

Collective Bargaining Agreement

Between

**SEIU Healthcare Wisconsin
Service and Support Council**

and

**Meriter Hospital, Inc.
Madison, Wisconsin**

March 12, 2018- March 8, 2020



Dear SEIU Healthcare Wisconsin Members:

The following document is the contract agreement reached between your Union and Meriter Hospital. SEIU Healthcare Wisconsin and Meriter bargained to guarantee the rights and benefits which appear in the following pages. In order to maintain the vitality and health of this contract, it is important that you take the time to read through and familiarize yourself with the agreements contained herein. It is, ultimately, up to you to ensure that these agreements are maintained and upheld. If you have any questions, please contact a Union Work Site Leader – you can find their names and departments on your Union bulletin boards.

We also would like to make you aware of your WEINGARTEN RIGHTS. If you think you are going to be disciplined or asked questions that may ultimately lead to disciplinary action being taken against you, it is your right to ask for Union representation. **YOU DO NOT HAVE TO ANSWER ANY QUESTIONS WITHOUT A UNION WORK SITE LEADER PRESENT.** For your protection, always ask for Union representation.

To get involved in your Union, come to a meeting or ask a Work Site Leader.

In Solidarity,

SEIU Healthcare Wisconsin

To Contact your Union office, call:
(608) 277-1199

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AGREEMENT

This Agreement made and entered into this 12th day of March, 2018, by and between the employees in the collective bargaining unit represented by SEIU Healthcare Wisconsin, hereinafter referred to as the Union, and Meriter Hospital, hereinafter referred to as the Employer or the Hospital.

The Employer and the Union agree to all of the following regulations, stipulations and conditions that shall govern the Union-Hospital relationship at Meriter Hospital.

The Employer and the Union are duly authorized to execute this Agreement with respect to wages, benefits, and working conditions.

It is the purpose and intent of this Agreement to provide the service needs of our patients and customers and to ensure that all employees and supervisors are treated with Dignity and Respect by providing an opportunity for bargaining unit members and supervisors to work cooperatively in providing that service; by setting forth terms and conditions of employment for members of the bargaining unit; and to promote harmonious relations between the Hospital and members of the bargaining unit by providing procedures for reconciliation of problems.

ARTICLE I - GENERAL CONDITIONS

Section 1 - Recognition

The Hospital recognizes the Union as the exclusive bargaining agent for the employees included in the collective bargaining unit, which consists of all regular full-time and all regular part-time employees 0.1 FTE and above of the following hospital departments: Bio-Medical Services; Food and Nutrition Services; Environmental Services; Engineering Services; Physical Therapy; Patient Escort and Nursing Service, but excluding office, professional and technical employees (such as operating room technicians, student nurses and other student employees), supervisors and other non-included employees as certified by the National Labor Relations Board.

Section 2 - Definition of Employment Status

Regular full-time employees (1.0 FTE) are defined as those employees who are so classified and whose work hours equal or exceed eighty (80) hours in a pay period on a regularly scheduled basis.

Regular part-time employees (.5 FTE to .9 FTE) are defined as those employees whose work hours are less than eighty (80) in a given pay period but forty (40) or more such hours on a regularly scheduled basis.

Part-time employees (.1 FTE to .4 FTE) are defined as those employees whose work hours are routinely less than forty (40) per pay period, even if those hours are on a regularly scheduled basis.

The Hospital and the Union agree to review the actual hours worked by 0.0 FTE employees at the April, July, October, and January Labor Management meetings. The actual hours worked data shall be provided to the Union no later than seven (7) calendar days prior to the Labor Management meeting. The Union reserves its rights to pursue issues that cannot be resolved at Labor Management through appropriate legal channels.

Temporary employees are defined as those employees whose work hours may be eighty (80) or less hours in a pay period but whose term of employment has been stated not to exceed one hundred twenty (120) calendar days at time of hire. Any temporary employee may only be hired for a period not to exceed one hundred twenty (120) days in a calendar year except with Union concurrence. Should a temporary employee be employed more than one hundred twenty (120) days in any given rolling year, the position they are filling will be placed for bid according to the bidding procedure of this Agreement.

Temporary employees who wish to become regular employees may bid on vacancies posted on the Human Resources Bulletin Boards or on-line.

Section 3 - Equal Opportunity Employment

The Employer shall comply with local, state and federal laws and neither the Union nor the Employer shall discriminate or engage in harassment against employees on the basis of age, sex, gender identity, gender expression, race, creed, national origin, color, disability, sexual orientation, political affiliation or any other legally prohibited basis. Selection and continued employment will be based on qualifications and ability to perform assigned duties and responsibilities as set forth in this Agreement. The parties agree that notwithstanding anything contained here to the contrary, nothing shall prevent Meriter from taking whatever action is required to comply with the Americans with Disabilities Act.

Section 4 - Union Visitation

The Union will notify the Human Resources Department when visiting the Hospital.

ARTICLE 2 - CONDITIONS OF EMPLOYMENT

Section 1 - Union Membership Clause

All employees (0.1FTE – 1.0FTE) in classifications included in the bargaining unit have the right to voluntarily join the Union. Each Union member shall have right to fully retain or discontinue their membership. The Employer agrees that it will not solicit or coerce employees to withdraw from Union membership. None of the provisions of this contract, unless otherwise specifically provided for herein, shall become effective for such

employees until successful completion of their probationary period. This section shall not apply to temporary employees hired for the defined period.

Section 2 - Union Orientation

Each new full-time, regular part-time and part-time employee hired shall receive a copy of the collective bargaining agreement at orientation. A representative of SEIU Healthcare Wisconsin shall be granted up to thirty (30) minutes for Union orientation during the regularly scheduled orientation program. The union representative conducting the orientation will provide adequate notice to her/his supervisor and will be on paid time if it is that employee's regularly scheduled work day. The content of this presentation and any material which the Union wishes to distribute will be reviewed and approved by Human Resources management prior to the session. Employees will attend this session and will be paid their regular rate of pay for the thirty (30) minute session. Time spent in conducting or participating in the orientation program will not count for the purpose of calculating overtime.

Section 3 - Membership Policy Statement/Lists to the Union

The Hospital recognizes that it is desirable, and will greatly assist the Union in the performance of its functions as collective bargaining representative and will promote the most harmonious relationships and conditions of employment, for all employees in the collective bargaining unit, who conscientiously can become members of the Union and actively participate in its affairs and contribute their judgments to its decisions. To this end, the Hospital agrees to provide, electronically via e-mail, the following information each pay period to SEIU Healthcare Wisconsin Madison office to the attention of the designated Union Representative:

- ◆ Name;
- ◆ Address;
- ◆ Phone number;
- ◆ Job Classification;
- ◆ Job Title;
- ◆ Cost Center;
- ◆ FTE;
- ◆ Rate of Pay;
- ◆ Hire Date;
- ◆ Termination Date;
- ◆ Cope Deduction;
- ◆ Date of Birth;
- ◆ Dues Deduction; and
- ◆ Employment Status (i.e., active, leave, layoff, terminated).

Section 4 - Labor/Management Meetings

Management and the Union recognize the importance of addressing mutual concerns on a regular basis. To this end, the Union Work Site Leaders and/or designees and managers of SEIU employees and the Employee Relations Manager and/or designee will meet on a regular

basis to promote open and ongoing communications. The primary purpose of these meetings will be the sharing of information and discussion and resolution of issues of mutual concern.

In order to facilitate the effectiveness of the meetings, both parties agree to share agenda items seven (7) days prior to the meeting. The agenda item description will contain enough information for the parties to prepare to discuss the issue. If there are no issues, the meeting may be canceled.

Meriter shall pay for a maximum of eight (8) Union Work Site Leaders and/or designees (no more than two (2) employees from any department/nursing unit) for attendance at the meeting. At the conclusion of the meeting, staff will return to work within ten (10) minutes, if scheduled.

Section 5 - Recruitment of Union Membership

It is agreed by the Union and the Hospital that, in order to maintain a desirable level of productivity, the recruiting of probationary or other eligible employees for Union membership may not be done during the normal working time of either the Union employees or the prospective members.

It is further agreed that the recruiting of new members will be done on the employees' own time when they are not, or should not be, engaged in the performance of their regular job duties and responsibilities. An infraction of this Agreement may result in appropriate disciplinary action being taken by the Hospital.

It is also agreed that it is the Union's responsibility to contact eligible bargaining unit members as provided in Section 1 of this Article. The Union shall hold the Hospital harmless, in case of its failure to do so, for lack of collection of back dues.

Section 6 - Check-off

Upon receipt from an employee of a lawfully executed written authorization, the Hospital agrees, unless the authorization is revoked in accordance with its terms, to deduct the regular membership dues, agency fees and initiation fees of bargaining unit employees from her/his paychecks. The deduction shall be computed by dividing the annual membership dues or agency fees as furnished to the Hospital in writing by the Union, by twenty-four (24) pay periods, with an equivalent amount to be deducted from each paycheck. The amounts so deducted will be forwarded each pay period to the representative designated by the Union, accompanied by a roster of deductions. In no event will more than one (1) normal deduction be made from each paycheck.

In the event the employee does not have wage earnings from any paycheck in an amount sufficient to permit her/his dues or agency fee deductions, no deductions will be made by the Hospital. The sole obligation of the Hospital shall be to deduct and remit dues or agency fees in accordance with the above provisions.

The Union agrees to refund to the Hospital or the employee any monies, which may be erroneously remitted to the Union or any dues or agency fees, which may be erroneously deducted.

Section 7 – Communication with Bargaining Unit

The Employer agrees not to initiate any communications with bargaining unit employees regarding union membership, dues deduction authorization and/or revocation of authorization. If a question regarding revocation of dues deductions authorization is posed to the Employer, the Employer will respond by explaining that the process is described in the dues authorization card itself and that the language must be strictly followed. Any further questions regarding membership, dues authorization or revocation shall be referred to the Union.

Section 8 – Prohibition of Law

No provisions of this Article shall apply to the extent that it may be prohibited by Law. In the event that law is amended to permit union security, the following provisions shall be effective:

All employees hired before March 18, 2002, who are members of the Union on the effective date of this Agreement or who become members of the Union after the effective date of this Agreement shall remain members of the Union or pay the appropriate agency fee.

All employees 0.5 FTE or above, (except students carrying a load of ten or more credits per semester) that are hired on or after March 18, 2002, must either join the Union or pay the appropriate agency fee. All employees hired on or after April 13, 2010 into positions with FTE of 0.1 to 0.4 shall either join the Union or pay the appropriate agency fee (except students carrying a load of ten or more credits per semester).

Section 9 - COPE Check-off

The Hospital agrees to deduct and transmit to the SEIU Committee on Political Education (COPE) all contributions to COPE deducted from the wages of those employees who voluntarily authorize such deductions in writing on forms provided by the Union for that purpose.

* Employees shall be allowed to change the amount of the deductions no more than once per calendar year (unless they are discontinuing the deductions in their entirety). The transmittal of these monies to the Union shall occur for each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 10 - Union Responsibility Regarding Union Officers Designation

The Union agrees to provide the Hospital's Human Resources Department with up-to-date listings of Union Work Site Leaders and any other duly elected and/or appointed representatives of the bargaining unit who have the authority to represent members of the

bargaining unit in internal labor relations matters. Failure to do so will be regarded by the Hospital as sufficient grounds for refusal to discuss related matters with Union individuals who are not formally designated as having authority to do so.

Section 11 – Union Participation in Committees

Management will timely notify the Union of committees relating to safety, employee health and safety, wellness, and working conditions. The Union may request to provide input into such committees, through the appointment of one (1) bargaining unit representative per committee. Payment of time for attending committees will be at straight pay only and will not count towards the calculation of overtime.

Section 12 - Hospital Liability Waiver

The Union agrees to indemnify and save the Hospital harmless from and against any and all claims, demands, suits, costs, legal expenses and any other forms of liability brought or issued against the Hospital as a result of any action taken or not taken by the Hospital, for the purpose of complying with any of the provisions of this Article.

ARTICLE 3 - EMPLOYER RIGHTS

Section 1 - Scope

The parties recognize that this contract addresses the employer-employee relationship existing between the Hospital and its employees in the collective bargaining unit represented by the Union, and that the rights and duties between them in their relationship are those of employer and employee.

It is agreed that, except as otherwise expressly limited by this Agreement, the management of the Hospital and the direction of the work force including, by way of example and not by way of limitation, the right to select, hire and assign employees, promulgate and enforce reasonable rules and regulations it considers necessary or advisable for the safe, orderly and efficient operation of the Hospital, direct and assign work, determine work schedules, transfer employees between jobs or departments or sites, fairly evaluate relative skill, ability, performance or other job qualifications, introduce new work methods, equipment and processes, determine and establish fair and equitable work standards, select and implement the manner by which the Hospital's goals and objectives are to be attained, and to discharge employees for just cause or relieve employees from duty for lack of work or other legitimate reasons are vested exclusively with the Hospital, but this provision shall be construed to harmonize with and not to violate other provisions of this Agreement.

It is further understood that all functions of management not otherwise herein relinquished or limited shall remain vested in the Hospital.

Section 2 - Procedure in Case of Disagreement in Interpretation

In the practical administration of this contract, it will be necessary for supervisors and administrators to interpret its applicability to certain situations that may arise. For the sake of the vital and safe conduct of the Hospital's business, it is imperative and agreed that every employee shall follow the instructions of her/his supervisor. In cases where she/he disagrees with her/his supervisor on the interpretation of the applicable part of the contract or feels that a directive given is unfair to her/him, she/he shall have the right to question the interpretation or direction through the grievance procedure outlined in Article 24, Section 7. It is agreed that the failure of an employee to follow the reasonable instructions of her/his supervisor constitutes possible just cause for corrective action up to and including discharge.

ARTICLE 4 - JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 1 - Description Revisions and Establishing New Jobs

The jobs of Hospital employees are presently defined in existing job descriptions. It is agreed that in order to maintain the flexibility of the health care delivery function, such jobs may be revised by the Hospital to conform to current operating conditions. Such changes, however, will be discussed prior to implementation, with a representative of the union and one Union Work Site Leader and at least one person selected by the Union from the affected classification. Final approval of job descriptions and rest with management. Job descriptions shall accurately describe the work performed. However, the right to final approval shall not be used to unilaterally develop job descriptions without conferring with the Union.

The Union may also request that a new job description be prepared if substantive changes have occurred within the job during the term of this Agreement. Nothing shall prevent the Union and Management from mutually agreeing to review substantive changes occurring outside of the term of this Agreement. Union requests must be submitted in writing to the Human Resources Department, stating the reasons which, in the Union's opinion, warrant the change(s) within thirty (30) calendar days from the date that the substantive changes have been incorporated into the expectations of the job or the time the Union knew or should have known of the changes. If Human Resources determines that the job changes are substantive, the appropriate department will, within sixty (60) calendar days, rewrite the job description. (Disputes arising as to whether substantive change(s) have occurred may be submitted to the grievance procedure of this Agreement). The rewritten job description will be reviewed by Human Resources within thirty (30) calendar days from the date that the newly revised job description is completed by the Department. The results of the Human Resources review will be communicated to the employees in the reevaluated position and the SEIU Healthcare Wisconsin Madison office, and any appropriate wage adjustments will be implemented within thirty (30) calendar days from the reclassification by Human Resources (per Article 6, Section 2 of this Agreement).

The Classification for the accepted job description will be based on the systematic analysis used by the Hospital in the evaluation of such jobs. One Employee selected by the Union

from the affected job title and an unpaid Union representative may participate in presenting the revised job description to Human Resources. Jobs and classifications, when agreed upon by both parties, will be recognized as a part of the contract.

Job classifications that are not mutually agreed upon will be classified by the Hospital with the provision that any grievance with respect to their classification may be taken up through the regular grievance procedure hereinafter established.

Wage grades for job classifications in effect upon completion of this Agreement shall remain through the life of this contract subject to change only where significant alteration of duties warrants such grade change through the procedure outlined above.

Section 2 - Reclassification

If the duties of a job title have changed sufficiently such that upon review by Human Resources the position is reclassified into a higher pay-class, the incumbents in that job title will be moved into the new pay-class at their current years of service step. If the position is reclassified into a lower pay-class, the incumbents will be slotted into their new pay-class at the longevity step closest to their rate of pay. However, if the decrease would be substantial, pay will be red circled.

ARTICLE 5 - WAGES

Section 1 - Wage Rates and Increases

It is agreed that the classification of jobs and applicable minimum wage rates for the classifications shall be those contained in the attached schedule. An appendix is attached indicating the current job classifications and their corresponding rates of pay.

Section 2 - Temporary Employment Wage Rates and Conditions

It is agreed that temporary employees may be hired by the Hospital at a rate less than the minimum starting rate for their classification. Temporary employees will be so designated at the beginning of their employment. Temporary employee wage rates will be established by the hospital. However, temporary employees will not be hired where qualified bargaining unit personnel wish to temporarily increase their hours consistent with scheduling needs up to full time status.

It is further agreed that temporary and 0.0 FTE employees will not accrue any benefits; i.e., earned time, nor will they be eligible to participate in any employee benefit programs, such as health insurance or life insurance, during the defined period of temporary employment.

A temporary employee who converts from temporary employment to regular employment will begin accruing bargaining unit seniority on their first day of regular employment. Time worked as a temporary employee will count as time worked for purposes of benefits waiting

periods providing employment status was at least 0.1 FTE or greater.

The Union shall be notified immediately as to the employee's name, job title, shift, and the date temporary and 0.0 employment begins.

Section 3 - Group Leader Premiums

Those employees in certain job descriptions who have been given a differential because they act as a group leader of others in the same area of work will continue to receive such differential, as long as the employee continues to be assigned at the discretion of the Hospital, the duties of the group leader.

Effective March 12, 2018 the differential shall be \$1.40 per hour.

Section 4 - Shift Premiums

Premium pay for PM shifts is paid to all bargaining unit employees at the rate of \$1.25 per hour, over and above their present hourly rate. PM differential will be paid starting at 1400 to all employees who work a minimum of four (4) consecutive hours or more into the PM shift or their start time is during the designated PM hours. Employees shall continue to receive the PM differential if they work less than four (4) consecutive hours into the night shift. The PM shift is defined as 1400 to 2200.

Premium pay for night shifts is paid to all bargaining unit employees at the rate of \$2.25 per hour over and above their present hourly rate. Night differential will be paid starting at 2200 to all employees who work a minimum of four (4) consecutive hours or more into the night shift or their start time is during the designated night hours. Employees shall continue to receive the night differential if they work less than four (4) consecutive hours into the day shift. The Night shift is defined as 2200 to 0700.

A weekend differential of Two Dollars (\$2.00) per hour will be paid for all hours worked from 0700 Saturday to 0700 on Monday, and from 2300 Friday to 0700 Sunday for regular night shift employees who requested (and were granted) this as their weekend pursuant to Article 5, Section 7 of this Agreement.

Employees must work a minimum of four (4) consecutive hours into the weekend period to receive this differential for such hours. A weekend differential of Two Dollars (\$2.00) per hour will be paid. Hours eligible for the weekend differential will be from:

- 0700 Saturday to 0700 on Monday (differentials will be paid until 0730);
- 0500 Saturday to 0500 on Monday (differentials will be paid until 0530) for those employees who requested (and were granted) this weekend period,
- 2300 Friday to 2300 Sunday (differentials will be paid until 2330) for regular night shift employees who requested (and were granted) this as their weekend pursuant to Article 5, Section 7 of this Agreement.

In the event an employee's worked hours are less than four (4) hours but the start time and end time is within the designated weekend period, the employee will receive this differential.

Section 5 - Emergency Call-In Pay

A minimum of two (2) hours pay, at the rate of time and one-half the regular rate, will be paid to a service employee called in from home to work other than her/his normal department hours. This applies only to emergency call-in situations and does not include planned changes in work schedules to meet departmental staffing requirements when an employee is asked to work other than her/his normally scheduled hours. All time worked in excess of two (2) hours will also be paid at time and one-half when the emergency call-in exceeds that minimum. Employees will not be required to leave early to prevent the payment of overtime.

Section 6 - Starting Rates

It is agreed that the applicants for a job will be hired at or above the beginning rates specified in the job classification. Exceptions to hiring at the beginning rate may be made when the qualifications of an applicant warrant a higher starting rate because of prior training or experience. Such hiring rates shall be determined by the Hospital.

Section 7 - Weekend Schedule Variation

A weekend consists of a consecutive Saturday and Sunday. An employee permanently assigned to a night shift may request Friday and Saturday nights as constituting a scheduled weekend off (consideration will be given after review of staffing needs). In addition the Hospital will routinely make every reasonable effort not to schedule a night shift the Friday before the scheduled weekend off for employees.

Section 8 - On Call Pay

\$2.50 per hour on-call pay will be paid to employees on availability or scheduled on-call for all hours such employee is on-call. Employees called in will receive a minimum of two (2) hours pay at the applicable rate whether or not such hours are actually worked. Employees will continue to receive on-call pay at the applicable rate during hours worked when called in. For call purposes, the weekend begins at 1700 on Friday and ends at 0700 Monday.

A. Scheduled On-Call

Scheduled On-Call are on-call hours that are in excess of an employee's FTE of record. Employees called in will be paid at time and one-half (1-1/2) their regular rate of pay for actual hours worked or a minimum of two (2) hours pay at time and one-half (1-1/2) their regular rate of pay, whichever is greater.

Upon approval by the employee's manager or designee, employees on scheduled on-call or not on scheduled on-call who can resolve the issue remotely without reporting to the hospital shall be paid a minimum of fifteen (15) minutes at time and one-half (1-1/2) their regular rate or

actual time worked at time and one-half (1-1/2) their regular rate of pay, whichever is greater.

B. Availability On-Call

Availability On-Call are call hours that are generally scheduled no more than twenty-four (24) hours in advance by the unit manager or his/her designee on an as-needed basis.

Before assigning availability on-call, management shall solicit volunteers from the unit (nursing)/department by bargaining unit seniority rotation. If there are no volunteers, the call shall be assigned from the unit (nursing)/department by inverse bargaining unit seniority rotation.

Employees on Availability On-Call shall receive On-Call pay in accordance with Section 8 above.

Section 9 - Mileage Allowance

Employees who report to work and are required by the Hospital to use their own vehicle to travel to a new work location requiring travel off campus, will be reimbursed for mileage according to current IRS standard mileage rate.

Section 10 – Holiday Compensation

All full-time, regular part-time and part-time employees who work on any of the six (6) legal holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas) will be paid at time and one-half their base rate of pay.

Designated time for all holidays except Christmas and New Year's shall be from 2300 the day preceding the holiday to 2300 the day of the holiday.

Designated time for the Christmas holiday is from 1500, December 24, to 0700, December 26. An employee who works any shift(s) during that period will receive time and one-half pay for the time worked.

Designated time for the New Year's holiday is from 1500, December 31, to 2300, January 1.

For scheduling purposes only, non-twenty-four (24) hour, seven (7) day a week units, with or without call, shall recognize holidays falling on Saturday on Friday and holidays falling on Sunday on Monday. Hours worked on these recognized holidays shall be paid at straight time.

ARTICLE 6 - EMPLOYMENT STATUS

Section 1 - Probationary Employees

During the first ninety (90) calendar days of continuous work at the hospital, a new employee shall be considered a probationary employee and will not be subject to the terms of this agreement, except for wages and hours or as otherwise hereinafter provided.

Any employee shall be subject to termination, without cause, at the option of the Hospital during her/his probationary period. The Probationary period shall be ninety (90) calendar days, which may be extended up to thirty (30) calendar days (or up to ninety (90) calendar days for employees 0.5 FTE or below) by the Hospital. The Hospital may extend the probationary period of an employee by a total of ninety (90) days for attendance reasons. The Hospital agrees to inform SEIU Healthcare Wisconsin Madison office upon such extension and the reasons for such extension.

Section 2 - Change in Status

If an employee changes shift or FTE status, but remains in the same job title and department, the employee will not be on an orientation/training period and will be assigned to the new status immediately. However, in the case of job title and/or department/nursing unit change, an employee will be on an orientation/training period and must work the new job title and/or in the new department/nursing unit for a continuous period of ninety (90) days in a manner acceptable to the Hospital before being regularly assigned to the new job. Prior to the end of the first thirty (30) days in the new job title and/or in the new department/nursing unit, the Employer will provide the employee with feedback on her/his performance in the new job. If the employee does not satisfactorily complete this orientation/training period, she/he will be laid off without displacement rights and without any preferential recall but with full bidding rights in their former department. The employer and/or employee shall have the option during the first thirty (30) days of the orientation/training period of returning to her/his former or comparable job if available.

The employee will not lose any of the protection guaranteed under this agreement if the employee has successfully passed the initial employment probationary period. Benefits accumulated will be carried into a new employment or job status. An employee's original date of hire will remain the Hospital seniority date.

Section 3 - Promotions and Transfers within the Bargaining Unit

Promotions and transfers will be granted to the most qualified applicant. Promotions and transfers shall be based on the criteria set forth in the job description and/or, (including education, training, work experience), and current attendance and job performance as reflected in the personnel records of the Hospital and the appropriate department. Applicants are also encouraged to submit resumes prior to consideration for the position. Where these qualifications are relatively equal, bargaining unit seniority shall become the determining factor. Attendance shall not be used unless it has gone to the verbal warning stage or above within the last twelve (12) months.

A. Promotions

When an employee is promoted, she/he will receive a minimum of a 3.0% wage increase. After adding 3.0% to the employee's current salary she/he will be slotted into the next higher pay step in the new job classification, effective on the date of promotion. Exceptions may be made when the qualifications of an applicant warrant a higher pay step because of prior training or experience, as determined by the hospital.

An employee who has been successful on a job bid that results in a promotion within the bargaining unit must complete at least six(6) continuous months in their new job before being eligible to bid on another job. A successful promotion will result in a new ninety (90) day orientation/training period. In the event an employee is not successful during their orientation period, the employee may return to their former job title (and pay step), if available. Any exceptions will be at the discretion of the Hospital, and will be discussed with the union prior to implementation. Should an appropriate opening not be available, the employee will be laid off.

B. Transfers to Lower Classifications

An employee who, at her/his request transfers to a lower job classification will be placed in the new pay grade at the same rate as their previous job title. In the case of bona fide physical or health limitations which render an employee unable to perform any essential functions of her/his job, the Hospital will, when an employee has ten (10) or more years service, effect such a transfer without a corresponding reduction in pay, by "red circling" such rate until such time that the actual job rate has caught up with the "red circled" rate.

C. Job Posting

Regular job openings which are not of a supervisory or managerial nature, will be posted on the appropriate bulletin boards (and other posting methods as soon as they become available) as soon as practical and shall remain posted for five (5) calendar days two days of which shall be over a weekend. When practical, open positions of 0.4 FTE or less shall be consolidated with other such open positions to create a position of more than 0.4 FTE. In order to quicken the process of filling a job opening, the Hospital reserves the right to simultaneously seek other candidates, either inside or outside the hospital. These other candidates will be considered if, after five (5) full calendar days from the date of posting, no employee bids for the open job, or if all employees who bid for the job have qualifications noticeably less than the outside applicant as described in Section 3 of this Article. In order to maintain an efficient continuation of services in all departments, the Hospital also reserves the right to determine the number of employees who may be transferred from any department within any given period of time. Final selection of a candidate remains vested with the department head or supervisor where the opening exists. Such decision is subject to the grievance procedure.

Such posting shall include job title, wage grade, either FTE or hours worked per week, unit or area worked (where relevant), shift, and date posting period begins. Job descriptions s

defining qualifications necessary will be available in the appropriate department office or Human Resources Department.

Within two (2) weeks of the job bid award, the successful employee will be informed of the date of transfer to the new position. Those additional employees that applied for said position shall be notified verbally or in writing that they were not granted said position. Upon request, employees shall be notified why they were not selected.

1. Shift/Weekend Preference

Prior to posting of vacancies Hospital/department-wide, the Employer will not unreasonably deny employees within affected work area, site and job classification to exercise bargaining unit seniority for shift/weekend preference, provided they are qualified to perform the work, with routine instruction, as documented through work experience, attendance, and current job performance as stated in Article 6, Section 2. Attendance shall not be used unless it has gone to the verbal warning stage or above within the past twelve (12) months. Prior to going on vacations or leaves of absence, employees may indicate to their supervisor, in writing, a wish to change shifts/weekend scheduling in case an opening occurs during such time.

D. Bidding on Posted Jobs

All vacancies within Union classifications will be posted on the designated bulletin boards and other posting methods, as they become available at all Hospital sites and in the department in which the opening occurs.

An employee may bid on a posted job with a different job title after successful completion of their initial ninety (90) day probationary period if the job opening is in the department where she/he currently works; however, she/he may bid on a job opening posted in another department/nursing unit only after completion of continuous six (6) months service in their new job.

An employee may bid on a posted job prior to the completion of her/his initial ninety (90) day probationary period if the job opening is in the same job title within the same department/unit in which she/he currently works and results only in a change in FTE.

Employees may bid on portions of available job openings posted in the department/unit, provided that the outcome of such bid results in a position of 0.8 FTE or above. Such bid requests must be submitted in writing to the employee's supervisor. Within 30 days of receiving the request the employee's supervisor or designee will respond to the employee in writing. Posted positions will first be offered in their entirety before bidding on portions of FTE is permitted. Such bids will not be unreasonably denied. Reasons for denying said request(s) include, but are not limited to, inability to recruit candidates for the remaining position, inability to provide weekend coverage, or inadequate numbers of employees to staff department, unit or work group. The final decision rests with management. (Employees are not permitted to bid on portions of the FTE when the position available is a 1.0).

In the case of a job title and/or department or nursing unit change, an employee will be on an orientation/training period and must perform in their new job and/or in the new department/nursing unit for a continuous period of ninety (90) days in a manner acceptable to the Hospital before being regularly assigned to the new job. An employee who has been successful on a job bid in a new job, and/or in a new department/nursing unit must complete at least six (6) continuous months on their new job before being eligible to bid on another job in a new department/nursing unit. Such a successful bid will result in a new ninety (90) day orientation/training period. An employee not satisfying their new job probationary period shall be returned to their former position (unit, department, shift, FTE) provided such position is available and acceptable to the employee, or a position is available that is deemed comparable by mutual agreement. Should an appropriate opening not be available, the employee will be laid off and shall have priority for reinstatement when an opening occurs for which they are qualified.

Job bids for change in job title and/or department/nursing unit must be submitted to the Human Resources Department in writing on an Application for Transfer/Promotion Form.

ARTICLE 7 - HOSPITAL SERVICE

Section 1 - Definition

Hospital service is the net credited service of an employee commencing from the last date of hire with Meriter Hospital and its predecessor hospitals.

Section 2 - Hospital Service Date

The Hospital service date is the date used for the purpose of accrual of Hospital-credited services and benefits.

A Hospital employee outside the bargaining unit who transfers into a position covered by the terms and provisions of this Agreement will retain all benefits previously accrued up to the date of transfer into the bargaining unit, and will henceforth accrue benefits based on Hospital service as set forth by the terms and conditions of this Agreement.

All other terms and conditions relating to net credited service not specifically addressed in this Article are subject to the terms and conditions set forth in Article 8, Bargaining Unit Seniority, of this Agreement.

ARTICLE 8 - BARGAINING UNIT SENIORITY

Section 1 - Definition

Bargaining Unit Seniority is the net credited service of the employee with the Hospital

commencing from the last date of hire into the bargaining unit. Net credited service may include any seniority accrued previously in the bargaining unit provided the employee has not severed her/his service with the hospital after leaving the Bargaining Unit and subsequently rejoining it and provided the employee returns to the Bargaining Unit within six (6) months. Job seniority shall mean the amount of continuous service within a job title from the last date an employee was hired into a job title. Net credited service will be actual service in the bargaining unit less deductions provided for in this Section or elsewhere in this Agreement. The following shall be deducted from net credited service:

- A. All non-paid leaves of absence in excess of six (6) months in any one (1) rolling year.
- B. Disability leaves of absence in excess of six (6) months, not including absences due to worker's compensation injuries.

Nothing herein contained shall prohibit the parties from entering into individual written agreements that no deduction from net credited service shall be made for certain educational leaves of absence.

Application of seniority for layoff is defined in Article 7, Section 2.

Where two (2) or more employees are hired into the bargaining unit on the same date so as to result in a seniority status problem, the order of seniority will be determined by the Employee Number. When bargaining unit seniority date is equal, the employee with the lowest Employee Number is the most senior employee.

The provision above shall be applied equally to all bargaining unit employees.

Section 2 - Employee's Duty to Keep Hospital Informed

Each employee shall at all times keep the Human Resources Department advised in writing of her/his current name, telephone number, residence, mailing address and any changes that occur in regard thereto.

Section 3 - Loss of Seniority

An employee shall lose all seniority in the event of any one (1) or more of the following:

- A. Quit
- B. Retirement
- C. Discharge
- D. Absence without leave for three (3) consecutive scheduled working days without notifying the Hospital.

- E. Failure to report to work after layoff within seven (7) working days after the mailing of a certified notice to report to work, unless the employee has obtained a formal leave of absence.
- F. Failure to report availability for work within three (3) calendar days after the expiration of a leave of absence.
- G. Disability leave of absence for the period of earned seniority or one (1) year, whichever is the shorter period, not including absences due to worker's compensation injuries.
- H. Worker's Compensation leaves of absence in excess of two (2) years.

ARTICLE 9 - WORK SCHEDULES

Section 1 - Work Period

Employees are scheduled within one (1) of two (2) payroll systems, the 8 and 80 payroll system or the 40-hour week payroll system. The forty (40)-hour week payroll system is available to employees based on the Federal Wage and Hour Law. However, the provisions of this Article shall in no way be interpreted to guarantee any employee a specific number of hours per week or per year. The Union and the affected employees will be notified in writing at least thirty (30) days in advance that employees will be changing from the 8/80 to 40 hour work week or vice versa.

A. "8 and 80" Payroll System

The normal work period for full-time employees shall consist of eighty (80) hours within a regularly recurring fourteen (14)-day pay period and, for regular part-time and part-time employees, whatever hours are scheduled during such pay period. The fourteen (14)-day pay period begins at 0700 Monday and ends at 0700 fourteen (14) days later. This definition is not intended to limit the creation of shifts with non-traditional start and end times.

B. 40-Hour Week Payroll System

The normal work period for full-time employees in the 40-hour system shall consist of forty (40) hours in a seven (7)-day period. The seven (7)-day period begins at 0700 Monday and ends at 0700 seven (7) days later. This definition is not intended to limit the creation of shifts with non-traditional start and end times. The normal work period for regular part-time and part-time employees shall consist of those hours scheduled during the two (2) seven (7)-day periods constituting the pay period; however, no more than forty (40) hours will be scheduled in a seven (7)-day period.

C. Posted Schedules

In nursing units, schedule requests, including requests to work extra shifts (non-overtime)

above an employee's FTE of record, must be submitted in writing in accordance to individual nursing unit's practice for submitting requests or at least three (3) weeks prior to the start of the schedule. All regular employees will be scheduled to their FTE of record, including requests to work extra shifts (non-overtime) before 0.0 employees are placed on the schedule.

Schedules will be posted at least two (2) weeks prior to the first day scheduled and schedules will cover twenty-eight (28) days. Exceptions include Environmental Services and Patient Escort Departments where schedules will be posted the Thursday prior to the start of the next payroll period and will cover fourteen (14) days.

Section 2 - Procedure for Filling Schedule Holes in Advance

After the schedule is posted, any unfilled shifts or portions of shifts (schedule holes) shall be filled according to the following process:

- 1) Solicit volunteers for non-overtime extra hours from the unit (nursing)/department by bargaining unit seniority (Environmental Services shall use bargaining unit seniority rotation);
- 2) Attempt to fill in hole with 0.0 FTE employees;
- 3) Solicit volunteers for non-overtime extra hours from like areas, including Mobile Unit (nursing units only), by bargaining unit seniority (Environmental Services shall use bargaining unit seniority rotation);
- 4) Solicit volunteers for overtime as follows;
 - a. For Engineering Services, Patient Escort, and Food and Nutrition Services, within the job title by bargaining unit seniority;
 - b. For Nursing units, Inpatient Therapy, and Clinical Engineering (Biomedical Services), within the department by bargaining unit seniority;
 - c. For Environmental Services, within the department by bargaining unit seniority rotation.
- 5) Solicit qualified volunteers for overtime from like areas by bargaining unit seniority.

The Hospital may deny overtime based upon previous excessive overtime exposure of the employee.

Section 3 - Procedure for Filling Schedule Holes due to Call-Ins or Unfilled Shifts

Each department/unit shall maintain written procedures to be followed when filling holes in the schedule due to call-ins or shifts not able to be filled in advance. These written procedures shall be maintained in a central location on each department/unit and shall be followed prior to mandating overtime. Management shall provide the union with a 30-calendar day notice of any proposed changes to these procedures. If the Union deems it necessary, the Union and

Management shall have an initial meeting regarding the proposed changes no later than ten (10) calendar days after the notification.

For nursing units, in the event the procedures in Section 2 and 3 of this Article do not result in the schedule hole being filled, qualified employees who are working on the prior shift may be mandated on the basis of rotation by inverse bargaining unit seniority house-wide. Consideration may be given to individuals on a case-by-case basis.

Section 4 - Overtime

A. Overtime for employees covered under the "8 and 80" payroll system:

1. Employees who are covered under the "8 and 80" payroll system are eligible for overtime if they work more than eighty (80) hours in the normal fourteen (14) day pay period or more than eight (8) hours in any one day.
2. Employees who work a full eight (8) hour night shift and continue to work into the following day shift shall be paid overtime for all those hours worked after the first eight (8) hour shift.

B. Overtime for employees covered under the 40-hour week payroll system:

Employees who are covered under the 40-hour week payroll system are eligible for overtime if they work more than 40 hours in one week. In the event that a 40-hour week employee is scheduled for two (2) full eight (8) hour shifts in one (1) twenty-four (24) hour workday, overtime shall be paid for all those hours worked during the second eight (8) hour shift.

C. Overtime Guidelines:

1. Unscheduled Earned Time will not be counted as time worked for the purpose of computing overtime. All other Earned Time will be considered time worked for computing overtime.
2. There shall be no pyramiding of overtime. Therefore, overtime on a daily basis will not be included in the calculation for overtime on a weekly basis.
3. All overtime must be pre-approved by the appropriate supervisor or his/her designee.
4. Overtime pay will be compensated at time and one-half. If both the employee and Employer agree, the employee may receive time and one-half off in lieu of overtime pay. The time and one-half off option must occur in the pay period in which the overtime occurred.
5. Overtime will be offered to employees as follows:
 - a. For Engineering Services, Patient Escort, and Food and Nutrition Services,

- within the job title by bargaining unit seniority;
- b. For Nursing units, Inpatient Therapy, and Clinical Engineering (Biomedical Services), within the department by bargaining unit seniority.
 - c. For Environmental Services, within the department by bargaining unit seniority rotation.
6. Employees assigned to work eight (8) or more hours beyond their scheduled quit time will be allowed, at their option, to not have to report to work should there not be twelve (12) consecutive hours off before their next scheduled start time. An employee practicing this option is required to notify the appropriate supervisor of his/her intent not to report for his/her next scheduled shift before completing the extra duty. The employee must indicate his/her intent regarding use of ET.
 7. All paid hours of vacation, holidays or scheduled earned time as they are used shall be considered as time worked for the purposes of overtime.
 8. Overtime hours for all employees in each job title shall be posted monthly on the unit or department and a copy shall be forwarded to the Union upon request.
 9. Overtime shall not be mandated for the sole purpose of providing coverage for planned vacations or foreseeable leaves of absence.

Double Shift Premium: Employees who work a double shift will be paid a maximum premium of sixty (\$60.00) per eight hours worked prorated by actual hours worked for additional hours of three (3) or more related to a scheduled shift.

Section 5 - Work Schedule Changes

Supervisors will promptly communicate schedule changes to employees. Managers or supervisors will not change posted schedules except in the case of unusual/unexpected changes in staffing needs, and will do so with the full knowledge of those affected. Changes requested by an employee must be approved by Management and will not be unreasonably denied provided such changes do not result in overtime or exceeding approved staffing budget limits, while still providing appropriate coverage. If the supervisor is unable to find coverage, the requesting employee may be required to find appropriate coverage. During a period of involuntary hours reduction, employees shall have the option to use Earned Time or take leave without pay. If it is necessary to change the start or stop times of an employee or group of employees on a long-term basis, the Union and the employees will be notified at least thirty (30) days in advance of the change. Upon request of the Union, Management will meet with the Union and explain the change. It is understood that long-term basis for the purposes of this clause shall mean four (4) or more consecutive weeks.

A. Schedule Requests:

Schedule requests must be made at least three (3) weeks prior to the development of the schedule or according to individual unit/department practice. When an employee requests

scheduled time off that reduces hours worked in a pay period less than the FTE of record, ET shall be used. Such requests will not be unreasonably denied. When a request for time off is of an emergency nature, ET shall be used if available. Otherwise the employee will take leave without pay. Such requests will not be unreasonably denied.

B. Scheduling Options:

Whenever practical, management shall accommodate employee requests for cyclic (or set) schedules. Management shall grant requests by bargaining unit seniority.

Section 6 - Break Periods

Except in unusual circumstances each employee shall have one fifteen (15) minute break period during the first four (4) hours of work and one fifteen (15) minute break period during the second four (4) hours of work including travel time to and from breaks. Management may require the two daily break periods to be taken on an accumulative daily basis. When an employee requests to combine one or more break periods with the meal period, these requests will not be unreasonably denied based on staffing and activity. Break periods are to be taken at such times as the Hospital shall determine. It is agreed between the parties that this section of the contract cannot be grieved for compensation.

Section 7 - Meal Periods

Normally, a work day shall include a thirty (30) minute meal period on the employee's own time except for those employees scheduled for a straight eight (8) hour shift. If an employee cannot be relieved of her/his duties and is unable to leave the unit or work assignment as determined by the supervisor, the meal period shall be paid for by the Hospital as time worked. An employee will not be required to take a meal period within one (1) hour of the beginning or end of her/his scheduled shift.

Section 8 - Regularly Assigned Shifts

Employees who are regularly assigned to a PM or Night shift on a continuous basis for greater than three (3) months may request to be designated as a PM or Night employee. Such requests will not be unreasonably denied provided the request can be accommodated within the employee's work group. The Hospital may alter any employee's regularly assigned shift as provided for on the current posted schedule to meet the staffing and scheduling needs of the unit/department. If an employee works less than eighty percent (80%) on PMs or Nights at their own request for longer than three (3) months, she/he shall be returned to rotator status.

Section 9 - Scheduling Constraints

Generally employees will not be scheduled to rotate to more than two (2) shifts. However, employees may voluntarily agree to rotate to all three (3) shifts. If a work group must choose between a two (2) or three (3) shift rotation, a majority vote of the affected work group will determine the rotation. It may also be necessary to rotate all three (3) shifts among employees

to meet staffing and/or service requirements. Such rotation will be kept to a minimum. Shift rotation will be shared on as equal a basis as practical. Where staffing permits; employees will not be scheduled for more than six (6) consecutive days without the employee's request or consent.

Section 10 - Weekend Scheduling

All employees will normally be scheduled off at least every other weekend, excluding those employees currently who work exclusively on weekends who will continue to be scheduled every weekend. Should there be a need to increase weekend coverage, it will be done by first seeking volunteers from among the affected employees. Should no volunteers be found, the additional weekends will be assigned on a basis of reverse bargaining unit seniority to the affected employees.

Section 11- Scheduled On Call in Engineering Department

For the Engineering Department only, in the event a Scheduled On Call System is required by the Hospital, the parties agree that it is appropriate to establish a reasonable expectation for call coverage. To meet expectations, a call coverage plan will be established per the department guidelines. It is understood that the call coverage expectations may need to be modified based on operational needs. Prior to any such change in the call coverage expectations, management will notify the Union and the affected employees at least six (6) weeks before the resulting schedule change occurs. The Union may request to meet and discuss the change. Meriter reserves the right to eliminate the scheduled on-call program at any time with notification to the Union.

Department employees and management will meet to develop guidelines for call assignment and equitable selection of individual call hours. After approval by management, the department employees will then vote to approve the guidelines. Call assignment and selection guidelines will be reviewed annually and voted on when changes are recommended.

ARTICLE 10 - HOURS ADJUSTMENT

Section 1 - Definition of Work Groups

Management will define the work groups referred to in this contract. The definition of work group for this Article is by job title.

Section 2 - Definition of Time Periods (Adjustment of FTE)

For the purpose of measuring increases in hours worked, the parties agree to use four (4) consecutive pay periods (56 days). When measurements of increases in hours are made, they will be calculated by totaling the "actual hours worked" by employees in a given work group and subtracting the budgeted FTE hours as defined above, for the previous four (4) pay

periods.

Additional scheduled hours to provide ET coverage will not be included in the hours worked total for the purposes of this calculation.

Section 3 - Temporary Reduction

When the employer reduces hours due to fluctuations in activity, reduction will occur in the following order:

1. Volunteers
2. Temporary employees
3. 0.0 FTE employees
4. All other employees by inverse bargaining unit seniority within a designated job title per shift provided the remaining employees are qualified to perform the available work.

Section 4 - Changes in FTE

- A. An employee may request an increase or decrease in their FTE of record. The employee shall communicate this request to their manager in writing and indicate the desired FTE status. Requests will be reviewed for impact on position control, unit needs, and employee benefit eligibility. When there are multiple requests for an FTE change and if all else is equal, a status change shall be granted by bargaining unit seniority. Managers will respond to each request in writing with an approval or denial. Requests shall not be unreasonably denied.
- B. The Hospital and the Union agree to review the report at the April, July, October, and January Labor Management meetings. The report will include part-time employees who work an average of at least eight (8) hours or more per pay period in excess of their FTE of record for more than three (3) consecutive months and shall be provided to the Union no later than seven (7) calendar days prior to the Labor Management meetings. The Hospital and Union will discuss the reason(s) for the extra hours and any Union suggested adjustments to FTE for the employee or for the department/unit (for nursing). The Union may request this report at additional times if needed.
- C. When actual hours worked in a given work group during any three (3) month period exceed budgeted FTE's by ten percent (10%) in work groups of ten (10) or more employees or by twenty percent (20%) in work groups of nine (9) or less employees, the Employer will post additional FTE's and scheduling requirements for job bid in incremental amounts determined by the Employer. The number of FTE hours posted will be 0.1 FTE for each 40 hours that actual hours worked exceed budgeted FTE's. Employees within the affected work groups with less than 1.0 FTE's will be permitted to bid on the additional FTE's on the basis of the criteria set forth in Article 6, Section 3. C.-- Job Posting, provided it does not increase the employee's FTE status above 1.0.

Section 5 - Management Rights

This Article does not preclude Management from hiring, laying off, or reassigning work as prescribed by the appropriate articles of this Agreement or to allow employees to voluntarily reduce or increase hours or FTE to meet activity needs.

ARTICLE 11 - FLOATING

Section 1 - Definition

Employees may be required to function in a work group or job title other than their assigned work group or job title in order to maintain services. Individual department floating practices shall be determined by Management. Management shall provide the Union with a thirty (30) calendar day written notice of any proposed changes to floating practices. If the Union deems it necessary, the Union and Management shall have an initial meeting regarding the proposed changes no later than ten (10) calendar days after the notification.

Section 2 - Time Limitations

If an employee is required to function in a work group or job title other than his/her assigned job classification or job title for one (1) or more scheduled work day, the employee's hourly rate will be adjusted in accordance with Article 6, Section 3. A. Promotions and Section 3. B. Transfers to Lower Classifications. However, if a Housekeeper I trains another Housekeeper, they will receive Housekeeper II pay for all hours worked while training. Work in a higher job classification shall be distributed as equitably as possible among qualified employees.

Section 3 - Floating to Other Work Area/Site

When floating to another work area/site, the employee shall be oriented to particular responsibilities of that work area/site which may differ from the employee's regular work assignment. Normally, Employees shall be familiarized to machinery, equipment, practices, and areas before requiring them to work in any area other than their regular assignments. The orientation can occur on the same shift in which an employee is floated and may take up to one half hour to complete.

The Hospital will make reasonable efforts for those employees who have expressed such an interest to familiarize them to machinery, equipment, practices, and work areas within a job title. Employees who have received such familiarization within the job title shall be given first opportunity to float to a position in that job title.

It is agreed that efforts will be made to float qualified employees to like work areas. A list of

like areas shall be maintained on each department/unit. When an employee is required to float to another area/site, qualified volunteers will be sought. 0.0 nursing assistants shall float prior to regular unit nursing assistants, unless regular unit nursing assistants volunteer to do so. If there are no volunteers, the least senior qualified person, on a rotating basis, will be assigned (in Environmental Services, if there are no volunteers, the least senior qualified person will be assigned).

When floated, employees should not be placed in a position in which they are asked to perform, without supervision, tasks to which they have not been oriented or are outside the employee's range of skill or knowledge.

CNAs who float shall be provided with an electronic "CNA Floating Feedback form" to provide their feedback about their floating experience.

When employees are asked to float to a different site after reporting to their regularly assigned area, time spent traveling to and from that site shall be paid time. Transportation to a different site will be provided by the employer through mileage reimbursement if they use their own vehicle, use of a hospital vehicle, transportation provided by security, and/or a supervisor, or a cab paid for by the employer.

If an employee has concerns regarding an assignment:

- a. She/he will verbally inform the assigning authority of her/his concern.
- b. If the employee is thereafter directed to act, the employee will immediately voice concerns to management. Management will assess the situation with the supervisor.
- c. If the issue was not resolved and the employee is further directed to act by management, the employee will immediately carry out the assigned tasks per Section 7 of the Grievance Procedure, unless such action could result in immediate danger of serious personal harm.

ARTICLE 12 - Unit/Department Integration, Unit/Department Closure, Reduction of FTE or Layoff

Section 1 - General Information

Both parties agree that in the event of a unit/department integration or de-integration, unit/department closure, involuntary reduction of FTE, or layoff, it is desirable to recognize the seniority of bargaining unit employees while meeting the operational needs of the organization.

Section 2 - Unit/Department Closure or Involuntary Reduction of FTE prior to Layoff

In the event of a unit/department closure or involuntary reduction of FTE, the Hospital agrees

to notify the Union, and be available to meet with the Union Staff Representative and Co-Chair(s) at least three (3) working days prior to the notification to unit/department employees to review and discuss issues arising under the terms of the current bargaining agreement. Management will meet with employees to answer questions and discuss the implementation process. In the instances where a layoff notice has not yet been provided the procedure below shall be followed.

Prior to and during a unit/department closure or involuntary reduction of FTE the Hospital will offer and consider voluntary hours reduction and/or voluntary layoffs to reduce the impact on staff within the unit/department and job title.

Closure of a unit/department or involuntary reduction of FTE will be implemented by inverse bargaining unit seniority and job title. During the implementation process 0.0 employees and contracted agency staff within the department/unit will only be used to work on a shift-to-shift basis in situations of safety and/or patient care needs where they cannot be replaced by qualified bargaining unit employees.

Bargaining Unit vacancies hospital-wide shall be frozen for a minimum of five (5) working days. This time frame may be extended by mutual agreement of the parties. The Union and the Hospital shall meet to review and discuss the list of bargaining unit vacancies. Affected employees shall have first preference for said vacant positions on the basis of bargaining unit seniority, within their current job title while the vacancies are frozen. If there are no vacant positions acceptable to the employee within the employee's current job title, the employee will be considered for any vacant bargaining unit position provided the employee meets the minimum qualification of that position. If there are no positions for which the employee is qualified, the employee shall have the option of going through the layoff procedure or be voluntarily laid off.

In the case of an involuntary reduction of FTE in a unit/department, new permanent shifts, shift rotations, and FTEs may occur. In such instances, the Union and the Hospital will meet to discuss options that may include, but not limited to, a partial rebid or full rebid. The final decision rests with the Hospital.

Section 3 - Unit/Department Integration or Unit/Department De-integration prior to Layoff

In the event of a unit/department integration or de-integration the Hospital agrees to notify the Union and be available to meet with the Union Staff Representative and Co-Chair(s) at least three (3) working days prior to the notification to unit/department employees to review and discuss issues arising under the terms of the current bargaining agreement. Management will meet with employees to answer questions and discuss the implementation process.

A unit/department integration or de-integration may result in new permanent shifts, shift rotations, and FTEs. In such instances, the Union and the Hospital will meet to discuss options that may include, but not limited to, a partial rebid or full rebid. The final decision rests with the Hospital. In the case where a unit integration or de-integration results in an involuntary

reduction of FTE, then Section 2 above will be followed.

Prior to and during the implementation of a unit/department integration or de-integration the Hospital will offer and consider voluntary hours reduction and/or voluntary layoffs to reduce the impact on staff within the unit/department and job title.

Section 4 - Layoff Definition

Layoff is defined as the separation of an employee from the active work force following receipt of notice.

Layoff can be the result of: a reduction in work force due to economic conditions; a departmental reorganization; reconfiguration or closure; or unavailability of work upon return from leave of absence.

Section 5 - Application of Seniority

For the purposes of layoff, an employee's bargaining unit seniority shall be used for the purpose of determining the order of layoff.

Section 6 - Notice to Union

Except in cases of emergency, the Employer shall notify the Union at least two (2) weeks in advance of the effective date of the proposed layoffs.

Upon being notified of a layoff, the Union may request the right to meet and confer with Management over the impact of the layoff.

Section 7 - Notice to Employees

Any employee shall be given fourteen (14) calendar days' notice of layoff or ten (10) days' pay in lieu of notice. Regular part-time and part-time employees' pay will be prorated.

Section 8 - Order of Layoff

The order of layoff shall be as follows:

1. Volunteers
2. Temporary employees
3. 0.0 FTE employees
4. All other employees by inverse bargaining unit seniority within a designated job title.

Section 9 - Right to Provide Service

It is understood and agreed that because the Hospital must continue to provide essential services to its clients, layoffs must be affected in a manner which will assure that qualified personnel are available on a continuous basis. As such, Management will determine job titles to be affected by layoff.

Section 10 - Job Preference

An employee, affected by layoff will have the opportunity to displace another employee within their department on the following basis.

- A. The employee may move only to an equal or lower classification so long as the affected employee has greater bargaining unit seniority than the employee being displaced.
- B. The employee can be expected to perform the job at an acceptable level based on qualifications with routine instructions (qualifications will be determined on the basis of education, training, work experience, attendance and current job performance as reflected in the personnel records of the Hospital and department. Employees are also encouraged to provide current resumes to the Hospital). Attendance shall not be used unless it has gone to the verbal warning stage or above within the past twelve (12) months. Routine in this situation means up to five (5) working days of training, ten (10) working days for Engineering and Bio Med, which is normally given to employees in such job classification given some prior knowledge of the work duties performed.
- C. Layoffs shall not result in displacements from one department into another.
- D. Any displacements that result in a change in an employee's FTE status will result in a corresponding change in benefits in accordance with the new FTE status.
- E. Any displacements that result in a change in classification will result in a corresponding change in wages.

Section 11 - Permanent Reductions in FTE Status

It is understood that after a layoff occurs, the Employer may permanently reduce the FTE status of positions within a given work group to achieve an appropriate staffing mix. Employees in order of bargaining unit seniority whose FTE has been reduced in this manner shall have first option of adding, up to their former FTE status, any FTE in their job title (or department/unit) which is to be filled before employees are to be recalled from layoff.

Section 12 - Retention of Benefits

A laid-off employee will retain benefits accumulated up to the time of layoff but no benefits will accrue or be paid during the period of layoff other than those normally granted; e.g., unemployment compensation. However, such an employee will have the option of continuing medical and dental insurance coverage in accordance with state or federal laws whichever is greater. The Employer will continue to pay its share of health insurance premiums for up to two (2) months following a layoff except in the case of a labor dispute causing the layoff.

Section 13 - Duty to Obtain and Forward Address

The Hospital will ascertain the current address of laid off employees for the purpose of recall. It shall be the employee's responsibility to inform the department and Human Resources of any subsequent changes of address and/or telephone number.

Section 14 - Notice to Union of Employees Recalled

The Hospital shall notify the SEIU Healthcare Wisconsin Madison office of the names, seniority dates, FTE status, rates of pay, and job classifications of any employees recalled under this Article as they occur.

Section 15 - Order of Recall

Recall from layoff shall be in reverse order of layoff; i.e., last lay off, first rehired, for twelve (12) months from the actual layoff, provided the employee is qualified to perform the work with routine instruction.

When an employee is recalled to a different job classification, clinical unit, or work area from which they were laid off, routine as used in this section shall mean both a normal orientation period and a normal probation period as offered to qualified newly hired employees in this Agreement. Employees recalled to the same classification, clinical unit, or work area occupied at the time of layoff will receive up to five (5) working days (ten (10) working days for Engineering and Bio Med) for training and reorientation.

Section 16 - Rights to Recall

Every reasonable effort will be made to return a displaced employee or laid off employee to her/his original job title, should an opening occur within the time period specified in Section 17 below.

Section 17 - Recall Rights and Limitations

- A. An employee will be placed on the layoff list until reinstatement or for a period of time not to exceed two (2) years or length of hospital seniority whichever is shorter.
- B. A laid off employee who applies for a job opening will be given priority for any openings within the bargaining unit for which she/he is qualified, within the

period stated above. An employee accepting a position other than the position from which the employee was laid off in no way restricts that employee from recall to their former position.

- C. A laid off employee shall be given preference over any outside applicant who would require training for the position, if the laid off employee is not immediately qualified for the open position and would require no more training than the outside applicant.
- D. Termination upon completion of the layoff period as set forth in "A" above, will result in a break of service. Resumption of employment with the Hospital following such a break will result in a new date of hire.

Section 18 - Duty to Report to Work After Recall

A laid off employee failing to report for work within seven (7) scheduled working days following recall by certified mail return receipt requested will be removed from the layoff list and terminated from the Hospital rolls, unless a reason for failure to do so, acceptable to the Hospital, is presented within ten (10) calendar days following the recall date.

Section 19 - Turning Down a Recall

An employee shall have the right to refuse recall to a position of lower FTE status and/or pay-class than the one she/he occupied at the time of layoff without jeopardizing her/his continued service or future recall rights with the Hospital. If a position of equal or greater FTE and/or pay-class is refused, the employee will lose all recall rights. In all cases of refusal (regardless of FTE) the Employer has an obligation to notify the State of Wisconsin Job Service. Engineering and Bio Med employees will only be recalled to the Engineering and Bio Med Departments.

Section 20 - Layoff Following Leave of Absence

In case of such layoff, the provisions of Article 12, Sections 14 and 15 will apply except that an employee will also be permitted to participate in the Hospital health insurance and life insurance programs, at the employee's option, for a maximum of three (3) calendar months from the date of layoff or the maximum amount required by law, whichever is greater.

ARTICLE 13 - EARNED TIME

Section 1 - Introduction

A. Program Description

The Hospital will provide a program of earned time off that combines the traditional paid vacation time, paid legal holiday time, paid personal (floating) time, and paid sick time into an

account called Earned Time. The emphasis of the program shall be upon scheduled and planned paid absences as opposed to unscheduled absences. The program provides employees with increased flexibility in the scheduling of paid benefit time, allows for saving or accumulating time for future personal long-term illness, injury or disability (to supplement provided disability income) and, finally, provides an opportunity to convert unused Earned Time to a cash payment. Additional emphasis has been placed on longevity with regard to accrual rates and cash-in rates.

B. Definition of Terms

1. Earned Time--The name of the Earned Time off program and the name of the individual employee account that accumulates the accrued time.
2. Annual Minimum Usage--Employees will be encouraged to use the equivalent of fifteen (15) days per anniversary year.
3. Scheduled Absence--An absence from work which was planned, scheduled and approved in advance or on the same day requested if the supervisor approves.
4. Unscheduled Absence--An absence from scheduled work for which the employee was neither able to report to work or remain at work nor to receive supervisory approval.

Section 2 - Eligibility

- A. FTE status of 0.1 to 1.0
- B. Accruals begin with first hour of work and Earned Time accrues on all paid hours up to eighty (80) per pay period.
- C. Initial probationary employees--No Earned Time may be used during probationary periods except as provided under Section 3. C. 3. a. herein.
- D. Earned Time Cash Back Feature--Employees are eligible to cash in up to eighty (80) hours per year in forty (40) hour increments, prorated by FTE. Employees must have at least eighty (80) hours in their bank, prorated by FTE, after exercising this option. The ET hours are paid as a percentage based on the employee's length of service as follows:

1-4 years of service – 80%
5-9 years of service – 90%
10+ years of service – 100%

Section 3 - Accrual Rates

- A. The accrual rates shall be based on two (2) groups of employees and longevity:

1. 0.5 to 1.0 FTE
2. 0.1 to .4 FTE

**Non-Exempt
Full-Time and Regular Part-Time
0.5 - 1.0 FTE**

Service Anniversary	ET Hourly Hours Worked*		Per Pay Period	ET Credit Total Per Pay Period	Total Annual ET Accumulation	Maximum
	Accrual Rate					
0	.088461	x	80 hrs.*	= 7.08 hrs.	184 hrs. (23 days)	204 hrs.
2	.096154	x	80 hrs.*	= 7.69 hrs.	200 hrs. (25 days)	220 hrs.
4	.115385	x	80 hrs.*	= 9.23 hrs.	240 hrs. (30 days)	300 hrs.
10	.119231	x	80 hrs.*	= 9.54 hrs.	248 hrs. (31 days)	316 hrs.
11	.123077	x	80 hrs.*	= 9.85 hrs.	256 hrs. (32 days)	332 hrs.
12	.126923	x	80 hrs.*	=10.15 hrs.	264 hrs. (33 days)	348 hrs.
13	.130770	x	80 hrs.*	=10.46 hrs.	272 hrs. (34 days)	364 hrs.
14 and over	.134616	x	80 hrs.*	=10.77 hrs.	280 hrs. (35 days)	380 hrs.

* If hours worked are less than 80, substitute actual hours worked. This will provide pro-rated ET credit.

**Non-Exempt
Part-Time
0.1 - 0.4 FTE**

Service Anniversary	ET Hourly Hours Worked*		Per Pay Period	ET Credit Total Per Pay Period	Total Annual ET Accumulation	Maximum
	Accrual Rate					
0	.03846	x	32 hrs.*	=1.23 hrs.	32 hrs. (4.0 days)	100 hrs.
2	.04615	x	32 hrs.*	=1.48 hrs.	38 hrs. (4.8 days)	132 hrs.
4	.05769	x	32 hrs.*	=1.85 hrs.	48 hrs. (6.0 days)	180 hrs.
10	.06154	x	32 hrs.*	=1.97 hrs.	51 hrs. (6.4 days)	196 hrs.
11	.06538	x	32 hrs.*	=2.09 hrs.	54 hrs. (6.8 days)	212 hrs.
12	.06923	x	32 hrs.*	=2.22 hrs.	58 hrs. (7.2 days)	228 hrs.
13	.07308	x	32 hrs.*	=2.34 hrs.	61 hrs. (7.6 days)	244 hrs.
14 and over	.07692	x	32 hrs.*	=2.46 hrs.	64 hrs. (8.0 days)	260 hrs.

* If hours worked are less than 80, substitute actual hours worked. This will provide pro-rated ET credit

- B. **Maximum Accrual Rates**--The maximum amount of Earned Time that may accrue is indicated in the preceding schedule based on each employee's longevity. No Earned Time will accrue beyond these maximums.
- C. **Earned Time Accrual and Usage for First-Year Employees**
1. Employees accrue earned time at the rates shown in the preceding tables.
 2. Earned Time may only be used as it accrues.
 3. Although it accrues during the probationary period, Earned Time may not be used with the following exception:
 - a. A full-time employee (1.0 FTE) who works in a service or unit that is closed during a Hospital-recognized holiday will use accrued time to cover for lost work time or, if accrual is insufficient to cover the needed hours, may borrow against future accruals.

4. If employment terminates before one (1) full year of employment is completed, any Earned Time used in excess of eighty (80) hours (full-time) will be deducted from the final paycheck. The eighty (80)-hour limit will be prorated by FTE status. In essence, time accrued in the first year of employment is considered earned only after one (1) year of service is complete.

Section 4 - Using Earned Time

- A. The parties recognize that the methods of accommodating employee requests for scheduled earned time may vary depending upon the policy of the various departments.
- B. Earned Time will be used for all unpaid absences from work unless otherwise prohibited by law. This language does not affect the related past practices of the parties including, but not limited to, Union activities, low census days, jury duty and bereavement leave, and duty as a court witness on behalf of the Hospital.
- C. Occasionally, because of service closure for legal holidays, changes in workload, reduced staffing needs for holiday periods or other economic circumstances, an employee may be required to take time off from his/her regular schedule.
 1. If the office or service is closed because of a Hospital-recognized legal holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) the employee will be required to use accrued Earned Time to be paid for the absence. If no accrued time is available the holiday must be taken as non-paid time off.
 2. Employees will be permitted the right to exercise bargaining unit seniority within a work group for preference for ET time of five (5) days or more for 1.0 and 0.9, and four (4) days or more for 0.8 and 0.7, and three (3) days or more for 0.6 and below and on legal holidays provided they submit such written requests prior to February 15th of each year except for Nursing Service which will determine their own time frame. Up to two (2) times per year bargaining unit employees will not be expected to cover their weekend or on-call shifts when taking blocks of ET of five days or more (prorated by FTE) as long as staffing/scheduling permits. However, additional weekends may be allowed based on the ability of individual departments/units to accommodate them.

During each selection period, staff will have the opportunity to select blocks of ET beginning with the most senior person based on hospital seniority. Such selection will apply to all time from March 15 of one year to March 15 of the next year. The employee will be permitted the right to request on first, second, and third preference (e.g., if the employee's first choice is unavailable, then the second choice would be considered, etc.). The Hospital will respond in writing by February 28th of each year. Employees will receive their regularly scheduled days off, and regularly scheduled weekend off and not be required to fill their

on-call shifts during the week in which their vacation block is taken. Employees requesting ET time other than the above will be awarded such time on a first come, first serve basis, scheduling permitted. Once approved a senior employee may not "bump" another employee from her/his approved time off.

3. Between August 1st and September 15th of each year, bargaining unit employees on each nursing unit shall vote by a secret ballot election on guidelines for float order, administration of scheduled earned time, holidays, and schedule changes. Guidelines shall be adopted by a simple majority vote of all bargaining unit employees on that unit. All unit guidelines must be consistent with contract language and will not supersede contract language. Any abstention ballots received shall not be counted in determining the total number of bargaining unit employees for purposes of a simple majority. In the event a simple majority is not accomplished, despite a good faith effort, the existing practice and/or guidelines shall remain in effect. Unit guidelines will be forwarded to Human Resources by November 1st, which will in turn forward copies to the Union for review.
- D. Employees are strongly encouraged to take at least fifteen (15) scheduled Earned Time days off per anniversary year. If the Earned Time maximum is reached, no additional time will accrue.
- E. 1. If an employee is unable to report for scheduled work, she/he shall notify the Hospital as soon as possible, but no later than:
- a. At least one (1) hour prior to the employee's commencement of scheduled work on the Day shift, except for nursing service which will be ninety (90) minutes.
 - b. At least three (3) hours prior to the employee's commencement of scheduled work on the PM shift.
 - c. At least four (4) hours prior to the employee's commencement of scheduled work on the Night shift.

Failure to provide proper notice may result in the denial of Earned Time payment for that unscheduled absence. Repeated failure to so notify the department/unit may result in disciplinary action.

2. Numerous occurrences of unscheduled absence during the year may require disciplinary action. An unscheduled occurrence is an absence from work that is not planned, scheduled, or approved (regardless of the reason) in advance. Employees must give proper notice as outlined in Article 13, Section 4.E.1.a.,b.,c.. Consecutive unscheduled days off for the same illness will count as only one occurrence. Attendance standards and the number of excessive unscheduled absence levels our outlined in the attendance policy. Exceptions for an unscheduled occurrence, counting towards corrective action, are listed below.

The following unscheduled time off will not be counted for corrective action purposes:

- a. Approved Wisconsin Family Medical Leave Act
 - b. Approved Federal Medical Leave Act
 - c. Approved work-related injuries
 - d. Approved weather emergencies.
3. Unscheduled Earned Time will not be counted as time worked for the purpose of computing overtime. All other Earned Time will be considered time worked for computing overtime.
 4. Payment of Earned Time as time off will be at the current regular rate of pay.
- F. Options for Unused Earned Time--An employee may exercise a number of options for unused Earned Time.
1. She/he may carry forward the balance of Earned Time for use in the coming year.
 2. The employee may cash in up to eighty (80) hours per year, prorated by FTE, in forty (40) hour increments, prorated by FTE. The employee must have at least eighty (80) hours in their bank, prorated by FTE, after exercising this option. (See Article 13, Section 2(D) for length of service percentage cash back.)
- Employees must notify Human Resources in writing of their selected option no later than thirty (30) days prior to the pay period upon which it should be paid out. If no selection has been made, the Earned Time hours will continue to accrue up to the maximum.
- G. Employees becoming sick while at the job must report to their supervisor and may be required to go to Employee Health Services or Emergency Services if Health Service is closed, before going home. Failure to do so will result in the absence being unpaid; i.e., Earned Time may not be used if clearing procedures are not followed.
- Returning to work--When the employee returns to work from a medically-related absence where work time of four (4) or more days is lost, she/he must obtain a Health Service Clearance Slip. If clearance is not received, payment for work time missed may be denied.
- H. Employees terminating with more than twelve (12) months of Hospital service and giving at least two (2) weeks advance written notice prior to termination will receive

payment for unused accrued Earned Time at their then regular rate of pay. Earned Time may not be used to extend the termination date beyond the last day of work. The employee's department may deny payment of Earned Time during the final two (2) weeks of employment. Employees terminated for just cause will forfeit accrued Earned Time.

- I. Employees may only use Earned Time as it accrues. Borrowing from expected future accruals is not permitted except as provided in Article 13, Section 3.C.3.a.
- J. Unscheduled Absence On, Before or After a Legal Holiday--Legal holidays are recognized as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Any unscheduled absence from a scheduled work day before, on or after a legal holiday must be verified as a work disabling illness or injury. Failure to do so will cause denial of Earned Time payment for lost time.
- K. People requesting ET shall have scheduling preference over individuals requesting personal time off without pay.

ARTICLE 14 - RELIGIOUS OBSERVANCES

Employees who wish to attend religious services on a holy day when such services are traditionally held during certain employee's working hours (such as, by way of example, but not by way of limitation, Good Friday) may request time off for this purpose three (3) weeks prior to the development of the schedule or according to individual unit/department practice. Such time off will be subject to the supervisor's discretion and be limited to not more than two (2) occurrences during any calendar year. The supervisor will make every effort to arrange the work schedule to permit this time off, if possible.

Employees will be paid at their regular rate of pay provided their absence does not exceed two and one-half (2 1/2) hours.

ARTICLE 15 - HEALTH AND SAFETY

The Employer shall observe all applicable health and safety laws and regulations and will take all reasonable steps to assure employee health and safety. Employees shall observe all rules and regulations pertaining to health and safety. Failure to adhere to established safety policies may result in disciplinary action. Should any employee become aware of conditions she/he believes to be unhealthy or dangerous to the health and safety of employees, patients, or visitors, the employee shall report the condition immediately to her/his supervisor. All unsafe or unhealthy conditions shall be reported using the on-line Safety Concern form and shall be investigated, explained and/or remedied as soon as is practicable. The employee shall have the right to grieve any remedy deemed unacceptable.

The Union will appoint three (3) members (one (1) individual to attend the monthly meeting

and two (2) alternates) to serve on the Hospital Safety Committee.

The Employer is committed to provide adequate equipment and training to minimize work-related injuries. The Hospital Safety Committee and Nursing Education Department will address this issue on a regular basis to ensure that equipment and training is available to all bargaining unit members.

The Employer is committed to provide adequate personal protective equipment and access to appropriate vaccinations of employees at the Employer's expense as defined by the Hospital's Antibiotic and Infection Control Committee.

ARTICLE 16 - WORKER'S COMPENSATION INSURANCE

Employees becoming injured while on the job will be required to complete an incident report and must report to their supervisor and Employee Health Service, or Emergency Services if Health Service is closed, before going home. Failure to do so will result in the absence being unpaid; i.e., Earned Time may not be used if clearing procedures are not followed.

Employees who lose time due to injury or illness received or contracted while performing their regular scheduled duties will receive compensation as mandated by the Wisconsin Worker's Compensation Law. However, the Worker's Compensation Law does not require payment for the first three (3) days of lost time unless the employee is absent from work for seven (7) days. Under those circumstances where an employee is not eligible for Worker's Compensation for the first three (3) days of lost time, the Hospital agrees to pay two-thirds (2/3) of the employee's salary, based on the maximum Worker's Compensation benefit in effect at the time of the injury or illness, for any of the first three (3) days not compensated by the Worker's Compensation carrier. It further agrees that employees who have accumulated Earned Time will have the option of either using any accumulated Earned Time and receiving full pay for lost time, or receiving two-thirds (2/3) pay and not having the lost time charged against their accumulated Earned Time hours.

Full-time employees on leave of absence because of job-related injury or illness shall continue to accrue seniority, Earned Time up to a maximum of 48 hours and other benefits required by law. In addition, there will not be a change in the net credited service of any bargaining unit employee if her/his job-related injury is not due to failure to comply with applicable safety rules. Regular Part-time employees shall accrue Earned Time on a prorated basis. Part-time employees shall continue to accrue seniority only.

The Hospital shall continue to pay the whole insurance premium for this coverage and will pay for its share of the employee's health insurance premium for a period of up to one (1) year while on medical leave of absence which is work-related, from the date disability begins. The Employer will advise employees of their right under Wisconsin law to select their own physician for diagnosis and treatment of work-related injuries and illnesses.

ARTICLE 17 - PHYSICAL EXAMINATION

A pre-employment examination and periodic physical examinations that may include various types of tests will be performed by the Employer at the Employer's expense in accordance with the statutes and requirements of the State of Wisconsin Administrative Code.

- A. Responsibility for Examinations--It is the responsibility of the Employer to inform those employees required to have periodic physical exams and/or tests to report for such exams to Employee Health Service at predetermined times. It is the responsibility of members of the bargaining unit so informed to appear for the examination at the time indicated or, if not feasible, to make appropriate arrangements to appear at a time mutually convenient to Health Service and to the person involved.
- B. Failure to Comply--The Union and the Employer recognize that employees are required to follow certain schedules for physicals and/or tests as established by the Wisconsin Administrative Code, and also agree that other physicals and/or tests may reasonably be required by the Hospital for safety reasons; and those who fail to comply will be subject to disciplinary action, provided the Hospital has informed them in writing of the need to appear for such physicals and/or tests.

The Employer and the Union further recognize that the various requirements delineated above are in the best interests of members of the bargaining unit, the Hospital and patients.

- C. Cost of Examinations--Whenever the Employer requires a member of the bargaining unit to submit to physical examinations or tests, including x-rays or inoculations, the Employer will pay the entire cost of such service, including time lost from regularly scheduled hours of employment provided the employee uses the available services of the Employer's Employee Health Service. When required physical examinations are performed by an employee's personal physician, they will be done at the employee's own expense and the results must be recorded on the standard Hospital form, which may be obtained in Health Service. In both cases, such record will become a part of the employee's medical record.
- D. The Employer will not require employees to take alcohol or other drug tests without reasonable suspicion related to the employee's work performance unless required to do so by law.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1 - General Provisions

- A. Full-time, regular part-time and part-time employees are eligible for leave of absence without pay after the completion of the initial ninety (90)-day probationary period.

Probationary employees may be granted a leave of up to fifteen (15) calendar days at the discretion of the Hospital, but the leave shall extend the probationary period. Nothing in Section 1.A. prohibits extension of a leave beyond fifteen (15) days if required by applicable law, but such an extension shall extend the probationary period.

- B. Any four (4) consecutively scheduled work days' absence constitutes a leave and must be requested in writing. All requests for leave of absence require the approval of the supervisor and department head, and the concurrence of the Human Resources Department. The granting of the LOA's is subject to the policies and personnel requirements of each department.
- C. Leave of absence will not be granted for the purpose of being gainfully employed elsewhere.
- D. Leave of absence forms may be obtained from the Human Resources Department or on-line. Once approved, one (1) copy will be given to the employee, one (1) to the Human Resources Department, one (1) to the employee's department and, in case of disability leave, one (1) to Employee Health Service.
- E. Employees must be interviewed by their immediate supervisor prior to beginning a leave of absence so they fully understand the conditions of the leave and, if necessary, to clarify the leave request so that the Hospital may make a mutually beneficial determination.
- F. An employee must make arrangements with the Human Resources Department prior to a leave of absence to pay for her/his participation in the Hospital's health, life and dental insurance programs. Failure to follow through with payment arrangements will result in cancellation of participation. The Employer must notify the employee in writing before any cancellation of participation.
- G. When an employee returns from an approved LOA, the Hospital will make every effort to place that employee in her/his former job. The Hospital will make reasonable efforts to notify the employee within three (3) working days of the time the position has been filled or eliminated; however, failure to do so will not be arbitratable. If that job is not available, the Hospital will try to place the employee in another job with similar pay and classification for which she/he is qualified. If the employee's former job becomes available within nine (9) months from the commencement of the LOA, the employee will be given preference for that position. If no other job is available for which an employee is qualified, the employee will be subject to the following conditions:
 - 1. The employee will be placed on layoff, during which time she/he may continue to participate in the Hospital's health and dental insurance plans as prescribed by state or federal law, whichever is greater.
 - 2. The employee shall have first opportunity to apply for job openings for which she/he may be qualified, for a period not to exceed twelve (12) months from the

date of eligibility to return to work. The employee would be considered for job openings based on the criteria listed in Article 6, Section 2. If the employee has not been reinstated during this time, employment shall automatically terminate.

3. Benefit accumulation while on layoff will be in accordance with Paragraphs H and J of this Section.
- H. An employee retains her/his accumulated benefit status but does not earn additional benefits while on an approved leave and shall continue to accumulate bargaining unit seniority during an approved LOA for the first thirty (30) days.
- I. The first day missed from work shall be considered the starting date of the leave and the day prior to the date of return to work shall be considered the ending date of a leave of absence.
- J. Benefits which do not accumulate during a leave of absence are:
 1. Pension accrual (as outlined in the pension plan)
 2. Earned Time
 3. Time accumulation toward salary increase (after thirty [30] days)
- K. Employees granted a leave of absence must report to their supervisor or manager on the first work day following the expiration of leave. Failure to report the availability for work within three (3) working days after the leave ends will result in termination as a "voluntary quit".

Section 2 - Personal Leave of Absence

- A. A personal leave of absence without pay may be granted up to a maximum of thirty (30) calendar days.
- B. A personal leave may be extended for one (1) additional thirty (30)-day period upon receipt of a letter from the employee stating valid reasons for the requested extension. The letter should be submitted prior to the expiration date of the original leave. The extension must be approved by the department head and the Human Resources Director.
- C. Once in any five (5)-year period, a leave of up to ninety (90) days may be granted for travel purposes.
- D. Accrued Earned Time in excess of forty (40) hours must be taken before a personal leave begins.
- E. During the first thirty (30) days of an authorized personal leave, the Hospital will

continue to pay its portion of the health, life and dental insurance premiums. The employee will pay the entire insurance premiums if the leave extends beyond thirty (30) days.

- F. An employee returning from an authorized personal unpaid leave of thirty (30) days or less, which is not in addition to another period of absence, will be reinstated, to her/his former position. All other cases shall be in accordance with Paragraph G of Section 1, General Provisions.

Section 3 - Pregnancy and Childrearing Leave of Absence

Leave of absence without pay will be granted for pregnancy and/or childrearing.

- A. The employee shall provide a physician's certificate confirming pregnancy and approximate date of delivery as soon as possible; or, the employee shall notify her supervisor that an adoption home study has been completed and approved and of the projected date of the child's arrival.
- B. The pregnant employee shall be permitted but not required to continue working until such time as she is not capable of performing her normal work duties or her duties are performed in an environment unsafe for her pregnancy.
- C. Upon written request, a leave of absence of up to six (6) months will be granted. In the case of pregnancy and childbirth the leave may be taken before and after the disability leave, the total of which shall not exceed six (6) months. This six (6) month period is inclusive of any leave taken pursuant to State or Federal Family and Medical Leave Acts. In the case of adoption, leave shall be no more than six (6) consecutive months. Employees on pregnancy leaves that return to work in three (3) months or less will be reinstated to their former job unless by reason of their seniority they would have been placed on layoff or their position modified during the period of their pregnancy leave due to economic conditions, emergencies or reorganizations resulting in a reduction of jobs. The three (3) month period shall be interpreted to include pregnancy, disability, childbirth and personal leave of absence, or any combination thereof, regardless of whether or not the leaves are consecutive.
- D. The right to participate in the group insurance plans and accumulation of seniority shall exist for the total six (6) months' leave. The accrual of all other fringe benefits shall cease at the commencement of the leave (see Section 1, J. General Provisions).
- E. The employee may use earned time entitlement or other compensatory time off before starting the pregnancy/childrearing leave.
- F. Upon written request, Leave of Absence without pay of up to six (6) months (inclusive of rights under State and Federal Family and Medical Leave Acts) will be granted to the father for childrearing within the first year of the child's birth or first year of adoption. Employees on paternity leave who return to work in twelve (12) weeks or less will be

reinstated to their former position unless by reason of their seniority they would have been placed on layoff or their position modified during the period of leave due to economic conditions, emergencies, or reorganizations resulting in a reduction of jobs.

Section 4 - Education Leave of Absence

- A. Employees with a minimum of the equivalent of three (3) years continuous employment may apply for a health-care related educational leave of absence without pay for an academic year and summer session, or any segment of the educational program within that time. Such requests will not be unreasonably denied.
- B. A maximum of two (2) semesters and a summer session of educational leave may be granted during each thirty-six (36)-month period after initial eligibility is established.
- C. The right to participate in the health, life and dental insurance plans, when paid for by the employee and accumulation of seniority shall exist for the duration of the leave. The accrual of all other benefits shall cease at the commencement of the leave (see Section 1. J. General Provisions).

Section 5 - Disability Leave of Absence (Medical)

- A. A disability leave of absence shall be granted for the duration of the disability, but not to exceed one (1) year and with certification by a physician of said disability as may be required. During the period of disability, the Hospital will continue to pay its portion of the health, life (where applicable) and dental insurance premiums for eligible employees, provided the employee continues to pay her/his portion as required. The Hospital reserves the right to ask an employee to be examined by a physician designated by its Employee Health Service or designee if there is a question regarding continued certification of disability. The cost of such a visit will be paid by the Hospital. An employee unable to return to work within a year will be terminated. They will have preference over non-Hospital applicants for rehire if they are qualified and are able to perform the essential job functions with or without accommodations within one year from the termination date. Employees returning within one year of termination will retain, but not accrue, their bargaining unit seniority.
- B. Employees reporting from a disability leave of absence must provide a written clearance from their personal physician to Health Service or designee to be permitted to return to work. The Health Service physician or designee, as the Hospital's health representative, will have the final authority to approve an employee's return to work, depending on the employee's physical ability to perform the duties of her/his job classification as a result of the specific illness or disability. Should an employee not be cleared to return to work by the Health Service physician or designee, the provisions of Section 1.G., General Provisions, of this Article shall apply.
- C. Employees on medical leave of absences that return to work in three months or less will be reinstated to their former job unless by reason of their seniority they would have

been placed on layoff or their position modified during the period of their medical leave due to economic conditions, emergencies or reorganizations resulting in a reduction of jobs. Any employee who is unable to remain at work for at least ten (10) consecutive scheduled working days, and perform essential job functions with or without accommodation will not restart another three-month period for purposes of job rights.

- D. Employees on medical disability due to a worker's compensation injury that return to work in three (3) months or less will be reinstated to their former job unless by reason of their seniority they would have been placed on layoff or their position modified during the period of their medical leave due to economic conditions, emergencies, or reorganizations resulting in a reduction of jobs. If the employee returns to work in more than three (3) months but within twelve (12) months, they will have preferential bidding rights for any available comparable job consistent with the employee's abilities and qualifications. If the employee returns to work in more than twelve (12) months but within two (2) years, they will have rights as an internal candidate for any available position consistent with the employee's abilities, qualifications and seniority, over any external candidates.

Section 6 - Military Leave of Absence

Employees who are requested to fulfill military obligations shall be granted leave without pay pursuant to the terms and conditions of the law.

Section 7 - Leave of Absence for Political Office

A leave of absence that shall not exceed one (1) term of elected or appointed political office shall be granted upon written request in the same manner as any other leave of absence. During such leave, an employee will retain all previously accrued bargaining unit seniority and shall continue to accrue bargaining unit seniority for the first thirty (30) days. However, there will be no accrual of benefits or participation in benefit programs except where otherwise stipulated by law. Such leave may not be renewed upon its expiration for the purpose of re-election or reappointment. (See Article 18, Leaves of Absence, Section 1.C., General Provisions).

Section 8 - Failure to Return From Leave of Absence

See Article 22, Termination of Employment, Section 2. Three-Day Quit.

Section 9 - Bereavement Leave

If employees require time off due to the death of a friend or family member, employees will make verbal arrangements via telephone or in person with their supervisor (which excludes group leaders and charge nurses). Employees must receive a response from their supervisor before "arrangements" are considered to have been made.

Bereavement time mutually agreed upon will be paid by the Hospital. The amount of time

granted will be reasonable.

Additional time may be granted and paid through Earned Time if available.

ARTICLE 19 - ATTENDANCE AT UNION MEETINGS OR CONVENTIONS

Section 1 - Conventions

The Employer shall allow twelve (12) bargaining unit members to attend Union conventions, educational classes, District conferences, and bargaining unit conferences of their choice, whether conducted by the Local, State or International Union. However the following provisions shall apply:

- A. If two (2) or more representatives are from one department their attendance approval is contingent on whether scheduling will allow.
- B. Each designee, may attend only two (2) such meetings, using a leave of absence in a calendar year.
- C. Each designee must make a written request to the appropriate supervisor at least three (3) weeks prior to the posting of the schedule.
- D. Time off for this purpose may be charged to accrued Earned Time or leave of absence without pay at the employee's option.
- E. Leave of absence granted for this purpose shall not exceed five (5) scheduled working days.

Section 2 - Local Meetings

Union Work Site Leaders assigned to any shift may be granted time off without pay to attend Union meetings, excluding the Union Coordinator who will be granted the time off without pay, not to exceed three (3) hours in duration:

- A. Their respective supervisors have been given three (3) weeks written notice prior to the posting of the schedule;
- B. That granting such time will not result in added wage costs to the Employer; and,
- C. That such meetings will not exceed eight (8) hours duration, including travel time except scheduled SEIU Contract ratification meetings.

Section 3 - Request Approval

It is also agreed that such requests shall not be unreasonably denied and that the need for appropriate staffing shall remain the primary consideration in determining whether such employees may attend conventions, meetings or education classes.

Section 4 - Long Term Leaves

If staffing permits, a leave of absence not to exceed ninety (90) days may be granted to an employee in order to accept a full-time position with the Union, said request not to be unreasonably denied. Only one employee per department will be allowed to take a long-term leave of absence per contract. The employee shall continue to accrue hospital and bargaining unit seniority during this period. An employee returning before or within thirty (30) days shall return to her/his former unit and position. After thirty (30), but within ninety (90) days, the employee shall return to a comparable position if available. This right may be exercised only once in a twelve (12) month period.

Section 5 - Time Limitations

The time limitations in this Article may be extended or increased by mutual agreement of the Union and management for elected officers of SEIU Healthcare Wisconsin and SEIU State Council.

ARTICLE 20 - UNIFORMS

The Hospital agrees to continue its practice of purchasing uniforms for certain employees. The allocation of uniforms to employees shall be in accordance with the past practice. Any cost above the value of the allocated uniforms, for either additional uniforms or different types of acceptable uniforms, will be borne by the employee. Employees will be eligible for replacement uniforms on the anniversary of their date of hire.

ARTICLE 21 - PROPERTY DAMAGE

The Hospital shall reimburse an employee for damages to her/his personal property in an amount not to exceed one hundred dollars (\$100) for each incident occurring during her/his shift while working within assigned job responsibilities and using prudent safety methods and following appropriate procedures and policy.

ARTICLE 22 - TERMINATION OF EMPLOYMENT

Section 1 - Termination Notice

It will be the employee's responsibility to give the Employer at least two (2) weeks advance written notice of termination or, without a reasonable explanation of her/his action which is acceptable to the Hospital, she/he will be liable to forfeiture of any accrued Earned Time or other benefits. No unscheduled absence for illness shall be paid to an employee during the last two (2) weeks of employment unless such illness is verified by the Hospital's Employee Health Service physician. If such verification cannot be made by Health Service, it is the employee's responsibility to receive certification of illness from her/his personal physician. Failure to provide such verification may result in forfeiture of accrued benefits as stated above.

It is the policy of the Hospital to give two (2) weeks notice to an employee upon termination, or two (2) weeks pay in lieu of notice. However, this will not prevent the Hospital from terminating an employee without two (2) weeks notice and without pay in lieu of notice if the discharge is for just cause, subject only to the grievance procedure outlined in Article 24 of this Agreement. A termination for just cause will also result in forfeiture by the employee of any accrued Earned Time and other benefits, except in extenuating circumstances as determined by the Hospital or where prohibited by law. This policy will also apply in cases where several lesser offenses committed by an employee over a period of one (1) year culminate in the need for termination. Three written warnings relating to the same conduct in any twelve (12) month period will result in termination.

Section 2 - Three-Day Quit

An employee who fails to report for work, fails to obtain excused time off from her/his supervisor, fails to report for work after expiration of a leave of absence, or fails to call in to an immediate supervisor or according to department or unit guidelines, for a period of three (3) consecutive scheduled working days, shall be deemed a "voluntary (or three-day) quit" and will be dropped from the Hospital payroll unless a reasonable explanation for her/his absence, acceptable to the Hospital, is presented. Such termination will be considered misconduct and, as such, will be accompanied by a forfeiture of all accrued benefits, except in extenuating circumstances as determined by the Hospital or where otherwise stipulated by law, e.g., pension plan.

ARTICLE 23 - STRIKES AND LOCKOUTS

Section 1 - General Provisions

Because the services rendered to the community by the Hospital and its employees are of vital nature as to frequently involve the questions of life and death, and because both employees and management are fully cognizant of their round-the-clock responsibility and commitment to the

local citizenry, it is agreed that, for the duration of the collective bargaining relationship between the parties to this Agreement, Union officers, representatives, Union Work Site Leaders and members will not for any reason, directly or indirectly, call, sanction or engage in any strike (whether sit-down, stay-in, sympathetic, general or any other kind), walkout, slow-down, stay-away, limitation of services, failure to report to work, primary or secondary boycott, or any restriction or interference with the peaceful function of the Hospital, its suppliers, the patients and employees. The Hospital will not lock out any of the employees covered by this Agreement.

Section 2 - Penalties for Violations

If any employee, or group of employees, violates Article 23, Section 1, she/he or they shall automatically forfeit any benefits under this Agreement and they may be summarily dealt with by the Hospital, at its discretion, by reprimand, layoff without pay, suspension or discharge, and any appeal to the grievance procedure relative to such action by the Hospital shall be limited to whether or not the employees did violate Section 1 of this Article.

The parties to this contract agree that discharge is an appropriate penalty for a violation of Article 23, Section 1, in any case, but this shall not be interpreted to preclude reinstatement and full restoration with back pay in a case where it is established that the discharged employee(s) did not in fact engage in or participate in a violation of this Article.

ARTICLE 24 - GRIEVANCE AND COMPLAINT PROCEDURE

Section 1 - Definition

A grievance is hereby defined as a controversy between the Employer on the one hand and the Union, or employee or group of employees (represented by one [1] designated employee) covered by this Agreement on the other hand, which controversy must pertain to any condition of employment or to the interpretation or application of this Agreement. A grievance shall not be considered under the grievance procedure unless the steps and time limits of the outlined procedures are followed.

A complaint is any matter of dissatisfaction of any employee with any aspect of his/her employment which does not involve a grievance as defined above. It may be processed through the application of the first two (2) steps of the grievance/complaint procedure.

The Union will advise the Hospital of the name and title of the person in each department it has designated to assist employees in presenting grievances or complaints. The Hospital will designate the supervisor in each department or section as the person with whom grievances or complaints may be initially discussed. Group grievances which include employees of more than one (1) Hospital department shall be filed with a department head of one (1) of the affected departments as a STEP 2 grievance and will clearly state that it is a group grievance and will identify the affected departments. The Department heads of the affected departments

shall provide a joint STEP 2 response within the stated timelines.

Any grievance that has been filed challenging a disciplinary suspension or a discharge shall be initiated at STEP 2.

Section 2 - Grievance Procedure

It is the intention of the parties that, prior to initiating a grievance, efforts will be made by the aggrieved employee(s) and/or Union Representative to engage in a meaningful dialogue concerning the particular issue. The grievance procedure should not be a substitute for attempts to informally resolve issues or concerns.

Grievances shall be resolved in the following manner:

STEP 1: Within ten (10) working days of the incident giving rise to the grievance or from when the aggrieved employee should have reasonably known of the incident, the employee and the Union representative shall meet with and simultaneously submit a written grievance/complaint to the employee's supervisor, specifying the contract provision or provisions claimed to have been violated and the remedy requested. If the grievance is resolved at this meeting, the resolution shall be reduced to writing and signed by the parties. The supervisor may request a clarification meeting with the aggrieved employee and the Union Representative. The supervisor shall give a written answer to the grievant/complainant and/or Union representative within ten (10) working days of the grievance meeting.

STEP 2: If the grievance/complaint is not resolved in STEP 1, it may be appealed by the grievant/complainant and/or Union representative to the grievant's department head or designated representative in writing, within ten (10) working days after receipt of the answer in STEP 1. Within ten (10) working days after such appeal, a meeting shall be arranged between the grievant/complainant and/or the Union representative and the department head or designee to discuss the matter and its possible resolution. If the matter is not resolved in such a meeting, the department head or designee shall provide a written answer to the grievant/complainant stating the reasons for her/his position within ten (10) working days of the meeting.

STEP 3: If the grievance is not resolved in STEP 2 it may be appealed by the grievant and/or Union representative to the Director of Human Resources or her/his designee within five (5) working days after receipt of the answer in STEP 2. Within five (5) working days after such appeal, a meeting between the Union and the Director of Human Resources or her/his designee shall be scheduled and will be held no later than fifteen (15) working days from the time of the appeal to the third step. Following such meeting, the designated Hospital representative shall provide a written answer stating the reasons for her/his position to the grievant and the Union within five (5) working days.

Section 3 - Arbitration

If the matter is not settled in STEP 3, the grievance may be either submitted to arbitration or

mediation upon written request of the grieving party delivered to the other within fifteen (15) working days of the STEP 3 response. Any mediation request will be directed to the Wisconsin Employment Relations Commission (WERC) requesting the appointment of a staff member. Should the matter go to arbitration, the arbitrator shall be selected from a five (5) person panel of staff members provided by the WERC. Once a panel has been received the parties shall, beginning with the grieving party, alternately strike names from the panel until one (1) name remains. That remaining person shall be the arbitrator of the particular controversy.

Both parties will continue efforts to resolve the issue prior to arbitration. Any information requests will be made in writing and information will be responded to and provided as required by law, within three (3) weeks unless otherwise agreed to by both parties.

If mediation has not been requested and an arbitration panel has not been requested within ninety (90) calendar days of the third (3rd) step grievance response, the grievance will be considered withdrawn, unless otherwise agreed to by both parties. If mediation has been requested and is unsuccessful, the grieving party must request an arbitration panel within fifteen (15) working days of the mediation or the grievance will be considered withdrawn. The parties may mutually agree to extend the timeline for the grieving party to file a request for an arbitration panel.

A. Limitations

The arbitrator shall not have the power to add, modify, or change any of the provisions of this Agreement. Not more than one (1) grievance at a time may be submitted to an arbitrator, unless mutually agreed upon by the parties. The arbitrator's decision shall be final and binding on both parties.

B. Arbitration Cost

The fees and expenses for the arbitrator and, if a transcript has been jointly requested by the parties, the original and two (2) copies of the transcript of the arbitration hearing shall be borne by the party who loses the arbitration case. Each party shall bear the cost of its own witnesses, exhibits, individual transcripts (if a transcript has not been jointly requested) and counsel.

Section 4 - Grievance Investigation

It is the desire of the parties to adjust grievances as soon as possible, but in such manner so as not to interfere with work performance. The parties recognize that most grievances do not require immediate investigation, but when it is necessary for a grievance representative to immediately investigate a grievance during normal work time, permission will be obtained from her/his immediate supervisor to take sufficient time away from the work site for the investigation. Such request shall not be unreasonably denied. In these unusual circumstances the grievance representative will remain on duty for payroll purposes until the end of her/his shift. The investigation will proceed in an orderly and efficient fashion.

The parties agree that the time away from work shall be confined to investigation. All other

grievances shall be investigated on off-duty time.

Section 5 - Grievance Settlement

Any settlement of a grievance shall be reduced to writing but shall not, without the specific agreement of the Union representative and the Hospital, become a precedent for the settlement of any other grievance. The SEIU Healthcare Wisconsin Madison office shall receive a copy of all step three (3) grievances Employer responses within five (5) working days of the time that the Employer has issued such to the grievant.

Section 6 - Time Limitations

If an employee and/or Union fails to comply with the limitations of time specified herein, the Hospital may rightfully refuse to process a grievance further and the grievance shall be considered null and void. Failure by the Employer to comply with the step response time limits will be considered a denial of the grievance as of the date the response was due. Nothing herein, however, limits the Employer and the Union from mutually agreeing, in writing, to extend any time limitation. Time limitations expressed in working days shall not include Saturday, Sunday or holidays. Time limitations shall not include the day of the triggering event. An employee's or supervisor's schedule and attendance are not factors in determining the timeliness of a response or the filing of a grievance.

Section 7 - On-The-Job Contract Interpretation

In the practical administration of this contract, it will be necessary for supervisors and administrators to interpret its applicability in certain situations as they arise. For the sake of vital and safe conduct of the Hospital's business, it is imperative and agreed by both parties that while every employee shall have the right to question the instructions of the supervisor, she/he shall follow such instructions as given, and in the event that she/he disagrees with the supervisor or with the supervisor's interpretation of the contract or feels that a directive given is unfair, she/he shall have the right to process the matter through the grievance procedure. It is further agreed that the failure of an employee to follow the reasonable instructions of her/his supervisor constitutes possible cause for disciplinary action, including discharge. However, this principle of "act now, grieve later" shall not be construed to obligate employees to perform work assignments that could result in an immediate danger of serious personal harm.

ARTICLE 25 - DISCHARGE AND CORRECTIVE ACTION

Section 1 - Authority

The Hospital may discharge, suspend or otherwise issue corrective action for just cause to any employee who has completed his/her probationary period, subject to the grievance procedure. Prior to any discharge corrective action meeting, employees will be advised of their right to have a Union Work Site Leader present.

Section 2 - Time Limits

All written reprimands will be issued within five (5) working days from the time the Hospital knew or should have known of any action requiring such reprimand if the schedule and employees attendance permit. However, written reprimands are different than grievances, and the employee's schedule and attendance are factors in the administration of that corrective action. If the employee is not scheduled on a workday, excluding Saturday, Sunday and holidays as recognized by the Hospital, or is not in attendance (for example, unscheduled earned time, scheduled earned time, bereavement leave, leave of absence), the time for administration is extended accordingly.

The date to start counting for purposes of timeliness is different for attendance/tardiness corrective actions. Attendance/tardiness corrective action shall be issued no later than five (5) days after the pay period in which it occurred. The pay period is biweekly, ending on Monday morning. Nothing herein, however, limits the Employer and the Union from mutually agreeing in writing to extend any time limitation.

Section 3 - Documentation of Performance Evaluations and Corrective Action

All performance evaluations and documentation of corrective action shall be reviewed and signed by the employee prior to placement in the employee's personnel file. Refusal to sign any document will be indicated by the supervisor on the document prior to placement in the employee's personnel file. If an employee disagrees with any of the information contained in a performance evaluation or corrective action document, she/he shall have the opportunity to submit a written rebuttal and have such rebuttal attached to the questioned document and placed in her/his personnel file. Employees will receive a copy of any corrective action document and will, upon their request, receive a copy of their most recent performance evaluation.

As conducted within the Hospital performance appraisal system, any comments regarding a substandard rating as appearing in their performance appraisal will be clarified by appropriate and factual written examples. The employee shall be informed of any substandard job performance and the expectations for acceptable performance before receiving a substandard rating on a performance evaluation. Concerns will be discussed with employees and action plans for performance improvement developed where appropriate.

Employees shall be furnished with copies of all written reprimands in their personnel file. In the event of a suspension or termination the SEIU Healthcare Wisconsin Madison Office will receive notification.

Employees shall have the right to see all post hiring information in their Human Resources files and, upon request, will be provided with a copy of any materials therein. Employees shall be allowed to comment on any of the contents of their file. Such comments will be appended to, and become a permanent part of, the employee's file.

Section 4 - Sequence of Corrective Action

Any employee may be subject to corrective action for just cause or for performance which is less than satisfactory. Ordinarily, such corrective action would include the sequence of verbal warning, written warning, suspension, and termination. Certain actions by the severity of their nature will require immediate progression to more severe corrective action including suspension or termination. In all cases, written notification shall be provided to the employee that will indicate the current step of the corrective action process and the reasons for the corrective action. In the cases of written warning, suspension, and termination, the Union shall be notified in writing by the Hospital at the same time the information is provided to the employee, and a copy of these corrective actions will be placed in the employee's personnel file, and a copy will be provided to the SEIU Healthcare Wisconsin Madison Office. The Union will also be notified in writing when written warnings or suspensions are removed; however, failure to do so will not be grievable.

The parties agree that the following documents will be removed from the personnel record and desk file and will be maintained in a separate historical record:

- A. Verbal Warnings will not be considered for progressive corrective action purposes twelve (12) months after the verbal warning if there has been no other corrective action taken and will thereafter be removed from the desk file.
- B. Written Warnings will not be considered for progressive corrective action purposes two (2) years after the written warning if there has been no other corrective action taken and will thereafter be removed from the personnel record.
- C. Final Written Warnings and Suspensions will not be considered for progressive corrective action purposes for three (3) years after the final written warning or suspension if there has been no other corrective action taken and will thereafter be removed from the personnel record.

Any last chance agreement as well as any level of corrective action involving violations of patient confidentiality, criminal conduct, or reportable actions under Wisconsin Statutes and Administrative Code shall remain in an employee's personnel file indefinitely.

Documents that have been removed from the personnel record or desk file and are located in the historical file may not be used in any arbitration proceeding regarding subsequent corrective action taken against that particular employee unless there has been evidence introduced by the Union suggesting that the employee's length of service should and/or overall work record should be a mitigating factor considered by the arbitrator.

For purposes of progressive corrective action, any attendance related corrective action is excluded from the above stated timelines.

In the cases of corrective action for performance reasons, the supervisor will assist the

employee in developing an action plan to alleviate the performance deficiencies. Should this plan not result in the correction of the deficiencies, further corrective action steps will be taken. Continued failure by the employee to correct the performance deficiency may result in suspension or termination, subject to Article 24, Grievance and Complaint Procedure. Unsafe practice will result in appropriate, immediate action.

Section 5 - Technology 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. The Hospital will continue to explore and pursue technological improvements; it shall not use such technology for purposes of tracking employee's whereabouts. The Hospital may use such technology for systemic (rather than individual tracking) purposes such as work process analysis or in situations where the Hospital reasonably suspects that an employee has engaged in policy/procedural violations or in unlawful activity.

ARTICLE 26 - TRAINING AND DEVELOPMENT

Section 1 - In-Service Education Program

The Hospital will provide a program of education and training. The program will be planned to permit employees to attend sessions and complete computer based learning (CBLs) during work time whenever practical. An employee may request time from their manager to complete their CBLs. The manager and employee will work together to develop a plan to successfully complete the CBLs in a timely manner. In the event the Hospital has an in-service program that is directly related to duties performed by employees during working hours or after working hours, such bargaining unit members will be considered on the active payroll during such attendance. When overtime is involved, such overtime must be approved in advance. Employees who need accommodations to complete education, training, and their CBLs, should request assistance from their supervisor.

The Employer will provide a general orientation for all new employees; this orientation will include routine policies and procedures of the Hospital and department. Orientation to specific work areas and assignments will be provided to each employee and will address performance standards specific to that work area.

Section 2 - Outside Short-Term Educational Programs

Bargaining unit employees may request and be permitted, at the discretion of management, to attend outside, short-term educational programs related to their job development on work time. Such requests will not be unreasonably denied and will be granted on an equitable basis.

0.5 to 1.0 FTE employees shall be eligible for two (2) days off without loss of pay each fiscal year to attend educational conferences or seminars directly related to the performance of their duties. The employee shall request approval to attend such educational programs from the

Employer at least thirty (30) calendar days in advance. Such approval shall be granted if it is not in conflict with staffing, scheduling needs, budgetary constraints or department training programs. Nothing in this Article shall prevent Management from allocating additional conference days to an employee who requests it when it is agreed that the content of the conference will be a benefit to the employee and the department.

If the Hospital requests an employee to attend an outside educational program, the employee will be considered on a regular work schedule, and expenses will be reimbursed according to the agreement reached between the employee and the Hospital prior to attending the program.

Section 3 - Tuition Assistance

To provide an opportunity for employees to improve their job performance and personal self-development, the Hospital will provide tuition assistance under the following conditions:

- A. The applicant must be a 0.5 FTE or higher employee who has been employed a minimum of twelve (12) months before the course(s) begin(s) or before the certification exam is taken.
- B. Applicants who change their FTE status will have the amount of tuition assistance changed accordingly.
- C. Final arrangements related to the coordination of the employee's work/class schedules must be approved by Management.
- D. Full reimbursement up to a maximum dollar amount of \$4,000 per calendar year for full-time employees and a pro-rated amount for regular part-time employees.
- E. The course must be related to the employee's current job or applicable to an academic degree program that can be employed at Meriter.
- F. The Hospital will pay the tuition cost at the start of the course, provided that the application has been submitted within two (2) weeks following registration in the course.
- G. Employees must receive a minimum grade of "C" or the equivalent in an undergraduate course and a grade of above "C" in a graduate course, to successfully complete the course for the purposes of tuition assistance. At the completion of the course, the employee must present a copy of the grade report to the Human Resources Development office or reimburse the Hospital for the advance tuition received. Employees who drop or fail a course will be required to reimburse the Hospital for advance tuition received.
- H. Employees who have received tuition assistance must maintain employment with the Hospital for a period of twelve (12) months from the date of the receipt of the grades

except in the following circumstances:

- Involuntary termination;
- Voluntary or involuntary layoff;
- Long term disability leave*;
- Worker's compensation leave*;
- Short term medical disability leave*;
- There is no position available within the Hospital within thirty days of graduation which requires the degree earned; or
- The employee has ten (10) or more years of hospital seniority on the date of application for tuition assistance.

* Time off on this leave shall be counted towards the requisite twelve (12) month period.

For all other circumstances, tuition assistance will be repaid by the employee for all tuition assistance paid for the twelve months prior to the date of termination.

- I. To enable the Hospital to collect the tuition assistance due, the employee will be required, at the time of application, to execute an individual contract with the Hospital providing for assignment of wages to the Hospital up to the amount owed.

ARTICLE 27 - BENEFITS

Section 1 - Hospital Health Insurance Plans

- A. Group medical insurance plan(s) and/or Health Maintenance Organizations (HMO's) shall be available to all full-time and regular part-time employees and their eligible dependents, provided they meet the entrance eligibility requirements. The Hospital may, upon notification to the Union, change carriers.
- B. Meriter agrees to offer the following qualified HMO health insurance plans to qualified employees:

Physicians Plus Custom
Physicians Plus Tiered Co-Pay

The employee's contribution to the health insurance premium portion as well as Meriter's portion will be published on an annual basis.

If the HMO premium exceeds the dollar amount of the Hospital's obligation, the

Hospital agrees, upon written request of the employee, to deduct the difference from the employee's paycheck and pay it directly to the HMO. If the employee's paycheck is not sufficient to cover the difference, the employee shall reimburse the Hospital for said difference.

In the event of premium increases, the Hospital will contribute eighty-five percent (85%) of the total premium for the Physicians Plus Custom Plan.

- C. Bargaining Unit employees with ten (10) or more years and twenty (20) or more years of bargaining unit seniority, shall receive the following discount on the employee's portion of the health insurance premium for any single or family plan in which he or she is enrolled.

<u>PLAN COVERAGE</u>	<u>10+ Years of Service</u>		<u>20+Years of Service</u>	
	<u>SINGLE</u>	<u>FAMILY</u>	<u>SINGLE</u>	<u>FAMILY</u>
Physicians Plus Custom	\$8.00	\$20.00	\$15.50	\$41.00
Physicians Plus Tiered Co-Pay	4.20	11.00	7.30	19.50

- D. The Union and the Hospital agree that any alternative health insurance program developed during the term of this Agreement will be made available to eligible bargaining unit members on the same basis as other employee groups. Nothing contained herein shall prevent the Hospital from offering additional health or dental insurance plans as an option to the employees. The Union shall be notified of the Hospital's intent to offer additional plans before notification to employees.
- E. The Employer's continued contribution to an employee's qualified HMO premium shall be subject to the same terms and conditions as stated in this Agreement regarding the health insurance plan offered by the Hospital.

Section 2 - Dental Insurance

- A. A group standard dental plan shall be available to all full-time and regular part-time employees and their eligible dependents, provided they meet the entrance eligibility requirements. The Hospital may, upon notification to the Union, change carriers. If the current benefit coverage maximum increases during the life of this contract, that benefit coverage increase will automatically be passed on to the members covered under the affected dental plan at that time.
- B. The Hospital will continue to pay the total premium for single coverage under the standard dental plan and will contribute an equal amount toward single coverage for any more expensive plan offered by the Hospital. In the case of family coverage, the Hospital will contribute Thirty-one and 64/100 Dollars (\$31.64) per month toward

family coverage. Premium increases or decreases after the effective date of this Agreement shall be born equally by the Hospital and the employee.

Section 3 - Short-Term Disability (Sickness and Accident) Insurance

- A. The Hospital shall provide a short-term disability income protection plan for all full-time and regular part-time employees. All full-time and regular part-time employees will be eligible for this benefit after twelve (12) months of employment. The coverage and benefits shall not be less than those currently in effect. The Hospital shall continue to pay the full premium for this plan. The Hospital may, upon notification to the Union, change carriers.

It is understood and agreed that employees with an FTE 0.5 and greater who are absent from work because of illness or injury shall be paid for such absence to the extent of their accrued Earned Time. Beginning on the fourth consecutively scheduled working day of disability, such employees shall receive benefits under the disability income protection plan and further deductions shall be made from the employee's accumulated Earned-Time credits, to augment disability payments upon the expressed request of the employee.

- B. The coverage of short-term disability and benefits is at seventy-two percent (72%) of the base salary (including permanent PM and permanent night differential) of the employee at the time of total disability up to a maximum of twenty-six (26) weeks.

Section 4 - Long-Term Disability Insurance

- A. The Hospital shall provide a long-term disability insurance plan for all full-time and regular part-time employees. The Hospital shall continue to pay the full premium for this plan. The Hospital may, upon notification to the Union, change carriers.
- B. The long-term disability benefits are currently at the level of sixty (60%) of the base salary of the employee at the time of total disability up to a maximum of two thousand three hundred and no/100 dollars (\$2,300.00) per month. The Hospital may, upon notification to the Union, change the level of benefits.
- C. If the employee has timely applied for long-term disability benefits and is determined to be eligible for long-term disability benefits, those benefits should begin immediately following the expiration of the twenty-six (26) weeks of short-term disability benefits, according to the long-term disability plan document.
- D. To the extent there is a conflict between this section and the plan document, the plan document shall prevail.

Section 5 - Retirement Plan

Meriter shall sponsor and maintain a retirement plan under Section 401(k) of the Code for all bargaining unit employees who have completed one (1) year of service with 1,000 hours and who are at least twenty-one (21) years of age. It is also understood and agreed that this agreement is subject and subservient to the terms and conditions of the Plan and the Summary Plan Description.

The Hospital shall contribute 4% of an eligible employee pay into a 401(k) account each year.

Section 6 - Life Insurance

The Employer will provide life insurance coverage equal to one times the employee's annual salary (rounded to the nearest thousand) at no cost to the employee with an option to purchase an amount equal to an additional one times the employee's annual salary. The Hospital may, upon notification to the Union, change carriers.

Employees 0.5 FTE and above may purchase dependent life insurance coverage at their own expense through Meriter's life insurance provider.

Section 7 - Parking

The Hospital shall continue to evaluate parking rates and policy administration on an ongoing basis. The Hospital may, upon written notice to the Union and without further bargaining, modify the existing parking rates and policy administration so long as they are the same as classified employees.

Section 8 - Classified Benefits

The Union has requested that the following benefits available to the classified employees be extended to the bargaining unit employees:

Adoption Benefits

Organ/Tissue/Bone Marrow Transplant Dental Implants

Eye Care

401k

Roth Legal Insurance

Employee Assistance Program (EAP) is a confidential resource for employees and their families that can help with any health or personal problems.

Information regarding these benefits are available on MyMeriter under Employees/MyBenefits.

The Hospital is willing to offer the above benefits to the bargaining unit employees on the same basis and under the same conditions that those benefits are available to the classified employees. Any future modifications to, or elimination of, any of those benefits for the classified employees shall automatically apply on the same terms to the bargaining unit

employees without the necessity of the Hospital to bargain over the decision to make such change(s) or the effects of the decision(s).

Section 9 - Dependent Verification

The Hospital may verify eligibility of dependents that elect to utilize a Meriter insurance benefit periodically, at hire, and/or when there are dependent changes.

ARTICLE 28 - SEPARABILITY

Should any part of this Agreement, or any provision herein contained, be rendered or declared illegal, invalid, or an unfair labor practice by virtue of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, the remaining portions hereof shall not be affected thereby; provided in such contingency the parties to this contract shall meet and negotiate substitute provisions for those parts of provisions rendered or declared illegal, invalid, or unfair labor practice.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall become effective on March 12, 2018 – March 8, 2020 and thereafter shall automatically continue in force in accordance with the National Labor Relations Act, as amended, unless the notices required thereunder are made, including at least a ninety (90) day written notice by either party upon the other party to the contract, of the desire to modify said Agreement and the desire or offer to meet and confer for the purpose of collectively bargaining for a new contract.

SIGNATURE PAGE

JOB TITLE LISTING

Job Title	Department	Job Code	Payclass
Animal Caretaker	Environmental Svs.	6950	62
Assistant Cook	Food and Nutrition Svs.	6560	65
Biomedical Assistant (Entry)	Biomedical Svs.	6556	56
Biomedical Assistant	Biomedical Svs.	6865	65
Biomedical Tech. I	Biomedical Svs.	6571	78
Biomedical Tech. II	Biomedical Svs.	6440	84
Cabinet Maker	Engineering	6535	77
Cook	Food and Nutrition Svs.	6565	74
Electrician I	Engineering	6430	77
Master Electrician	Engineering	6431	86
E.S. Technician (NA II)	Emergency Svs.	4870	63
FSW (Tray Teams AM/PM, Production AM/PM, Cafeteria Custodian, Veg. Prep/Carts, Pots & Pans, Warewasher (Dishroom), Cartpusher, off-site)	Food and Nutrition Svs.	6731	53
Groundskeeper	Engineering	6934	62
Housekeeper I	Environmental Svs.	6941	56
Housekeeper II	Environmental Svs.	6942	62
Locksmith	Engineering	6948	71
Mechanic I	Engineering	6930	65
Mechanic II	Engineering	6933	71
Mechanic III	Engineering	6935	74
Mechanic IV	Engineering	6936	80
Mechanic Trainee	Engineering	6927	56
Mental Health Assistant	Nursing Svs.	4853	59
Nursing Assistant I	Nursing Svs.	4848	60
Nursing Assistant II	Nursing Svs.	4849	62
Nursing Assistant III	Nursing Svs.	4854	68
OB Technician	Nursing Svs.	4775	76
Operating Room Aide	Nursing Svs.	2822	63
O.R. Material Aide	(SPD)	4877	65
Painter	Engineering	6533	74
Patient Escort	Environmental Svs.	2825	56
Primary Specialist			84
P.T. Aide I	Rehab. Med.	4820	59
P.T. Aide II	Rehab. Med.	4824	65
P.T. Assistant	Rehab. Med.	4679	68
Seamstress	Environmental Svs.	6550	68
Telecommunications Tech.	Biomedical Svs.	6534	74

***Job title and number may be altered through job evaluation and computer conversion process.**

***Bio Med Tech II and II Primary Specialists would combine to form one position.**

WAGE SCHEDULE
2.4% ATB Increase Effective July 16, 2018

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
53	13.63	14.23	15.04	15.84	16.14	16.29	16.49	16.65	16.77	16.90	17.10	17.31	17.50	17.66	17.82	17.91	17.98
56	13.81	14.44	15.30	16.18	16.36	16.65	16.82	17.01	17.22	17.44	17.62	17.80	17.96	18.14	18.30	18.38	18.45
59	15.22	15.94	16.48	17.00	17.30	17.55	17.67	17.80	17.96	18.14	18.34	18.52	18.73	18.88	19.04	19.13	19.23
60	16.08	16.52	16.82	17.14	17.44	17.70	17.84	17.95	18.14	18.29	18.49	18.71	18.90	19.05	19.22	19.30	19.39
62	15.68	16.37	17.40	18.41	18.71	18.85	19.03	19.20	19.28	19.37	19.59	19.79	20.00	20.18	20.36	20.43	20.51
63	16.61	17.40	17.98	18.58	18.88	19.03	19.21	19.36	19.46	19.55	19.76	19.98	20.18	20.37	20.54	20.61	20.70
65	17.32	18.15	18.74	19.32	19.71	19.92	20.07	20.24	20.35	20.45	20.66	20.86	21.05	21.24	21.43	21.51	21.60
68	18.55	19.45	20.11	20.76	21.11	21.35	21.53	21.75	21.96	22.20	22.51	22.81	23.10	23.33	23.54	23.64	23.74
71	19.78	20.74	21.45	22.17	22.63	22.81	23.04	23.29	23.52	23.73	24.00	24.27	24.55	24.78	25.03	25.13	25.21
74	20.26	21.20	22.56	23.93	24.45	24.66	24.87	25.08	25.30	25.55	25.84	26.13	26.41	26.68	26.94	27.04	27.14
76	22.85	23.96	24.81	25.64	26.28	26.54	26.78	27.01	27.25	27.53	27.77	28.03	28.26	28.56	28.85	28.94	29.03
77	23.05	24.18	25.04	25.89	26.52	26.78	27.01	27.25	27.50	27.77	28.03	28.27	28.53	28.82	29.11	29.20	29.29
78	24.50	25.19	25.64	26.10	26.62	26.83	27.04	27.25	27.48	27.72	28.02	28.30	28.58	28.85	29.11	29.21	29.31
80	24.86	26.08	27.03	27.97	28.47	28.86	29.10	29.34	29.54	29.72	30.03	30.33	30.63	30.89	31.17	31.29	31.43
82	26.92	28.25	29.20	30.14	30.64	31.03	31.27	31.51	31.71	31.89	32.20	32.50	32.80	33.06	33.34	33.46	33.60
84	29.34	30.18	30.70	31.22	31.72	32.12	32.36	32.59	32.80	32.97	33.29	33.59	33.88	34.15	34.43	34.55	34.68
86	30.01	31.51	32.46	33.39	33.89	34.29	34.53	34.78	34.97	35.14	35.46	35.76	36.06	36.33	36.60	36.72	36.86

Step	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
53	18.07	18.14	18.21	18.29	18.37	18.44	18.51	18.60	18.77	18.93	19.12	19.29	19.44	19.56	19.70	19.83
56	18.51	18.60	18.69	18.76	18.83	18.90	18.98	19.08	19.24	19.40	19.60	19.78	19.91	20.05	20.19	20.33
59	19.29	19.35	19.46	19.55	19.63	19.72	19.82	19.92	20.11	20.30	20.47	20.66	20.81	20.95	21.09	21.24
60	19.47	19.53	19.63	19.73	19.81	19.90	20.01	20.11	20.30	20.47	20.66	20.85	20.99	21.16	21.29	21.43
62	20.60	20.71	20.79	20.86	20.95	21.03	21.13	21.22	21.42	21.62	21.82	22.03	22.18	22.32	22.49	22.63
63	20.80	20.90	20.97	21.05	21.16	21.24	21.33	21.41	21.62	21.81	22.03	22.24	22.38	22.53	22.69	22.85
65	21.70	21.78	21.89	21.99	22.08	22.17	22.28	22.38	22.59	22.81	23.02	23.22	23.39	23.55	23.71	23.89
68	23.84	23.93	24.04	24.14	24.26	24.39	24.48	24.60	24.82	25.06	25.27	25.52	25.69	25.88	26.05	26.25
71	25.31	25.45	25.56	25.67	25.78	25.89	26.02	26.15	26.40	26.64	26.91	27.15	27.34	27.54	27.73	27.92
74	27.25	27.36	27.50	27.66	27.75	27.86	28.00	28.13	28.41	28.67	28.94	29.21	29.40	29.62	29.83	30.04
76	29.16	29.32	29.42	29.56	29.72	29.86	29.98	30.12	30.39	30.66	30.95	31.24	31.47	31.69	31.92	32.13
77	29.42	29.58	29.70	29.83	29.98	30.14	30.26	30.38	30.67	30.94	31.23	31.52	31.75	31.97	32.20	32.42
78	29.42	29.54	29.68	29.83	29.92	30.04	30.17	30.30	30.59	30.84	31.12	31.39	31.57	31.80	32.00	32.22
80	31.56	31.72	31.85	31.97	32.12	32.28	32.42	32.57	32.88	33.18	33.50	33.83	34.06	34.30	34.55	34.81
82	33.74	33.89	34.02	34.14	34.29	34.45	34.59	34.75	35.05	35.35	35.67	36.00	36.23	36.47	36.72	36.98
84	34.83	34.98	35.10	35.23	35.38	35.53	35.68	35.84	36.14	36.43	36.75	37.09	37.31	37.56	37.81	38.06
86	37.00	37.15	37.27	37.41	37.55	37.70	37.85	38.01	38.31	38.60	38.93	39.26	39.50	39.73	39.99	40.23

WAGE SCHEDULE
Pay Grade 53 & 56 Step 1 Increase Effective January 14, 2019

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
53	14.00	14.23	15.04	15.84	16.14	16.29	16.49	16.65	16.77	16.90	17.10	17.31	17.50	17.66	17.82	17.91	17.98
56	14.20	14.44	15.30	16.18	16.36	16.65	16.82	17.01	17.22	17.44	17.62	17.80	17.96	18.14	18.30	18.38	18.45
59	15.22	15.94	16.48	17.00	17.30	17.55	17.67	17.80	17.96	18.14	18.34	18.52	18.73	18.88	19.04	19.13	19.23
60	16.08	16.52	16.82	17.14	17.44	17.70	17.84	17.95	18.14	18.29	18.49	18.71	18.90	19.05	19.22	19.30	19.39
62	15.68	16.37	17.40	18.41	18.71	18.85	19.03	19.20	19.28	19.37	19.59	19.79	20.00	20.18	20.36	20.43	20.51
63	16.61	17.40	17.98	18.58	18.88	19.03	19.21	19.36	19.46	19.55	19.76	19.98	20.18	20.37	20.54	20.61	20.70
65	17.32	18.15	18.74	19.32	19.71	19.92	20.07	20.24	20.35	20.45	20.66	20.86	21.05	21.24	21.43	21.51	21.60
68	18.55	19.45	20.11	20.76	21.11	21.35	21.53	21.75	21.96	22.20	22.51	22.81	23.10	23.33	23.54	23.64	23.74
71	19.78	20.74	21.45	22.17	22.63	22.81	23.04	23.29	23.52	23.73	24.00	24.27	24.55	24.78	25.03	25.13	25.21
74	20.26	21.20	22.56	23.93	24.45	24.66	24.87	25.08	25.30	25.55	25.84	26.13	26.41	26.68	26.94	27.04	27.14
76	22.85	23.96	24.81	25.64	26.28	26.54	26.78	27.01	27.25	27.53	27.77	28.03	28.26	28.56	28.85	28.94	29.03
77	23.05	24.18	25.04	25.89	26.52	26.78	27.01	27.25	27.50	27.77	28.03	28.27	28.53	28.82	29.11	29.20	29.29
78	24.50	25.19	25.64	26.10	26.62	26.83	27.04	27.25	27.48	27.72	28.02	28.30	28.58	28.85	29.11	29.21	29.31
80	24.86	26.08	27.03	27.97	28.47	28.86	29.10	29.34	29.54	29.72	30.03	30.33	30.63	30.89	31.17	31.29	31.43
82	26.92	28.25	29.20	30.14	30.64	31.03	31.27	31.51	31.71	31.89	32.20	32.50	32.80	33.06	33.34	33.46	33.60
84	29.34	30.18	30.70	31.22	31.72	32.12	32.36	32.59	32.80	32.97	33.29	33.59	33.88	34.15	34.43	34.55	34.68
86	30.01	31.51	32.46	33.39	33.89	34.29	34.53	34.78	34.97	35.14	35.46	35.76	36.06	36.33	36.60	36.72	36.86

Step	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
53	18.07	18.14	18.21	18.29	18.37	18.44	18.51	18.60	18.77	18.93	19.12	19.29	19.44	19.56	19.70	19.83
56	18.51	18.60	18.69	18.76	18.83	18.90	18.98	19.08	19.24	19.40	19.60	19.78	19.91	20.05	20.19	20.33
59	19.29	19.35	19.46	19.55	19.63	19.72	19.82	19.92	20.11	20.30	20.47	20.66	20.81	20.95	21.09	21.24
60	19.47	19.53	19.63	19.73	19.81	19.90	20.01	20.11	20.30	20.47	20.66	20.85	20.99	21.16	21.29	21.43
62	20.60	20.71	20.79	20.86	20.95	21.03	21.13	21.22	21.42	21.62	21.82	22.03	22.18	22.32	22.49	22.63
63	20.80	20.90	20.97	21.05	21.16	21.24	21.33	21.41	21.62	21.81	22.03	22.24	22.38	22.53	22.69	22.85
65	21.70	21.78	21.89	21.99	22.08	22.17	22.28	22.38	22.59	22.81	23.02	23.22	23.39	23.55	23.71	23.89
68	23.84	23.93	24.04	24.14	24.26	24.39	24.48	24.60	24.82	25.06	25.27	25.52	25.69	25.88	26.05	26.25
71	25.31	25.45	25.56	25.67	25.78	25.89	26.02	26.15	26.40	26.64	26.91	27.15	27.34	27.54	27.73	27.92
74	27.25	27.36	27.50	27.66	27.75	27.86	28.00	28.13	28.41	28.67	28.94	29.21	29.40	29.62	29.83	30.04
76	29.16	29.32	29.42	29.56	29.72	29.86	29.98	30.12	30.39	30.66	30.95	31.24	31.47	31.69	31.92	32.13
77	29.42	29.58	29.70	29.83	29.98	30.14	30.26	30.38	30.67	30.94	31.23	31.52	31.75	31.97	32.20	32.42
78	29.42	29.54	29.68	29.83	29.92	30.04	30.17	30.30	30.59	30.84	31.12	31.39	31.57	31.80	32.00	32.22
80	31.56	31.72	31.85	31.97	32.12	32.28	32.42	32.57	32.88	33.18	33.50	33.83	34.06	34.30	34.55	34.81
82	33.74	33.89	34.02	34.14	34.29	34.45	34.59	34.75	35.05	35.35	35.67	36.00	36.23	36.47	36.72	36.98
84	34.83	34.98	35.10	35.23	35.38	35.53	35.68	35.84	36.14	36.43	36.75	37.09	37.31	37.56	37.81	38.06
86	37.00	37.15	37.27	37.41	37.55	37.70	37.85	38.01	38.31	38.60	38.93	39.26	39.50	39.73	39.99	40.23

WAGE SCHEDULE

2.5% ATB Increase Effective August 12, 2019

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
53	14.35	14.59	15.42	16.24	16.54	16.70	16.90	17.07	17.19	17.32	17.53	17.74	17.94	18.10	18.27	18.36	18.43
56	14.56	14.80	15.68	16.58	16.77	17.07	17.24	17.44	17.65	17.88	18.06	18.25	18.41	18.59	18.76	18.84	18.91
59	15.60	16.34	16.89	17.43	17.73	17.99	18.11	18.25	18.41	18.59	18.80	18.98	19.20	19.35	19.52	19.61	19.71
60	16.48	16.93	17.24	17.57	17.88	18.14	18.29	18.40	18.59	18.75	18.95	19.18	19.37	19.53	19.70	19.78	19.87
62	16.07	16.78	17.84	18.87	19.18	19.32	19.51	19.68	19.76	19.85	20.08	20.28	20.50	20.68	20.87	20.94	21.02
63	17.03	17.84	18.43	19.04	19.35	19.51	19.69	19.84	19.95	20.04	20.25	20.48	20.68	20.88	21.05	21.13	21.22
65	17.75	18.60	19.21	19.80	20.20	20.42	20.57	20.75	20.86	20.96	21.18	21.38	21.58	21.77	21.97	22.05	22.14
68	19.01	19.94	20.61	21.28	21.64	21.88	22.07	22.29	22.51	22.76	23.07	23.38	23.68	23.91	24.13	24.23	24.33
71	20.27	21.26	21.99	22.72	23.20	23.38	23.62	23.87	24.11	24.32	24.60	24.88	25.16	25.40	25.66	25.76	25.84
74	20.77	21.73	23.12	24.53	25.06	25.28	25.49	25.71	25.93	26.19	26.49	26.78	27.07	27.35	27.61	27.72	27.82
76	23.42	24.56	25.43	26.28	26.94	27.20	27.45	27.69	27.93	28.22	28.46	28.73	28.97	29.27	29.57	29.66	29.76
77	23.63	24.78	25.67	26.54	27.18	27.45	27.69	27.93	28.19	28.46	28.73	28.98	29.24	29.54	29.84	29.93	30.02
78	25.11	25.82	26.28	26.75	27.29	27.50	27.72	27.93	28.17	28.41	28.72	29.01	29.29	29.57	29.84	29.94	30.04
80	25.48	26.73	27.71	28.67	29.18	29.58	29.83	30.07	30.28	30.46	30.78	31.09	31.40	31.66	31.95	32.07	32.22
82	27.59	28.96	29.93	30.89	31.41	31.81	32.05	32.30	32.50	32.69	33.01	33.31	33.62	33.89	34.17	34.30	34.44
84	30.07	30.93	31.47	32.00	32.51	32.92	33.17	33.40	33.62	33.79	34.12	34.43	34.73	35.00	35.29	35.41	35.55
86	30.76	32.30	33.27	34.22	34.74	35.15	35.39	35.65	35.84	36.02	36.35	36.65	36.96	37.24	37.52	37.64	37.78

Step	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
53	18.52	18.59	18.67	18.75	18.83	18.90	18.97	19.07	19.24	19.40	19.60	19.77	19.93	20.05	20.19	20.33
56	18.97	19.07	19.16	19.23	19.30	19.37	19.45	19.56	19.72	19.89	20.09	20.27	20.41	20.55	20.69	20.84
59	19.77	19.83	19.95	20.04	20.12	20.21	20.32	20.42	20.61	20.81	20.98	21.18	21.33	21.47	21.62	21.77
60	19.96	20.02	20.12	20.22	20.31	20.40	20.51	20.61	20.81	20.98	21.18	21.37	21.51	21.69	21.82	21.97
62	21.12	21.23	21.31	21.38	21.47	21.56	21.66	21.75	21.96	22.16	22.37	22.58	22.73	22.88	23.05	23.20
63	21.32	21.42	21.49	21.58	21.69	21.77	21.86	21.95	22.16	22.36	22.58	22.80	22.94	23.09	23.26	23.42
65	22.24	22.32	22.44	22.54	22.63	22.72	22.84	22.94	23.15	23.38	23.60	23.80	23.97	24.14	24.30	24.49
68	24.44	24.53	24.64	24.74	24.87	25.00	25.09	25.22	25.44	25.69	25.90	26.16	26.33	26.53	26.70	26.91
71	25.94	26.09	26.20	26.31	26.42	26.54	26.67	26.80	27.06	27.31	27.58	27.83	28.02	28.23	28.42	28.62
74	27.93	28.04	28.19	28.35	28.44	28.56	28.70	28.83	29.12	29.39	29.66	29.94	30.14	30.36	30.58	30.79
76	29.89	30.05	30.16	30.30	30.46	30.61	30.73	30.87	31.15	31.43	31.72	32.02	32.26	32.48	32.72	32.93
77	30.16	30.32	30.44	30.58	30.73	30.89	31.02	31.14	31.44	31.71	32.01	32.31	32.54	32.77	33.01	33.23
78	30.16	30.28	30.42	30.58	30.67	30.79	30.92	31.06	31.35	31.61	31.90	32.17	32.36	32.60	32.80	33.03
80	32.35	32.51	32.65	32.77	32.92	33.09	33.23	33.38	33.70	34.01	34.34	34.68	34.91	35.16	35.41	35.68
82	34.58	34.74	34.87	34.99	35.15	35.31	35.45	35.62	35.93	36.23	36.56	36.90	37.14	37.38	37.64	37.90
84	35.70	35.85	35.98	36.11	36.26	36.42	36.57	36.74	37.04	37.34	37.67	38.02	38.24	38.50	38.76	39.01
86	37.93	38.08	38.20	38.35	38.49	38.64	38.80	38.96	39.27	39.57	39.90	40.24	40.49	40.72	40.99	41.24

WAGE SCHEDULE

Pay Grade 53 & 56 Step 1 & 2 Increases Effective January 13, 2020

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
53	15.00	15.20	15.42	16.24	16.54	16.70	16.90	17.07	17.19	17.32	17.53	17.74	17.94	18.10	18.27	18.36	18.43
56	15.10	15.35	15.68	16.58	16.77	17.07	17.24	17.44	17.65	17.88	18.06	18.25	18.41	18.59	18.76	18.84	18.91
59	15.60	16.34	16.89	17.43	17.73	17.99	18.11	18.25	18.41	18.59	18.80	18.98	19.20	19.35	19.52	19.61	19.71
60	16.48	16.93	17.24	17.57	17.88	18.14	18.29	18.40	18.59	18.75	18.95	19.18	19.37	19.53	19.70	19.78	19.87
62	16.07	16.78	17.84	18.87	19.18	19.32	19.51	19.68	19.76	19.85	20.08	20.28	20.50	20.68	20.87	20.94	21.02
63	17.03	17.84	18.43	19.04	19.35	19.51	19.69	19.84	19.95	20.04	20.25	20.48	20.68	20.88	21.05	21.13	21.22
65	17.75	18.60	19.21	19.80	20.20	20.42	20.57	20.75	20.86	20.96	21.18	21.38	21.58	21.77	21.97	22.05	22.14
68	19.01	19.94	20.61	21.28	21.64	21.88	22.07	22.29	22.51	22.76	23.07	23.38	23.68	23.91	24.13	24.23	24.33
71	20.27	21.26	21.99	22.72	23.20	23.38	23.62	23.87	24.11	24.32	24.60	24.88	25.16	25.40	25.66	25.76	25.84
74	20.77	21.73	23.12	24.53	25.06	25.28	25.49	25.71	25.93	26.19	26.49	26.78	27.07	27.35	27.61	27.72	27.82
76	23.42	24.56	25.43	26.28	26.94	27.20	27.45	27.69	27.93	28.22	28.46	28.73	28.97	29.27	29.57	29.66	29.76
77	23.63	24.78	25.67	26.54	27.18	27.45	27.69	27.93	28.19	28.46	28.73	28.98	29.24	29.54	29.84	29.93	30.02
78	25.11	25.82	26.28	26.75	27.29	27.50	27.72	27.93	28.17	28.41	28.72	29.01	29.29	29.57	29.84	29.94	30.04
80	25.48	26.73	27.71	28.67	29.18	29.58	29.83	30.07	30.28	30.46	30.78	31.09	31.40	31.66	31.95	32.07	32.22
82	27.59	28.96	29.93	30.89	31.41	31.81	32.05	32.30	32.50	32.69	33.01	33.31	33.62	33.89	34.17	34.30	34.44
84	30.07	30.93	31.47	32.00	32.51	32.92	33.17	33.40	33.62	33.79	34.12	34.43	34.73	35.00	35.29	35.41	35.55
86	30.76	32.30	33.27	34.22	34.74	35.15	35.39	35.65	35.84	36.02	36.35	36.65	36.96	37.24	37.52	37.64	37.78

Step	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
53	18.52	18.59	18.67	18.75	18.83	18.90	18.97	19.07	19.24	19.40	19.60	19.77	19.93	20.05	20.19	20.33
56	18.97	19.07	19.16	19.23	19.30	19.37	19.45	19.56	19.72	19.89	20.09	20.27	20.41	20.55	20.69	20.84
59	19.77	19.83	19.95	20.04	20.12	20.21	20.32	20.42	20.61	20.81	20.98	21.18	21.33	21.47	21.62	21.77
60	19.96	20.02	20.12	20.22	20.31	20.40	20.51	20.61	20.81	20.98	21.18	21.37	21.51	21.69	21.82	21.97
62	21.12	21.23	21.31	21.38	21.47	21.56	21.66	21.75	21.96	22.16	22.37	22.58	22.73	22.88	23.05	23.20
63	21.32	21.42	21.49	21.58	21.69	21.77	21.86	21.95	22.16	22.36	22.58	22.80	22.94	23.09	23.26	23.42
65	22.24	22.32	22.44	22.54	22.63	22.72	22.84	22.94	23.15	23.38	23.60	23.80	23.97	24.14	24.30	24.49
68	24.44	24.53	24.64	24.74	24.87	25.00	25.09	25.22	25.44	25.69	25.90	26.16	26.33	26.53	26.70	26.91
71	25.94	26.09	26.20	26.31	26.42	26.54	26.67	26.80	27.06	27.31	27.58	27.83	28.02	28.23	28.42	28.62
74	27.93	28.04	28.19	28.35	28.44	28.56	28.70	28.83	29.12	29.39	29.66	29.94	30.14	30.36	30.58	30.79
76	29.89	30.05	30.16	30.30	30.46	30.61	30.73	30.87	31.15	31.43	31.72	32.02	32.26	32.48	32.72	32.93
77	30.16	30.32	30.44	30.58	30.73	30.89	31.02	31.14	31.44	31.71	32.01	32.31	32.54	32.77	33.01	33.23
78	30.16	30.28	30.42	30.58	30.67	30.79	30.92	31.06	31.35	31.61	31.90	32.17	32.36	32.60	32.80	33.03
80	32.35	32.51	32.65	32.77	32.92	33.09	33.23	33.38	33.70	34.01	34.34	34.68	34.91	35.16	35.41	35.68
82	34.58	34.74	34.87	34.99	35.15	35.31	35.45	35.62	35.93	36.23	36.56	36.90	37.14	37.38	37.64	37.90
84	35.70	35.85	35.98	36.11	36.26	36.42	36.57	36.74	37.04	37.34	37.67	38.02	38.24	38.50	38.76	39.01
86	37.93	38.08	38.20	38.35	38.49	38.64	38.80	38.96	39.27	39.57	39.90	40.24	40.49	40.72	40.99	41.24

WAGE SCHEDULE

Step 34 added effective March 9, 2020

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
53	15.00	15.20	15.42	16.24	16.54	16.70	16.90	17.07	17.19	17.32	17.53	17.74	17.94	18.10	18.27	18.36	18.43
56	15.10	15.35	15.68	16.58	16.77	17.07	17.24	17.44	17.65	17.88	18.06	18.25	18.41	18.59	18.76	18.84	18.91
59	15.60	16.34	16.89	17.43	17.73	17.99	18.11	18.25	18.41	18.59	18.80	18.98	19.20	19.35	19.52	19.61	19.71
60	16.48	16.93	17.24	17.57	17.88	18.14	18.29	18.40	18.59	18.75	18.95	19.18	19.37	19.53	19.70	19.78	19.87
62	16.07	16.78	17.84	18.87	19.18	19.32	19.51	19.68	19.76	19.85	20.08	20.28	20.50	20.68	20.87	20.94	21.02
63	17.03	17.84	18.43	19.04	19.35	19.51	19.69	19.84	19.95	20.04	20.25	20.48	20.68	20.88	21.05	21.13	21.22
65	17.75	18.60	19.21	19.80	20.20	20.42	20.57	20.75	20.86	20.96	21.18	21.38	21.58	21.77	21.97	22.05	22.14
68	19.01	19.94	20.61	21.28	21.64	21.88	22.07	22.29	22.51	22.76	23.07	23.38	23.68	23.91	24.13	24.23	24.33
71	20.27	21.26	21.99	22.72	23.20	23.38	23.62	23.87	24.11	24.32	24.60	24.88	25.16	25.40	25.66	25.76	25.84
74	20.77	21.73	23.12	24.53	25.06	25.28	25.49	25.71	25.93	26.19	26.49	26.78	27.07	27.35	27.61	27.72	27.82
76	23.42	24.56	25.43	26.28	26.94	27.20	27.45	27.69	27.93	28.22	28.46	28.73	28.97	29.27	29.57	29.66	29.76
77	23.63	24.78	25.67	26.54	27.18	27.45	27.69	27.93	28.19	28.46	28.73	28.98	29.24	29.54	29.84	29.93	30.02
78	25.11	25.82	26.28	26.75	27.29	27.50	27.72	27.93	28.17	28.41	28.72	29.01	29.29	29.57	29.84	29.94	30.04
80	25.48	26.73	27.71	28.67	29.18	29.58	29.83	30.07	30.28	30.46	30.78	31.09	31.40	31.66	31.95	32.07	32.22
82	27.59	28.96	29.93	30.89	31.41	31.81	32.05	32.30	32.50	32.69	33.01	33.31	33.62	33.89	34.17	34.30	34.44
84	30.07	30.93	31.47	32.00	32.51	32.92	33.17	33.40	33.62	33.79	34.12	34.43	34.73	35.00	35.29	35.41	35.55
86	30.76	32.30	33.27	34.22	34.74	35.15	35.39	35.65	35.84	36.02	36.35	36.65	36.96	37.24	37.52	37.64	37.78

Step	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
53	18.52	18.59	18.67	18.75	18.83	18.90	18.97	19.07	19.24	19.40	19.60	19.77	19.93	20.05	20.19	20.33	20.47
56	18.97	19.07	19.16	19.23	19.30	19.37	19.45	19.56	19.72	19.89	20.09	20.27	20.41	20.55	20.69	20.84	20.97
59	19.77	19.83	19.95	20.04	20.12	20.21	20.32	20.42	20.61	20.81	20.98	21.18	21.33	21.47	21.62	21.77	21.91
60	19.96	20.02	20.12	20.22	20.31	20.40	20.51	20.61	20.81	20.98	21.18	21.37	21.51	21.69	21.82	21.97	22.12
62	21.12	21.23	21.31	21.38	21.47	21.56	21.66	21.75	21.96	22.16	22.37	22.58	22.73	22.88	23.05	23.20	23.35
63	21.32	21.42	21.49	21.58	21.69	21.77	21.86	21.95	22.16	22.36	22.58	22.80	22.94	23.09	23.26	23.42	23.58
65	22.24	22.32	22.44	22.54	22.63	22.72	22.84	22.94	23.15	23.38	23.60	23.80	23.97	24.14	24.30	24.49	24.65
68	24.44	24.53	24.64	24.74	24.87	25.00	25.09	25.22	25.44	25.69	25.90	26.16	26.33	26.53	26.70	26.91	27.08
71	25.94	26.09	26.20	26.31	26.42	26.54	26.67	26.80	27.06	27.31	27.58	27.83	28.02	28.23	28.42	28.62	28.82
74	27.93	28.04	28.19	28.35	28.44	28.56	28.70	28.83	29.12	29.39	29.66	29.94	30.14	30.36	30.58	30.79	31.01
76	29.89	30.05	30.16	30.30	30.46	30.61	30.73	30.87	31.15	31.43	31.72	32.02	32.26	32.48	32.72	32.93	33.16
77	30.16	30.32	30.44	30.58	30.73	30.89	31.02	31.14	31.44	31.71	32.01	32.31	32.54	32.77	33.01	33.23	33.47
78	30.16	30.28	30.42	30.58	30.67	30.79	30.92	31.06	31.35	31.61	31.90	32.17	32.36	32.60	32.80	33.03	33.24
80	32.35	32.51	32.65	32.77	32.92	33.09	33.23	33.38	33.70	34.01	34.34	34.68	34.91	35.16	35.41	35.68	35.92
82	34.58	34.74	34.87	34.99	35.15	35.31	35.45	35.62	35.93	36.23	36.56	36.90	37.14	37.38	37.64	37.90	38.16
84	35.70	35.85	35.98	36.11	36.26	36.42	36.57	36.74	37.04	37.34	37.67	38.02	38.24	38.50	38.76	39.01	39.28
86	37.93	38.08	38.20	38.35	38.49	38.64	38.80	38.96	39.27	39.57	39.90	40.24	40.49	40.72	40.99	41.24	41.52

SIDE LETTER OF AGREEMENT

Union Leader Pay

Union appointed representatives, who are serving on Meriter committees, shall be paid their base rate of pay. One Union-assigned Work Site Leader shall be paid for attending any pre-disciplinary investigation conducted by Management when requested by the bargaining unit employee, as well as pre-grievance meetings, grievance meetings, and settlement discussions with Management. Union-assigned Work Site Leaders will be paid their base rate of pay while attending Labor/Management meetings.

Hours spent in the activities described above will not be used in the computation of overtime.

If there are any conflicts between this Side Letter of Agreement and the collective bargaining agreement, this Side Letter of Agreement shall prevail.

SIDE LETTER OF AGREEMENT

Environmental Services Workload/Staffing

Activity Sheets

- By the end of second quarter of 2018 all activity sheets will be reviewed and updated. Thereafter, all activity sheets will be reviewed on a quarterly basis.
- By the end of second quarter of 2018, management will work with Housekeeper IIs, float and the assigned primary for the area to identify unbalance activity sheets.
- Workload adjustments shall be made based on the updated activity sheets after the assigned primary area employee, if applicable, float and housekeeper II working review.
- Activity sheet workload adjustments will be discussed at area section meetings.
- Activity sheet adjustments will be reported out through labor management meetings on a quarterly basis.

Posting of Positions

The posting for a regular job opening shall include the name(s) and FTE of the positions vacated, along with the other posting requirements in accordance with Article 6, Section 3C.

- If no vacant FTE is available for a primary area, post primary vacancies in supervisory area only;
- If vacant FTE is available for a primary area, post primary area vacancies for employees in all supervisory areas;
- Post Housekeeper II positions for a specific supervisory area but all employees can apply for it.

Floating

- Floats are assigned to float house-wide, except for grandparented employees who are assigned to a supervisory area only.
- Rotation
 - For LOA's, vacancy or ET, floats may be pre-assigned for up to four (4) consecutive days maximum in (1) work area except when training occurs, unless employee volunteers.
 - Except as above, post schedules without assigned areas for special floats.
- Primary Areas
 - Employees assigned to a primary area are required to know two additional areas. Employees and Supervisors will work together to select areas.
 - Efforts will be made to assign primary employees to their area as consistently as possible and float to their two additional areas as appropriate, for reasons such

- as staffing and training.
- Employees may volunteer to work outside of their primary area.

Training

- AM new hires will be trained to a patient care area within their probationary period.
- PM/NOC new hires will be trained in at least one (1) of the following areas before the end of probation: Beds, Operating Rooms, Cath Labs, C-Section, or Emergency Service.
- Standardized training program for all employees that stresses teamwork among other duties.
- For floats, management will develop a training plan and provide updates at department monthly section meetings and quarterly Labor Management meetings.
- Standardized Train the Trainer program to ensure that all housekeepers are consistently trained.
- Implement questionnaire to replace Housekeeper II essay.
- Trainees will work the trainer's shift.
- Housekeeper II's must have six (6) months experience as a housekeeper; three (3) of the six (6) months at UnityPoint Health - Meriter.

SIDE LETTER OF AGREEMENT

CNA Staffing

The Employer and the Union are committed to providing safe high quality care. Both parties agree to the following:

1. CNA Floating Feedback Form

- An electronic “CNA Floating Feedback” Form will be provided to each CNA for feedback on the floating experience.
- CNA Floating Feedback form may include but not be limited to:
 - Name
 - Home Unit
 - Unit floated to
 - Shift/Start Time
 - Length of float
 - Were you offered/assigned a partner?
 - If so, did your partner check in with you during the shift?
 - Appropriateness of assignment
 - Was it a good float? Why or why not?
 - Do you want to talk to a manager?
- CNA’s are encouraged to access the CNA unit tip sheets on the Mobile Unit team worksite.
- On an annual basis, the CNA Floating Feedback form will be reviewed at the 4th Quarter Labor Management Meeting. Survey change recommendations will be effective at the start of a new year.
- On a quarterly basis, the floating feedback data will be reviewed at Labor Management Meeting.
- On union-appointed CNA shall be given access to the “CNA survey monkey floating data”
- The Union shall be provided survey reports upon request.

2. CNA’s are encouraged to discuss floating orientation options with their managers. Options may include but are not limited to an eight (8) hour shift with the PM or Night mobile unit PRN CNA during employee’s initial orientation or for the CNA to request a shadow/float shift on a different unit(s) no more than two, during their last week of orientation.

3. Nursing leadership is committed to evaluating acuity based systems as one tool used to determine staffing levels. The Union may appoint one (1) bargaining unit representative, in paid status (time would not count towards overtime) from each of the following: Medical and Surgical Services, Women’s Health Division, Resource Support Unit and Critical Care Services. Regular updates on system selection will be provided through Labor Management meetings.

4. In the event there is a change in unit nursing HPPD which impacts CNAs in the matrix, unit management will discuss the changes and the reasons with employees at a staff meeting at least fourteen (14) days prior to implementation. Unit employees will have the opportunity

to provide input prior to the final decision being made. No later than three (3) months post implementation, unit management will survey employees regarding the effects of the changes. Results of the survey shall be discussed at Labor Management and unit staff meetings.

5. Low Census Day: Employer will assess house wide needs and seek options in order to minimize the impact of CNA's during hours reduction. These options may include but are not limited to floating, floating for other to take LCD, or completion of overdue CBL's/education.

SIDE LETTER OF AGREEMENT

Influenza Vaccination Program

In the event the Hospital implements a mandatory influenza vaccination program, the parties agree that any such program shall allow for the following:

- Thirty (30) calendar days written notice will be provided to the Union prior to the effective date of the program.
- Exemption to immunization shall be granted for medical contraindications. Employees requesting exemption due to medical contraindications must have their healthcare provider complete a Medical Exemption form. Employees with a medical exemption will be given three (3) weeks prior to the start of the flu clinics to complete and submit the Medical Exemption form. Standard criteria for medical exemption will be established based upon recommendations from the Centers for Disease Control and Prevention. Medical exemption approval will be based on information provided, taking into account the practitioner/patient relationship.

Medical exemptions may include:

- Documented severe adverse reaction to previous influenza vaccinations
- Significant allergy to eggs (anaphylactic or severe reaction)
- History of Guillain-Barre Syndrome within six (6) weeks of a previous influenza vaccination
- Employees shall only be required to provide a medical exemption once, if the condition is permanent. If the condition is temporary or if the employee chooses to receive the vaccine after submitting the medical exemption, they shall be required to submit another medical exemption, if they wish to be exempt from the requirement in subsequent seasons.
- Exemption to vaccination may be granted for non-medical reasons. Individuals requesting an exemption for non-medical reasons will be given three (3) weeks prior to the start date of the flu clinics to complete an exemption form.
- Each request for medical and non-medical exemption, regardless of the reason, will be evaluated by Meriter. No request shall be unreasonably denied.
- If an employee is vaccinated through services other than Meriter's Employee Health Services (EHS), they must provide proof of immunization to Meriter's EHS by the deadline set by EHS. Acceptable proof of vaccination includes a practitioner's note, a receipt, or a copy of the administration record provided the documentation identifies the specific vaccination given, the date of vaccination, and the provider's name.
- Employees whose exemption request is approved will be encouraged to wear a mask at all times when in direct patient care areas or when they are within 6 feet of patients. Meriter will supply employees with the masks. Masks will be encouraged to be worn during the influenza season which is defined by the Medical Director of Infection Prevention on an annual basis.

- Failure to comply with any portion of the Influenza Program may result in disciplinary action up to and including termination of employment.
- The deadline dates may vary from year to year & will be determined by EHS. Thirty (30) days' notice will be given to the Union when such deadline dates change.
- In the event of a vaccine shortage, Meriter may suspend or revoke all or part of this mandate.
- An employee who receives a vaccine, yet still contracts influenza will not have an absence counted against the Attendance policy, provided the employee provides written confirmation from their healthcare practitioner.

SIDE LETTER OF AGREEMENT

Uniform/Dress Code

- Certified Nursing Assistants, OB Technicians and OR Aides will be required to wear scrubs in accordance with Meriter's Dress Code for Patient Care Units, Scrub Suit Attire Use and Security, and any other applicable policies.
- Meriter issued uniforms will be provided at no charge to members. Meriter will provide up to 3 sets of uniforms at a time. Exchange of uniforms will be in accordance with current practice.
- Donning and doffing will be paid in accordance with Federal Law and Meriter Policy. Currently only 4 units, OR, PACU, L&D, and Cath Lab qualify for donning and doffing paid time.
- Members may choose to wear either a white or black shirt under the uniform. Uniform jackets will be available for any staff member who wants to wear one. Members may choose to wear either a white or black jacket/sweater over the scrubs. Fleece and sweatshirt materials will not be permitted. If additional colors are available within Meriter's policies, these may also be worn.
- For individuals that have been determined to have a size variation that does not meet the ScrubEx system will work with their manager, SPD and MUHL for options (except OR, PACU, L&D, and Cath. Lab, they must use sizes available within the ScrubEx machine for infection control purposes). If MUHL is unable to fit an individual, they may request a uniform voucher to purchase their own uniforms; however, they must match the color and fabric quality of the MUHL uniforms. Employees choosing the voucher option will not be provided with access to the MUHL uniforms.

SIDE LETTER OF AGREEMENT

Mechanic Scheduled On-Call Program

1. The Manager on-call shall be notified and approve all calls to the Mechanic on-call or any other mechanic;
2. Mechanic on-call shall not be required to cover the normal duties of the shift mechanic;
3. The on-call mechanic's initial response back to the hospital is to be by phone within ten (10) minutes to get information on the problem and is required to be able to report to the hospital within one (1) hour of the completed contact. Requests by mechanics for flexibility in these requirements shall not be unreasonably denied;
4. Mechanic on call is responsible to notify the manager on call due to illness, personal emergency, or the inability to get to the hospital;
5. Changes to or trades within the call schedule need to be approved by management;
6. Delete from Engineering Policy No. 15 Scheduled On Call: "If the on call person does not respond to a page or call when on duty and another individual is called to resolve the problem, then the person on call will forfeit their call pay to the individual called.";
7. If mechanics work more than four (4) hours during the daily on call period, mechanics shall work with management to determine reporting responsibilities for their next scheduled shift. Mechanics may have the option to finish out their regularly scheduled shift or take time off for part or all of their regularly scheduled shift (unpaid or SET) or work their regularly scheduled shift. These options are available only if the mechanic's next regularly scheduled shift is within eight (8) hours of the worked on call time;
8. All calls including manager and mechanic calls recorded on the on-call log shall be reviewed once a week at a meeting of mechanics.

Note: In order to reach resolution on this issue, the Union expects that the above guidelines will be in effect for at least the year 2010 after a vote for approval by the affected employees. In addition, if the affected employees with their management want to add to the above guidelines prior to the vote on the guidelines, this will be acceptable as long as the guidelines on this page remain as stated above as part of the guidelines.

SIDE LETTER OF AGREEMENT

CNA Program Transition & Training Plan

1. Management will streamline the CNA Ladder to one primary CNA level.
 - Additional duties will be added to the primary CNA position.
2. A CNA II or CNA III who remain on the same unit or transfer as a CNA to another department/nursing unit that currently utilizes CNA II or IIIs shall continue to be grandparented as long as they meet the criteria outlined in #4.
3. A CNA II or III who transfers as a CNA to another department/nursing unit that currently does not utilize CNA II or IIIs or does not meet the criteria in #4 will become a primary CNA and their rate of pay will be the pay step closest to, but not greater than their current rate of pay in the new pay class 60 and shall maintain their same anniversary date for step movement on the grid.
4. Current CNA II or III will be required to maintain current skills with the exception of sterile procedures which will be eliminated as a CNA duty.
 - CNA II or III employees must be a 0.5 FTE or greater to maintain grandparented status.
 - CNA II or III will complete annual skills assessment/ competency validation of those skills in order to maintain competency to perform
5. Training opportunities will be available periodically to CNAs, including job titles that require CNA Certification such as OR Aide and Emergency Room Tech, in the format of classes/in-services and work groups. CNAs will be given the opportunity to provide input on the topics to be presented based on their learning needs and patient care priorities of the organization. Examples of potential topics may include Fall Prevention, Geriatrics, Palliative Care, use of safe patient handling (no lift) equipment, precepting skills, and the CNAs role in supporting patient care.
6. All units will post information about training opportunities to ensure all current and new hire CNAs, including job titles that require CNA Certification such as OR Aide and Emergency Room Tech, are aware of them.
7. The fact that an employee has been in a position with a CNA title shall not, standing alone, make them more qualified for a position requiring a CNA certification, than another employee with a CNA certification. For transfers and promotions, the factors set forth in Article 6, Section 3 shall then be taken into consideration.

SIDE LETTER OF AGREEMENT

Communication

By entering into this Agreement, SEIU and Management recognize the importance of effective communication methods in the work environment.

Email Communication:

Management is committed to providing time for employees to review/check their email during their scheduled shift. In the event an employee is unable to periodically review/check their email, the employee and manager will work together to develop a plan.

Annual Bargaining Unit Meeting:

The parties agree that a meeting will be held annually with bargaining unit employees by unit/department for the purpose of evaluating current communication methods utilized within the unit/department.

The meeting will focus on the following discussion points:

- What communication methods are working well within the unit/department
- What communication methods are not working well within the unit/department
- Identify any alternative communication methods and opportunities to improve the communication flow within the unit/department

SEIU shall appoint one (1) bargaining unit employee from each unit/department to assist in facilitating this annual meeting. The unit/department manager and the appointed staff member will meet to discuss meeting dates and time(s) that supports staff participation from all shifts.

No later than 30 days following the annual unit meeting, the unit/department manager and the appointed staff member will meet to develop a written summary of communication methods utilized in their unit/department. This information will be shared at the monthly labor management meeting.

Unit/Department Meetings:

Monthly unit/department staff meetings may include, but are not limited to, time allocated to communicate updates and information on the following topics:

- Overview of Meriter
- Patient Satisfaction feedback (HCAHPS), on a quarterly basis
- Status update on recruitment efforts
- Educational topics (e.g. Vocera tips, CBL Completion Options)
- Unit/Department issues

Minutes from unit/department staff meetings shall be made available for staff via e-mail, posting in unit binders or bulletin boards etc.

Labor/Management Meetings:

The parties have agreed to incorporate the following topics in the standing labor-management meetings:

- Semi-annual updates on patient satisfaction feedback HCHAPS measures and priorities
- Semi-annual updates ACA and publicly reported CMS measures and initiatives
- Quarterly Parking Committee updates
- Quarterly Environmental Activity Sheets
- Housekeeping/Certified Nursing Assistant Duties
- Environmental Services training and orientation plans
- Report out on the Annual unit/department communication meeting

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