

**AGREEMENT**  
**BETWEEN**  
**GUNDERSEN MOUNDVIEW MEMORIAL HOSPITAL & CLINICS**  
**AND**  
**SEIU HEALTHCARE WISCONSIN**  
**MAY 22, 2019 TO**  
**DECEMBER 31, 2021**  
  
**(NURSES AND TECHS)**

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ARTICLE 1  
Recognition

The Hospital recognizes SEIU Healthcare Wisconsin as the exclusive bargaining representative for full-time and regular part-time licensed practical nurses as certified in National Labor Relations Board Case 30-RC-4356. The Hospital also recognizes SEIU Healthcare Wisconsin as the exclusive bargaining representative for full-time and regular part-time registered nurses and medical technologists as certified in National Labor Relations Board Case 30-RC-4357. The Hospital also recognizes SEIU Healthcare Wisconsin as the exclusive bargaining representative for full-time and regular part-time medical laboratory technicians. The Hospital recognizes SEIU Healthcare Wisconsin as the exclusive bargaining representative for casual employees who meet the standards set forth in Article 3, Section 4 of this Agreement (Casual Employees).

ARTICLE 2  
Non-Discrimination

The Hospital and the Union are expressly committed to promoting and maintaining nondiscrimination in all aspects of recruitment and employment of individuals at all levels throughout the organization with regard to race, color, creed, religion, sex, ancestry, national origin, gender, gender identity, age, disability, developmental disability, physical condition, pregnancy, military or veteran status, sexual orientation, arrest or conviction record, marital status, genetic testing, union membership and any other status protected by State or Federal Law.

Neither the Hospital nor the Union shall discriminate against Employees who receive a leave under the Federal/State Family and Medical Leave Act nor will either party discriminate against Employees who are protected by the Americans with Disabilities Act.

The Hospital shall provide a work environment whereby employees are free of harassment of any kind including but not limited to sexual, physical, verbal, psychological harassment, bullying, belittling employees, etc.

ARTICLE 3  
Employee Definitions

Section 1. Full-Time Employees.

Full-time employees are those employees regularly scheduled to work 30 hours per week on a regularly scheduled basis. Full-time employees shall be entitled to full benefits as provided in this Agreement.

Section 2. Part-Time Employees.

Part-time employees are those employees regularly scheduled to work less than 30 hours per week. Part-time employees shall receive pro-rated benefits as provided in this Agreement if they work an average of twenty (20) hours per week or more over the preceding three (3) months.

Section 3. Temporary Employees.

Temporary employees are those employees hired for a predetermined period of time not to exceed one hundred and twenty (120) consecutive calendar days. These employees are informed at the time of hire that their employment is temporary and they are not entitled to employee benefits, do not accrue seniority, are terminated at the end of the temporary employment, and are not a part of the bargaining unit.

Section 4. Casual Employees.

Casual employees are employees hired other than in the categories previously determined who are substitute or flexible scheduling employees. Casual employees do not receive fringe benefits, do not accrue seniority, are hired on an as-needed basis, and are a part of the bargaining unit.

ARTICLE 4  
Probation

Section 1.

The probationary period for all employees shall be the ninety (90) calendar days of employment during which time these employees may earn, but not accrue, seniority or any of the other accrual benefits specified in this Agreement except for straight time and overtime work actually performed. Upon successful completion of the probationary time, the accrual of seniority and other benefits shall be credited from the first day of work.

Section 2.

Probationary employees may be terminated with or without cause for any reason and termination within the first ninety (90) calendar days shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 5  
Seniority/Layoff/Reduction in Force

Section 1.

Seniority is defined as an employee's length of continuous service gained by job classification with the Hospital.

Section 2.

A reduction in force and/or layoff shall be in the reverse order of seniority in the bargaining unit and job classification affected with casual, temporary and probationary employees (within nurses) to be laid off first. The Hospital reserves the right to maintain an appropriate mix of full and part-time employees and to assure the level of competency of employees within a particular position or unit. In such cases, the reduction in force or layoff may not strictly follow the reverse order of seniority. In maintaining an appropriate mix of full and part-time employees the more senior

employee shall have the right to bump a less senior employee without regard to full or part-time position. Recall from a reduction in force or layoff shall be in inverse order of reduction or layoff.

### Section 3.

Prior to using the layoff procedure described in Section 3, the Hospital shall first seek volunteers to accomplish the necessary reductions. Hospital will also advise the Union at the same time as the employee, generally two (2) weeks in advance of any layoffs, reductions in hours or other reductions in force and will meet with the Union representative to discuss the effect.

### Section 4.

Seniority shall cease for the following reasons:

- A. Failure to report to work for a period of three (3) working days without notifying employee's supervisor.
- B. Quitting. Employees who voluntarily terminate employment but are then rehired by the Hospital within 30 days retain their seniority. The Hospital is not under any obligation to rehire any such employee.
- C. Discharge for just cause.
- D. Continuous layoff for one (1) year or length of seniority, whichever is shorter.
- E. Failure to return to work within seven (7) calendar days after expiration of a leave of absence.
- F. Failure to return to work within seven (7) calendar days after receipt of recall notice sent by registered mail to the employee at his/her last known address.
- G. Is on any type of leave for more than one year.

### Section 5.

Any bargaining unit employee who is promoted or transferred to a Gundersen Moundview employment position outside the bargaining unit, and then returns to the former or similar bargaining unit position within 48 months of leaving, shall be restored to the wage rate the employee would have been earning had the employee been continuously employed in the bargaining unit position without leaving.

## ARTICLE 6 Discharge and Discipline

The Hospital shall discipline, suspend or discharge employees who have completed their probationary period, for just cause only. All employees shall have the right to have a Worksite Leader present at any meeting with supervisors and/or management when such meetings are accusatory or disciplinary in nature. The Hospital will, staffing permitting, make reasonable

efforts to provide coverage for the work site leader to attend the meeting. The Union shall receive copies of all disciplinary actions within three (3) working days of the disciplinary action.

Any materials relating to discipline for which there has been no reoccurrence shall not be used as a basis for progressive discipline in any future matters based on the time frames below:

- A. For verbal warnings: three (3) months);
- B. For written warnings: twelve (12) months;
- C. For suspensions: twenty-four (24) months except for subsequent infractions of the same work rule.

ARTICLE 7  
Performance Improvement Plan

A written Performance Improvement Plan (PIP) is a tool used by the Hospital to assist an employee in improving identified performance concerns. The intent of the PIP is to allow the employee to succeed in their position with the Hospital and to provide constructive feedback to insure position expectations can be met by the employee. PIPs are nondisciplinary in nature but may be used in conjunction with discipline. The employee and the Union office shall be notified in writing of the placement of the employee on the plan, provided with a copy of the plan, and notified of the completion of the plan.

ARTICLE 8  
Grievance Procedure

Section 1.

A grievance is hereby defined as a dispute concerning the meaning or application of this Agreement. A grievance must be initiated within fifteen (15) working days that the employee knew or should have known of the events giving cause to the grievance. In the event of a grievance involving discharge, the procedure shall start at Step 3. Working days shall be defined as a day other than a Saturday, Sunday, or Holiday provided by this Agreement. Grievances may be filed and processed through the procedure outlined herein.

Step 1. Prior to filing a formal written grievance, the employee having a grievance must attempt to meet with the immediate supervisor or human resources to attempt to mutually resolve the matter. The employee may choose to be accompanied by a Union Worksite Leader at this or any subsequent step in the grievance procedure. The employee's supervisor shall respond to the grievance no later than five (5) working days after the meeting.

Step 2. If a satisfactory settlement is not reached in Step 1, the employee, Worksite Leader, or Union representative shall reduce the grievance to writing and present it within five (5)



working days following the response in Step 1 to the employee's department head. The department head shall respond in writing to the grievance within five (5) working days.

Step 3. If a satisfactory settlement is not reached in Step 2, the Worksite Leader, employee and/or Union representative shall present the written grievance to the Director of Nursing within five (5) working days following the response in Step 2 (or by the end of the seventh (7<sup>th</sup>) working day following the date upon which the employee is discharged). The Director of Nursing shall convene a meeting to include the employee, Worksite Leader and/or Union representative, and such other persons as may be necessary to resolve the grievance, as soon as possible. The Director of Nursing shall provide a written decision within ten (10) working days following the meeting.

## Section 2.

In the event the grievance (as defined in Section 1) has been timely processed through the specified procedure and remains unsettled, the Union shall have the right at any time within fourteen (14) working days, following receipt of the Hospital's Third Step answer to file for arbitration. If notification of arbitration is not received by email, fax, or Certified Mail by the Hospital within fourteen (14) working days following the Hospital's answer to Step 3, the grievance shall be considered settled, and the employee and the Union shall have no further recourse over that grievance.

The Union shall send a request for arbitration to the Wisconsin Employment Relations Commission within forty-five (45) calendar days following the receipt of the Step 3 decision. The parties may mutually agree to use an alternative arbitrator or arbitration service.

In the event the parties are proceeding with WERC, a panel of five (5) arbitrators will be requested and the grieving party shall have the first strike.

## Section 3.

The sole authority of the arbitrator is to render a decision as to the meaning or application of this written contract with respect to the dispute. Each arbitration proceeding shall be held at such place and at such time as shall be mutually agreed upon by the Hospital and the Union and if they cannot agree, then the arbitrator shall designate the place and time.

At any time before the commencement of the hearing, either party may demand that the proceedings be recorded by a court reporter, in which case the arbitrator shall make the arrangements to secure the attendance of a court reporter to record all the testimony and all the proceedings. The reporter shall transcribe the notes of the hearings within 20 calendar days from the completion of the hearing, and a copy of the transcript shall be furnished to the arbitrator and the cost will be shared equally by the parties. The cost for other copies of the transcript will be borne by the party requesting the transcript. All witnesses shall be duly sworn. The arbitrator shall have the power to compel the attendance of witnesses and to require either party to produce records or documents which are pertinent to dispute. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall render his/her decision, which shall be final and binding upon all parties, with 45 calendar days following the arbitration hearing. The arbitrator

will have no authority to legislate or change or modify or add to the agreement. Any matter beyond the authority of the arbitrator will be returned without decision or action.

#### Section 4.

All grievances will be handled solely in accordance with the Grievance Procedure. Any time limit set forth in this Article shall be strictly construed, unless modified or extended by written agreement between the parties. However, unless thus modified or extended, failure to observe the time limits set forth at any stage of the Grievance Procedure will cause the grievances to be deemed satisfactorily adjusted in the status existing in the last prior stage.

### ARTICLE 9

#### Working Hours, Shift Premiums, Overtime, Call-In

##### Section 1.

The Hospital operates twenty-four (24) hours a day, seven (7) days a week. This means that employees must be available for work during these times, as scheduled by the Hospital. The Hospital will attempt to distribute weekend time off evenly.

##### Section 2. Work Schedules.

A. The work schedules for each department employees other than nurses will be posted fourteen (14) calendar days in advance, and are subject to changes from time to time as conditions warrant. When changes are made to the work schedule, affected employees shall be notified personally (telephonically or otherwise) with as much notice as reasonable under the circumstances. Employees wishing any special schedule arrangement must make the request (in writing) sufficiently prior to posting so that it can be considered in preparing the work schedule. Employees may sign up for entire vacant shifts following the seniority process for seven (7) calendar days after the schedule is posted. After seven (7) calendar days no bumping will be allowed.

B. The order of scheduling for nurses shall be as follows:

1. Place all regular full-time and part-time nurses on the tentative schedule by seniority (honoring employee requests by seniority) up to their FTE of record;
2. Use casual nurses to collective fill up to three (3) remaining entire vacant shifts per department by seniority.
3. Post tentative schedule and vacant shifts for seven (7) calendar days for regular full-time, part-time and casual nurses to sign up for any entire shift on any day on the schedule;
4. Assign by seniority regular full-time, part-time, and casual nurses who have signed up for extra entire shifts to fill the entire vacant shifts with non-overtime shifts having precedence over any overtime shifts. The following assignment order will be followed:

- Non-overtime regular part-time RNs by seniority;
  - Overtime regular full-time and part-time RNs by seniority;
  - Non-overtime regular part-time LPNs by seniority;
  - Overtime regular full-time and part-time LPNs by seniority;
  - Non-department bargaining unit employees by seniority;
  - Bargaining unit casual employees with RNs having preference over LPNs.
5. The tentative schedule will then be “balanced” to attempt to equalize the number of nurses scheduled on a given shift each day. The schedule will be balanced in reverse scheduling order (first, casual nurses will be asked to switch to a different day; second, extra shifts in reverse seniority order will be asked to switch to a different day; then, regular employees will be switched to a different day in reverse seniority order). Employee requests shall not be affected by balancing.
  6. The final schedule will then be created and posted along with a sign-up sheet for any remaining vacant shifts on a first-come first-served basis, at least fourteen (14) days in advance of the start of the schedule.
  7. RNs have priority for entire vacant shifts over LPNs regardless of seniority or overtime status.

### Section 3. Casual Employees.

1. Casual employees have no guaranteed hours.
2. Casual employees may be allowed to work in more than one designated service area as long as their competencies are maintained.
3. There is no holiday requirement for casual employees. Casual employees who work on a holiday shall receive one and one-half (1 1/2) times their base rate of pay.
4. Casual employees shall be compensated for overtime as set forth in Article 9, Section 5A.
5. Casual employees shall receive the following premiums and differentials:
  - Weekend differential of \$2.00 per hour for RNs and LPNs.

### Section 4. Shift Premium.

RNs and LPNs shall receive a shift differential of \$1.25 per hour for all hours worked between 3:00 p.m. and 11:00 p.m. RNs and LPNs shall receive a shift differential of \$2.50 per hour for all hours worked between 11:00 p.m. and 7:00 a.m. Medical technologists and medical laboratory technicians shall receive a shift differential of \$1.05 per hour for all hours worked between 3:00

p.m. and 11:00 p.m. Medical technologists and medical laboratory technicians shall receive a shift differential of \$2.00 per hour for all hours worked between 11:00 p.m. and 7:00 a.m.

Shifts may be 8, 10 or 12 hours as established by the Hospital. Self-scheduling will be permitted if authorized by the department head.

#### Section 5. Overtime (A).

Except as provided in Section 5, time and one-half will be paid for all hours worked by an employee in excess of forty (40) hours in a normal seven (7) day period. For job categories specified by the Hospital, time and one-half will be paid for all hours worked by an employee in excess of eight (8) hours in one day or more than eighty (80) hours in a normal fourteen (14) day period. Overtime will not be pyramided (i.e., paid more than once for the same hour(s) worked).

#### Section 5. Overtime (B). Scheduled Double Shift.

Employees working a scheduled double shift sixteen (16) hours shall be paid for sixteen (16) hours.

#### Section 6. On Call/Call Pay.

Employees on 'on-call' status shall be paid an 'on-call' of \$2.50 for all hours they are 'on-call'.

Employees who are 'on-call' and are called in to work shall be paid at their standard rate of pay for the time they work with a minimum of two (2) hours of work or two (2) hours of pay each time they are called in to work, not to exceed four (4) times in an eight (8) hour period.

In low census situations, management reserves the right to place previously scheduled employees in On Call status. Beginning with the most senior scheduled employee, an employee may be asked to be on call for the remainder of their shift. The senior employee has the option to be on call for their shift and receive On Call pay or decline. If the senior employee declines, the next senior employee will be asked. Should all senior employees decline, the least senior scheduled employee will be placed on call. The On Call status shall remain for the time period of the originally scheduled shift. If placed On Call under such circumstances, the employee will receive On Call pay pursuant to this Section.

#### Section 7. Call Pay/Scheduled Day Off.

When an employee is called in to work during nonscheduled work hours or a scheduled day off, the employee will receive pay for all hours worked plus two (2) hours of pay, unless the employee is notified at least eight (8) hours in advance before the start of his/her shift. NOTE: This does not apply to those who are at work.

#### Section 8.

In the event of a vacancy and/or need for additional staff, the Hospital shall call the employee (RN) (LPN) by seniority, starting with the most senior employee (excluding supervisory personnel). However, the Hospital may call non-overtime employees first by seniority to prevent an additional burden of cost to the Hospital.

The employee shall not and is not required to provide a reason for not accepting additional time or hours. Said employee shall not receive any disciplinary action for refusal of requested additional time or hours.

In the event an employee does not answer the telephone or is not able to commit to work the vacancy during the telephone call, then the Hospital will move on to call the next appropriate employee on the seniority list. Once an employee has agreed to work the vacancy/need for additional staff; he or she may not be bumped by a senior employee.

#### Section 9. Charge Pay.

In the event the Hospital assigns a nurse as Charge Nurse in the absence of a supervisor or Clinical Director, the charge nurse will be in the building and documented on the daily assignment sheet for each shift, and paid charge nurse pay of \$2.00 per hour. Nurses assigned charge nurse duties cannot refuse such assignment. The Hospital may in its discretion, but shall not be required to, temporarily extend charge pay of \$2.00 per hour to any bargaining unit employee specifically assigned to perform charge/lead duties outside his or her normal responsibilities, as for example, an employee who is temporarily assigned to perform the duties of a team leader who is on vacation.

#### Section 10. Unscheduled Weekend Hours.

Employees, excluding weekend program employees, that pick up any extra weekend hours that they would not have otherwise worked shall receive time and one half (1 1/2) times pay for hours worked, and call in pay referenced in Section 7 of this Article does not apply to hours covered in this section.

#### Section 11. Orientation Pay.

RNs/LPNs assigned to train new employees within the Hospital's orientation program shall receive an additional \$1.75 per hour for those hours assigned, in addition to the employee's regular hourly rate.

#### Section 12. Extra Pre-Scheduled Shifts.

Employees that sign up for and work extra pre-scheduled shifts of eight (8) hours or more shall receive an additional \$30.00 per shift. Call-in pay referenced in Sections 6 and 7 of this Article does not apply to shifts covered by this section.

#### Section 13. Weekend Differential.

RNs and LPNs regularly scheduled to work on a weekend, excluding weekend program employees, shall receive an additional \$2.00 per hour for all hours worked on such weekends. Medical technologists and medical laboratory technicians regularly scheduled to work on a weekend, excluding weekend program employees, shall receive an additional \$1.50 per hour for all hours worked on such weekends.

#### Section 14. Low Census.

In low census situations, beginning with the most senior scheduled employee, an employee shall be offered low census for their shift. The senior employee has the option to take the low census or work. If the senior employee declines low census, the next senior employee will be asked. Should all senior employees decline low census, the least senior scheduled employee will be on low census.

For situations where the low census is known prior to the shift, employees will be phoned in the order outlined in the preceding paragraph. If an employee does not answer the phone or declines low census during the call, then the Hospital will move on to call the next appropriate employee on the seniority list.

Employees who are on low census do not lose their FTE status or benefits.

### ARTICLE 10 Sickness

#### Section 1. Sick Leave.

All current bargaining unit employees shall receive three (3) days sick leave which can only be used to compensate employees at their regular hourly rate of pay for the first three (3) scheduled work days of the disability waiting period. I.e.; no payment for immediate hospitalization but only for first three (3) days of disability coverage. NOTE: You must have been paid for at least one (1) day of disability. These sick days may not be used for any other purpose. The maximum accrual is two (2) - three (3) day periods and will be lost if not used. Shall renew each July 1 of contract period.

#### Section 2. Health/Dental Insurance.

The Hospital shall contribute the following toward the cost of the lowest cost premium for single health and dental insurance coverage for full-time employees regularly working at least 30 hours per week on an FTE of record basis who are enrolled in such coverage: 85% in 2015, 82.5% in 2016, 80% in 2017, and 80% in 2018. The Hospital shall contribute 75% of the cost of the premium for family health and dental insurance coverage for full-time employees regularly working at least 30 hours per week on an FTE of record basis who are enrolled in such coverage.

The Hospital shall designate the insurance carriers and may change carriers from time to time, provided the coverage available to the employees remains essentially similar. The Hospital will discuss the changes with the Union.

#### Section 3.

Employees laid off shall receive payment by the Hospital of the Hospital's contributions toward laid off employee's health insurance cost as described above. This payment shall be for the health insurance plan that the employee was currently participating in at the time he or she was laid off by the Hospital for a period of time not to exceed three (3) months. In the event the employee was

not participating in any health insurance plan offered by the Hospital, then he or she will not be eligible for any payments.

In order to be eligible for this health insurance premium payment, the laid off employee must not have health insurance available to him or her through any other source and must affirm this fact in writing to the Hospital each month in order to be eligible for this health insurance premium payment.

#### Section 4. Physical Exams.

Physicals or examinations requested by the Hospital shall be paid for by the Hospital. The Hospital may designate the physician or the employee may have his/her physician perform the examination and report the results to the Hospital, in which case the Hospital will reimburse the employee out of pocket expenses up to the amount of what the Hospital usually pays its physician(s) for the examination(s).

#### Section 5. Disability Insurance.

The Hospital has short-term medical disability insurance for full-time employees regularly working at least thirty (30) hours per week. The Hospital shall pay the premium for those eligible.

#### Section 6. Notice.

Employees who are prevented by sickness from reporting to work must promptly notify the supervisor before the shift begins to allow for staffing adjustment. If the sickness continues, employee shall call in to keep the supervisor informed. If the sickness exceeds eighteen (18) calendar days, the Hospital may require up to seven (7) calendar days notice of return to work. If the employee is released to return to work prior to that time, the Hospital will make reasonable efforts to do so. There shall be no bumping of bargaining unit employees. If an employee is not returned to work before seven (7) calendar days, the employee shall be placed on layoff status for the remaining period of time or may use benefit time at the discretion of the employee.

#### Section 7. Verification.

The Hospital may require the employee to provide written verification of illness from a physician or the Hospital's health service.

#### Section 8. Falsification.

Falsification of sick leave information is dishonesty and cause for discipline or discharge.

#### Section 9.

Any employee who misses a scheduled weekend of work because of illness, accident or injury which shall be verified by a physician's statement will not be required to make up the scheduled weekend missed. An employee who is required to make up a weekend must be scheduled within an eight (8) calendar week period from the date of the scheduled weekend not worked. No

employee will be required to make up a scheduled weekend missed after the eight (8) calendar week period.

**ARTICLE 11**  
**Paid Time Off**

**Section 1.**

All regular full-time employees shall accrue paid time off (PTO) according to the following schedule earned over the course of the calendar year in which it accrues. All regular part-time employees who average 20 hours per week or more over the preceding three (3) months shall accrue PTO according to the following schedule on up to a maximum of 2,080 eligible hours. Accrual begins at date of hire. Progression through the PTO scale will be measured based upon completed years of service as of January 1.

<u>Completed years of service</u>	<u>Accrual per Eligible Hour</u>	<u>PTO for 2080 Eligible Hours</u>
<u>0-4 years</u>	<u>0.08077</u>	<u>21 days</u>
<u>5-9 years</u>	<u>0.10000</u>	<u>26 days</u>
<u>10+ years</u>	<u>0.12308</u>	<u>32 days</u>

For purposes of PTO accrual, eligible hours includes all paid hours plus designated low census hours but excludes on-call time, paid hours upon separation, and unpaid leave time.

No more than 200 total hours may be carried over to the next calendar year. Unused accrued PTO over 200 total hours will be lost.

**Section 2.**

Scheduling time off must be coordinated with the employee's supervisor. Every effort will be made to accommodate the employee's request for time off, based upon the staffing needs of the department. PTO only applies on days the employee is otherwise scheduled to work. Accrued PTO must be used any time an employee is off work during scheduled work time with the exceptions of FMLA, Worker's Compensation, Jury Duty, Bereavement Leave, Short Term Disability, and designated low census hours.

**Section 3.**

Employees scheduled or who volunteer to work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas day shall receive time and one-half pay for all hours worked on the holiday.



#### Section 4.

Accumulated PTO is paid out to an employee in a lump sum payment at 100% of its value as of the date of termination of employment, or upon retirement. A terminating employee cannot use PTO to extend their employment past their last day worked.

#### Section 5. PTO Requests.

Each unit shall develop a yearly calendar for PTO requests beginning on February 16. All PTO requests must be submitted between January 1 and January 31 for the period between February 16 and February 15 of the following year. More senior employees shall have preferences in choosing PTO dates. PTO times must be approved or denied by the department head by no later than February 15. Requests submitted after January 31 for the upcoming PTO year shall be approved or denied on a first-come, first-serve basis with seniority prevailing for same day requests. Requests for times of PTO must be made sufficiently far in advance so that the department work schedules may be timely prepared. PTO request must be approved or denied by the department head within 30 calendar days of the request. Every effort will be made to accommodate the employee's request for time off, based upon the staffing needs of the department.

When the departmental PTO schedule has been completed, an employee desiring to change his/her scheduled PTO time(s) may not exercise seniority preference to compel a less senior employee to change his/her scheduled PTO.

If an employee finds an approved, qualified person to work for him/her, management will not deny the employee's request for the purpose of using the same person to fill staffing needs.

#### Section 7.

If requested PTO is denied by the Hospital, the employee has the option of receiving pay for the PTO hours requested or to reschedule said PTO hours at a later time, if possible. PTO hours paid in lieu of taking PTO shall be paid at regular time, not overtime. No PTO request will be unreasonably denied.

#### Section 8.

All employees who have earned three (3) or more weeks PTO may request up to three (3) consecutive weeks of PTO at one time which may be granted subject to administrative approval.

#### Section 9.

Employees, if granted PTO time off, will be allowed to use said time off without being required to find his/her own replacement.

If employees are required to work or volunteer on a holiday, they shall receive premium pay at the rate of time and one-half (1.5) pay for the hours actually worked.

Weekend program employees who work a weekend holiday shall receive time and one-half (1.5) their base rate of pay.

Section 10.

Temporary employees will not receive PTO.

Section 11.

For employees scheduled to work Christmas Day, December 25<sup>th</sup>, an effort will be made to also schedule them Christmas Eve, December 24<sup>th</sup>. For employees scheduled to work New Year's Day, January 1<sup>st</sup>, an effort will be made to also schedule them New Year's Eve, December 31<sup>st</sup>. For employees scheduled off Christmas Day, December 25<sup>th</sup>, an effort will be made to schedule them off Christmas Eve, December 24<sup>th</sup>. For employees scheduled off New Year's Day, January 1<sup>st</sup>, an effort will be made to schedule them off New Year's Eve, December 31<sup>st</sup>. These are the only holidays affected by the above.

Section 12.

Regarding bargaining unit employees who work weekends. When possible if it is your holiday to work and it falls on your weekend off you will be expected to work even if it is your scheduled weekend off. Employees shall be allowed to trade or exchange holidays and weekends.

If Christmas or New Year's or 4th of July that the employee has scheduled "off" falls during the employee's scheduled weekend, the employee shall not be required to work that weekend.

NOTE: This will require being scheduled two (2) weekends in a row and then being off two (2) weekends in a row.

Section 13.

Where practicable, those employees not necessary to the operation of the Hospital shall not be required to work on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE 12  
Retirement Program

The Hospital has a retirement program consisting of employee contributions and certain matching Hospital contributions. Any contribution by an eligible employee in the minimum amount of two percent (2%) of his/her annual compensation or a maximum amount of four percent (4%) will receive an equal (matching) contribution from the Hospital. Any contributions made by an employee less than two percent (2%) will not receive an Hospital contribution. Any employee contributions in excess of four percent (4%) will receive a four percent (4%) contribution from the Hospital. The terms of the Plan document will control. Employees participating in the plan may elect to contribute a percentage of their salary beyond the maximum amount matched by the Hospital (4%), up to the maximum amount allowed by law and pursuant to the terms of the retirement plan.

Employees not currently in the plan will be eligible after working one (1) eligibility year with 1,000 hours of service.

ARTICLE 13  
Leave of Absence and Absence from Work

Section 1. Definition.

Employees cannot choose to take an unpaid leave of absence if they have paid leave time available. Employees may request a leave of absence for periods of up to three (3) months, at the discretion of the immediate supervisor. Employees must specify the dates of leave and the reason for the leave. The employee's supervisor will notify them as soon as is practical as to whether or not the leave is granted. The employee shall notify their supervisor of their return to work no later than two (2) weeks before the end of the approved leave period if the leave is greater than 2 weeks.

If additional time is required, a second written request must be submitted to the employee's supervisor. The second request must state how much more time is needed and the reasons for the additional leave. The leave request may or may not be granted.

Section 2. Educational Leave.

A leave of absence without pay may at the discretion of the Hospital be granted for continuing education up to a total of nine (9) months for full-time and part-time students.

Section 3. Medical Leave.

A leave of absence without pay for medical reasons shall be granted by the Hospital in increments not to exceed ninety (90) calendar days. The length of a medical leave, including FMLA, if any, shall not exceed a total of twelve (12) months unless otherwise required by law or authorized by the Hospital.

Any medical leave shall be based upon a physician's recommendation and verification by a physician designated by the Hospital at Hospital expense. Maternity leave shall be considered as a medical leave under this article.

Section 4. Request Procedure.

Requests for leaves of absence and extensions thereto shall be made in writing to the HR department and must be approved, in writing, by the HR department. Where possible, requests shall be submitted four (4) weeks in advance of the effective date of the leave. The Hospital shall respond to a timely request within two (2) weeks. Prior to taking leave, an employee shall make use of all earned PTO. The use of earned PTO shall not apply to medical leaves, as applicable by law.

Section 5. Return.

Employees returning from any leave of absence shall inform the Hospital in advance of their intent to return from a leave of absence. If possible, the employee will be given preference in filling vacancies for which they are qualified.

Section 6. Verification.

If requested by the Hospital, employees shall provide satisfactory corroboration of the need for the leave or its extension.

Section 7. Bereavement Leave.

A leave of absence without loss of pay, of one (1) working day but not more than three (3) working days, will be allowed an employee for the time necessary for the employee to attend the funeral and for necessary travel and funeral arrangement time in connection with the death of the employee's spouse, child, stepchild, parent, step parent, grandparent, grandchild, sister, brother, mother-in-law, or father-in-law. For each day lost from work for bereavement leave, the employee will receive pay for the number of hours that the employee was scheduled to work on such day or days. Important relationships, other than those defined above, will be considered on a case-by-case basis in consultation with the department manager and Human Resources.

Section 8. Jury Duty.

Employees called to jury duty shall be reimbursed for all regularly scheduled hours missed during such duty at their straight hourly rate provided juror payment is given to the Hospital.

ARTICLE 14  
Worksite Leaders

Section 1.

The Hospital recognizes the right of the Union to select not more than three (3) Worksite Leaders, who are employees, in the bargaining unit.

Section 2.

Worksite Leaders, upon approval from their supervisor, which shall not be unreasonably denied, shall be permitted to leave their work stations for a period of time not to exceed one (1) hour per day with pay:

1. To accompany and represent another employee at a meeting with management when such a meeting may result in disciplinary action;
2. To attend a meeting with representatives of the Hospital or Union when such meetings are necessary to present any adjustment of a dispute.
3. To present a request for adjustment which has been requested by an employee or group of employees;
4. To investigate a request for adjustment of a dispute so that the request can be presented;

Section 2.C. The Hospital shall allow one (1) Worksite Leader and/or Union Representative thirty (30) minutes to attend new employee orientation sessions to talk with the new employees in a harmonious and respectful manner. The employees may choose not to participate at their discretion. The Worksite Leader and new employee will be in paid status. The timing of the meeting shall be discussed amongst both parties. The Hospital shall have the final determination of the timing of the orientation schedule, with the requests by the Union not unreasonably denied.

Section 3.

The Union agrees to provide the Hospital with an updated written list of Worksite Leaders.

Section 4.

The Hospital agrees that there will be no discrimination against the authorized Worksite Leaders because of Union activity. Worksite Leaders shall not be hindered, coerced, restrained, or interfered with in the performance of their duties. No Worksite Leader shall leave his/her job while his/her presence is vital for the safe and efficient operation of the Hospital.

Section 5.

Members selected by members of the bargaining unit will be entitled to regular pay during negotiations, up to a sum total of 48 hours of bargaining team pay for attendance at collective bargaining negotiations to be allocated in the Union's discretion among bargaining team members per successor contract (e.g., 24 hours to two members or 12 hours to four members), provided they were scheduled to work the shift on which negotiations are being conducted. No overtime pay will be authorized for those hours of negotiation.

Section 6. Short Term Leave.

Three (3) leaves of absence per contract year shall be granted in order for employees to participate in Union activities. Each leave of absence shall not exceed five (5) workdays. Only one (1) employee can be off on leave at one time. The Union shall provide at least thirty (30) calendar days written notice prior to the posting of the permanent schedule for each leave.

Section 7. Long Term Leave.

A leave of absence for a period not to exceed one (1) year shall be granted to one (1) employee in order to accept a full-time position with the Union. The Union shall provide at least thirty (30) calendar days written notice prior to the posting of the permanent schedule for this leave. The employee shall not lose nor accrue bargaining unit seniority during this period. An employee returning before or at three (3) months shall return to his/her former unit and position. After three (3) but within six (6) months the employee shall return to a comparable position, if one exists.

ARTICLE 15  
Union Representation

Section 1. Visitation.

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 that prior notice is given to the Director of Human Resources or Director of Nursing.

Section 2. Bulletin Boards.

The Hospital will permit the Union the use of one (1) bulletin board. The Hospital may examine for approval any material to be placed thereon, provided such approval is not unreasonably withheld.

Section 3. Negotiations.

In negotiations with the Hospital, the Union will be represented by not more than four (4) persons who are members of the Union. The Union will keep the Hospital currently advised, in writing, of the names of the members of the Union Negotiating Committee, and the Hospital need not meet with or deal with any others.

ARTICLE 16  
Union Activities

Except where otherwise specifically provided in this Agreement, no union activities will be conducted in patients' rooms, public corridors or other public areas or in work areas at any time, and no employee will engage in any union activities while he or she is on duty. Union activities include such activities as dues collection, solicitation of members, distribution of union literature and other union information, and similar activities.

ARTICLE 17  
Cooperation and Respect

The Hospital and the Union agree to cooperate with one another in an effort to assure efficient operations, to serve the needs of patients and the community and to meet the highest standards in such service. The parties agree to act at all times in such a manner as to assure proper dignity and mutual respect.

ARTICLE 18  
Labor/Management Meetings

The parties agree that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Hospital. To this end, parties recognize that matters other than formal grievances may arise which may be appropriate to discuss in a labor-management meeting. Meetings will be scheduled upon reasonable request as frequently as are mutually agreed upon for discussion and/or resolution of reasonable and appropriate subjects, with the Hospital's representative and the Union's

representative in attendance. Management will, staffing permitting, make reasonable efforts to provide coverage for the work site leaders to attend the meeting. Up to two work site leaders in attendance at the meeting shall be in paid status.

ARTICLE 19  
Strikes and Lockouts

The Union agrees for itself and the employees covered by this Agreement, that there shall be no picketing, strikes, sympathy strikes, sit-downs or any other intentional disruption of the Hospital's operations and the Hospital agrees that there shall be no lockout during the life of the Agreement; it being the mutual desire of both parties to provide uninterrupted and continuous service at all times.

Employees violating this Article shall be subject to immediate discharge. Both parties mutually agree that disputes arising from this Agreement shall be settled through the grievance and arbitration procedure in order to provide continued and uninterrupted service to the community.

ARTICLE 20  
Management Rights

Except where otherwise provided in this Agreement, the Hospital has the sole and exclusive right to determine the number of employees to be employed, the duties of each and the manner, 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 including but not limited to the direction of all operations in the Hospital, establishment of reasonable work rules, the discipline of employees pursuant to Article 6, the assignment and transfer of employees, the determination of the number and classification of employees needed to provide services, the right to establish reasonable schedules of work, the right to hire, promote, schedule and assign employees, the right to lay off employees, the right to maintain efficient operations, take whatever action is necessary to comply with state or federal law, to introduce new or improved methods or facilities, to change existing methods, or facilities, to determine the means, methods and personnel by which operations are to be conducted and to take whatever action is necessary to carry out the functions of the Hospital in cases of emergency. This clause shall not be used for the purpose of destroying the bargaining unit.

ARTICLE 21  
Job Posting

Bargaining unit permanent job openings will be posted on designated bulletin boards for five (5) calendar days before permanently filling a position, but the Hospital may fill any opening on a temporary basis without posting. In the filling of any vacancy, qualified employees presently employed within the bargaining unit shall be preferred over other applicants. In the event two (2) or more qualified bargaining unit employees apply for the vacant position, the employee with the greater seniority shall be given preference in filling the vacancy.

ARTICLE 22  
Subcontracting

The Hospital agrees that in the event it becomes economically feasible to subcontract work performed by bargaining unit employees, the Hospital will advise the Union of its decision thirty (30) calendar days in advance (unless under the circumstances it is unable to do so) and will negotiate with the Union regarding its impact on the bargaining unit.

Where such subcontracting causes a reduction in the work force, a displaced employee shall be transferred to fill a vacancy within the bargaining unit, if any, for which he or she is qualified. If no such vacancy exists, the Hospital will so notify the Union in writing. If the Union makes a written request to the Hospital within ten (10) calendar days of the notice of no vacancy, the parties will bargain over an option of severance pay for the impacted employee.

ARTICLE 23  
Dues and Political Action Deductions

Section 1. Dues.

The Hospital shall deduct Union dues and initiation fees from each employee who has voluntarily authorized such deductions in writing to the Hospital. The deduction shall be made from the first (1<sup>st</sup>) two (2) periods of each month. A deduction shall be forwarded to an official designated by the Union to receive such check off deduction monies. The Hospital shall remit the dues payment to the Union within thirty (30) calendar days along with a list of dues payers in an electronic format.

Section 2.COPE Check Off.

The Hospital agrees to deduct and transmit to SEIU Healthcare Committee On Political Education (COPE), all monies deducted per pay period from the wages of these employees who voluntarily authorize such contributions on the form provided by SEIU Healthcare Wisconsin CTW, CLC for that purpose. These transmittals shall occur for each payroll period and forward to an official designated by the Union to receive such check-off deduction monies. The Hospital shall remit the COPE payment to the Union within thirty (30) calendar days along with a list of COPE payers in an electronic format.

Section 3. Indemnification.

The Union does hereby indemnify and shall save the Hospital harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Hospital, which Hospital action or non-action is in compliance with the provisions of this Article, and in reliance on any correspondence which has been furnished to the Hospital by the Union pursuant to this Article.



ARTICLE 24  
Lunch Periods

Employees are allowed a thirty (30) minute lunch period without pay. Lunch periods may be taken inside or outside of the building. However, employees are expected to be back at work on time. Lunch periods will be scheduled by the supervisor. Employees must clock out and back in for lunch periods only when leaving the building.

ARTICLE 25  
Rest Periods

An employee shall be entitled to two (2) fifteen (15) minute break periods in the course of each eight (8) hour shift. These breaks shall be as scheduled by the supervisor.

ARTICLE 26  
List of Employees and Policies

Section 1. List of Employees.

Each calendar quarter (January, April, July, and October) the Hospital will furnish the Union with an updated alphabetical list of name, address, phone number provided by the employee, work email address, hire date, seniority date, classification, rate of pay, total accumulated hours of employment with the Hospital, and total hours worked per pay period in the covered pay periods of each employee of the Bargaining Unit. Any new hires, terminations, and changes (classification, rate of pay, and/or contact information) from the previous month will be reported to the Union and Worksite Leader in a list including the above referenced items (for new hires and classification changes, shift will also be reported).

Section 2. Policies.

The Hospital will provide the Union with a copy of all personnel policies and work rules governing bargaining unit employees in effect as of the effective date of this agreement. Any changes made to those personnel policies and work rules shall be provided to the Union. The Union retains all legal rights with respect to personnel policies and work rules including, but not limited to, filing a grievance per Article 8.

ARTICLE 27  
Wages  
HIRING WAGE SCALE  
(Effective 5/20/2019)

Job Title	0	6 Months	1 Year	3 Years	5 Years	8 Years	10 Years	13 Years	15 Years	20+ Years
Licensed Practical Nurse	\$16.21	\$16.78	\$17.35	\$17.91	\$18.47	\$19.04	\$19.83	\$20.56	\$21.31	\$22.07
Medical Technologist (MT)	\$21.29	\$22.17	\$23.05	\$23.92	\$24.79	\$25.68	\$26.71	\$27.75	\$28.78	\$29.83
Registered Nurse	\$25.30	\$26.48	\$27.66	\$28.84	\$30.00	\$31.19	\$32.54	\$33.82	\$35.12	\$36.42
MLT	\$17.40	\$18.10	\$18.79	\$19.49	\$20.18	\$20.86	\$21.72	\$22.60	\$23.46	\$24.30

The Hospital may hire new employees at a rate in its discretion up to 100% of the highest wage rate in the Hiring Wage Scale, by years of experience, as indexed annually for the following cumulative across the board increases: 2.5% as of January 1, 2020, and 2.5% as of January 1, 2021. The Hiring Wage Scale will be used solely for setting a new employee’s wage rate at the time of hire. If the Hospital has difficulty recruiting a new employee within the Hiring Wage Scale, then the Union will bargain in good faith with the Hospital in adjusting upward the wage rates payable to new hires.

Employees hired on or before May 20, 2019 will be eligible to receive the following cumulative wage adjustments to their base hourly rate of pay: 3.5% as of May 20, 2019, 2.5% as of January 1, 2020, and 2.5% as of January 1, 2021. Casual employees shall be placed on the wage scale under the same terms and conditions as other employees.

**HIRING WAGE SCALE**  
(Effective 1/01/2020)

Job Title	0	6 Months	1 Year	3 Years	5 Years	8 Years	10 Years	13 Years	15 Years	20+ Years
Licensed Practical Nurse	\$16.62	\$17.20	\$17.78	\$18.36	\$18.93	\$19.52	\$20.33	\$21.07	\$21.84	\$22.62
Medical Technologist (MT)	\$21.82	\$22.72	\$23.63	\$24.52	\$25.41	\$26.32	\$27.38	\$28.44	\$29.50	\$30.58
Registered Nurse	\$25.93	\$27.14	\$28.35	\$29.56	\$30.75	\$31.97	\$33.35	\$34.67	\$36.00	\$37.33
MLT	\$17.84	\$18.55	\$19.26	\$19.98	\$20.68	\$21.38	\$22.26	\$23.17	\$24.05	\$24.91

**HIRING WAGE SCALE**  
(Effective 1/01/2021)

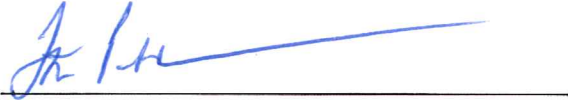
Job Title	0	6 Months	1 Year	3 Years	5 Years	8 Years	10 Years	13 Years	15 Years	20+ Years
Licensed Practical Nurse	\$17.04	\$17.63	\$18.22	\$18.82	\$19.40	\$20.01	\$20.84	\$21.60	\$22.39	\$23.19
Medical Technologist (MT)	\$22.37	\$23.29	\$24.22	\$25.13	\$26.05	\$26.98	\$28.06	\$29.15	\$30.24	\$31.34
Registered Nurse	\$26.58	\$27.82	\$29.06	\$30.30	\$31.52	\$32.77	\$34.18	\$35.54	\$36.90	\$38.26
MLT	\$18.29	\$19.01	\$19.74	\$20.48	\$21.20	\$21.91	\$22.82	\$23.75	\$24.65	\$25.53

**ARTICLE 28**  
Contract Duration and Renewal

This Agreement shall be in effect as of May 22, 2019, and shall remain in effect until December 31, 2021. Subsequently, the Agreement shall remain in full force and effect from year to year unless either party shall notify the other, in writing, at least ninety (90) days prior to expiration of this Agreement of their intention to change, modify or terminate the Agreement.

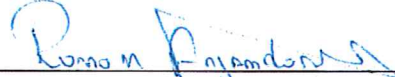
Dated this 27 day of JANUARY, 2020.

FOR THE EMPLOYER:



Frank Perez-Guerra CEO

FOR THE UNION:



Ramon Argandona, President

APPENDIX A  
Weekend Program

The Hospital currently has a Weekender staff program. It is understood that the Hospital may, at its sole discretion, eliminate, narrow or expand this program completely or on a unit by unit basis. Before eliminating, expanding or narrowing the program the Hospital will provide the Union with thirty (30) calendar days written notice of its proposed action, and upon request will meet and discuss the changes and any potential alternatives with the Union. In the event an agreeable alternative cannot be reached, the Hospital may proceed to implement the changes. However, the Hospital will not eliminate the program altogether with respect to the employee(s) currently participating in it, as of the ratification date, prior to December 31, 2018. The Hospital shall not be obligated to replace any employee(s) currently participating in the program who leave employment prior to December 31, 2018.

OPTION 1:

Work Hours:

There will be two shifts:

7:00 am. Saturday — 7:00 p.m. Saturday, and 7:00 am. Sunday — 7:00 p.m. Sunday.

7:00 p.m. Saturday — 7:00 a.m. Sunday, and 7:00 p.m. Sunday — 7:00 am. Monday.

Pay:

Base rate of pay will be determined using the scale and rules in the current contract. A premium rate of time and one-half will be paid for scheduled weekends worked. An additional premium of \$1.05 per hour will be paid for scheduled weekend hours worked between 3:00 p.m. — 7:00 a.m.

Benefits:

Health/Dental Insurance: Hospital's current plan. As per collective bargaining agreement.

Retirement Plan: Hospital's current plan.

Short Term Disability: Hospital's current plan.

Life Insurance: Hospital's current plan

Vacation:

Employees hired directly into the Program in good standing will be eligible for one (1) paid weekend off after the following amounts of time: Six (6) months, twelve (12) months, eighteen (18) months, twenty-four (24) months, and then every four (4) months thereafter. Current employees that enter into the weekend program will be eligible for one (1) paid weekend off every four (4) months.

Only one (1) weekend per year can be requested with a Holiday. Hospital holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas.

If a Holiday occurs on a weekend day, employees in the Program will work that day at their usual Program rate of pay.

Additional Hours:

Any employee in the Program who works hours in addition to those covered by the Program will receive his/her base rate of pay. Overtime will be calculated on actual hours worked using a seven (7) day, forty (40) hour workweek. Additional hours worked during the week will accrue for vacation, seniority, retirement, advancement on the wage schedule purposes.

Bereavement Leave:

A leave of absence without loss of pay for up to two (2) days, will be allowed an employee for the time necessary for the employee to attend the funeral and for necessary travel and funeral arrangement time in connection with death of the employee's spouse, child, stepchild, parent, grandparent, grandchild, sister, brother, mother-in-law, or father-in-law. For the day(s) lost from work, the employee will receive pay for the number of hours that the employee was scheduled to work on such day, up to twenty-four (24) hours.

OPTION 2 (current as of contract ratification date):

Work Hours:

There will be two shifts:

7:00 a.m. Friday — 7:00 p.m. Friday, 7:00 a.m. Saturday — 7:00 p.m. Saturday, and 7:00 a.m. Sunday — 7:00 p.m. Sunday.

7:00 p.m. Friday — 7:00 a.m. Saturday, 7:00 p.m. Saturday — 7:00 a.m. Sunday, and 7:00 p.m. Sunday — 7:00 a.m. Monday.

Pay:

Base rate of pay will be determined using the scale and rules in the current contract. A premium of four (4) straight time hours will be paid. An additional premium of \$1.05 per hour will be paid for scheduled weekend hours worked between 3:00 p.m. — 7:00 a.m.

Under Option 2, PTO and any other benefits accruals will be based solely upon actual hours worked per the Collective Bargaining Agreement.

Terms of Collective Bargaining Agreement:

The terms and conditions of the current Collective Bargaining Agreement apply to Weekender Staff Program employees unless there is a conflict with this Appendix, in which case the terms of this Appendix will govern.

APPENDIX B  
Weekend Program — Lab

The Hospital currently has a Weekender staff program. It is understood that the Hospital may, at its sole discretion, eliminate, narrow or expand this program completely or on a unit by unit basis. Before eliminating, narrowing or expanding the program the Hospital will provide the Union with thirty (30) calendar days written notice of its proposed action and upon request will meet and discuss the changes and any potential alternatives with the Union. In the event an agreeable alternative cannot be reached the Hospital may proceed to implement the changes. However, the Hospital will not eliminate the program altogether with respect to the employee(s) currently participating in it, as of the ratification date, prior to December 31, 2018. The Hospital shall not be obligated to replace any employee(s) currently participating in the program who leave employment prior to December 31, 2018.

Work Hours:

There will be one shift for one employee:

7:00 a.m. Saturday — 7:00 p.m. Saturday, and 7:00 a.m. Sunday — 7:00 p.m. Sunday.

On call: 7:00 p.m. Saturday — 7:00 a.m. Sunday, and 7:00 p.m. Sunday — 7:00 a.m. Monday.

Pay:

Base rate of pay will be determined using the scale and rules in the current contract. Pay for 40 hours per weekend worked as determined in the above work hours.

Benefits:

Health/Dental Insurance: As per collective bargaining agreement.

Retirement Plan: As per collective bargaining agreement.

Short Term Disability: As per collective bargaining agreement.

Life Insurance: As per collective bargaining agreement.

Vacation:

Employees hired directly into the Program in good standing will be eligible for one (1) paid weekend off after the following amounts of time: Six (6) months, twelve (12) months, eighteen (18) months, twenty-four (24) months, and then every four (4) months thereafter. Current employees that enter into the weekend program will be eligible for one (1) paid weekend off every four (4) months at their base rate of pay. Only one (1) weekend per year can be requested with a Holiday. Hospital Holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas.

If a Holiday occurs on a weekend day, employees in the Program will work that day at their usual Program rate of pay.

One additional weekend off with pay per calendar year will be allowed with management approval.

Additional Hours;

Any employee in the Program who works hours in addition to those covered by the Program will receive his/her base rate of pay. Overtime will be calculated on actual hours worked using a seven (7) day, forty (40) hour workweek. Additional hours worked during the week will accrue for vacation, seniority, retirement, advancement on the wage schedule purposes.

Bereavement Leave:

A leave of absence without loss of pay for up to two (2) days, will be allowed an employee for the time necessary for the employee to attend the funeral and for necessary travel and funeral arrangement time in connection with death of the employee's spouse, child, stepchild, parent, grandparent, grandchild, sister, brother, mother-in-law, or father-in-law. For the day(s) lost from work, the employee will receive their base hourly rate of pay for the number of hours that the employee was scheduled to work on such day, up to twenty-four (24) hours.

Terms of Collective Bargaining Agreement;

The terms and conditions of the current Collective Bargaining Agreement apply to Weekender Staff Program employees unless there is a conflict with this Appendix, in which case the terms of this Appendix will govern.

## **SIDE LETTER OF AGREEMENT NO. 1**

### Definition of Full time Status

The full time definition for benefit eligibility purposes of 30 hours per week shall not adversely affect Barbara Dehmlow or Corine Soukup for the term of the current agreement, so long as Ms. Dehmlow and Ms. Soukup maintain their FTE of record in effect as of May 22, 2019, and so long as they remain benefit eligible in the absence of the definitional change.

This side letter shall expire on December 31, 2021.