorous method of infectious disease control. The Employer shall advise employees when the Employer knows they are exposed to infectious and communicable diseases and shall advise them as to reasonable preventive measures to deal with the matter.

Section 4 Safety Equipment

A. Eye Protection

The Employer reserves the right to require the wearing of eye protection by employees. In such cases, the Employer will provide the appropriate type of prescription or non-prescription safety glasses.

B. Training and Safe Use of Equipment

The Employer agrees to furnish, provide education and/or training, and maintain in safe working condition all equipment to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice on the Health and Safety Concerns Report Form and for properly using and caring for equipment furnished by the Employer.

Vehicles that are provided by the Employer for the use of or operation by the employees covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection with any deficiencies revealed by the inspection to be corrected by the Employer.

Section 5 Damaged Clothing

The Employer agrees to pay the cost of repairing eyeglasses, watches, or articles of clothing damaged in the line of duty when such damage results from an employee performing direct patient care.

If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed \$75 per watch.

Section 6 Transportation of Equipment

The Employer agrees to provide transportation for the necessary equipment, materials, and supplies which cannot reasonably or safely be transported by hand. However, employees shall not be expected to transport unsecured equipment by car in an unsafe manner. Employees shall not be required to convey themselves or any necessary equipment, materials, or supplies in their personal vehicles unless they are reimbursed by the Employer for such use.

Section 7 Employee Assistance

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of duties and responsibilities. The Employer and the Union will, therefore, attempt to aid employees who request assistance with problems by encouraging the employee to seek professional assistance where necessary.

Where Employee Assistance Committee(s) are formed or currently exist, the Union may designate one representative to serve on such committee(s) without loss of pay.

Section 8 Starting Automobiles

During periods when local weather conditions indicate a reasonable probability that employees who are parked on the Employer's grounds may have difficulty getting their cars started, the Employer will have battery jumper cables available and personnel to operate them to assist employees immediately at the end of all shifts. The employees shall save the Employer harmless against any and all damage resulting from complying with the provisions of this Section.

Section 9 Buildings and Safety Inspection

The Employer shall provide and maintain all owned and leased buildings, facilities, and equipment in accordance with the directions of the State Department of Workforce Development (DWD).

When DWD inspects facilities, a Union official, upon request, will be released without loss of pay to accompany the inspector for a maximum of two (2) inspections per year.

Section 10 Grievances

Although disputes regarding the compliance of the parties with this Article are subject to the grievance procedure, neither an allegation nor a remedy which involves staffing levels will be subject to arbitration.

Section 11 Name Badges

Employees shall have the following options relating to their name badges:

1. Display their full name (first and last);
2. Display their first name and the first letter of their last name.

Article XIII—Professional Development

Section 1 Employee Training

Does apply to Per Diems.

When an employee's attendance at training or educational sessions is directed by the Employer such attendance will be without loss of pay and at the Employer's expense.

Section 2 Job Required Training

Does not apply to Per Diems except those who have worked greater than 1040 hours in the previous calendar year.

An employee in a class requiring a minimum amount of continuing education to maintain licensure and/or certification shall receive leave with pay for such continuing education and up to \$250.00 per year toward continuing education costs. At the discretion of the Employer such attendance may include reimbursement of the travel, lodging and/or program expenses. Employees shall be relieved of their regular duties while attending such training.

Section 3 Job Related Training, Including For Clinical Certification (see Section 5, below)

Does not apply to Per Diems.

The Employer shall make every effort to ensure that employees in the bargaining unit be allowed to attend job related educational courses, including courses related to clinical certification eligible for reimbursement as set forth in Section 5, below. Each employee covered by this Agreement shall be permitted up to five (5) days per fiscal year (additional days may be authorized by the Employer) to attend such programs providing staffing and operational requirements permit. Insofar as possible, work schedules will be arranged to allow such attendance. Flexible scheduling and shift trades may be arranged by mutual agreement between Management and the affected employee(s). Providing no overtime is incurred, part-time staff may volunteer to work additional hours to facilitate employees attending job related or certification training/education. At the discretion of the Employer such attendance may be without loss of pay and may include travel and/or program expenses. When the employee is not permitted to attend such courses and requests reasons for denial in writing such denials shall be given in writing.

Section 4 Professional Development for Therapists, Physical Therapists, Occupational Therapists and Dietitians

Does not apply to Per Diems.

If operational needs permit, Therapists, Physical Therapists, Occupational Therapists, and Dietitians whose normal work schedules interfere with their access to time off without loss of pay for professional development under § 2 or 3 above shall be scheduled to attend professional development activities without loss of pay before they are scheduled for the remainder of their FTE. The Employer will make every reasonable effort to arrange work schedules to allow such attendance. Flexible scheduling and shift trades may be arranged by mutual agreement between Management and the affected employee(s). Providing no overtime is incurred, part-time staff may volunteer to work additional hours to facilitate employees attending professional development activities. At the discretion of the Employer such attendance may be without loss of pay and may include travel and/or program expenses. When the employee is not permitted to attend such courses and requests reasons for denial in writing, such denials shall be given in writing.

Section 5 Clinical Certification

Entire section does not apply to Per Diems.

Effective 5/1/01 clinical certification reimbursement is intended to encourage educational development resulting in the enhancement of job performance and career development within UWHC. It provides for the uniform implementation and timely processing of applications and reimbursement. Clinical certification reimbursement may be authorized when it meets the following conditions:

- A. When funds are available and operational needs do not restrict participation, clinical certification reimbursement will be approved if the proposed clinical certification is related to the employee's present position.
- B. Employee Eligibility Criteria:
 - 1. Must be hired into a position of .5 FTE or greater. Temporary, per diem and project appointment staff are not eligible.
 - 2. Must have completed one-year of successful work in a UWHC position represented by this bargaining unit.
 - 3. Must be in good standing in work-related duties.
 - 4. The clinical certification desired must be directly related to the employee's current position and present assignment. UWHC will only pay for one certification in a specialty area in which the employee is working (this does not include PALS or ACLS as required by position).
 - 5. The clinical certification must be from an appropriate nationally recognized professional organization.
 - a. See list associated with Nursing policy and procedure 3.18 accessible on the intranet.
 - b. For Rehabilitation Services, the Department will create a policy listing the approved certification, which will be accessible on the intranet.
 - 6. Employee must meet all eligibility requirements of the national certifying body.
 - 7. Employee must successfully pass the certification exam to be considered for reimbursement.
- C. Reimbursement rates vary according to the clinical certification obtained. Employees are eligible for reimbursement at the professional organization's "member" rate. Reimbursement will be provided for both initial certification and re-certification (usually renewable every 3-5 years). Note: UWHC does not pay to join the professional organization.
- D. Reimbursement is funded through the employee's departmental budget.
- E. Per IRS guidelines, employees may be subject to federal and/or state income tax withholding on approved reimbursements.
- F. If a reimbursement request is denied one year due to lack of funds, the employee may apply the next year for retroactive reimbursement.

Section 5A Bonus for Clinical Certification

Entire section does not apply to Per Diems.

To further demonstrate the Employer's commitment to its employees' educational and professional development, the Employer will pay \$300 at the beginning of each fiscal year as an annual bonus to employees maintaining certification(s) from a nationally recognized professional organization as identified above, with a limit of one bonus payment per employee per fiscal year.

Section 6 Full Time Education

Does not apply to Per Diems.

The Employer may grant a leave of absence without pay for a period not to exceed one (1) year for the purpose of continuing formal professional job related education at an accredited institution. Such requests will not be unreasonably denied. Said employees shall enjoy all the benefits available to employees on leave of absence.

Section 7 Tuition Reimbursement for Part-Time Education

Entire section does not apply to Per Diems.

- A. The Employer will reimburse tuition and fees incurred by employees who are admitted to an accredited educational program or enrolled in courses required as prerequisites for admissions into an accredited higher educational program in the State Higher Educational System, State Private Accredited Higher Educational System or Area Technical College System for post-secondary educational courses up to but not exceeding fifteen (15) semester hours during each academic school year. An academic school year is defined as the fall semester through the summer semester (i.e., typically September – August).
- B. Reimbursement of tuition costs and fees shall not exceed one hundred percent (100%) of University of Wisconsin – Madison in-state tuition rates for standard undergraduate and standard graduate degrees and 100% of Madison Area Technical College standard tuition rates. Reimbursement shall be offset by grant or scholarship monies received by the employee which are specifically designated for tuition. Reimbursement will be prorated based on FTE status for employees with less than five (5) years of UWHCA seniority; however, employees with at least .8 FTE status will receive 100% reimbursement.
- C. This benefit applies only to employees who have an FTE of .5 or greater, and who have completed six (6) months of continuous service and passed their original probation. An employee who voluntarily decreases their FTE percentage below .8 while taking a class, will be reimbursed at the lower FTE percentage if they remain above a .5 FTE. If the employee drops below .5 FTE, then the employee would not be eligible for reimbursement.
- D. Employees shall be granted time off without pay, including a reasonable amount of travel time to attend approved courses. Every effort should be made by the employee to schedule classes outside their work hours. In the event this cannot be accomplished, if operational needs permit and at the discretion of the Manager, employees may be granted time off without pay, including a reasonable amount of travel time to attend approved course(s).
- E. All courses for which reimbursement is requested by the employee under the provisions of this article shall be either current job related or related to the current or potential workforce needs of the organization.
1. Job-related courses are those that have a clear connection to the employee's current position.
 2. "Workforce needs related courses" are those that have a clear connection to the current and/or potential future needs of the organization, as determined by Management. These types of courses are typically part of a certificate or degree program that will provide employees the knowledge, skills and abilities required for progression to other job classifications within UWHC. Denials will not be arbitrary or capricious.
 3. Management reserves the right to deny any tuition reimbursement for classes that the employee has had to re-take, such as where the employee failed to complete a degree program in a required period of time.
- F. Employees must receive pre-approval in writing from the Employer for tuition reimbursement, prior to commencement of any course(s) for which reimbursement will be sought.
- G. For purposes of operational needs and program continuity, management reserves the right to limit the number of bargaining unit members in any given work unit availing themselves of the above provision at any given time. This subsection will not be unreasonably applied.

H. Employees will be limited to one each of the following: a Certificate, an Associate's Degree, a Bachelor's Degree, a Master's Degree, and a Doctorate.

I. To be eligible for participation in the Tuition Reimbursement program employees must be actively employed, in good standing with regard to work-related duties and in pay status at both the time the courses are taken and the time reimbursement is sought, except that employees who have fallen out of pay status due to medical leaves of absence less than one (1) year in length remain eligible for reimbursement.

1. Employees on an Concentrated Performance Improvement Plan or who have been suspended for just cause in the eighteen months prior to their request for tuition reimbursement are not in good standing for tuition reimbursement purposes.

J. To qualify for reimbursement employees must receive a grade of C or better and at least a grade of B or better in any graduate courses, or a passing grade if graded on a pass/fail basis. Audited courses will not be reimbursed.

K. An employee who voluntarily separates his/her employment within twelve (12) months of receiving tuition reimbursement will be expected to pay back the last reimbursement amount received except that this provision will not apply to employees who separate from employment because they cannot return to work for medical reasons or to avoid layoff. This provision does not include employees that voluntarily separate to take a position within UWHealth as a Nurse Practitioner or Nurse Anesthetist.

L. The provisions of this article represent the minimum standards for tuition reimbursement. At its discretion, the Employer may choose to exceed these standards.

Section 8 In-service Educational Programs

Does apply to Per Diems.

A. The Employer will conduct in-service training and educational programs for employees in the bargaining unit.

B. The Employer will provide a program of education and training for employees in the bargaining unit. In-service programs will be scheduled on a regular occurring basis with at least two weeks prior notice to employees, whenever practical.

C. In-service programs shall be developed which take into account the specific professional needs of the various disciplines and specialty areas.

D. The programs will be planned to permit employees relief from staffing to attend sessions during scheduled work time whenever practical.

E. Where it is not practical to schedule sessions during scheduled work time for each shift, the Employer will make reasonable efforts to provide in-services at such other times, places, and dates reasonably convenient to employees on all shifts, *e.g.*, at times contiguous to each shift. Employees should discuss needs for individual accommodations with their Clinical Nurse Manager.

F. Bargaining unit employees will be considered on the active payroll during attendance at in-service programs.

Section 9 Notice of Educational Courses

Does apply to Per Diems.

The Employer agrees to provide through the use of available bulletin boards information regarding in-service and on-the-job training, education courses and programs. Such notices will be posted as soon as the information is available.

Section 10 Performance Evaluation

Does apply to Per Diems.

A. Every employee may be evaluated, in writing, on an annual basis by his/her immediate supervisor. Such evaluations cannot be used as a step in the disciplinary process. Where the immediate supervisor has a different

professional discipline than the employee, input will be obtained from a supervisor who is familiar with the employee's work and is from a similar professional background.

B. The employee shall receive a copy of each written evaluation and be given an opportunity to respond in writing to its contents. The employee's response shall be attached to all copies of the evaluation which are kept by the Employer.

C. Evaluations shall include a conference between/among the employee and the evaluating supervisor(s). The purpose of the evaluation and the conference shall be to meaningfully advise the employee of the quality of his/her job performance, including both strengths and accurate and observable shortcomings, if any, to freely and frankly discuss the employee's strengths and/or weaknesses and to assist the employee in improving any areas of observable shortcomings. To this end, evaluations which cite shortcomings shall include a regular and systematic program of assistance and follow-up evaluations specifically addressing the identified areas of weakness.

Section 11 Work Scheduling for Training

Does apply to Per Diems.

Except for staffing and scheduling requirements employees engaged in professional development shall not be required to work immediately before or after such training when such work results in the employee working in excess of their scheduled shift.

Section 12 Professional Conventions and Meetings

Entire section does not apply to Per Diems except those who have worked greater than 1040 hours in the previous calendar year.

A. Employees shall be granted three (3) days off without loss of pay each fiscal year to attend their professional organization's conventions or other professional meetings, institutes, seminars, and workshops regardless of sponsorship, or to attend certification preparation courses, or to take a professional certification examination as outlined in Section 5, above, related to the advancement of the employee's professional development. Employees scheduled to work a night shift on the calendar day immediately preceding attendance at their professional organization's conventions, professional meetings, institutes, seminars, and workshops shall be granted that shift off, without loss of pay. The employee shall request approval to attend such conventions or meetings from the Employer at least thirty (30) calendar days in advance, whenever possible. Such approval shall be granted if it is not in conflict with staffing or scheduling needs and does not require overtime.

B. Whenever the Employer directs employees to represent it at conventions, committees, seminars, or meetings, such attendance shall be without loss of pay and at the Employer's expense.

C. At the Employer's discretion, additional time off with or without pay may be granted for attendance at conventions or other professional meetings.

Section 13 Orientation to New Employees

Does apply to Per Diems.

A. The Employer will provide a general orientation program for new employees. The program shall include orientation to the policies and procedures of the work site and the specific department.

B. Specific orientation to the area of assignment will be provided on an individual basis as determined by management in consultation with the specific unit employees.

Section 14 Professional Development and Certification

Does not apply to Per Diems

UWHCA and the Union, recognize the benefits of professional development and certification to individual members as well as to both organizations. Approval for involvement in development and certification programs will consider program/unit needs as well as those of the health care professional. Approval of requests for funding and/or paid educational/conference day(s) will be provided in writing as soon as the information is available. If the request is denied, an explanation will be provided in writing.

UWHCA will publicize in-house programs and local conferences for health care professionals, and will schedule in-house programs that will support program, unit and/or department goals. Continuing education units will be provided for in-house programs.

Management will make a reasonable effort to inform staff of available educational funding (via staff meetings or other appropriate means). UWHCA will explore additional sources of educational funds and will notify staff if such funds become available. UWHCA will also seek to establish and maintain relationships with certifying bodies.

Section 15 Professional Advancement and Recognition for Occupational Therapists and Physical Therapists

Does apply to Occupational Therapist and Physical Therapist per Diems

A. All provisions related to the Professional Advancement and Recognition model for Occupational Therapists and Physical Therapists may be found in the Final Recommendation Report dated September 12, 2006 with the following exception:

1. If an applicant disagrees with the Review Board's decision for advancement, the applicant has 30 days in which to make a written appeal to the Review Board. The applicant may submit a written appeal to any Review Board member. The applicant must include the reason for the appeal, including the information the applicant believes the Review Board should re-consider and how this information meets specific criteria within the Practice Model Continuum. The Review Board will only consider information submitted from the original application. Upon receipt of the applicant's appeal, the Review Board will have 30 days to reconsider their decision. The Review Board will make its decision in writing and offer to meet with the applicant if the decision is not favorable to the applicant.
- B. Although specified in the Final Recommendation Report dated September 12, 2006, on a prorated basis for part-time staff, full-time Advanced Clinicians receive two (2) hours of administrative time per week and full-time Expert Clinicians receive four (4) hours of administrative time per week. The administrative time is flexible so that it may be converted to months, quarters, or some other time frame, based on individual and department needs.
- C. Time to complete clinical documentation is not considered a component of the administrative time for professional development that occupational therapists and physical therapists titled as Advanced Clinicians and Expert Clinicians receive.

Article XIV—No Strike or Lockout

This Article does apply to Per Diems.

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement:

A. The Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees (including purported mass resignations or sick calls) or any concomitant thereof. The Union agrees that the Employer has the right to deal with any such strike activity by:

1. Imposing discipline, including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or on any, some, or all of the leaders of the labor organization who so participate, as the Employer may choose;
2. Canceling the status of any employee engaging therein;
3. Seeking an injunction and/or requesting the imposition of fines either against the Union and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

B. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within 24 hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

C. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

D. In the event a dispute arises between the parties hereto with respect to whether or not the Union, or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes shall be settled as provided in Article IV of this Agreement. This Article shall not affect the right of the Employer to deal with any strike activity pursuant to § 1 of this Article.

Article XV—Waiver And Severability

This Article does apply to Per Diems.

Section 1 Obligation to Bargain Waiver

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 Severability

Should any provision of this Agreement be declared invalid by operation of law or by an unappealed decision of any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. Upon request of either party, Union and Management will meet to attempt to renegotiate the invalid provision(s).

Section 3 Retroactivity

No provision of this contract shall be retroactive unless specifically so stated.

Article XVI Technology

This Article does apply to Per Diems

Section 1 Technological Changes

The parties understand that due to improvements in technology, there are more opportunities for employers to have knowledge regarding the whereabouts and conduct of their employees. While the Employer will continue to explore and pursue technological improvements, the Employer shall not acquire nor use such technology for purposes of tracking employees' whereabouts, time spent in patient care, time spent on lunches or breaks for purposes of performance evaluation or disciplinary action.

This section shall not prohibit the use of such technology in situations where the Employer has reasonable cause to suspect that an employee has engaged in unlawful activity (e.g. theft, drug diversion, physical abuse of a patient, discrimination/harassment) or has violated an Employer policy, nor shall it prohibit the Employer's use of such technology for more systemic (rather than individual tracking) purposes such as work process analysis.

Section 2 Nurse Call Information System

The Employer and the Union agree that the intent of the nurse call information system, currently known as Responder Net, is to improve patient care and satisfaction at UWHC and that the technology was not acquired to be used as a performance evaluation tool or tracking device for purposes of discipline. Thus, the Employer agrees that it will not use the nurse call information system for performance evaluation of bargaining unit employees. It further agrees that it will not use the system for discipline of bargaining unit employees unless the discipline is for gross misconduct demonstrating intentional or reckless disregard for UWHC's work performance standards such that it could lead to immediate discharge even on the first offense. Furthermore, the nurse call information system shall not be used for purposes of discipline without first having reasonable, demonstrable cause to suspect – from other, independent sources – that such gross misconduct has occurred, and only if doing so is necessary to protect patients and/or others from serious injury or death.

Letter of Understanding 1 – Staff Meeting Attendance

The parties recognize that regular attendance at staff meetings is important for collaboration, information sharing and team building. The parties also agree that staff meetings should be scheduled with due consideration for all shifts. Accordingly, while employees remain responsible for attending staff meetings and for the content of scheduled staff meetings, the employer agrees that a staff member will not be negatively evaluated for not attending staff meetings that were not held during the employee's scheduled work shifts.

Letter of Understanding 2 – Nurse Resident and ADNTP Programs

A. Management and the Union agree to the following understanding related to Nurse Resident and ADNTP nurses entry into the bargaining unit beginning with the June 2006 class. Nurse Residents/ADNTP nurses will be entitled to the contractual provisions for which they are eligible as modified herein.

1. Wages. It is understood, that beginning with the June, 2006 Nurse Resident/ADNTP class, new Nurse Residents and ADNTP nurses, will receive the entry rate for Nurse Clinicians, RN Pay Grade 6, as defined in Appendix A and I of the Collective Bargaining Agreement.
2. Benefits. As per Article VII, Nurse Residents/ADNTP nurses will also receive the same benefits package as all other new Nurse Clinicians and will not be designated as Employees - In – Training. Upon hire, Human Resources will provide Nurse Residents/ADNTP Nurses with information and assistance regarding gap insurance.
3. Hiring and Transfer to a Nurse Clinician Position
 - a) Nurse Residents/ADNTP nurses are permanent employees that UWHC intends to retain on the units in which they were hired. Upon hire, they will be placed into a vacant Nurse Clinician position if one is available and the vacancy has cleared normal posting procedures. If a vacant position is unavailable then the Nurse Resident/ADNTP nurse will be assigned to an overhire position.
 - b) When new vacancies arise on the unit these vacancies will be posted in accordance to Article VIII, Sec.4 and X. If the vacant position on the unit is not filled contractually, then the vacant position will be assigned to a Nurse Resident/ADNTP nurse. If the Nurse Resident/ADNTP nurse is not selected for one of the first two vacancies, then they will be assigned to the next vacancy after nurses on that unit with greater seniority have had a chance to bid for the new vacancy with one exception as follows:
 - c) Employees returning to work after greater than three months time off resulting from injury in the workplace shall have priority over the Nurse Resident. Such displaced employees shall inform the Recruitment Center of units they wish to be considered for as vacancies arise. They will then be notified of such vacancies on these units.
 - d) This process of filling of vacancies on the unit will continue until all Nurse Residents/ADNTP nurses assigned to the unit have been placed. No matter the number of Nurse Residents/ADNTP nurses assigned to the unit, the first two of every three vacancies will be offered for contractual transfer following standard procedure as per Article X, Section 2.
 - e) Management agrees to provide a monthly report to the union identifying:
 1. All contractual postings
 2. Any nurse resident put into a position not contractually posted
 3. All requests to transfer

This section is a pilot and will sunset on June 30, 2014.

4. Shift Rotation

- a) The UWHC Nurse Resident Program is part of an important national nurse residency program with defined curriculum and closely monitored outcomes for baccalaureate nurse residents. An important aspect of the education is experiencing all three shifts when necessary. It is also recognized that rotating Nurse Residents/ADNTP nurses between three shifts should be minimized.
- b) Nurse residents/ADNTP nurses will be hired for two shifts. If a Nurse Resident/ADNTP nurse works a third shift they will be entitled to off shift premium provided in Article VIII section 10.
- c) At a certain point in the orientation period it may be prudent to reassign a Nurse Resident/ADNTP nurse to a different shift rotation to enhance opportunity for learning and facilitate shift orientation upon completion of the program. Such reassignment of Nurse Residents/ADNTP nurses shall be limited to one time during the orientation period. Therefore, this Letter of Understanding modifies Article VIII, Work Schedules, Section 10, to provide that Nurse Residents/ADNTP nurses may be transferred to new shift rotations when necessary for learning and proper shift orientation.

Letter of Understanding 3 – Equipment and Technology

Does apply to Per Diems.

The parties agree to work together to assure adequate, functioning and up to date equipment and technology within a timely manner. The parties recognize that this is an important aspect to providing a safe and effective environment for patients and staff. The Labor Management meeting will be used to discuss issues. In particular, management will alert the union at Labor Management meetings when they plan to introduce new equipment and technology as soon as possible before the implementation, and management will update the union at Labor Management meetings on progress and results of efforts to pilot new equipment and technology. Both parties agree to communicate and report equipment needs and repair. A system of reviews will be established and input solicited from staff about equipment and technology needs.

The parties also recognize that the introduction of new equipment, technology and procedures can be a burden on staff and that staff need proper resources and backup to adequately learn and use new technology, equipment and procedures. Therefore, the parties agree that training on new equipment and technology will be proximate to the time of its introduction; reasonable efforts will be made to limit the numbers of major pieces of new equipment or technology which are introduced on a unit at a time; that staff on off-shifts will receive adequate support to orient to new equipment and technology; that when staff are trained on new equipment and technology they will have the opportunity to learn in a hands-on fashion whenever possible; that staff will have the opportunity to orient to new equipment outside of their regular work assignment when possible; and that additional staffing will be available when major new pieces of equipment and technology are first introduced on a unit if possible.

The parties also recognize that certain pieces of equipment and procedures present special difficulties for staff not accustomed to using them on particular units. As policies are written or updated, individuals and/or units will be listed as resources.

Disputes that arise under this section of the contract may be discussed at Labor Management but are not subject to the grievance procedure.

Letter of Understanding 4 – Nurse Input on New Admissions/Transfers

Does apply to Per Diem Nurse Clinicians

If a Care Team Leader (CTL)/Senior Team Member (STM)/Charge Nurse (CN) questions whether the staffing on the unit will support a transferred or new patient admission, the CTL/STM/CN will evaluate the following factors to assess the adequacy of resources on the unit to meet patient needs:

- i. The specific needs of the incoming patient
- ii. Acuity of patients already on the unit
- iii. Activity level of the unit (admissions, discharges, transfers)
- iv. Experience level of RN staff
- v. Composition of staff on the unit
- vi. Potential redistribution of the unit's current patient assignments

If the Care Team Leader/Senior Team Member/Charge Nurse requests an evaluation of the unit's ability to accept the new transfer or admission, the unit's Clinical Nurse Manager or Nursing Coordinator or designee will meet with the CTL/STM/CN in person, if feasible. Together they will consider options based on the following:

- i. Review of current and future house-wide census, staffing and patient assignments
- ii. The ability to facilitate discharges, transfers and admissions
- iii. The availability of additional resources both at the unit level and hospital-wide.

If the CTL/STM/CN cannot resolve the issue with the CNM or Nursing Coordinator, the Care Team Leader/Senior Team Member/Charge Nurse alone or in collaboration with the CNM or Nursing Coordinator can request a "new transfer/admission evaluation," and contact the Nursing Administrator On-Call in an effort to resolve the situation through further evaluation of unit staffing and available hospital-wide resources. The Nursing Administrator On-Call shall discuss the matter with both parties and make a determination as to how to proceed. The new patient will not be admitted or transferred onto the unit until this determination has been made.

Whenever a "new transfer/admission evaluation" occurs, the CTL/STM/CN and the Clinical Nurse Manager of the unit will discuss the situation and its ultimate resolution within 48 hours or as soon as possible. The CTL/STM/CN will also fill out a form mutually agreed upon by the union and the employer to be submitted to the Vice President of Patient Care Services and the Labor-Management Committee for further review and evaluation and will retain a copy.

Letter of Understanding 5 – Vacation and Legal Holiday Scheduling

The Employer and Union agree that clarification is needed related to implementation of the Holiday Memo during the two-week period which includes the Christmas and New Year's holiday outlined in Article VIII, Section 17 D. If Nursing Administration determines a Holiday Memo is needed, staff will be offered the opportunity to take time off due to low census, using the following priority order:

1. Employees with earned benefit time (vacation or legal holiday) remaining shall be allowed to use benefit time on a seniority rotational basis.
2. On a seniority rotational basis, employees without earned benefit time shall be allowed to use benefit time allotted for the upcoming year or they may elect to take time off without pay and continue to earn benefit time.

The use of next year's vacation and legal holiday hours will not jeopardize approved first round vacation and legal holiday picks.

This letter of understanding will sunset on June 30, 2014, unless the parties mutually agree to continue.

Letter of Understanding 6 – Patient Abandonment

Does apply to Per Diem Nurse Clinicians

The Employer and the Union recognize the definition of “patient abandonment” published by the American Nurses Association. The ANA- approved definition says patient abandonment is a unilateral severance of the established nurse –patient relationship without giving reasonable notice to the supervisor so that arrangements can be made for continuation of nursing care by others. Refusal to accept an assignment (or a nurse- patient relationship) does not constitute patient abandonment. Refusal to work overtime generally is not patient abandonment.

Letter of Understanding 7 – Wisconsin Dialysis, Inc.

Does apply to Per Diem Nurse Clinicians

This letter of agreement regarding the Wisconsin Dialysis, Inc. between SEIU Healthcare District 1199 Wisconsin (“SEIU”) and University of Wisconsin Hospital and Clinics Authority (“UWHCA”) dated October 28, 2002, is incorporated into the collective bargaining agreement by reference. Selected portions of the contract are produced below.

Pursuant to the Management Services Agreement between Wisconsin Dialysis Inc. (“WDI”) and UWHCA effective April 5, 2002, the employees covered by this letter of agreement and working in all WDI programs shall be UWHCA employees per the Wisconsin Employment Peace Act. This letter of agreement shall be made a part of the collective bargaining agreement between UWHCA and SEIU effective July 1, 2004 to June 30, 2008. This letter of agreement shall automatically be incorporated into all subsequent collective bargaining agreements between UWHCA and SEIU.

UWHCA and SEIU have entered into negotiations for the classifications of employees covered by the collective bargaining agreement between the parties, specifically, nurses and dieticians who shall be hired by UWHCA to work as part of WDI. As a result of these negotiations, it is agreed that the following provisions shall apply to those employees who accept employment with UWHCA for work in WDI on or before the opening of WDI described herein:

1. Recognition

All employees, who work in WDI programs and who are employed in a classification covered under Article II, Section 1 of the collective bargaining agreement between UWHCA and SEIU, shall be covered by the collective bargaining agreement between UWHCA and SEIU and this letter of agreement.

2. Seniority

Upon opening of WDI, the bargaining unit seniority list shall be combined for all employees in the nurse clinician classification including those hired by UWHCA from Meriter Dialysis. Nurse Clinicians working in Home Dialysis and the Renal Clinic will comprise a separate bargaining unit seniority list.

3. Assignment to WDI Positions

- a) Upon the opening of WDI, the Meriter Dialysis Nurse Clinicians on permanent days with the most bargaining unit seniority shall be given first choice of a primary assignment of two (2) positions, one to work at East Clinic or one to work permanent days at Fitchburg.
- b) Upon opening of WDI, the UWHCA Dialysis Nurse Clinicians by bargaining unit seniority shall be given first choice of a primary assignment of two (2) positions, one to work at East Clinic or one to work permanent days at Fitchburg.
- c) When a permanent day position becomes vacant at the Fitchburg site, the permanent day position shall be offered by bargaining unit seniority to Nurse Clinicians in the Fitchburg or East Clinic sites.

d) Three permanent evening positions, at the Fitchburg site ranging from 60% FTE or above shall be offered by bargaining unit seniority. It is understood that when assigned to work Saturdays, the shift will vary from the evening shift.

4. Differential

When a Nurse Clinician works at Meriter or UWHC inpatient to care for dialysis patients through WDI, the Nurse Clinician shall be eligible for and shall receive the 24 x 7 differential as provided in Article VI, section 6, of the collective bargaining agreement for all hours worked while providing these services and effective June 25, 2006 does also include vacation and holiday pay.

5. Standby/On-call

Meriter inpatient and the WDI home dialysis programs shall each have a separate call system at this time. If technology, programmatic or other changes occur to warrant a change in this on-call system, the employer shall provide a minimum of thirty (30) days notice to the affected employees and the Union prior to implementation of a change in the on call system in the work area. The Employer will convene a staff meeting to share the plan and to provide opportunity for staff input into the implementation of the on call system. A staff representative or designee from the union may attend this meeting.

Compensation for call and call backs shall be as provided in Article VII, Sections 16 and 17 of the collective bargaining agreement. Employees working shifts accommodating patient's needs that overlap their call hours shall not be denied their on-call pay.

6. Early Assignment

Early assignment of staff may be allowed with all the same provisions of this agreement.

7. Security

Security at the Fitchburg Clinic normally will at a minimum include:

- a. Photo ID card access to the building.
- b. Perimeter alarms on exterior doors and windows with off-site alarm monitoring by security staff.
- c. Glass break alarms for exterior windows.
- d. Panic buttons installed at the reception desk and each nurses station.
- e. At least two staff members routinely scheduled to arrive and depart at the same time.
- f. Staff training in non-violent crisis intervention, which will be initiated prior to opening the Fitchburg site.
- g. Upgrading the existing parking lot lighting.

8. Parking

Free parking shall be provided to WDI and shared by nurses with routine staffing or call responsibility for dialysis inpatients at Meriter and UWHC.

9. Summary

It is agreed that the provisions agreed to in this document are non-precedent setting and may not be cited in any proceeding except one initiated to enforce its terms. Other than the provisions as noted above, the collective bargaining agreement between SEIU District 1199W and the UWHCA 7/1/04-6/30/08 prevails.

Letter of Understanding 8 – Testing of Employees

The parties understand the importance of maintaining the competency of bargaining unit employees. As the need for bargaining unit testing arises in the future, Management will always attempt to provide the most appropriate testing environment, materials and evaluations possible. Management will discuss future plans for hospital wide testing in advance at the parties' monthly Labor/Management meeting, and will also discuss any concerns that arise after testing is implemented.

Letter of Understanding 9 – Nurse Clinician Clinical Advancement

The Employer and the Union recognize that Clinical Advancement for Nurse Clinicians is an important component of rewarding advanced levels of professional expertise and improving both quality of care and employee engagement. To that end, in September of 2011, the parties agree that they will meet for four (4) two (2) hour sessions to discuss all issues related to a Clinical Advancement program for Nurse Clinicians. All bargainable issues will be negotiated pursuant to Article I, Section C. The parties further agree that employees released to discuss this issue will be in paid status, and paid at their base rate of pay. Each party will limit its team for these purposes to a total of four (4) members.

Letter of Understanding 10 – Tuition Reimbursement

This letter confirms the understanding between the parties that upon ratification of the Collective Bargaining Agreement, employees previously enrolled in a degree program that does not meet the current criteria under Article XIII, Section 7 E. 2. Will be considered grandfathered and continue to receive the tuition reimbursement benefit for the next five years.

Letter of Understanding 11 – Safe Patient Handling

The Employer and the Union recognize that the cumulative effect of repeated lifting and forceful movements associated with patient care activities may lead to serious health problems for staff. Lifting, transferring, and repositioning patients are the most common tasks that lead to injury. Both the Employer and the Union recognize that adopting and implementing the American Nurse Association’s evidence based Handle with Care Recognition Program at UWHCA through Nursing and Patient Care Service’s collaborative governance structure may help reduce these injuries.

The ANA Handle with Care program is an evidence based program which incorporates staff involvement; education, early adopter evaluation, and then house wide roll out. UWHCA has adopted the following target dates to implement this program which will start on D6/5 as the early adopter unit:

<u>Assessment Phase</u>	<u>June/ July 2010</u>
<u>Education Phase</u>	<u>August 2010-January 2011</u>
<u>Initiation Phase</u>	<u>January/February 2011</u>
<u>Sustainability Phase/Evaluation Phase</u>	<u>March/April 2011 (begin)</u>
<u>House wide roll out</u>	<u>July 2011 (begin)</u>

UWHCA’s Safe Patient Handling Task Force which is comprised of staff members from the Nursing Practice Council, Nursing Quality Council; Safety Resource Nurses, and other disciplines, is charged with leading this project. Upon ratification, a representative from the task force will present a monthly progress update to labor and management at the parties’ monthly Labor/Management meeting.

Additionally, following ratification, the Employer and Union will endeavor to jointly support releasing a letter describing the importance of this program, basic components of the program (education, equipment, and a culture change), and the need for full staff participation during the house wide rollout phase.

Annually, a report highlighting the successes of the program will be compiled and will include recommendations for improvement to be implemented during the following year.

Disputes, if any, between the parties related to this letter of understanding are not be subject to the grievance procedure.

This letter of understanding will sunset on June 30, 2014, unless the parties mutually agree to continue.

Letter of Understanding 12 – Physical Therapy Float Pay

The parties agree to pay the float staff differential as defined in Article VII, Section 20, to the designated Physical Therapy float staff for all actual hours worked until June 30, 2012 at which time the Physical Therapy position will be restructured and will no longer be eligible for float staff differential. This letter of understanding sunsets on July 1, 2012 and is not precedential in nature.

Bargaining Teams

For the Union:	For the Employer:
<p><i>Dian Palmer</i> 1/27/11 _____ Dian Palmer, RN President, SEIU Healthcare WI Date</p>	<p><i>Donna M. Katen-Bahensky</i> 2/11/11 _____ Donna M. Katen-Bahensky President and CEO, UW Hospital and Clinics Authority Date</p>
<p><i>Bonnie Strauss</i> 1/27/11 _____ Bonnie Strauss, Staff Director SEIU Healthcare WI Date</p>	<p><i>Janice K. Bultema</i> 2/11/11 _____ Janice K. Bultema Sr. Vice President, Human Resources Date</p>
<p><i>Ronald Hudson</i> 1/27/11 _____ Ronald Hudson, Director, Collective Bargaining SEIU Healthcare WI Date</p>	<p><i>Linda Walton</i> 2/11/11 _____ Linda Walton, MSN, RN, CENP Interim Vice President Patient Care Services and Interim Chief Nursing Officer Date</p>
<p><i>Larry Warman</i> 1/27/11 _____ Larry Warman, Staff Representative SEIU Healthcare WI Date</p>	<p><u>UWHCA Bargaining Team</u> <i>Gary R. Johnson</i> 2/11/11 _____ Gary R. Johnson Director, Employee and Labor Relations Date</p>
<p><i>Michael Cordes</i> 1/27/11 _____ Michael Cordes, NC Bargaining Team Member SEIU Healthcare WI Date</p>	<p>Keri Hillery Employee & Labor Relations Representative</p>
<p><i>Jeanette Kelly</i> 1/27/11 _____ Jeanette Kelly, NC Bargaining Team Member SEIU Healthcare WI Date</p>	<p>Heidi Norwick, MSN, RN Director, Nursing Operations Support</p>
<p><i>Carolyn Meyer</i> 1/27/11 _____ Carolyn Meyer, NC Bargaining Team Member SEIU Healthcare WI Date</p>	<p>Susan Papendieck Senior Employee & Labor Relations Consultant</p>
<p><i>Jacqueline Pokorney</i> 1/27/11 _____ Jacqueline Pokorney, NC Bargaining Team Member SEIU Healthcare WI Date</p>	<p>Noreen Poirier Director, Inpatient Rehab</p>
<p><i>Ann Louise Tetreault</i> 1/27/11 _____ Ann Louise Tetreault, NC Bargaining Team Member SEIU Healthcare WI Date</p>	<p>Susan Rees, MS, RN, CPHQ, CENP Director, Nursing Quality, Regulatory, Labor Relations and Facility Planning</p>
<p><i>Lesli Wright-Bobholz</i> 1/27/11 _____ Lesli Wright-Bobholz, NC Bargaining Team Member SEIU Healthcare WI Date</p>	<p>Carrie Richard Senior Compensation Analyst</p>
	<p>Marcus Kip Schick Director, Ortho and Rehab Medical Clinics, Sports Medicine-Research Park</p>
	<p>Deborah Tinker, MSN, RN Director, Ambulatory Nursing</p>

Appendix A

December 19, 2010 through June 18, 2011
 Year 1 FY 2010-2011

RN Grade 6

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$28.29	\$29.17	\$29.94	\$30.88	\$31.69	\$32.24	\$32.72	\$33.21	\$33.70	\$34.21	\$34.72	\$35.25	\$36.11	\$36.66	\$37.21	\$37.78
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$38.36	\$38.95	\$39.50	\$40.09	\$40.69	\$41.30	\$41.93	\$42.55	\$43.19	\$43.84	\$44.51	\$45.16	\$45.86	\$46.53	\$47.22	

RN Grade 7

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$30.14	\$31.07	\$31.88	\$32.90	\$33.76	\$34.35	\$34.83	\$35.35	\$35.89	\$36.43	\$36.98	\$37.53	\$38.46	\$39.05	\$39.63	\$40.24
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$40.85	\$41.47	\$42.08	\$42.70	\$43.34	\$43.99	\$44.65	\$45.32	\$46.00	\$46.71	\$47.39	\$48.08	\$48.84	\$49.56	\$50.28	

Appendix B

June 19, 2011 through June 30, 2012

Year 2 FY 2011-2012

RN Grade 6

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$28.71	\$29.61	\$30.39	\$31.34	\$32.17	\$32.72	\$33.21	\$33.71	\$34.21	\$34.72	\$35.24	\$35.78	\$36.65	\$37.21	\$37.77	\$38.35
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$38.94	\$39.53	\$40.09	\$40.69	\$41.30	\$41.92	\$42.56	\$43.19	\$43.84	\$44.50	\$45.18	\$45.84	\$46.55	\$47.23	\$47.93	

RN Grade 7

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$30.59	\$31.54	\$32.36	\$33.39	\$34.27	\$34.87	\$35.35	\$35.88	\$36.43	\$36.98	\$37.53	\$38.09	\$39.04	\$39.64	\$40.22	\$40.84
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$41.46	\$42.09	\$42.71	\$43.34	\$43.99	\$44.65	\$45.32	\$46.00	\$46.69	\$47.41	\$48.10	\$48.80	\$49.57	\$50.30	\$51.03	

Appendix C

December 19, 2010 through June 18, 2011

Year 1 FY 2010-2011

Physical Therapist PAR Grids

Entry Clinician & Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$29.60	\$30.10	\$30.60	\$31.15	\$31.68	\$32.21	\$32.76	\$33.30	\$33.75	\$34.19	\$34.63	\$35.08	\$35.55	\$35.99	\$36.47	\$36.94
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$37.42	\$37.90	\$38.40	\$38.88	\$39.40	\$39.92	\$40.43	\$40.96	\$41.49	\$42.03	\$42.56	\$43.13	\$43.68	\$44.25	\$44.83	

Advanced Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$31.08	\$31.61	\$32.13	\$32.72	\$33.26	\$33.81	\$34.40	\$34.97	\$35.44	\$35.90	\$36.36	\$36.84	\$37.31	\$37.80	\$38.28	\$38.78
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$39.29	\$39.80	\$40.32	\$40.84	\$41.37	\$41.91	\$42.46	\$43.01	\$43.55	\$44.13	\$44.69	\$45.29	\$45.86	\$46.47	\$47.08	

Expert Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$32.64	\$33.18	\$33.74	\$34.35	\$34.93	\$35.51	\$36.11	\$36.72	\$37.21	\$37.70	\$38.17	\$38.68	\$39.18	\$39.69	\$40.20	\$40.72
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$41.25	\$41.80	\$42.34	\$42.87	\$43.44	\$44.01	\$44.58	\$45.16	\$45.75	\$46.33	\$46.92	\$47.54	\$48.16	\$48.79	\$49.42	

Appendix D

June 19, 2011 through June 30, 2012

Year 2 FY 2011-2012

Physical Therapist PAR Grids

Entry Clinician & Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$30.04	\$30.55	\$31.06	\$31.62	\$32.16	\$32.69	\$33.25	\$33.80	\$34.26	\$34.70	\$35.15	\$35.61	\$36.08	\$36.53	\$37.02	\$37.49
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$37.98	\$38.47	\$38.98	\$39.46	\$39.99	\$40.52	\$41.04	\$41.57	\$42.11	\$42.66	\$43.20	\$43.78	\$44.34	\$44.91	\$45.50	

Advanced Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$31.55	\$32.08	\$32.61	\$33.21	\$33.76	\$34.32	\$34.92	\$35.49	\$35.97	\$36.44	\$36.91	\$37.39	\$37.87	\$38.37	\$38.85	\$39.36
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$39.88	\$40.40	\$40.92	\$41.45	\$41.99	\$42.54	\$43.10	\$43.66	\$44.20	\$44.79	\$45.36	\$45.97	\$46.55	\$47.17	\$47.79	

Expert Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$33.13	\$33.68	\$34.25	\$34.87	\$35.45	\$36.04	\$36.65	\$37.27	\$37.77	\$38.27	\$38.74	\$39.26	\$39.77	\$40.29	\$40.80	\$41.33
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$41.87	\$42.43	\$42.98	\$43.51	\$44.09	\$44.67	\$45.25	\$45.84	\$46.44	\$47.02	\$47.62	\$48.25	\$48.88	\$49.52	\$50.16	

Appendix E

December 19, 2010 through June 18, 2011
Year 1 FY 2010-2011

Occupational Therapist PAR Grids

Entry Clinician & Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$28.12	\$28.60	\$29.08	\$29.58	\$30.10	\$30.60	\$31.12	\$31.64	\$32.06	\$32.47	\$32.90	\$33.32	\$33.76	\$34.20	\$34.64	\$35.10
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$35.56	\$36.03	\$36.47	\$36.96	\$37.44	\$37.91	\$38.40	\$38.91	\$39.41	\$39.93	\$40.45	\$40.97	\$41.50	\$42.05	\$42.59	

Advanced Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$29.53	\$30.05	\$30.54	\$31.06	\$31.59	\$32.14	\$32.68	\$33.22	\$33.65	\$34.10	\$34.54	\$34.99	\$35.45	\$35.91	\$36.37	\$36.85
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$37.34	\$37.83	\$38.30	\$38.79	\$39.30	\$39.80	\$40.33	\$40.85	\$41.38	\$41.92	\$42.48	\$43.02	\$43.58	\$44.14	\$44.73	

Expert Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$31.01	\$31.53	\$32.07	\$32.62	\$33.18	\$33.74	\$34.32	\$34.89	\$35.35	\$35.80	\$36.27	\$36.73	\$37.22	\$37.69	\$38.21	\$38.70
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$39.20	\$39.71	\$40.21	\$40.74	\$41.28	\$41.78	\$42.34	\$42.90	\$43.45	\$44.02	\$44.59	\$45.18	\$45.75	\$46.36	\$46.95	

Appendix F

June 19, 2011 through June 30, 2012

Year 2 FY 2011-2012

Occupational Therapist PAR Grids

Entry Clinician & Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$28.40	\$28.89	\$29.37	\$29.88	\$30.40	\$30.91	\$31.43	\$31.96	\$32.38	\$32.79	\$33.23	\$33.65	\$34.10	\$34.54	\$34.99	\$35.45
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$35.92	\$36.39	\$36.83	\$37.33	\$37.81	\$38.29	\$38.78	\$39.30	\$39.80	\$40.33	\$40.85	\$41.38	\$41.92	\$42.47	\$43.02	

Advanced Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$29.83	\$30.35	\$30.85	\$31.37	\$31.91	\$32.46	\$33.01	\$33.55	\$33.99	\$34.44	\$34.89	\$35.34	\$35.80	\$36.27	\$36.73	\$37.22
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$37.71	\$38.21	\$38.68	\$39.18	\$39.69	\$40.20	\$40.73	\$41.26	\$41.79	\$42.34	\$42.90	\$43.45	\$44.02	\$44.58	\$45.18	

Expert Clinician

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$31.32	\$31.85	\$32.39	\$32.95	\$33.51	\$34.08	\$34.66	\$35.24	\$35.70	\$36.16	\$36.63	\$37.10	\$37.59	\$38.07	\$38.59	\$39.09
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$39.59	\$40.11	\$40.61	\$41.15	\$41.69	\$42.20	\$42.76	\$43.33	\$43.88	\$44.46	\$45.04	\$45.63	\$46.21	\$46.82	\$47.42	

Appendix G

December 19, 2010 through June 18, 2011

Year 1 FY 2010-2011

Therapist

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$19.11	\$19.39	\$19.68	\$19.98	\$20.28	\$20.58	\$20.90	\$21.21	\$21.53	\$21.86	\$22.18	\$22.51	\$22.85	\$23.19	\$23.53	\$23.89
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$24.24	\$24.60	\$24.98	\$25.35	\$25.73	\$26.12	\$26.51	\$26.91	\$27.31	\$27.72	\$28.14	\$28.56	\$28.99	\$29.42	\$29.87	

Senior Therapist

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$20.35	\$20.65	\$20.97	\$21.28	\$21.60	\$21.93	\$22.26	\$22.59	\$22.94	\$23.28	\$23.63	\$23.99	\$24.35	\$24.71	\$25.09	\$25.46
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$25.85	\$26.23	\$26.62	\$27.03	\$27.43	\$27.85	\$28.26	\$28.68	\$29.12	\$29.55	\$30.00	\$30.45	\$30.91	\$31.37	\$31.85	

Appendix H

June 19, 2011 through June 30, 2012

Year 2 FY 2011-2012

Therapist

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$19.30	\$19.58	\$19.88	\$20.18	\$20.48	\$20.79	\$21.11	\$21.42	\$21.75	\$22.08	\$22.40	\$22.74	\$23.08	\$23.42	\$23.77	\$24.13
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$24.48	\$24.85	\$25.23	\$25.60	\$25.99	\$26.38	\$26.78	\$27.18	\$27.58	\$28.00	\$28.42	\$28.85	\$29.28	\$29.71	\$30.17	

Senior Therapist

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Hourly Rate	\$20.55	\$20.86	\$21.18	\$21.49	\$21.82	\$22.15	\$22.48	\$22.82	\$23.17	\$23.51	\$23.87	\$24.23	\$24.59	\$24.96	\$25.34	\$25.71
Entry Point	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs
	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
	\$26.11	\$26.49	\$26.89	\$27.30	\$27.70	\$28.13	\$28.54	\$28.97	\$29.41	\$29.85	\$30.30	\$30.75	\$31.22	\$31.68	\$32.17	

Appendix I

Dietician			
<u>December 19, 2010 through June 30, 2012</u>			
FY 2010-2012			
Pay			
Range	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Annual	\$41,916	\$52,395	\$62,874
Hourly	\$20.152	\$25.190	\$30.228
	<u>Entry</u>		
	<u>Rate:</u>	\$20.152	

Appendix J

Year 1 FY 2010 - 2011 Per Diem Nurses

Inpatient, Surgical Services, Radiology & Dialysis

Home Health

Hourly Rates

Pay Types	<u>Option 1A</u>	<u>Option 1B</u>	<u>Option II</u>	<u>Option III</u>	<u>Option 1A</u>	<u>Option 1B</u>	<u>Option II</u>	<u>Option III</u>
Weekday Day								
Regular Rate	\$31.26	\$33.69	\$37.76	\$45.04	\$30.08	\$30.87	\$31.66	\$34.82
Weekday Off								
Shift Regular Rate	\$33.28	\$35.71	\$37.76	\$46.81	\$32.11	\$32.91	\$33.69	\$37.06
Weekend Day								
Regular Rate	\$32.90	\$35.30	\$39.38	\$46.81	\$30.90	\$31.69	\$32.47	\$35.72
Weekend Off								
Shift Regular Rate	\$34.91	\$37.34	\$39.38	\$48.61	\$32.93	\$33.71	\$34.50	\$37.94

Clinics Per Diem RN's

Pay Types	Hourly Rates	Off Shift & On Weekends
Option 1A	\$30.45	\$32.06
Option 1B	\$31.25	\$32.88
Option II	\$32.06	\$33.69
Option III	\$35.27	\$37.06

Appendix K

Year 2 FY 2011 - 2012 Per Diem Nurses

Inpatient, Surgical Services, Radiology & Dialysis

Home Health

Hourly Rates

Pay Types	<u>Option 1A</u>	<u>Option 1B</u>	<u>Option II</u>	<u>Option III</u>	<u>Option 1A</u>	<u>Option 1B</u>	<u>Option II</u>	<u>Option III</u>
Weekday Day								
Regular Rate	\$31.73	\$34.20	\$38.33	\$45.72	\$30.53	\$31.33	\$32.13	\$35.34
Weekday Off								
Shift Regular Rate	\$33.78	\$36.25	\$38.33	\$47.51	\$32.59	\$33.40	\$34.20	\$37.62
Weekend Day								
Regular Rate	\$33.39	\$35.83	\$39.97	\$47.51	\$31.36	\$32.17	\$32.96	\$36.26
Weekend Off								
Shift Regular Rate	\$35.43	\$37.90	\$39.97	\$49.34	\$33.42	\$34.22	\$35.02	\$38.51

Clinics Per Diem RN's

Pay Types	Hourly Rates	Off Shift & On Weekends
Option 1A	\$30.91	\$32.54
Option 1B	\$31.72	\$33.37
Option II	\$32.54	\$34.20
Option III	\$35.80	\$37.62

Appendix L

Year 1 FY 2010 - 2011				
Per Diem Physical Therapists				
	PT Clinician - Entry	PT Clinician	PT Advanced	PT Expert
Option I	\$38.22	\$38.22	\$40.13	\$42.15
Weekend	\$41.89	\$41.89	\$43.98	\$46.18
Option II	\$38.22	\$38.22	\$40.13	\$42.15
Weekend	\$43.47	\$43.47	\$45.64	\$47.94
Option III	\$38.22	\$38.22	\$40.13	\$42.15
Weekend	\$47.58	\$47.58	\$49.96	\$52.46

Appendix M

Year 2 FY 2011 - 2012				
Per Diem Physical Therapists				
	PT Clinician - Entry	PT Clinician	PT Advanced	PT Expert
Option I	\$38.79	\$38.79	\$40.73	\$42.78
Weekend	\$42.52	\$42.52	\$44.64	\$46.87
Option II	\$38.79	\$38.79	\$40.73	\$42.78
Weekend	\$44.12	\$44.12	\$46.32	\$48.66
Option III	\$38.79	\$38.79	\$40.73	\$42.78
Weekend	\$48.29	\$48.29	\$50.71	\$53.25

Appendix N

Year 1 FY 2010 - 2011				
Per Diem Occupational Therapists				
	OT Clinician - Entry	OT Clinician	OT Advanced	OT Expert
Option I	\$31.14	\$31.14	\$32.70	\$34.34
Weekend	\$35.49	\$35.49	\$37.27	\$39.13
Option II	\$31.14	\$31.14	\$32.70	\$34.34
Weekend	\$36.83	\$36.83	\$38.68	\$40.61
Option III	\$31.14	\$31.14	\$32.70	\$34.34
Weekend	\$39.93	\$39.93	\$41.92	\$44.02

Appendix O

Year 2 FY 2011 - 2012				
Per Diem Occupational Therapists				
	OT Clinician - Entry	OT Clinician	OT Advanced	OT Expert
Option I	\$31.61	\$31.61	\$33.19	\$34.86
Weekend	\$36.02	\$36.02	\$37.83	\$39.72
Option II	\$31.61	\$31.61	\$33.19	\$34.86
Weekend	\$37.38	\$37.38	\$39.26	\$41.22
Option III	\$31.61	\$31.61	\$33.19	\$34.86
Weekend	\$40.53	\$40.53	\$42.55	\$44.68

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