



AGREEMENT

Between

THEDACARE REGIONAL MEDICAL CENTER—APPLETON

And

SERVICE EMPLOYEE INTERNATIONAL UNION
HEALTHCARE WISCONSIN

* * * * *

November 10, 2019 through April 30, 2021

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AGREEMENT

THIS AGREEMENT, made this 10th day of November 2019 between THEDACARE REGIONAL MEDICAL CENTER--APPLETON, APPLETON, WISCONSIN (hereinafter called the Hospital) and, Service Employee International Union Healthcare Wisconsin (hereinafter called the Union).

ARTICLE I

Recognition

The Hospital recognizes the Union as the duly authorized collective bargaining representative for all full-time and part-time employees of THEDACARE REGIONAL MEDICAL CENTER--APPLETON, APPLETON, WISCONSIN, working twenty (20) or more hours per week, excluding supervisory personnel, office and clerical employees, registered and licensed practical nurses, technicians and students.

ARTICLE II

Nondiscrimination

Neither the Hospital nor the Union may discriminate against any employee for reasons of race, religion, sex, sexual orientation, age, national origin, handicap or Union status. Non-probationary employees shall not be discharged or disciplined without just cause.

ARTICLE III

Probationary Period

Employees will be on probation for the first ninety (90) days of employment and during that time they may be discharged for any cause. If they are retained by the Hospital after that period, their seniority shall begin with the original hiring date of their last employment by the Hospital.

ARTICLE IV

Status of Employees

Section 1. Full-time employees are those scheduled to work at least thirty (30) hours or more per week on a regular basis.

Section 2. Part-time employees are those bargaining unit employees scheduled to work less than thirty (30) hours per week on a regular basis.

Section 3. The Hospital will furnish the Union with the last name, first name, middle initial, employee number, current home street address, home city, home state, home zip code, phone number, work e-mail address, job classification, FTE, date of birth, hire date, seniority date, rate of pay, cost center and cost center name for all employees in the collective bargaining unit one time each month via electronic spread sheet format in an email. Information provided will include changes in the composition of the bargaining unit via recently hired employees and recently terminated employees, as well as a listing of current bargaining unit employees.

The Hospital will furnish the Union on a quarterly basis the current FTE of each employee and the hours worked per pay period during the quarter. This data will be discussed, as appropriate, at Union-Management meetings.

Section 4. During the terms of this agreement, the Employer shall deduct the amount of Union Dues and initiation fee from the first two (2) pay checks of each month from the wages of the employees covered by this agreement who voluntarily sign a Union check-off authorization form. The Employer shall remit the due's payment to the union within thirty (30) days by electronic fund transfer. The Union shall indemnify the Employer and hold it harmless against any suits, claims, demands and liabilities that may arise out of any action taken by the employer for purposes of complying with this article. The Employer shall remit dues collected to an address provided by the union.

This check off authorization shall be effective for the terms of this bargaining agreement, including any extensions, or until revoked sooner by the employee. Such revocation shall be affected by written notice, sent by certified mail, to the employer and the union.

ARTICLE V

Seniority

Section 1. Seniority is the length of time that a full-time or part-time employee has worked for the Hospital, reckoned from the most recent hiring date.

Section 2. In the event the employer decides to reduce the workforce, the employer will notify the union and, upon request, will meet with the union to discuss the pending reduction. Any meeting to discuss will be held within five (5) working days. In the event the employer reduces the work force, the last employee hired in each classification shall be the first laid off. When increasing the force, the last employee laid off in each classification shall be the first recalled. If the employee laid off from his classification is in plant operations, he may exercise his/her seniority over an employee in a lower or lateral classification in plant operations provided said employee is qualified to perform the job as determined by the hospital.

Section 3. Promotions and transfers will be determined upon the basis of the Hospital's record of the appraisal of the individual employee's skill and ability but where these are relatively equal, the employee with the greatest seniority will be given preference over those with less seniority. When seniority is to be used as a factor in the initial distribution of a day shift, seniority shall apply as follows:

1. For Clinical Technicians, within unit;
2. For Food Service, SPD, and Facilities, within department;
3. For EVS Technicians, within department and units combined.

In the event, there are no applicants, from within the respective unit/department, for the initial distribution of a day shift as above, other bargaining unit employee(s) with the greatest seniority, as provided in this section above, shall be given preference over those with less seniority.

When an employee is denied a promotion or transfer, the employee may contact the Employment Center for an explanation and, upon request, notify the employee in writing of the reasons for the denial.

When a vacancy occurs in any of the classifications covered by this Agreement, said vacancy shall be posted for a period of five (5) calendar days. The written notification shall include the job

title, FTE, normal shift, normal work days, and any special requirements. Postings may be electronic, bulletin board or department communication.

Any employee promoted to a higher classification who proves unsatisfactory in the judgment of the Hospital, within a thirty-day trial period, shall be returned to a position comparable to the position held just prior to the time of promotion. Employees who are not able to continue in the classification to which they have been promoted, for good reason, shall notify their supervisor within the thirty-day trial period. Upon notification, the employee, the supervisor, and Human Resources shall work together to return the employee to a position comparable to the position held just prior to the time of promotion. Any employee may exercise the right to bid for an open position twelve (12) months after taking a new position.

Section 4. Seniority will cease upon: (a) discharge, (b) quitting, (c) absent for three (3) working days without notification to the Hospital, (d) failure to return from a leave of absence within the period agreed upon, or if the leave exceeds one (1) year in duration, (e) continuous layoff for one year or the length of seniority to time of layoff, whichever is less, (f) if after being laid off the employee does not return to work within five calendar days after written notice to return.

Section 5. In the event of a permanent layoff, the Hospital will give at least one week's written notice to those who are to be released.

Section 6. The Hospital will keep and maintain a seniority list of all unit employees having seniority rights. This list will be open for inspection by a union representative at all reasonable times.

Section 7. Employees shall neither lose nor accrue any benefits while on an approved leave of absence. For an absence due to a properly documented work related injury the Hospital will allow seniority to accumulate during such absence.

ARTICLE VI

Working Hours and Overtime

Section 1. The Hospital operates twenty-four (24) hours a day, seven days a week. This means that many employees must work on weekends and holidays and on different shifts. The Hospital will attempt to distribute the weekend time off evenly in job classification. The usual pattern is five eight-hour shifts a week for full-time employees.

In the event the Hospital changes the regular shift start and/or end time of an employee, the supervisor and/or manager shall provide the employee with at least ten (10) calendar days' notice of the change and discuss the change with the employee. The effective date of the change shall be delayed for an additional seven (7) calendar days at the request of the employee for personal reasons.

Section 2. Employees who work more than forty (40) hours in the workweek will receive time and one-half pay for all hours worked over forty (40) in the workweek. The Hospital will attempt to apportion overtime equitably among the employees familiar with and qualified to perform the work at hand. If an employee who works overtime and must take time off, this will be credited as Request Shift Off time. It is not the intent of ThedaCare Regional Medical Center—Appleton to shorten the full-time employee's shift later in the week in order to avoid overtime that was the result of working beyond the scheduled shift earlier in the week. However, this does not preclude the employee from leaving the shift early if it is mutually agreed upon by the employee and the supervisor. Paid time

that is not worked—for example, PTO, and funeral leave—does not count as time worked for purposes of determining or computing an employee’s overtime pay.

There will be no pyramiding of overtime.

Section 3. Employees scheduled to work six (6) hours or more per day shall be allowed one-half (1/2) hours per day without pay for lunch. In the event an employee is required to work during his normal lunch period he shall, at the option of the Hospital, either be given compensatory time off at another time during the same day or he may be paid for such time.

Section 4. At times Facilities Management may ask for volunteers for special projects in addition to an employee’s regular work assignments and outside of the employee’s scheduled hours.

An employee who declines to volunteer for these projects because the work will not be at overtime rate will not be required to accept the assignment or reprimanded for declining to volunteer.

Management does expect employees to respond to emergency situations such as equipment breakdown and to otherwise comply with the hospital overtime policy.

Section 5. Any shift an employee works for four or more hours beyond 3:00 PM will receive PM shift differential for all hours worked beyond 3:00 PM. Any shift that continues beyond 11:00 PM will receive night shift differential for all hours worked until 8:00 AM.

Any shift that starts on or after 11:00 PM and works four or more hours beyond 11:00 PM will receive night shift differential for all hours worked until 8:00AM.

Payment of non-productive time will be made at an individual’s base rate, not to include shift differential.

Employees who work the PM shift, including part-time employees, will receive a shift differential of \$1.50 per hour in addition to their regular pay.

Employees who work the night shift, including part-time employees, will receive a shift differential of \$2.25per hour in addition to their regular pay.

Employees who work on a weekend, including part-time employees, shall receive a weekend differential of \$1.50 per hour in addition to their base pay.

The Hospital may increase differentials during the term of this Agreement for shifts/classifications in accordance with its business needs. Section 6. If the Employer changes a posted schedule, it will give at least five (5) days advance notice of the change with the written notification to the employee, except in an emergency. In the event that it is not possible to contact the employee via written notification, a phone call or other verbal communication may take place with written follow up documentation to follow. The Employer must approve any changes in the posted schedule.

Section 7 Employees, including part-time employees, shall receive an unscheduled weekend bonus of \$25.00 for each four (4) hours worked on their weekend off, as outlined in the policy on Unscheduled Weekends and Holidays – Incentive Pay.

ARTICLE VII Payday and Time Cards

Section 1. Punching in or out for another employee is dishonesty and treated as such.

Section 2. Employees are paid on a bi-weekly schedule.

ARTICLE VIII
Rates of Pay

Section 1. Effective November 7, 2019, the minimum and maximum rates of pay that will be in effect for the various job classifications within the bargaining unit, are set forth in Attachment A "Wage Schedule" attached to this Agreement.

Effective no earlier than the beginning of the pay period following ratification, employees will receive a one-time adjustment to their base rate of pay based on current experience level on file up to a maximum cap of 5% for certified nursing assistants, 10% for environmental services technicians, 1.5% for facilities technicians, 5% for food service assistants, and 10% for sterile processing technicians. Increases are only granted to employees hired or transferred into a bargaining unit position by March 31 of the applicable year.

Effective in the second year of this collective bargaining agreement (2020), employees will be eligible for a 1% increase to their base rate of pay. The effective date of this increase will align with the effective date of increases granted to all other similarly situated team members. Team members must be employed by September 30, 2019, in order to be eligible for this increase. Any team member that is at or above the maximum of the range will receive a lump sum payment equivalent to 75% of the designated increase.

For the duration of the collective bargaining agreement, if an employee fails to meet the requirements of a role (such as with mandatory LMS training), no increase will apply.

The Hospital may increase wage rates for individual jobs or ranges in job classifications during the term of this Agreement in accordance with market demands or its business needs.

ARTICLE IX
Leave of Absence

Section 1. Employees will follow the then existing leave of absence program offered by ThedaCare. The Hospital will provide advance notice to the Union of any changes to the plan.

Section 2. The Hospital and the Union will comply with all obligations under state and federal laws governing Family and Medical Leave. The Hospital's written FMLA policy, applicable to all employees, is available via the Hospital's Intranet.

Section 3. Approval for an administrative leave of absence must be completed and submitted to the leave of absence administrator as far in advance as possible. Absence approval shall be given to the employee as soon as practicable, but no later than thirty (30) calendar days prior to the requested absence, provided, however, that management have at least two (2) weeks to consider approval of the requested absence.

Section 4. Union Leave. Employees shall be granted a Union Leave to attend Union activities/functions (e.g. convention, trainings, and seminars, etc.), limited to an aggregate total of one hundred twenty (120) hours per contract year.

ARTICLE X
Short Term Disability

Section 1. The Hospital shall offer a short term disability plan to members of the bargaining unit. The plan offered shall be the same plan as ThedaCare offers to other similarly situated employees of ThedaCare. This means that the plan design, benefits provided and employee contributions to the cost of the plan shall be the same as that provided to other similarly situated employees of ThedaCare. ThedaCare has the right to make changes to the plan, provided however that the plan, as changed, remains the same as the plan offered to other similarly situated employees of ThedaCare. Before making changes to the plan the Hospital will provide notice of the change to bargaining unit employees and to the Union.

ARTICLE XI
PTO

Section 1. Effective January 1, 1993, full-time and part-time employees will accrue PTO benefits as listed below:

| <u>CONTINUOUS SERVICE</u> | <u>PTO ACCRUAL RATE</u> |
|---------------------------|-------------------------|
| 0 through 4 years | .0915 |
| 5 through 14 years | .1115 |
| 15 through 19 years | .1315 |
| 20 years plus | .1515 |

Section 2. PTO benefits will accrue on all regular hours paid, including called in hours, equal to or less than eighty (80) in a pay period plus Request Shift Off. Employees may accrue up to one times the annual accrual of their applicable FTE and may carry-over up to 120 hours. PTO must be earned at the time it is paid and taken. Employees are eligible to use PTO as it is accrued. There is no waiting period for using this benefit.

Section 3. PTO benefits paid shall not be considered as time worked when calculating overtime pay.

Section 4A. PTO requests for employees in SPD, Environmental Services, and Food Service made outside of the time frame below must be completed and submitted to the employee's department manager and/or supervisor as far in advance as possible. A response shall be given to the employee as soon as practicable, but at least fourteen (14) days after the request was submitted to the department manager and/or supervisor.

Employees in SPD, Environmental Services and Food Service shall select weekly blocks of PTO using the following timeframe and process:

Employees in the department/unit by seniority shall choose their PTO picks from October 1 through October 31. The employees' department manager and/or supervisor shall grant PTO by seniority by no later than November 15th. The October picks shall be for the calendar year January 1 through December 31. Any request for the calendar year after the October picks period shall be granted on a first come first serve basis.

The process does not invalidate current departmental practices concerning rotation of holidays.

Section 4B. PTO requests for other unit employees must be completed and submitted to the employee's department manager and/or supervisor as far in advance as possible in accordance with department policy. A response shall be given to the employee as soon as practicable, but ordinarily within thirty (30) days after the request was submitted to the Department Manager and/or Supervisor.

If an employee works on a legal holiday, the employee would have the option to select a different day off which is agreeable to the management of the hospital.

Section 5. Senior employees shall have the privilege of requesting PTO dates within their classification; this request must be approved by the department manager. Should conflict results, the Hospital and the Union shall make every effort to resolve the area of conflict.

Section 6. Employees, upon making a request in advance of the time of taking PTO, in increments of a week or more, shall receive their PTO pay prior to the taking of the approved time off.

Section 7. Employees terminating shall receive pay for their PTO balance to their date of termination if proper notice of separation is provided ("proper notice" is defined in the system PTO policy).

Section 8. Employees may cash out up to 120 hours of PTO per year from the 2018 PTO bank only. Requests for PTO cash out must be entered into the time and attendance system or notified to the site payroll contact by the last day of the pay period in which PTO cash out is taken. As of January 4, 2020 any amount in the Team Member's PTO2019 balance that is more than 120 hours will be forfeited. Any remaining balance in the Team Member's PTO2018 balance will be paid out at 100% in January 2020.

An Employee may only carry over from one year to the next up to 120 hours of PTO. PTO greater than 120 hours will be forfeited as of the last pay period of the calendar year.

Section 9. Employees who are sick and cannot report for work should notify their department in accordance with ThedaCare Regional Medical Center- Appleton policy as soon as possible so that their work schedule can be accomplished. It is not necessary to see a physician to receive PTO.

The Hospital reserves the right to require an employee to furnish a physician's certificate as evidence of personal illness where there is an indication of abuse. Falsification of claims of sickness is a form of dishonesty. Absence Approval Request forms should be completed and submitted where possible.

The employee is responsible for the accurate reporting of time. Unscheduled time off should be reported to their leader at the time of the absence, or earlier if possible. Employees should follow the ThedaCare Regional Medical Center-Appleton policy for recording time away.

ARTICLE XII Break Periods

Section 1. Employees shall be expected to remain at their stations until the end of their shift and shall be at their station (work area) at the start of their shift.

Section 2. An employee shall be entitled to a fifteen (15) minute break period in the hours worked before lunch and a fifteen (15) minute break period after lunch in the course of each full-time

shift. When operational needs require or allow, the Manager or Supervisor may approve the combining of the two 15 minute breaks. These breaks will be scheduled by the supervisor.

ARTICLE XIII
Bereavement Pay

All full-time and part-time employees are eligible to receive bereavement pay for time off associated with the death of family member or close personal friend as defined below.

| Eligible Paid Bereavement Leave | Loss of Employee's |
|---------------------------------|--|
| Up to 5 days | Spouse, father, mother, or child (includes natural/step/adopted/foster/ in-laws) |
| Up to 3 days | Sister, brother, grandparent, grandchild (includes natural/step/adopted/foster/ in-laws) |
| 1 day | Aunt, uncle, niece, nephew, cousin and great grandparent (includes natural/step/adopted/foster/ in-laws) |
| 1 day maximum per calendar year | Employee's close personal friend or relative not listed above. |

Any employee needing bereavement leave shall notify his/her immediate supervisor/manager as soon as possible of the funeral arrangements and anticipated time off needs. All leaves are subject to approval and management discretion based upon circumstances.

Approved bereavement leave will be paid for the employee's normally scheduled hours per day on scheduled workdays missed. Bereavement days must be within fourteen (14) calendar days following the death, unless there are extenuating circumstances. In such cases, the Union and Director of Human Resources shall make every effort to work collaboratively to resolve such conflict. Additional time off needs may be requested as PTO and are subject to approval.

If death of the employee's spouse, child, father, mother, sister, brother, including step, foster, in-law or adopted family members occurs during paid vacation, such vacation hours will be replaced with bereavement pay according to this article.

Management may request documentation to substantiate the bereavement leave need.

ARTICLE XIV
Health and Welfare

Section 1. The Hospital shall offer a health insurance plan to members of the bargaining unit. The plan offered shall be the same plan as ThedaCare offers to other similarly situated employees of ThedaCare. This means that the plan design, benefits provided, co-pays, deductibles and employee

contributions to the cost of the plan shall be the same as that provided to other similarly situated employees of the ThedaCare. ThedaCare has the right to make changes to the plan, provided however that the plan, as changed, remains the same as the plan offered to other similarly situated employees of ThedaCare. Before making changes to the plan the Hospital will provide notice of the change to bargaining unit employees and to the Union.

ARTICLE XV General Provisions

Section 1. There is no intent by either party to transgress any federal, state or local laws of any nature whatsoever, and no provisions herein shall be executed if found to be a transgression of said laws; however, the remaining clauses shall remain in full force and effect.

Section 2. It is agreed by the Hospital that employees in the described bargaining unit will not be permitted to enter into any permanent individual agreement or contracts, either individually or collectively.

Section 3. An employee working in a classification paying a higher scale or wages will receive the higher wage for the full time spent in any such duty.

Section 4. Instruction and orientation will be the responsibility of supervision. As new techniques are developed, instruction will be provided by supervisors. After the employee has received the required instruction, he or she will be expected to maintain the average proficiency of the job classification.

Section 5. Visitation Rights. A representative of the Union desiring to visit the premises or confer at the Hospital with an employee in the bargaining unit may do so, provided reasonable prior notification is received by the Human Resources Director, or designee, and the purpose is pertinent to expediting a Hospital – Union matter. Collection of dues, organizing and personal matters are not considered pertinent. Such visitation or conferences shall not interfere with the orderly and efficient operation of the Hospital business. The Union representative shall be allowed to request meeting room space at the hospital for meetings. The Union representative shall contact the HR Director, or designee, in advance, to reserve the meeting room space.

Section 6. Bulletin Boards: The Hospital will permit the Union use of a bulletin board. Upon installation of the new time clocks, the Hospital will allow the Union an additional bulletin board. However, the Hospital may examine for approval any material to be placed thereon.

Section 7. Cooperation: Quality of care depends on individuals working together to meet the needs of the Hospital and its customers. All Theda Care employees share responsibility for maintaining a workplace environment that is respectful and professional.

Section 8. Stewards: A current list of authorized Stewards shall be presented in writing to the Hospital by the Union on a quarterly basis.

Employees shall have the right to have a Steward or Union Representative present during any investigatory or disciplinary meeting. Prior notification of the meeting shall be given to the employee. An employee may choose a Steward from the list provided by the Union.

Authorized Stewards shall have the authority to gather pertinent facts, assist employees in the processing of grievances in accordance with the terms, procedures, and limitations provided in this agreement when requested by the employee who initiates the grievance.

A grievance or alleged grievance occurs only when interpretation and application of this Agreement or the Rules and Regulations of the Hospital are at issue.

Section 9. Employees scheduled to work a shift or are called in to work by the Employer and who report for work as scheduled or called in, and are capable of performing such work, will be guaranteed two (2) hours of work or two (2) hours of pay.

Section 10. The Hospital agrees that in order to assure snow removal during the period of November 1st to April 1st it will pay on-call pay for weekends only for a maximum of two individuals in the Maintenance Department. The on-call pay shall be three dollars (\$3.00) per hour up to a maximum of 48 hours per individual. On-call pay shall be paid in accordance with this section for holidays between November 1st and April 1st.

Section 11. The hospital will count time spent by bargaining committee members in negotiating the Labor Agreement as Request Shift Off time for purposes of computing PTO.

Section 12. Retirement Plan: The ThedaCare Pension Plan includes employees of ThedaCare Regional Medical Center covered by this agreement. Effective December 31, 2009, the ThedaCare Pension Plan was frozen with all benefits as accrued and effective on that date remaining in full force and effect.

The employees of ThedaCare Regional Medical Center—Appleton covered by this agreement shall be eligible for the ThedaCare, Inc. 403(b) Retirement Savings Plan, as amended, on the same terms as provided to other similarly situated employees of ThedaCare, Inc. The Hospital will provide advance notice to the Union of any changes to the plan.

The Hospital agrees that for the life of this Agreement, it will not discontinue the ThedaCare Pension Plan or the ThedaCare, Inc. 403(b) Retirement Savings Plan, subject to the right of the Hospital to make or other changes necessary or desirable as a result of governmental regulations. The Union will be notified of changes in the pension plan or the 403(b) Retirement Savings Plan before such changes are placed into effect.

Section 13. On Call Pay: The Hospital agrees to pay on-call pay in the amount of three dollars (\$3.00) per hour in accordance with the Hospital's On Call Policy. The Hospital may increase on-call pay during the term of this Agreement for shifts/classifications in accordance with its business needs, so long as such changes apply to similarly situated, non-bargaining unit employees.

Section 14. Newly established and amended Human Resources policies shall be provided to the union stewards.

Section 15. On a monthly basis, the employer shall provide the union with a list of all newly hired employees in the bargaining unit. Employee union representatives shall be permitted the opportunity to meet with new bargaining unit employees at the Hospital during breaks and other non-work times for the purpose of providing information about the union.

Section 16. Corrective Action: Employees shall have the right to inspect, request correction of and respond to items contained in their personnel record as provided under Section 103.13 Wisconsin Statutes. Coaching and/or counseling sessions shall not be construed as disciplinary action. Disciplinary corrective action shall be documented in written form. Employees shall receive a copy of such documentation when placed in their personnel record.

The Hospital agrees to remove written attendance discipline from an employee's personnel record upon written request of the employee after 15 months.

Section 17. Union Management Meetings: The Hospital and the Union agree to hold Union-Management meetings. (See Side Letter of Agreement Union-Management Meetings for more information.)

Section 18. Members of the Union's Negotiating Committee, not to exceed three (3) members shall be released without loss of wages or benefits while negotiating with the employer, not to exceed three days, unless additional days are mutually agreed upon.

Section 19. New Employee Orientation: The Hospital will reserve meeting space once a month for a Union representative to orient new employees to the Union. The Hospital shall notify the Union one (1) week in advance of such orientation sessions.

Section 20. Referral Bonus: All bargaining unit team members will be eligible for the then existing system referral bonus program in alignment with other similarly situated employees.

ARTICLE XVI

Grievance Procedure

16.1 **Definitions/General Information:**

16.1.1 Grievance: A grievance shall mean an assertion by a member of the bargaining unit that there has been a violation, or misinterpretation of any of the provisions of this Agreement.

16.1.2 Working Day:
A working day is Monday through Friday, exclusive of weekends and recognized holidays under this contract.

16.1.3 Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of the Agreement allegedly violated, the time and place at which the alleged events or conditions constituting the grievance existed and, if known, the identity of the person or persons responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. Failure to provide such information in the grievance shall not be grounds for denying the grievance on procedural grounds. Grievances shall be signed by the grievant and dated, unless the grievant has been terminated.

Grievances involving suspensions or terminations shall start at Step 2 of the grievance procedure. All other grievances start at Step 1 of the grievance procedure.

16.1.4 Should it be necessary for a grievance to be presented during the working day, parties to the grievance will be released for the necessary time without loss of pay. In the event the Union is involved, those participating are limited to Union Representatives, witnesses or grievants and come under

the limits of this Article. Any grievance shall be considered settled at the completion of any step in the procedure. If the aggrieved party concerned fails to appeal within the timeframe established herein, the grievance will be deemed withdrawn. Parties may mutually agree in writing to extend the time limitation.

Union Representative may mean a Union Steward and/or Union Staff Representative.

16.2 **Procedure:**

16.2.1 Step 1: Any bargaining unit member or group of employees who feel they have a grievable issue shall file a written grievance with the immediate supervisor within twenty (20) working days after the grievant(s) knew, or reasonably should have known, of an incident giving rise to a grievance. The Union Representative may assist the grievant(s) in filing the grievance. The immediate supervisor and human resources shall meet with the grievant(s) and/or Union Representative within ten (10) working days of receiving the grievance. The immediate supervisor or human resources shall respond in writing within ten (10) working days of the meeting. If the grievance cannot be resolved, the matter may be appealed in writing to the Director of Human Resources, or designee, within ten (10) working days of receipt of the immediate supervisor's response.

16.2.4-2 Step 2: The Director of Human Resources, or designee, shall meet with the Union representative, the aggrieved and parties involved within ten (10) working days of the filing of the written grievance at this level, and shall attempt to resolve the problem. The Director of Human Resources, or designee, will respond to the grievance within ten (10) working days of such meeting. If the grievance cannot be resolved at this level, the grievance may be appealed in writing to the Administrator within ten (10) working days of receipt of the Director of Human Resources response.

16.2.3 Step 3: The Administrator shall meet with the aggrieved employee and any others involved within ten (10) working days of the grievance appeal, and shall attempt to resolve the issue. The Administrator shall issue a written response to the grievance within ten (10) working days of the Step 3 meeting. If the grievance cannot be resolved at this level, the Union may appeal the grievance to arbitration within ten (10) working days of receipt of the Step 3 response.

16.3 **Arbitration Procedures:**

16.3.1 The arbitrator will be agreed upon by the Hospital and the Union

representative. If agreement cannot be reached within twenty (20) working days of the above notification of intent to proceed to arbitration, a list of seven (7) names of arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). If agreement cannot be reached on one name on the list, each party shall strike a name alternately, until one name remains. This person shall then be designated as arbitrator. The striking order shall be determined by a coin toss.

- 16.3.2 The arbitrator selected or appointed shall meet with the parties on a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Hospital and the Union, which shall be final and binding upon both parties.
- 16.3.3 The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.
- 16.3.4 Both parties shall share equally in the costs and expenses of the arbitration proceedings, including filing fees and the fees and expenses of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. If the parties agree on a transcript, the cost of the transcript will be equally divided.
- 16.4 **Settlement of Grievance:**
- 16.4.1 In the event of a grievance, the employee shall perform the assigned work task and grieve the complaint later.
- 16.4.2 Any adjustment resulting from grievance outcomes under this provision shall not be inconsistent with the terms of this Agreement.

ARTICLE XVII
Management

The Hospital has the sole and exclusive right to determine the number of employees to be employed, the duties of each and the nature and place of their work, whether or not any of the work will be contracted out, and all other matters pertaining to the management and operation of the Hospital. As defined by case 28-CA-173726, the Hospital shall offer benefit plans to members of the bargaining unit. The plans offered shall be the same plan as ThedaCare offers to other similarly situated employees of ThedaCare. This means that the plan design, benefits provided, co-pays, deductibles and employee contributions to the cost of the plan shall be the same as that provided to

other similarly situated employees of ThedaCare. ThedaCare has the right to make changes to the plan, provided however that the plan, as changed, remains the same as the plan offered to other similarly situated employees of ThedaCare. Before making changes to the plan the Hospital will provide notice of the change to bargaining unit employees and to the Union.

ARTICLE XVIII
Strikes and Lockouts

The Union agrees for itself and its members, that there shall be no picketing, strikes, sympathetic strikes or sit-downs for any reason whatsoever, or any other work interruption, and the Hospital agree that there shall be no lockout during the life of this Agreement, it being the mutual desire of both parties hereto to provide for uninterrupted and continuous service. Employees violating this article shall be subject to immediate discharge.

ARTICLE XIX
Duration of Agreement

This Agreement and provisions hereof shall supersede all previous agreements between the parties hereto, and shall be in full force and effect on both parties from November 10, 2019 to April 30, 2021, and thereafter from year to year unless mutually changed and modified by the parties hereto at the end of any such year by either party upon ninety (90) days prior written notice delivered to the other.

Dated this _____ day of _____, 2020.

FOR THE HOSPITAL:

FOR THE UNION:

Maggie Lund

Ramón Argandoña

Brian Sterns

Crystal Martzall

Jon Anderson

Eric Ashline

Donna Krause

Mark Heinrich

Attachment A
Wage Schedule
Bargaining Unit
Effective November 10, 2019

| Job Class | Job Title | Minimum | Year One Maximum (effective on ratification date) | Year Two Maximum (effective June 2020¹) |
|------------------|---|----------------|--|---|
| BU01 | | | | |
| 9620BU | Custodian | \$11.45 | \$16.61 | \$16.78 |
| 9344BU | Groundskeeping Assistant | \$11.45 | \$16.61 | \$16.78 |
| BU02 | | | | |
| 9331BU | Food Service Assistant | \$12.25 | \$15.98 | \$16.14 |
| 9707BU | EVS Technician | \$12.25 | \$15.98 | \$16.14 |
| BU03 | | | | |
| 9343BU | CNA - Clinical Resource Team 2 TCA (Benefitted) | \$13.11 | \$17.24 | \$17.41 |
| 9441BU | Certified Nursing Assistant | \$13.11 | \$17.24 | \$17.41 |
| BU04 | | | | |
| 9329BU | Cook | \$14.03 | \$18.57 | \$18.76 |
| BU05 | | | | |
| 9203BU | Sterile Processing Technician | \$15.01 | \$18.57 | \$18.76 |
| BU06 | | | | |
| 6300BU | Mechanic | \$18.39 | \$27.14 | \$27.41 |
| BU07 | | | | |
| 6315BU | Painter | \$19.67 | \$29.25 | \$29.54 |
| 6301BU | Carpenter | \$19.67 | \$29.25 | \$29.54 |
| 6305BU | Electrician | \$19.67 | \$29.25 | \$29.54 |
| BU08 | | | | |
| 6299BU | Mechanic (BU Grandfathered) | \$21.05 | \$31.55 | \$31.87 |
| 6302BU | Carpenter (BU Grandfathered) | \$21.05 | \$31.55 | \$31.87 |
| 6306BU | Electrician (BU Grandfathered) | \$21.05 | \$31.55 | \$31.87 |
| 6309BU | HVAC Mechanic | \$21.05 | \$31.55 | \$31.87 |
| 6311BU | Electrician, Master | \$21.05 | \$31.55 | \$31.87 |
| 6314BU | Painter (BU Grandfathered) | \$21.05 | \$31.55 | \$31.87 |
| 6316BU | Plumber | \$21.05 | \$31.55 | \$31.87 |
| 6317BU | Power Plant Operator, General Maintenance | \$21.05 | \$31.55 | \$31.87 |

SIDE LETTER OF AGREEMENT

Union-Management Meetings

The Hospital and the Union agree to hold Union-Management meetings at least once per quarter, with the first meeting to be held no later than two (2) months after the ratification of the 2017 – 2019 collective bargaining agreement. The Hospital and Union may mutually agree to additional meetings, at a mutually agreed upon date or time. The parties may mutually agree to cancel any individual meeting and will attempt to reschedule at the time of cancellation.

The focus of the meetings is to review issues that are affecting the Union or the Hospital. Topics of discussion at the meetings may include, but are not limited to concerns related to staff levels, time between shifts, number of shift rotations, health insurance, rates of pay for new hires, workload, work assignments, mandatory overtime, floating and orientation and training of employees.

The Hospital shall meet and discuss with the Union at the earliest possible Union-Management meeting their intentions regarding any of the following:

- 1.) Plans to reduce, eliminate or merge a unit, program or service;
- 2.) Reduce the number of filled full-time equivalences in bargaining unit positions;
- 3.) Layoff employees or reduce regular hours for employees due to contracting out of work.

Attendance will include the co-chairs (one union-appointed and one management-appointed) and up to three (3) union-appointed members and up to three (3) management-appointed employees. Either side may have additional participants to improve the discussion on specific issues relevant to the agenda. Employees shall be paid for time spent at the meeting and any mutually agreed upon assignments.

Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor to modify, add to, or detract from the provisions of this Agreement, and grievances shall not be considered proper subjects at such meetings.

The Hospital will come prepared with information, data and documents necessary to have an informed discussion around the agenda items based on the agenda established before the meeting between the Hospital and the Union. If the agenda is finalized at least two weeks ahead of the scheduled meeting, the Hospital will provide the Union with such information, data and documents at least one week prior to the meeting.