

**AGREEMENT BETWEEN  
GUNDERSEN LUTHERAN MEDICAL CENTER, INC.  
f/k/a LUTHERAN HOSPITAL - LA CROSSE, INC.  
AND  
SEIU HEALTHCARE WISCONSIN CTW, CLC**

**January 1, 2021 - December 31, 2021**

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## **AGREEMENT**

### **PREAMBLE**

This Agreement executed effective this 1st day of January 2021 by and between the Employees in the collective bargaining unit represented by SEIU Healthcare Wisconsin CTW, CLC, through such representative hereinafter referred to as the Union, and Gundersen Lutheran Medical Center, Inc. f/k/a Lutheran Hospital - La Crosse, Inc. hereinafter referred to as the Hospital or the Employer.

### **ARTICLE I**

#### **RECOGNITION**

**SEC. 1** The Hospital recognizes that SEIU Healthcare Wisconsin CTW, CLC has been selected by a majority of the eligible Employees of Gundersen Lutheran Medical Center Inc. f/k/a Lutheran Hospital - La Crosse, Inc., La Crosse, Wisconsin, who voted at said election in the collective bargaining unit consisting of all regular full-time and regular part-time (Employees working twenty (20) hours or more weekly) Employees employed in the following categories: Linen Assistant, Diet Aide, Packroom Assistant, Laborer, Cooks' Helper & Cafeteria, Central Services Assistant, Special Functions - Dietary, Laundry Cart Packer, Salad Maker, Certified Nursing Assistant (CNA), Patient Orderly, Washroom Operator, Seamstress, Short Order Cook, Baker Set-Up, Environmental Specialist, Environmental Assistant, Environmental Services Preventive Maintenance and Repair Specialist, Patient Care Technician (PCT), Head Cook, Baker, Stockroom Clerk, Maintenance Stock Clerk, Painter, General Maintenance Worker, and Boiler Operator; and that pursuant to the provisions of Section 111.05 of the Wisconsin Statutes, said Union is the exclusive bargaining representative of all such Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment.

### **ARTICLE II**

#### **PROBATIONARY EMPLOYEES**

New Employees, as defined in Article I, Section 1, shall serve a probationary period of sixty (60) calendar days. The Employer will make the decision to extend the probationary period to ninety (90) calendar days by the 40<sup>th</sup> calendar day. The Union Representative will be notified, in writing, by the 47<sup>th</sup> calendar day to extend an employee's probationary period. The Employee shall have no rights under this contract during the 60 or 90 day probationary period. Any Employee laid off during the probationary period shall begin a new probationary period when recalled.

## ARTICLE III

### 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 without 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, 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. Supervisors, other management personnel and employees shall not harass, bully, intimidate, belittle and/or retaliate against employees.

## ARTICLE IV

### CLASSIFICATIONS

The job classifications and subclassifications of Employees shall be enumerated in Article V, Section 1 of this Agreement.

For the protection of regular full-time and regular part-time Employees covered by this Agreement, on-call employees will receive wage increases based on paid hours excluding overtime not based on years of service. As a result of this agreement, no Employee will be reduced in their current hourly rate of pay.

## ARTICLE V

### WAGES

**SEC. 1**      **WAGES FOR CALENDAR YEAR 2021.** Increase each Step on the Calendar Year 2020 Wage Scale by 3.00% (delayed three months to start of first payroll period after April 1, 2021).

Start rate minimums below \$11.40 are increased to \$11.40. All current employees whose rate is less than the \$11.40 Start rate minimum will be moved to the minimum of \$11.40 on the first payroll period after April 1, 2021.

Rates below \$15.00 per hour at the "3 year 6 month" step are increased to at least \$15.00 per hour. This is the effective on the start of the first payroll period after April 1, 2021.

Movement on Steps is suspended for 2021 (no anniversary steps).

Resulting Wage Scale follows:

**CALENDAR YEAR 2021 WAGE SCALES**

	<b>Start</b>	<b>6 Months</b>	<b>1 Year 6 Months</b>	<b>2 Years 6 Months</b>	<b>3 Years 6 Months</b>	<b>4 Years 6 Months</b>	<b>7 Years</b>	<b>10 Years</b>	<b>13 Years</b>
<b>Group I</b> Laborer	\$11.40	\$11.40	\$12.25	\$13.50	\$15.00	\$15.20	\$15.59	\$16.02	\$16.40
<b>Group II</b> Laundry Cart Packer Linen Assistant	\$11.40	\$11.40	\$12.45	\$13.85	\$15.10	\$15.56	\$15.95	\$16.42	\$16.81
<b>Group III</b> Cook's Helper / Cafeteria Worker Diet Aide Baker Set-Up Environmental Assistant CS Assistant Packroom Assistant Special Functions Aide	\$11.40	\$11.53	\$12.75	\$14.40	\$15.25	\$16.07	\$16.46	\$16.89	\$17.29
<b>Group IV-A</b> Certified Nursing Assistant (CNA) Patient Orderly	\$13.37	\$14.63	\$15.59	\$16.30	\$16.84	\$17.12	\$17.41	\$17.69	\$18.07
<b>Group IV</b> CS Distribution Aide Washroom Operator Seamstress	\$11.56	\$12.37	\$13.27	\$14.54	\$15.84	\$17.12	\$17.41	\$17.69	\$18.07
<b>Group V</b> Short Order Cook	\$11.77	\$12.65	\$13.75	\$14.98	\$16.19	\$17.45	\$17.81	\$18.08	\$18.49
<b>Group VI</b> Baker Cook Maintenance Stock Clerk Environmental Specialist Salad Maker	\$13.20	\$13.99	\$14.68	\$15.54	\$16.57	\$17.59	\$17.97	\$18.40	\$18.77
<b>Group VII</b> Stockroom Clerk Painter	\$13.28	\$14.52	\$15.80	\$17.01	\$18.29	\$19.50	\$20.74	\$21.92	\$22.31
<b>Group VIII</b> General Maintenance Worker  Environmental Service Preventive Maintenance and Repair Specialist	\$14.95	\$16.33	\$17.70	\$19.09	\$20.59	\$22.42	\$23.50	\$24.59	\$24.99
<b>Group IX</b> Boiler Operator	\$15.90	\$17.31	\$18.67	\$20.04	\$21.60	\$23.37	\$24.47	\$25.54	\$25.96

## ARTICLE VI

### BENEFITS

#### SEC. 1 PAID TIME OFF

(a) Continuing through the end of the term of this collective bargaining agreement and any extension thereof, all Union Employees shall be entitled to Paid Time Off ("PTO") on the same terms and conditions as non-Union Employees. The level of PTO benefits shall not be reduced during the term of this collective bargaining agreement or any extension thereof.

(1) The rate at which PTO accrues will depend on an Employee's years of service and employment status as a regular full-time or part-time Employee. (See schedule on page 8). Rotating boiler operators will receive two (2) PTO days per year in addition to the benefits listed. This will be pro-rated for periods less than one year.

(2) PTO accrual benefits will be granted for all hours worked up to 80 hours per pay period, excluding overtime hours, cash-in hours, and terminal hours, but including non-paid absence with prior approval. On-call employees will not be eligible for PTO accrual.

(3) Employees may accrue a maximum of 480 hours of PTO, including carryover, each year. During the year, Employees may accrue over the maximum; however, by the first pay period in January following the holidays, their total accrual must be at or below the maximum. Employees who have in excess of 480 hours in their PTO bank as of the measurement date (typically in January following the Holidays) will automatically have the excess hours paid to them shortly after the measurement date at 100% of its value.

(4) Each year, Employees may cash in a maximum of 160 hours of PTO. Once PTO is cashed in, it cannot be repurchased. Beginning in January 2006, the PTO that an employee elects to cash-in will be paid at 90% of the value of the PTO. The 10% the employee gives up in order to receive cash will be contributed to the PTO Bank Donation Program. Employee participation in the PTO Donation Program is voluntary. (Gundersen Lutheran offers a voluntary PTO Donation Program to give employees a chance to support their fellow-employees who are unable to work because of a major health crisis, whether their own or that of a family member, or because they are experiencing some other catastrophic life situation. The program allows employees to provide assistance in the form of donated PTO. Donated PTO cannot be designated for a specific employee.)

(5) PTO is to be used by Employees for vacation, holidays, doctor's appointments, illness and personal business. When an Employee has used up all of his or her PTO, the time off will be unpaid. Employees may not choose to take unpaid time if they have PTO available.

(6) Employees may not “borrow” time against future accruals and will not accrue PTO while on unpaid leave time.

(7) Accumulated PTO is not a guaranteed right to take time off. While managers and supervisors will do their best to accommodate requests for PTO, the staffing needs of the department will take precedence. Whenever possible, PTO should be scheduled and approved in advance by an Employee’s manager or supervisor. For unscheduled time off, in the case of personal or family illness or emergencies, Employees should notify their manager or supervisor in accordance with department policies.

(8) Employees may request PTO approval up to 60 days in advance. The manager or supervisor will provide a written response within 5 days, (Saturday, Sunday, and Holidays not included).

(9) If a holiday falls on a day Employees would normally be scheduled to work, and their work area is closed Employees must take PTO.

If an Employee’s work area is not closed the Employer will post a sign-up sheet, for Employee’s that are willing to work. The sign-up sheet will be posted for ten (10) calendar days and will be posted for thirty (30) calendar days prior to holidays. The Employer will choose the Employee based on seniority and ability to do the work that is available. There is no guarantee that by signing this sheet that an Employee will work on that holiday.

If an Employee works a holiday that would normally be a scheduled day off, the Employee has the option of taking a mutually agreed day off during that pay period if business needs allow.

An Employee could be required to work in another area within the department on the employee’s assigned holiday provided that such employee must be adequately trained before being assigned to another area.

(10) Employees may use PTO in one-quarter hour (15 minutes) increments.

(11) Non-Paid Absence (“NPA”) is an administrative mechanism whereby the Employer, in its sole discretion, may excuse an Employee from duty and yet authorize that Employee to receive PTO accrual on schedule hours. No pay is received for the unworked hours. The only purpose of NPA is to grant an Employee PTO accrual on hours not worked and still ensure full PTO accrual for that Employee.

(12) A minimum of ¼ hour NPA per work shift is available only to regular full-time and part-time Employees. The combination of NPA and other regular hours may not exceed the Employee’s scheduled hours.

(13) All accumulated PTO is paid out to an Employee in a lump sum payment upon termination of employment or upon retirement at 100% of its value.

<b>PTO SCHEDULE FOR UNION EMPLOYEES EFFECTIVE 1/1/2007</b>					
Years of Service	.9 – 1.0 Regular full-time Employee (72 to 80 hours per pay period) Annual PTO Accrual	.8 Employee (64 hours per pay period) Annual PTO Accrual	.7 Employee (56 hours per pay period) Annual PTO Accrual	.6 Employee (48 hours per pay period) Annual PTO Accrual	.5 Employee (40 hours per pay period) Annual PTO Accrual
Up through 5 years	24 days/192 hrs	16.33 days/130.62 hrs.	14.28 days/114.30 hrs.	12.24 days/97.97 hrs.	10.2 days/81.64 hrs.
6 through 11 years	29 days/232 hrs.	19.72 days/157.91 hrs.	17.26 days/138.17 hrs.	14.79 days/118.44 hrs.	12.32 days/98.70 hrs
12 through 13 years	30 days/240 hrs.	20.41 days/163.24 hrs.	17.85 days/142.83 hrs.	15.3 days/122.43 hrs.	12.75 days/102.02 hrs.
14 through 15 years	31 days/248 hrs.	21.07 days/168.73 hrs.	18.45 days/147.64 hrs.	15.81 days/126.55 hrs.	13.18 days/105.46 hrs.
16 through 17 years	32 days/256 hrs.	21.76 days/174.05 hrs.	19.04 days/152.30 hrs.	16.32 days/130.54 hrs.	13.6 days/108.78 hrs.
18 through 19 years	33 days/264 hrs.	22.44 days/179.71 hrs.	19.64 days/157.25 hrs.	16.83 days/134.78 hrs.	14.03 days/112.32 hrs.
20 years	34 days/272 hrs.	23.13 days/185.04 hrs.	20.23 days/161.91 hrs.	17.34 days/138.78 hrs.	14.45 days/115.65 hrs.
21 + Years	39 days/312 hrs.	35.10 days/280.80 hrs.	26.52 days/212.16 hrs.	19.89 days/159.12 hrs.	16.50 days/132.60 hrs.

<b>Rate of Accrual for Hours Worked</b>		
Years of Service	Part-Time Accrual Rate	Full-Time Accrual Rate
Up through 5 years	.0785	.0924
6 through 11 years	.0949	.1116
12 through 13 years	.0981	.1154
14 through 15 years	.1014	.1193
16 through 17 years	.1046	.1231
18 through 19 years	.1080	.1270
20 years	.1112	.1308
21 + years	.1275	.1500

**SEC. 2      LEAVES OF ABSENCE**

Family and Medical Leave:

The Hospital provides family and medical leave to Employees for the purpose of providing time off to handle the serious health conditions of Employees and their immediate families, and to care for newborn children as well as children placed through adoption or foster care. Such leave will be granted within the guidelines of state and federal law.

Personal and Educational Leave:

The Hospital provides personal and educational leaves on a case-by-case basis depending on the Employee's request and department need. Leave granted will not serve as precedent for future requests of a similar nature.

Extended Leave:

The Hospital provides leaves of greater than 12 weeks on a case-by-case basis depending on the Employees situation and department need. Extended leaves granted will not serve as precedent for future requests of a similar nature.

Military Leave:

Such leave will be granted within the guidelines of state and federal law.

Salary and Benefits During Leave:

Except as required by law, Employees on any leave of absence under Section 2 will not accrue PTO or pension benefits. Employees will accrue Hospital seniority while on any leave of one year or less.

The Hospital will pay its share of health insurance for the first 12 weeks of any leave. Employees will pay the entire cost of their insurance thereafter if they are off work completely or if they are working fewer than 40 hours per pay period.

**SEC. 3      BEREAVEMENT**

A paid bereavement leave of three (3) working days (or a maximum of twenty-four (24) hours) will be allowed an Employee in connection with the death of the Employee's spouse, domestic partner, child, parent, sibling, grandparent, great-grandparent, great grandchild, or grandchild. In-law and step relationships falling into the previous categories will be recognized. For each day lost from work for bereavement leave, the Employee will be paid for the number of hours the Employee was scheduled to work on that day, with a maximum of twelve (12) hours per day. Special circumstances and important relationships, other than those defined above, will be considered on a case-by-case basis and mutually agreed upon by the Director, Employee and Labor Relations or designee and the Union.

**SEC. 4      GROUP HEALTH INSURANCE**

The Hospital shall offer group health insurance benefits to all regular full-time and regular part-time Employees who are regularly scheduled to work 40 or more hours per pay period and who elect to participate in the Hospital's group health program. The terms and conditions of such group health insurance benefits including, without limitation, the scope of coverage, the effective date of coverage, limits, exclusions, copayments, deductibles and premiums, shall be the same as for all non-Union Hospital employees. The Hospital shall determine the means for providing group health benefits to Employees including, without limitation, the use of self-insurance or third party group health insurance, and the identity of the third party administrator or group health insurer. The Hospital may also offer alternate health insurance plans.

Employees shall receive the same "Provider Discount" for services provided at Gundersen Lutheran that all other employees and their dependents who are covered under the group health insurance plan receive.

**SEC. 5      GROUP DENTAL INSURANCE**

During the term of this Collective Bargaining Agreement and any extension thereof, the Hospital shall offer dental insurance benefits to all regular full-time and regular part-time Employees who are regularly scheduled to work 40 or more hours per pay period, and elect to participate in the Hospital's group dental program. The terms and conditions of such dental insurance including, without limitation, the scope of coverage, the effective date of coverage, limits, exclusions, copayments, deductibles and premiums, shall be the same as for all non-Union Hospital employees. The Hospital shall determine the means for providing group dental benefits to Employees including, without limitation, the use of self-insurance or third party health insurance, and the identity of the third party administrator or group dental insurer.

**SEC. 6      TERM LIFE INSURANCE**

The Hospital shall offer 1 ½ times annual salary of term life insurance up to a maximum face value amount of \$50,000 for all regular full-time and regular part-time Union Employees who are regularly scheduled to work 40 or more hours per pay period, on the same terms and conditions as such insurance is offered to non-Union Employees including, without limitation, the amount of coverage, the effective date of coverage, limits, exclusions, and premiums. Union Employees shall have the same opportunity to purchase supplemental life insurance benefits at their expense as is made available to non-Union Employees.

**SEC. 7      RETIREMENT PLAN**

All regular full-time and regular part-time Union Employees, 21 years of age or older who work at least 1,000 hours per year will be eligible to participate in the Gundersen Lutheran Union Employees' Retirement Plan, a defined Contribution Plan. The 401(k) and Base Contribution definitions below will be referred to as "Retirement Plan". Any contributions Gundersen Lutheran Administrative

Services (GLAS) make on an employee's behalf, along with employee's own contribution to the Plan, will be allocated to the employee's Plan Account. The amount of Matching and Base Contribution an employee will be entitled to receive for a particular Plan Year will be based on an employee's covered Compensation for the Plan Year.

Base Contribution. An employee will be eligible to receive an allocation of Base Contributions for a Plan Year if (i) they have completed 1,000 or more "Hours of Service" during the Plan Base Year and are employed on the last business day of the year; (ii) their employment with GLAS terminates because of their death, total and permanent disability, or retirement (as defined by the plan). "Hours of Service" generally include the hours of work for which an employee is paid, as well as absences during which the employee receives pay, such as paid time off (PTO). Base Contribution to which an employee is entitled will be determined as of each December 31.

GLAS will make a six percent (6%) Base Contribution for an eligible employee meeting the previously described hours and service requirements. The amount of Base Contribution an employee will be entitled to receive for a particular Plan Year will be based on the employee's covered Compensation for the Plan Year. A supplemental base contribution of up to five percent (5%) of your covered compensation is also possible, contingent on the organization's financial performance.

Vesting of Base Contributions shall be as follows:

Less than 2 yrs:	0 percent
2yrs of service	20 percent
3yrs of service	40 percent
4yrs of service	60 percent
5yrs of service	80 percent
6yrs of service	100 percent

An Employee's years of service with the Hospital prior to January 1, 2000 will count towards years of service under the Retirement Plan.

## **SEC. 8      401K - SALARY DEFERMENT PLAN**

Subject to the terms and conditions of the applicable plan documents, all regular full-time and regular part-time Union Employees who are at least 21 years of age, and work at least 1,000 hours per year, will be eligible to participate in the Hospital's 401(k) Salary Deferral Plan. All contributions to the 401(k) Salary Deferral Plan will be one hundred (100) percent vested immediately.

For an eligible employee meeting the previously described hours and service requirements, GLAS will match an employee's pre-tax contributions and/or Roth Deposits dollar for dollar up to the first three percent (3%) of covered Compensation that is contributed by the employee, and fifty cents (\$.50) for each dollar the employee contributes up to the next two percent (2%) of an employee's covered Compensation. GLAS will not match any part of employee contributions that exceed five percent (5%) of covered Compensation. Matching contributions and an employee's personal 401(k) salary deferrals will be one hundred (100)

percent vested immediately. Match calculated and deposited together with personal employee deferrals each pay period.

**SEC. 9      SHIFT DIFFERENTIAL & WEEKEND DIFFERENTIAL**

All Union Employees shall receive a shift differential premium of 75 cents during the p.m. shift between the hours of 3:00 p.m. and 11:00 p.m., subject to the shift ending at 6:00 p.m. or later; or \$1.75 during the night shift between the hours of 11:00 p.m. and 7:00 a.m., subject to the shift starting at 6:00 a.m. or earlier. Employees need to work at least a 3-hour shift to qualify.

All Union Employees shall receive a weekend differential of \$1.50 per hour starting with the Friday night shift and ending with the Sunday p.m. shift.

**SEC. 10     HOLIDAY PAY**

Holiday incentive pay of one and one-half times the normal hourly rate will be paid to all Employees required to work on holidays consisting of the 24 hour period (midnight to midnight) on Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. In addition, holiday pay will be paid on Christmas Eve and New Year's Eve after 6:00 p.m. Holiday premium pay will be paid for work performed on the actual holiday, not another day designated by the organization for reduced operation or closing.

**SEC. 11     LONG TERM DISABILITY**

The Hospital will provide payroll deduction for the self-payment of premiums for participants in the long term disability program. The Hospital will offer this long-term disability program to all regular full-time and regular part-time Employees who are regularly scheduled to work 40 or more hours per pay period and who elect to participate. The Hospital shall select the insurance carrier. Union Employees shall have the same opportunity to purchase long-term disability insurance at their expense as is made available to non-Union Employees.

**SEC. 12     SHORT TERM DISABILITY**

The Hospital will provide payroll deduction for the self-payment of premiums for participants in the short term disability program. The Hospital will offer this short-term disability program to all regular full-time and regular part-time Employees who are regularly scheduled to work 40 or more hours per pay period and who elect to participate. The Hospital shall select the insurance carrier. Union Employees shall have the same opportunity to purchase short term disability insurance at their expense as is made available to non-Union Employees.

**SEC. 13     JURY DUTY PAY**

All Employees will be granted time off when called to serve on a jury in a State, Federal or Local court system. Employees who are authorized to work at least 40 hours per pay period and are called to serve on a jury during their regularly scheduled work hours will be paid their normal pay. Any fees received, with the

exception of mileage reimbursement, will be deducted from the Employees regular paycheck.

**SEC. 14 FLEXIBLE BENEFITS PLAN (f/k/a CAFETERIA BENEFIT PLAN)**

Employees who are authorized to work 40 hours or more per pay period will be eligible for the Hospital's Section 125 Flexible Benefits Plan on the same terms and conditions as such benefits are made available to non-Union employees. Subject to applicable federal law, the plan allows for the deduction of health insurance and dental insurance premiums on a pre-tax basis for coverage offered by the Hospital, plus additional employee pre-tax deductions to be used for eligible Medical/Dental expenses not covered by insurance and for Child or Adult dependent day care expenses.

Eligible Employees will be eligible for benefits under this plan on the first day of the month following an Employee's date of hire, with an annual election thereafter. Health insurance and dental insurance premiums will automatically be deducted from an Employee's paycheck on a pre-tax basis under the plan unless the Employee elects not to participate in the plan. Employees who, in addition, want to deduct expenses for (a) Medical/Dental expenses not covered by insurance and/or (b) Child or Adult dependent day care expenses must fill out an election form.

**SEC. 15 ON-CALL PAY**

Emergent Response On-Call: \$3.00

Immediate availability and arrival in-house within 20-30 minutes to meet staffing needs for procedures, transport, or stabilizing of emergency situations. Frequency of call-ins is relatively high and may occur often with the assigned call shift. Employee must be immediately ready to begin work when called.

Routine On-Call: \$2.30

Available to respond by phone or to come in if needed within one hour of receiving the call. Frequency of call-ins is generally limited to once within the assigned call shift.

Call pay of \$3.00 or \$2.30 as appropriate will be paid for entire time an Employee is scheduled to take call and further will be paid \$10.00 when actually required to report in. (i.e. if an Employee is placed on-call for a work shift, the Employee should be paid for the call shift, regardless of any actual hours worked or any point during the shift when the Employer would no longer find it feasible to call them).

**SEC. 16 EXTRA WEEKEND INCENTIVE PAY**

All Union Employees (except CNA's) will receive 1 ½ times their base hourly rate whenever they work more than two weekend shifts within a pay period. Extra weekend hours accrue PTO unless they are classified as overtime hours. PTO can be accrued to a maximum of 80 hours per pay period. Bonus is only paid if

the extra weekend is requested by the Supervisor/Department Head. For the purpose of this section only as it relates to payroll processes, weekend hours are defined as the Friday night shift through 10:59 p.m. Sunday.

CNA's will receive 1 ½ times their base hourly rate whenever they work more than two weekend shifts within a pay period. Extra weekend hours accrue PTO unless they are classified as overtime hours. PTO can be accrued to a maximum of 80 hours per pay period. Bonus will not be paid for extra weekend shifts worked by a CNA as part of an approved voluntary swap with another CNA. For the purpose of this section only as it relates to payroll processes, weekend hours are defined as the Friday night shift through 10:59 p.m. Sunday.

**SEC. 17      NIGHT SHIFT INCENTIVE PLAN**

As an incentive for Employees to work straight night shifts, a premium of 25% additional PTO accrual will be given. The Employee must work a consecutive 3-month period (6 pay periods) of nights and be in at least a 40 hour per pay period position, in order to qualify for the incentive benefit. Must have approval of immediate supervisor.

**SEC. 18      DIRECT ELECTRONIC DEPOSIT OF PAYROLL CHECKS**

The Hospital (Gundersen Lutheran Administrative Services, Inc.) has adopted a direct deposit program, requiring direct electronic deposit of all Employees' payroll checks. Employees are free to designate any bank, savings and loan, credit union or other financial institution to receive electronic deposit of their payroll checks. The Hospital and Gundersen Lutheran Administrative Services Inc., will pay any reasonable administrative or set up costs incurred by the employees in setting up direct electronic deposit of payroll checks.

**ARTICLE VII**

**COOPERATION**

**SEC. 1**      The Hospital shall be fair to its Employees and expects and shall receive full cooperation from all Employees in maintaining operating efficiency. The Union agrees that it will cooperate with the Hospital and will support the Hospital's efforts to secure a full-day's work on the part of every Employee, to eliminate waste and inefficiency, to prevent accident, combat absenteeism and other practices which curtail efficiency, and with the cooperation of the Hospital promote good will between the Hospital and its Employees. The Union further agrees that it will not directly or indirectly oppose or interfere with the reasonable efforts of the Hospital to maintain and improve the skill, efficiency, and ability of the Employee and Employees, and the Union further agrees that it will not in any manner oppose the installation of new and improved methods of Hospital operation. The Hospital will contact and work with the Union Representative or designee in times of heavy workloads and emergencies to determine if non-Union Employees should be used for Union work assignments without displacing any Union employees.

Supervisors and other management personnel of the Hospital shall provide a response to employee written concerns or queries as soon as possible, but no later than within ten (10) work days.

Supervisors and other management personnel of the Hospital shall provide employees with prior notice and the purpose of non-investigatory and/or non-disciplinary meetings.

**SEC. 2**      **Management Rights**

Subject to the provisions of this Agreement, the rights of the management of the Hospital and the direction of its Employees shall include, but not be limited to the following:

To plan and control Hospital functions, to determine Employee qualifications, to hire new Employees, to schedule the working hours of Employees, to transfer Employees for up to one hour without changing the Employees' rate of pay, to transfer Employees to other classifications, to promote, demote, suspend, discipline and discharge Employees for just cause, to establish rates of pay not inconsistent with the provisions of this Agreement, to establish reasonable work standards for each classification and subclassification, and to establish new classifications and subclassifications and rates therefore, provided such rates shall bear a proper relationship to the other classifications and subclassifications, and provided such rates shall be subject to the grievance procedures. The Hospital agrees to notify the Union of any intended new classifications and rates of pay for them prior to their implementation. The Hospital may relieve Employees from duty because of lack of work, power failure, insubordination, or other legitimate reasons, to assign Employees outside of the bargaining unit to such duties as the operation of the Hospital may require (emergency), to require Employees to work where directed and assigned, to introduce new and improved methods and techniques in Hospital management, materials or facilities, to subcontract for work and supplies when and where necessary with written notification from management and to exercise all other management rights, all of which are reserved and vested exclusively in the Hospital, except as specifically modified in this Agreement.

Prior to subcontracting out any bargaining unit work, the Hospital shall notify the Union forty-five (45) days prior to the proposed effective date of the subcontract. During this forty-five (45) day period, the Union and the Hospital shall meet to discuss alternatives to the subcontracting. Subcontracting of any bargaining unit work that results in the loss of hours or FTE shall be reviewed in the mutual interest meetings at least quarterly.

**SEC. 3**      The Hospital may establish and enforce reasonable work and safety rules (Management to give notice to the Union of such rules and penalties.) The Union agrees that it will cooperate with the Hospital to eliminate waste and inefficiency and to prevent incidents that would/could cause harm to the Employees.

The Union and its membership agree that it will cooperate with the Hospital's health and safety policy, procedures, innovative programs and initiatives. The Hospital will use feasible engineering and administrative controls to eliminate or reduce hazards and risk.

- (a) The Union and its membership agree that it will cooperate with the Hospital's policy on reporting incidents in accordance with federal, state, and local standards and regulations and the standards and regulations of regulatory and accreditation-related bodies.
- (b) No employee shall be required to perform work that he/she reasonably believes involves a substantial probability that serious physical harm may occur until a safety process review is conducted and corrective action is implemented or until the work is reviewed and determined safe to perform.

**SEC. 4** The Union agrees that there shall be no strike, sympathy strike, picketing, slowdown, work stoppage, or concerted refusal to work overtime during the term of this Agreement or while mutual agreement exists to continue negotiations. It is understood that the Union shall not be held financially responsible for any strike or other interruption of work which is not authorized, called or supported by the Union, if the Union immediately denounces publicly such action and continues to take every step possible to end such strike or other interruption of work.

**SEC. 5** No Employee shall participate in any strike, sympathy strike, picketing, slowdown, work stoppage, or concerted refusal to work overtime during the term of this Agreement. Such participation by an Employee shall be just cause for disciplinary action by the Hospital up to and including termination.

**SEC. 6** The Hospital agrees that there shall be no lockout during the term of this Agreement or while there is mutual agreement to continue negotiations.

**SEC. 7** In the event that any of the provisions of this Agreement shall become invalid or unenforceable by reason of any federal or state laws now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remaining portions hereof.

**SEC. 8** Bulletin Boards. The Hospital agrees to maintain eleven (11) bulletin boards with a minimum standard size of 24"x36" for the use of the Union for the purpose of posting notices of Union meetings and other non-controversial material. The Hospital will choose the location of each bulletin board. The union will provide the Employer with a copy of any material prior to the posting.

Information that may be posted by an authorized Union representative shall relate to the following matters:

1. Union recreational and/or social affairs
2. Union appointments
3. Union elections
4. Results of union elections
5. Union meetings

6. Rulings or policies of the International Union or other labor organizations with which the Union is affiliated
7. Reports of Union standing committees
8. Any other material authorized by the Director, Employee and Labor Relations or designee, and
9. Official Union publications.

No political campaign literature or material detrimental to the Employer may be posted. If the Employer thinks there is a violation, the Employer may remove the post and shall initiate a discussion it will be discussed with the Union Representative at the time the post is removed. The Union and Employer will discuss the reason the post was removed and alternatives to the posted material. If the Union and Employer are unable to reach an agreement, the Union may file a grievance that starts at the Mediation step of the grievance procedure.

- SEC. 9**     Protective Clothing. Employees shall be furnished protective clothing or equipment while working in isolation areas or other hazardous areas. When involved in unusually dirty work, Employees may request protective garments.
- SEC. 10**    There shall be no agreements between an Employee and the Employer unless sanctioned by the Union Representative and the Director, Employee and Labor Relations.
- SEC. 11**    The International Representative of the Union may visit the Hospital premises after having first secured the permission of the Director, Employee and Labor Relations, the assigned Human Resource Operations Manager or designee. Local Union representative(s) or Officers who are not Gundersen employees visiting the La Crosse campus of the hospital on official union business shall not need permission to visit but must sign in at the front desk of the hospital.
- SEC. 12**    Union Leave. Worksite leaders may be allowed excused non-paid absences to attend Union conventions, trainings, and meetings. Union employees may be allowed excused unpaid time off to attend Union conventions, training, and meetings. Such absence will be subject to staffing needs and must be approved by the Director, Employee and Labor Relations, the assigned Human Resource Operations Manager or designee in advance. Such excused absences shall not be unreasonably denied.

Meetings and Negotiation/Mediation Arbitration Sessions. Union worksite leaders and elected bargaining team members may be allowed to attend in-house mutual interest meetings and negotiation/mediation/arbitration sessions as paid straight time. All bargaining meetings and negotiation sessions shall be held at times and places mutually agreed to by the parties in their Ground Rules for Negotiations. Within thirty (30) days after the issuance of the Notice in Article XV, Section 2, the parties shall meet to establish the time, place and dates for negotiations.

All other employees may be allowed to attend in-house mutual interest meetings and mediation/arbitration sessions by using PTO if staffing needs of the department allow. All other time spent on such meetings will be unpaid.

Union employees may be allowed excused unpaid time off for special project work, if staffing needs of the department allow. All requests require thirty (30) calendar days advance notice. Special project work shall not exceed two (2) months unless mutually agreed for longer. Such excused absences shall not be unreasonably denied.

- SEC. 13** Union officials will notify their supervisors when they wish to conduct Union business during work time. They will also document for their supervisor any time over one hour spent on union business during working hours.
- SEC. 14** The Union Representative will appoint who will be on the Hospital Safety Committee and all other subcommittees mutually agreed upon. Employee safety issues will be a standing agenda item with a representative from the Safety department in attendance at subcommittee and MIC meetings under Article VII Section 16.
- SEC. 15** Uniforms. The Hospital agrees to permit a grace period of up to six (6) months when new uniforms are adopted. Uniform styles or colors will not be changed unless mutually agreed upon. The Union Representative will be contacted and given the option of appointing a proportionate number of members to any Hospital committee formed to review Hospital uniform policies as they relate to bargaining unit departments.
- SEC. 16** Mutual Interest Meetings. Mutual interest meetings to discuss, problem solve and develop agreed upon plans to improve patient care, employee engagement/satisfaction, operational efficiency and communication may be requested by either the Union or the Employer upon proper notification and not more frequently than bimonthly (every other month) unless mutually agreed upon.

Within thirty (30) days of ratification, Federal Mediation and Conciliation Service shall conduct training for the Mutual Interest Committee members and subcommittee members who shall be paid.

The Union shall appoint twelve (12) members, which may include worksite leaders, to attend the Mutual Interest meetings. Mutual Interest meetings will be four (4) hours, unless mutually agreed to be of a lesser duration. The Hospital shall appoint their representatives. The meetings shall be chaired by one (1) Union-appointed co-chair and one (1) Hospital-appointed co-chair. At least one (1) Union Staff Representative and one (1) Representative from Human Resources shall be in attendance at the meetings. The Hospital is responsible for establishing locations for the meetings. Dates and times of meetings shall be mutually agreed upon in advance by the Union and the Hospital.

At the end of each Mutual Interest meeting, the Employer and Union shall submit and discuss any agenda items for the next Mutual Interest meeting. The Co-Chairs of the Mutual Interest meeting may amend the agenda or add to or delete from it by mutual agreement prior to the meeting. Agenda items not resolved to the satisfaction of both parties at any meeting are automatically on the agenda for the next meeting.

Departmental Subcommittees consisting of members of the Mutual Interest Committee or Union–appointed designees shall be established, when necessary, to more efficiently deal with department specific issues. Subcommittee members' participation is dependent on staffing needs of the department. Subcommittees shall meet monthly and report to the Mutual Interest Committee. Subcommittees shall meet a minimum of two (2) hours, up to four (4) hours in length.

Members of the Mutual Interest Committee and Subcommittees shall be paid straight time for all time spent in the meetings not to exceed four (4) hours for any scheduled meeting. Other Union employees may be allowed to attend in-house mutual interest meetings by using PTO, if staffing needs of the department allow. Any worksite leader or elected bargaining team member who has not been appointed as part of the twelve (12) designees referenced in this Section will give up their rights under Article VII, Section 12 for purposes of the Mutual Interest Committee only and be treated as all other employees defined in Article VII, Section 12.

Mutual Interest decisions and implementation shall not change any terms and conditions of this collective bargaining agreement without written consent from both the Union and the Hospital.

**SEC. 17** Personnel Record. An Employee will have access to information contained in the Employee's personnel record as specified by Wisconsin Law.

**SEC. 18** Biweekly Report and Deductions. The Hospital will provide a report in electronic spreadsheet format to the Union every pay period giving: employee number, name, address, birth date, gender, ethnicity, known phone numbers, work e-mail, job classification, shift, department, mail stop, work unit, FTE of record, department seniority, date of hire, pay rate, dues and initiation fees deducted, COPE amount deducted, term/change code and average hours worked over the preceding 4 weeks for all employees in Union classifications.

**SEC. 19** Each new Union employee hired shall receive a copy of the Collective Bargaining Agreement at orientation. A representative of SEIU Healthcare Wisconsin CTW, CLC shall be granted up to one (1) hour for Union orientation of Union employees during the day of the regularly scheduled orientation program. The Hospital shall provide a list of new hires at least 24 hours in advance of the orientation. The list shall include first name, last name, start date, department. The Union representative conducting the orientation will provide adequate notice to her/his supervisor and will be on paid time. Time spent in conducting or participating in the orientation program will not be counted for the purpose of calculating overtime. The content of this presentation and any material that the Union wishes to distribute will be reviewed and approved by the Director, Employee and Labor Relations or designee prior to the session.

**SEC. 20** Without the Union's consent, the Employer may grant experience credit for pay purposes to a new Employee up to a maximum of 30 months for work experience outside the Hospital, subject to the following requirements:

(a) Criteria For Awarding Experience Credit:

1. If the job requires specific skills or knowledge that an Employee could only acquire by having worked in a health care or related type of environment and the Employee has that experience, then, the Employee will receive 100% experience credit up to a maximum of thirty (30) months.
2. If the job requires specific skills or knowledge that an Employee may have acquired in a past employment experience but the experience is not in a health care or related type of environment, then, the Employee will receive 50% of the number of years of experience credit up to a maximum of thirty (30) months.
3. If the job requires specific skills or knowledge that an Employee may have acquired via self-employment experience, then, the Employee will receive 50% experience credit up to a maximum of thirty (30) months.
4. In order to count as a year of experience, whether it is health care related or from some other type of industry, the experience must have been gained within the last five (5) years of the date the Employee applied for the position.

(b) Determining Amount Of Experience Credit For New Employees. The Director, Employee and Labor Relations, the assigned Human Resource Operations Manager or designee will determine the amount of experience credit for pay purposes to grant to a new Employee for work experience outside the Hospital.

(c) Granting Experience Credit To Certain Eligible Existing Employees. If the Hospital grants experience credit for pay purposes to a new Employee for work experience outside the Hospital, the Hospital will grant credit for pay purposes to eligible existing Employees who meet the following requirements as of the new Employee's first day of employment by the Hospital:

1. Eligible existing Employees shall be in the same job classification as the new Employee;
2. Eligible existing Employees shall not be the subject of any current performance improvement plan, suspension or other disciplinary action;
3. Eligible existing Employees shall meet the eligibility criteria for experience credit set forth in Section 20 above; and
4. The Hospital Seniority of eligible existing Employees shall be less than the amount of experience credit for pay purposes granted to the new Employee;

Existing Employees who do not meet these eligibility requirements shall not be eligible for experience credit. For example, if the Hospital grants 30 months of experience credit for pay purposes to a new Employee, existing Employees with 30 or more months of Hospital Seniority shall not be eligible for experience credit under this section.

- (d) Determining Amount Of Experience Credit For Eligible Existing Employees. The Director, Employee and Labor Relations, the assigned Human Resource Operations Manager or designee will determine the amount of experience credit for pay purposes to grant to eligible existing Employees for work experience outside the Hospital under Section 20 above, subject to the following criteria:
1. If the current job of an eligible existing Employee requires specific skills or knowledge that the Employee could only acquire by having worked in a health care or related type of environment and the Employee had that experience prior to his or her first day of employment by the Hospital, then, the Employee will receive 100% experience credit up to a maximum of thirty (30) months.
  2. If the current job of an eligible existing Employee requires specific skills or knowledge that the Employee may have acquired in a past employment experience but the experience is not in a health care or related type of environment, then, the Employee will receive 50% of the number of years of experience credit up to a maximum of thirty (30) months.
  3. In order to count as a year of experience, whether it is health care related or from some other type of industry, the experience must have been gained by the eligible existing Employee within five (5) years of the date the Employee applied for the current position.
  4. The amount of experience credit granted to an eligible existing Employee under this section shall not exceed the difference obtained by subtracting (i) the Hospital Seniority of the eligible existing Employee as of the new Employee's first day of employment, from (ii) the amount of experience credit granted to the new Employee. For example, if an eligible existing Employee has 18 months of Hospital Seniority, and a new Employee is granted 30 months of experience credit for pay purposes, the eligible existing Employee shall be granted up to a maximum of 12 months of experience credit for pay purposes.
- (e) Experience Credit In Excess Of 30 Months. With the Union's consent, the Employer may grant credit for pay purposes in excess of 30 months to new Employees. The determination whether to grant additional credit for pay purposes shall be determined on a case-by-case basis, and will not serve as precedent for future requests of a similar nature.

Sec. 21. Personnel Policies. Within thirty (30) calendar days of ratification of this agreement, the Hospital shall provide to the Union a copy of all personnel

policies covering bargaining unit employees. Subsequently, the Hospital shall provide the Union with a copy of all amendments to, modifications, of discontinuance of or additional personnel policies once per quarter.

## Article VIII

### **DISCIPLINARY ACTION & EXCUSED ABSENCES**

Sec.1 Investigative or Disciplinary Interactions. The Hospital shall provide, whenever possible, at least one (1) work day notice, except for reasonable suspicion drug testing, via phone or in person to the employee of any investigatory or disciplinary interaction or meeting between an employee and management. Notification shall include the purpose of the meeting and the specific issue or concern being investigated. Employees shall have the right to a Union Representative in any meetings under this Article where the employee has a reasonable belief that the meeting may lead to discipline.

In all disciplinary cases, written notification shall be provided to the employee and shall indicate the current step of the disciplinary process and the reason for the disciplinary action. In the cases of written coaching, Performance Improvement Plan/Letter of Reprimand, suspension or termination, the Union Worksite Leader or the Union shall be notified in writing by the Hospital at the same time the information is provided to the employee.

Sec.2 Non-Disciplinary Coaching/Counseling. Prior to any disciplinary action, employees shall be provided, whenever feasible, with non-disciplinary counseling in order to allow the employee the opportunity to correct deficiencies. Typical interventions at this level include verbal coaching/counseling. Employees shall be informed that they are being coached or counseled at the time of the coaching or counseling.

Sec.3 Disciplinary Action - Typical Sequence. Disciplinary action, when taken, shall typically include the sequence of: written coaching, Performance Improvement Plan / Letter of Reprimand, suspension or termination. The Hospital reserves the right to modify the sequence of discipline depending on the infraction.

Sec. 4 Timing of Disciplinary Action. Disciplinary action shall be taken no later than eleven (11) work days after the event causing the need to discipline the employee, unless mutually agreed for a longer time frame. Requests for extensions involving unlawful activity (e.g. theft, physical abuse, discrimination, embezzlement) will not be unreasonably denied.

Sec. 5 Excused Absences. Scheduled medical appointments (excludes Urgent Care, Express Care, and emergency room visits) shall be considered excused absences if the employee has PTO to cover the absence.

Employees who are not under discipline for attendance reasons shall have up to three (3) absences considered as excused absences for Urgent Care, Express Care or emergency room visits, one of which can be an absence for emergent reasons, per calendar year if the employee has PTO to cover the absence and the employee provides a doctor's note (or, in the case of an emergent reason—

other appropriate documentation) upon return to work from the absence. Employees who are sent home or to Urgent Care, Express Care or the emergency room by leadership and/or Employee Health shall not have that instance counted as an unexcused absence.

Any absence requested in advance of the date(s) of absence and approved shall be considered an excused, approved absence whether or not it is considered scheduled or unscheduled. Excused absences shall not be counted for attendance purposes. Advance requests shall not be unreasonably denied.

Sec. 6 Limitations on Disciplinary Action. The parties agree that the purpose of discipline is to improve performance or effect a change in the behavior/conduct of an employee in accordance with the expectations of the Employer. As such, the parties agree that the disciplinary action shall not be used as a basis for or evidence in any later disciplinary actions by the Employer under this Agreement if the employee is free from further discipline on the following time table:

Written Coaching: Three (3) months after imposed

Letter of Reprimand: Twenty-four (24) months after imposed

Performance Improvement Plan: Twelve (12) months following completion of Plan

Suspension: Twenty-four (24) months following completion of suspension.

Performance Improvement Plans will be for no more than six (6) months. Any extensions of Performance Improvement Plans shall be made in writing to the Employee and state the reason for extension. Notification of extension shall be sent at least one week prior to the initial Performance Improvement Plan end date.

Employees shall be notified when the time period above has expired and the disciplinary action shall not be used as a basis for or evidence in any later disciplinary actions by the Employer.

## **ARTICLE IX**

### **GRIEVANCES**

**SEC. 1** A grievance or alleged grievance occurs only when interpretation and/or application of the Agreement or the rules and regulations of the Hospital are at issue. The Union agrees to make every effort to eliminate frivolous grievances when possible.

**SEC. 2** A current list of officers and/or Worksite Leaders selected and authorized by the Union shall be presented to the Hospital by the Union. Only designated Union representatives shall process specific grievances during working hours if prior approval is obtained in writing from the Union representative's immediate supervisor. Union representatives and supervisors will make every effort to cooperate with each other in handling grievances and in promoting harmonious

Employee/Employer relations. The number of such Union representatives shall not exceed forty (40).

**SEC. 3**      Grievance Procedures:

Step One: An Employee of the Hospital, Union Representative or Worksite Leader who has a grievance shall submit it in writing in person or via email to the Department Manager and assigned Human Resource Operations Manager. The grievance shall be investigated by the Department Manager and assigned Human Resource Operations Manager within ten (10) weekdays. All copies of the grievance document shall be dated at that time in the presence of both parties. A Worksite Leader and/or Union Representative will be present at any meeting between the Department Manager, assigned Human Resource Operations Manager, and the Employee concerning the grievance unless the Employee orally requests that a Union representative not be present. A written answer shall be given to the Employee and the Union within ten (10) weekdays after the Department Manager received the grievance. A current list of Human Resource Operations Managers, Department Managers and their assigned teams shall be presented to the Union by the Hospital when a change in assignment occurs.

Step Two: If the grievance is not settled on the basis of the Department Manager and assigned Human Resource Operations Manager's written answer in Step One and the Employee involved desires to further process the grievance, the grievance shall be served on the Director of Employee and Labor Relations or designated representative, in person by hand delivery or by electronic mail, within ten (10) week days after the Department Manager and assigned Human Resource Operations Manager's written answer. All copies of the grievance document shall be dated at the time of presentation, if presented in person by hand delivery, in the presence of both parties. As soon as possible thereafter, but in no event later than the tenth weekday after the service of the grievance, the Director of Employee and Labor Relations or designee shall meet and discuss it with the Union representative and aggrieved Employee. The Director of Employee and Labor Relations or designee shall answer the grievance in writing within ten (10) week days after such meeting and discussion.

Step Three: If the grievance is not settled in Steps One or Two, the aggrieved Employee or representative may submit the grievance in person by hand delivery or by electronic mail within ten (10) week days to the Hospital's Chief Human Resources Officer for full review and decision. The Employee's representative shall accompany the aggrieved Employee. The Hospital's Senior Vice President of Human Resources shall answer within ten (10) week days.

Step Four: If the grievance is not settled in Step Three and the parties agree, the grievance may be appealed to mediation pursuant to Federal Mediation and Conciliation Services process. If the parties do not mutually agree to mediate a grievance, then the Union or Employer must appeal the grievance directly to Step Five (5) Arbitration within ten (10) workdays of the receipt of the Employer's written rejection of mediation.

Step Five: If the grievance is not settled in Step Four and the Union desires to appeal the grievance to arbitration, the Union representative shall give written notice, in person by hand delivery or by electronic mail, of the desire to arbitrate to the Hospital's Director, Employee and Labor Relations or designee within ten (10) weekdays of the Hospital's final answer to Step Three or the Employer's written rejection of mutual agreement to mediate a grievance in Step Four. The said written notice shall specify the grievance to be arbitrated. The arbitrator shall be selected by mutual agreement of the Union Representative and the Hospital. If the representative and the Hospital cannot agree on an arbitrator, either party may request the Wisconsin Employment Relations Commission to appoint an arbitrator by and from the Commission.

The party who initiated the grievance shall have the right to strike the first name from any panel that is requested by the parties from the Wisconsin Employment Relations Commission.

The decision of the arbitrator shall be final and binding upon both parties. The expense of the arbitrator, including a fee, if any, shall be borne equally by the parties. Each of the parties shall pay their respective costs of preparation and presentation.

Arbitrators shall limit decisions to contract interpretations; they may not amend, add to, or detract from said contract.

**SEC. 4** No claims, including claims for back pay, shall be valid under the grievance procedure for any period in excess of four (4) pay periods, or fifty-six (56) days prior to the date such claim is first presented to the Hospital in writing.

**SEC. 5** Any grievance not presented in writing under Step One within thirty (30) calendar days from the date the Employee knew or should have known of the contract violation shall be barred.

**SEC. 6** Any grievance not appealed in the time limits in each step in the grievance procedure shall be considered settled. On the basis of the last answer by the Hospital, any grievance not answered by the Hospital in the time limit shall be automatically advanced to the next step, provided, however, that the time limits may be extended in writing by the Hospital and the Union representative.

Saturdays, Sundays and Holidays shall not be included or considered as part of the "weekdays" in the previous steps with regard to the time frames.

**SEC. 7** Grievance for Breach. In the event that the Employer believes that the Union has violated Article VII, Section 4, no strike or work stoppage, of this Agreement, it may file a grievance with the Union's Staff Representative within ten (10) week days. If the grievance is not resolved within twenty (20) week days thereafter, the Employer may appeal said grievance directly to arbitration under Section 3, Step 5 of the Grievance Procedure in this Agreement. Nothing in this section shall limit the Employer's rights to other available remedies, including through state and federal agencies or courts.

## ARTICLE X

### SENIORITY

**SEC. 1** Hospital Seniority is defined by the Employee's most recent start date at the Hospital. Hospital seniority shall apply in the computation of PTO eligibility, pension eligibility, and other Hospital provided benefits. Layoffs will be determined by department based on Hospital seniority.

**SEC. 2** Department Seniority is defined as the length of time an Employee has been employed in the Employee's current department. Department seniority shall be used for the purpose of shift preferences and PTO scheduling. Department seniority shall not be considered in the event of layoff. (See Section 4, Layoff). Department seniority shall carry over in the event of involuntary transfer but will start over in the event of voluntary transfer out of the current department.

For the purpose of this section, the Employer will provide a list of departments and classifications to the Union in the first year of the contract. If the list of departments and classifications changes within the terms of the contract, each transfer will be considered on a case by case basis to determine appropriate department seniority.

Hospital and department seniority shall be terminated upon termination of employment, discharge for just cause or for the reasons indicated in Article X, Section 4.

Effective date of ratification or January 1, 2021, whichever is later, for all Certified Nursing Assistants, department seniority for the purposes of Article X Section 2 and Section 3 shall be the date of hire as a Certified Nursing Assistant in the bargaining unit with the Hospital.

**SEC. 3** Prior to posting housewide, all vacancies in a bargaining unit position in a department shall be posted in the department for a seven (7) calendar day period. Departmental postings shall be in writing with the following information: job classification, department/work unit, shift start/end times, and FTE. In the event no bargaining unit employee applies for the position, the vacancy shall be posted housewide. All vacancies in a bargaining unit position shall be posted housewide for a seven (7) calendar day period. All postings shall be in writing with the following information: job classification, department/work unit, shift start/end times, FTE, and over-time status.

Classification transfers, increases or decreases in authorized hours, and shift changes, when vacancies occur within the Employee's department, shall be on the basis of department seniority provided the qualifications and experience of the Employees involved are reasonably equal and department staffing patterns are met. "Staffing pattern" is defined as "the method used to determine the number and classification of staff needed to cover departmental workload."

Classification transfers, when vacancies occur outside the department, shall be on the basis of Hospital seniority provided the qualifications and experience of the Employees involved are reasonably equal.

Employees shall not be bumped from their shift or start time by another employee. Transfer to the new position by the awarded employee shall occur within six (6) weeks of the end date of the posting period referenced above whenever possible. Awarded employee shall be notified of expected transfer date.

Except in emergency situations, available hours in a given classification will be granted on the basis of department seniority provided the qualifications and experience of the Employees involved are reasonably equal. It is understood that supervisors will need to train a number of people for any given classification so there will be adequate coverage. In this case, "emergency situation" is defined as any change (necessitated by Employee termination, emergency leave of absence, illness, funeral leave or fluctuating census) that occurs once the department's current schedule is posted. "Fluctuating census" is defined as "any shift or period when census falls below or raises above anticipated levels."

**SEC. 4** Any layoff or reduction in force shall occur by Hospital seniority within each department unless otherwise agreed upon by the Hospital and the Union. The Hospital will notify the Union Coordinator or designee in writing at least 14 days prior to any layoff.

Subject to the guidelines above, Employees will be laid-off in the following order:

1. Temporary Employees.
2. On-call Employees.
3. All other Employees based on total hours of service for the Hospital. (Includes worked hours, vacation, holiday, PTO, bereavement/funeral leave, jury duty leave and NPA. Does not include PTO cash-in or overtime). Except as otherwise agreed upon within sections 4 and 5 of this article of the Agreement, hours worked during any previous employment with the Hospital shall not be included in total hours of service for the purpose of determining order of layoff.

A lay-off will necessitate that remaining Employees be scheduled to work those hours not covered as a result of the lay-off.

If Employees are to be recalled, they will be recalled inversely within the same guidelines. Employees will be recalled at no more than their previous number of authorized hours. Recalled Employees will be paid at the appropriate step of the wage scale as shown in Article V.

If Employees have not been informed of a recall date at the time of the layoff, they will be expected to report to work within fourteen (14) days of recall. Failure to return to work within the time frame specified will result in termination of employment in the position and termination of Hospital and department seniority.

Employees who are laid-off for more than one year will have their Hospital and department seniority terminated.

- SEC. 5** Former Employees of the Hospital, if rehired within one (1) year for the same work they previously performed, shall be paid at the experience rate as indicated in Article V provided the rehired/recalled Employee has previously served the probationary period required by the Union and has maintained the required skill and capacity. If the previous Employee is rehired, hospital and department seniority shall start over.
- SEC. 6** The recalled Employee's Hospital seniority shall include time previously worked at the hospital. If the Employee is recalled into the same department, the Employee's department seniority will include time previously worked in that department.
- SEC. 7** No employee can bump another employee from their authorized position defined as the management assigned job classification. Employees shall not be assigned work that the employee has not been trained or oriented to perform. There will be an Environmental Services subcommittee meeting within sixty (60) days of ratification to discuss strategies for training and orienting of Environmental Assistants, at which Liz Brenner a Commissioner from Federal Mediation and Conciliation Services, shall attend and mediate.

## **ARTICLE XI**

### **HOURS**

- SEC. 1** All full-time Employees, except rotating boiler operators, shall work either:
- a. 36 - 40 hours within a week coinciding with the Hospital pay periods; or
  - b. 72 - 80 hours within the Hospital's 14-day pay period.
- SEC. 2** Part-time Employees shall work either:
- a. 20 or more, but less than 36 hours per week when on a weekly basis; or
  - b. 40 or more, but less than 72 hours per pay period when on a pay period basis.

Where hours are variable, an eight (8) pay period average shall be used to determine status.

Part-time Employees shall be scheduled to work such hours as are necessary for Hospital functions.

- SEC. 3** Nothing herein contained shall be construed as a guarantee of hours of work either by the day, week, or bi-weekly period. Any lay-off or reduction of the work force due to a lack of work or lack of resources shall occur in accordance with Article X, Section 4. This provision shall not restrict the Hospital's right to determine how many full-time and/or part-time Employees are required in each classification.

- SEC. 4** Overtime Pay. Employees will be paid time and one-half for hours either worked in excess of:
- a. Forty (40) hours per week, if on a weekly basis; or
  - b. Eight (8) hours per day or eighty (80) hours within each 14-day period, if on the 8 and 80 rule. There shall be no pyramiding of overtime benefits.
- SEC. 5** Overtime Assignment. The Hospital shall make every reasonable effort in each classification to divide overtime relatively equally. If an Employee grieves as to the amount of overtime received in relation to other Employees in the classification, such Employee shall be given the next available opportunity for overtime work in the classification. However, the Hospital shall in no way be required to equalize overtime pay at the end of any contract period. Employees shall have the right to decline overtime work. Management reserves the right to use other employees to complete the work only for emergencies as covered in the Hospital's and or Department's Emergency / Disaster Plan.
- SEC. 6** Weekends Off. Employees scheduled to work Saturdays or Sundays shall be allowed alternate weekends off, subject to the needs of patient care, or unless otherwise desired or requested by the Employee.
- SEC.7** Weekends Off Twenty-Five Year Employees. Employees with twenty-five (25) or more years of seniority shall be allowed two (2) regularly scheduled weekend shifts off using PTO per calendar year without having to find a replacement or trade the weekend. The employee will not be required to take time off immediately prior to or following the requested weekend off. The weekend request will exclude weekends that encompass holidays. All requests must be submitted at least forty-five (45) calendar days prior to the event.
- SEC. 8** Clean Up Period. Employees doing unusually dirty work will be given a reasonable personal clean up period when necessary.
- SEC.9** Temporary Modified Duty. Exceptions for Employees who have been injured on-the-job and are working on temporary modified duty will be mutually agreed upon by the Hospital and the Union. The Union Representative or designee will be the contact. Administration of the modified duty program will rest exclusively with the Hospital.
- SEC. 10** Called in on Day Off. In the event an Employee is called to work on a scheduled day off, the Employee shall be paid time and one-half for the hours worked that day, or granted an alternate day off at the Employee's option. If an Employee chooses to take an alternate day off, the day must be mutually agreed to. This practice shall be followed only in the event of illness, hospital need, or an emergency.
- SEC. 11** Called In Minimum Hours. Employees called into work shall be guaranteed a minimum of four (4) hours pay unless such persons are paid to be on call.
- SEC. 12** Scheduling Regular Employees and Use of On-Call (Casual) Employees.

- a. The Hospital agrees that it will not use on-call staff to reduce the work or hours of bargaining unit Employees.
- b. Other than emergencies, before any on-call Employees are used, the following procedure shall be followed:
  1. "Emergency" shall be defined as "unanticipated, unscheduled vacancies of less than twenty-four hours (24 hours) notice in which the Hospital has no opportunity to call in bargaining unit Employees."
  2. All interested bargaining unit Employees shall sign up each pay period listing their dates of seniority and specifying their interest in available work and hours available for work. Employees may offer to work partial shifts to fill needs on the schedule, subject to the needs of patient care, and at the discretion of the Employer.
  3. All work in excess of regularly scheduled bargaining unit work shall be assigned to bargaining unit Employees by seniority. Shifts shall first be awarded by seniority to employees picking up full shifts then by seniority to employees picking up partial shifts.
  4. If no bargaining unit Employees are available or willing to perform the work or hours, on-call Employees may be used.

**SEC. 13** Employees are expected to accurately record their work time by swiping in and out at their actual scheduled shift times. Worked time, including overtime, will be calculated using the rounding method. The starting time will be subtracted from the ending time and the standard meal period of thirty (30) minutes will be deducted. The time will be counted in whole hours plus fifteen (15) minute increments. Employees who are required to wear uniforms that are furnished by the Employer will be given adequate time to change as defined by the department manager.

**SEC.14** Scheduling. Work Schedules shall be posted at least two (2) weeks prior to the start date of the schedule Employee shall be scheduled with at least eight (8) hours off between scheduled shifts. Employees shall not be required to work more than seven (7) consecutive days except for emergencies as covered under the Hospital's and or Department's Emergency/Disaster Plan. Days off cannot be changed unless mutually agreed between employee and the Hospital except for emergencies as covered under the Hospital's and / or Department Emergency/Disaster Plan. The Hospital will make a notation on the schedule to reflect trades between employees.

Set schedules shall be offered to all employees by seniority, whenever possible. Employees by seniority may voluntarily elect to work a twelve (12) hour shift if such shift is available. Self-scheduling where permitted, shall be granted by seniority. Any self-scheduling shall be done within the parameters established by the department head.

Employees working variable start times shall not be required to work more than two (2) different shifts and no more than two (2) start time switches in a pay period. When straight shifts are permitted, they shall be granted by seniority.

The Hospital will not schedule split shifts. Special circumstances will be considered on a case-by-case basis. Employees must initiate the request to work alternative hours. Employees will not lose authorized hours as a result of this request. The Union Coordinator and Local Union Representative will receive a copy of the request, which includes alternate hours, within five (5) working days. Under no circumstances will the Hospital schedule alternative hours.

Work Schedule changes shall be kept to a minimum. Except in cases of illness or emergency, an Employee's work schedule will not be changed unless the Employee is notified at least seventy-two (72) hours in advance. Such Employee shall be verbally notified and have the opportunity to discuss the change with the Employee's supervisor.

**SEC. 15** Christmas Eve or New Year's Eve for PM Shift Employees. For Environmental Services employees working the PM shift with areas that are closed early on Christmas Eve or New Year's Eve, employees may be allowed, at the manager's and employee's mutual agreement, to start their shift at the time of the closure of their assigned area or another mutually agreeable time.

## **ARTICLE XII**

### **UNION SECURITY**

**SEC. 1** The following provision was invalidated by 2015 Wisconsin Act 1:

All Employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment on and after the sixtieth (60th) day following the beginning of their employment to the extent of paying the initiation fee and periodic membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

In the event of a law change which will allow for Union Security, the parties agree to meet and collectively bargain concerning the reactivation of this language and if they agree to reactivate the language, the implementation and impact of same.

**SEC. 2** Employees shall have the right to join or not join the Union.

## **ARTICLE XIII**

### **DUES CHECK-OFF**

**SEC. 1** 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 (1st) two (2) pay periods of each month. A

deduction shall be forwarded to an official designated by the Union to receive such check off deduction monies with the report referenced in Article VII, Section 18.

**SEC. 2** 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.

**SEC. 3** COPE check-off. The Employer 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 with the report referenced in Article VII, Section 18.

#### **ARTICLE XIV**

##### **TECHNOLOGY**

**SEC. 1** Use of Technology. The Hospital agrees that it will not use information obtained from technology as the sole means of identifying performance deficiencies or concerns but reserves the right to use such information to substantiate performance deficiencies or concerns. In addition, information obtained through technology may be used in situations where the Employer has reasonable cause to suspect that an employee has engaged in misconduct and/or unlawful activity (e.g. theft, physical abuse of a patient, discrimination/harassment). The Hospital agrees not to post/share individual or small sample size information collected from technology.

**SEC. 2** Examples of Technology. For purposes of this agreement, technology shall include but is not limited to cameras, videotape, photographs, phones (Cisco and other), aero scout, and any other devices used to collect data, activity, etc. in the workplace currently or in the future.

#### **ARTICLE XV**

##### **ENTIRE AGREEMENT AND DURATION**

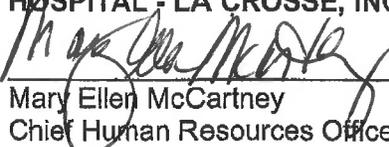
**SEC. 1** This Agreement supersedes any and all agreements, whether written or oral, previously recognized by or entered into by the Hospital and the Union. This Agreement contains all of the terms and conditions agreed to by both parties, and the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Each party voluntarily and unqualifiedly waives the right and each

agrees the other shall not be obligated to reopen this Agreement with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement.

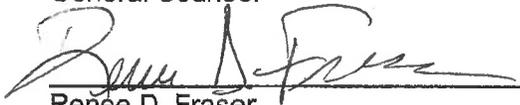
**SEC. 2** This Agreement shall be in full force and effect as of the 1<sup>st</sup> day of January, 2021 and shall continue thereafter in full force and effect until midnight the 31<sup>st</sup> day of December 2021 and thereafter on a year to year basis unless written notice of termination of this Agreement is given by either party to the other in writing on or before ninety (90) days prior to the termination date.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized representatives effective January 1, 2021.

**GUNDERSEN LUTHERAN MEDICAL  
CENTER, INC. f/k/a LUTHERAN  
HOSPITAL - LA CROSSE, INC.**

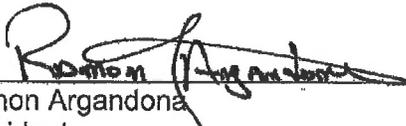
  
Mary Ellen McCartney  
Chief Human Resources Officer

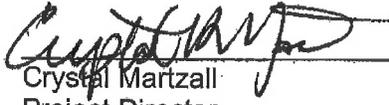
  
Dan Lilly  
General Counsel

  
Renee D. Fraser  
Director, Employee and Labor Relations

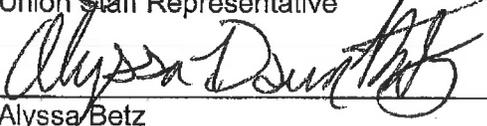
  
Jean Muehlenkamp  
Human Resource Program Consultant

**SEIU HEALTHCARE  
WISCONSIN CTW, CLC**

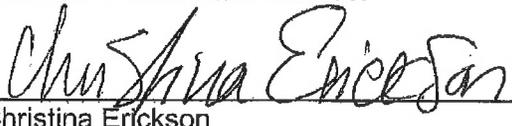
  
Ramon Argandona  
President

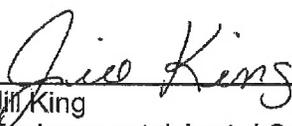
  
Crystal Martzall  
Project Director

  
Amy Dummer  
Union Staff Representative

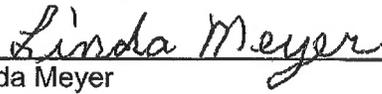
  
Alyssa Betz  
Environmental Asst. / Committee Member

  
Kristina Ellcey  
Diet Aide / Committee Member

  
Christina Erickson  
CNA / Committee Member

  
Jill King  
Environmental Asst. / Committee Member

  
Rogelio Kohler  
Washroom Operator / Committee Member

  
Linda Meyer  
Linen Asst. / Committee Member

  
Kelli Smith  
Diet Aide / Committee Member

  
Michael Thielker  
Stockroom Clerk / Committee Member