

COLLECTIVE BARGAINING
AGREEMENT

BY AND BETWEEN

ASPIRUS RIVERVIEW HOSPITAL AND CLINICS, INC.

AND

SEIU WISCONSIN, CTW, CLC

JANUARY 1, 2023– DECEMBER 31, 2025

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, MADE and entered into as of this 1st day of January, 2023, by and between the Aspirus Riverview Hospital and Clinics, Inc., a non-stock, non-profit corporation, organized and existing under and by virtue of the laws of the State of Wisconsin, located at Wisconsin Rapids, Wisconsin, hereinafter referred to as the “Hospital”, and SEIU Wisconsin, CTW, CLC, hereinafter referred to as the “Union”.

WITNESSETH:

That the parties hereto desire to establish an instrument for the regulation of the terms and conditions by which certain employees shall work for the Hospital during the term of this Agreement; and

WHEREAS, both the parties hereto desire to promote harmonious relations between themselves and secure mutual cooperation;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree to and with each other as follows:

ARTICLE I

RECOGNITION, DEFINITIONS, UNION ACTIVITY, AND CHECKOFF

Section 101 -- Recognition:

The Hospital recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment for all regular full-time and regular part-time employees in the following described collective bargaining unit, to-wit: all Certified Nursing Assistants, Central Service Assistants, Food and Nutrition Services Workers, Environmental Services Workers and Linen Services employees, excluding executives, supervisors, office, technical, professional, supplemental and temporary employees.

Section 102 -- Union Security:

102.1 – To the extent permitted by law, the Hospital agrees that all employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement. All employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required, as a condition of continued employment, to become members of the Union at or within sixty (60) days after the effective date of this Agreement. All employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union at or within sixty (60) days following the date of employment.

102.2 – To the extent permitted by law, an employee who shall tender the initiation fee (if not already a member) and all periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to have met the condition of employment requirement.

102.3 -- Utilizing an electronic format (an MS-Excel file format), the Hospital agrees to furnish the Union with the employee name (First Name and Last Name in separate data cells), employee number, home address (with Address, City, State, and Zip code in separate data cells), job classification, FTE of record, rate of pay, hire date, seniority date, department, gender, race/ ethnicity, date of birth, deductions for initiation fees, union dues and COPE, home telephone number (if available), cell phone number (if available), home e-mail address (if available) and termination date (if applicable) for each employee in the collective bargaining unit once per calendar month. The Hospital will also report new hire and termination information to the Union utilizing its internal e-mail system Intranet at least every thirty (30) days. The parties agree that new employees will be notified that such information will be given to the Union by virtue of their receiving a copy of this Collective Bargaining Agreement.

102.4 -- A Work Site Leader shall be allowed thirty (30) minutes once a week to conduct Union affairs on the premises of the Employer; provided, however, said Work Site Leader shall not interfere with the work being carried out by the employees or the operation of the facility. A designated Work Site Leader will be allowed a thirty (30) minute time slot to brief employees about the Union during department orientation. All such time shall be considered Union business and be unpaid.

102.5 -- To the extent permitted by law, when an employee is delinquent in meeting Union financial obligations, the Union shall notify the employee and make every reasonable attempt to send a final notice to the employee by certified mail, return receipt requested, stating the amount owed; whether it is dues, initiation fees, or other charges; what period of time is covered by the charges; the final date payment of the charges will be accepted, and the consequences for failure to make payment. A copy of the final notice shall be sent to the Hospital. If the employee fails to make payment by the final payment date, the Union will notify the Hospital in writing and request termination of employment. Such termination of employment shall be imposed within twenty-four (24) hours of the date the Hospital receives notification, provided the Union provides documented evidence that the employee was duly notified in accordance with the provisions of this subsection.

102.6 -- The Hospital agrees to make bulletin board space available to the Union for the purpose of posting of Union notices relating to meetings, dues, and general Union activities.

102.7 -- The parties agree that the Hospital will not compensate unit members for time spent in negotiations, however, any work time missed will be counted toward accrual of benefits.

102.8 -- The parties agree that mutual interest meetings may be requested by either Management or the Union, as needed. An agenda of issues must be provided at least five (5) work days prior to the meeting.

102.9 -- The Employer agrees to deduct and transmit to SEIU Committee On Political Education (COPE), all monies deducted per pay-period from the wages of those employees who voluntarily authorize such contributions on the form provided by SEIU Wisconsin for that purpose. These transmittals shall occur for each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 103 -- Definitions:

103.1 -- For the purpose of interpreting any part of this Agreement, the following terms shall have the meaning set forth below unless a different meaning is specifically set forth in any Article, Section, or Paragraph.

103.2 -- "Regular full-time employee" shall mean that employee who is regularly scheduled to work not less than sixty (60) hours per two-week pay-period.

103.3 -- "Regular part-time employee" shall mean that employee who is regularly scheduled to work less than sixty (60) hours but thirty-two (32) or more hours per two (2) week pay-period.

103.4 -- "Supplemental Employee" shall mean that employee who is not regularly scheduled each week; who normally works less than sixteen (16) hours a week; or student. Time worked as fill in for absent employees will not alter the casual employee's status.

103.5 -- "Temporary Employee" shall mean that employee who is hired only for a specific job for a specified period of time, not to exceed three (3) months. It is not intended that temporary employees are hired to substitute for part-time employees in the same job classification who could be available to work nor disrupt the use of full and part-time employees outlined in Section 302.3. The Hospital will notify the Union of such temporary employees before their start date.

103.6 -- "Regularly Scheduled" as used in 103.2, 103.3, and 103.4 shall mean the work schedule defined by the master staffing schedule of the department. The number of hours an employee may actually work may vary due to such things as workload fluctuations and availability of staff. An employee's status is determined by the position he/she occupies and may change by a transfer to a different position.

103.7 -- Regular full-time and regular part-time employees shall be governed by the terms of this Agreement. Supplemental and temporary employees are specifically excluded as members of this collective bargaining unit and shall not enjoy any of the benefits of this Agreement. If a supplemental or temporary employee fills a regular full-time or part-time position, his/her seniority and benefits are determined in accordance with Section 602.2 of this Agreement. If the employee has been employed for at least sixty (60) calendar days at the time of change, the probationary period will be considered completed as of the effective date of the change. If the employee has been employed for less than sixty (60) calendar days, then the probationary period is completed in accordance with section 601.2.

Section 104 -- Checkoff:

The Hospital, where so authorized and directed by an individual employee in writing upon the authorization and direction form, provided by the Union, will deduct Local Union initiation fees and Local Union dues, as certified by the Union, each pay-period from the wages of such employee, and remit the same monthly to the Local Union utilizing an electronic format, (an MS-Excel file format) subject, however, to the following terms and conditions:

- a. The authorization and direction form shall be operative only when filed with the Hospital through its Human Resources Department.
- b. If the authorization and direction form is filed on or before the tenth (10th) day of a calendar month, deductions shall commence with the second payday of that calendar month. If it is not filed until the tenth (10th) day of the calendar month, deductions shall commence with the second payday of the following month.

- c. Deductions shall be made from the first two payperiods of each month in an amount specified by the Union. If no wages are paid an authorizing employee on the second payday of a given month, deductions for that month will be payable by the employee directly to the Union secretary.
- d. A dues deduction authorization properly filed will be deemed to extend through the life of this Agreement and any extension or renewal of it jointly agreed upon by the parties, and also through the life of any succeeding labor agreement or agreements between the present parties under which the Hospital may agree to honor the authorization. It is understood that any authorization for such payroll deductions shall be voluntary on the part of the employee, and may be cancelled upon fifteen (15) days written notice to the Hospital and the Union.
- e. Execution of an authorization and direction form shall not be a condition or requisite of employment in the Hospital.

ARTICLE II

STRIKES AND LOCKOUTS

Section 201 -- No Strike:

The Union agrees for itself and its members that there shall be no strikes, sympathy strikes, threats to strike, picketing, boycotts, work stoppages, walkouts, or slowdowns during the life of this Agreement.

Section 202 -- No Lockouts:

The Hospital agrees that there shall be no lockouts during the life of this Agreement.

Section 203 -- Unauthorized Activities:

The Union and the Hospital agree that any employee taking part in a strike, a threat to strike, picketing, boycott, work stoppages, walkout, slowdown, or is absent from work due to any of the above activities without Hospital permission, shall be subject to immediate discharge in the discretion of the Hospital.

ARTICLE III

WAGES AND HOURS

Section 301 -- Wages:

301.1 -- Regular full-time and regular part-time employees shall be paid according to the wage scales as contained in Exhibit "A" attached hereto and made a part hereof.

301.2 -- Experienced employees, if hired for the same work which they previously performed at Aspirus Riverview Hospital and Clinics, Inc. or elsewhere, will be given credit above the start rate per year of relevant service, provided such employees may be required to serve the sixty (60) day probationary and training period, including any extension thereof. Such employees shall, however, be considered new employees under all other provisions of this Agreement. In no event shall such employees be paid more than current bargaining unit employees.

301.3 -- Supplemental and temporary employees shall not be paid in excess of the rates provided in this Agreement for regular full-time and regular part-time employees.

301.4 -- An employee who is designated by Management to be in charge of the department shall be paid the employee's base hourly wage plus ten (10%) percent of the employee's base hourly rate per hour worked in such capacity. The determination of which employee is selected and under what circumstances such action is taken will be at the sole discretion of Management. Where such is relatively equal, seniority shall prevail.

301.5 -- Employees covered by this agreement shall be eligible for Critical Extra Shift pay per the terms of the Aspirus Critical Staffing Pay Policy.

301.6 -- Employees who are not needed for their scheduled shifts and who are not notified at least twenty-four (24) hours in advance not to come to work shall receive two (2) hours layoff pay and, if they report-to work at their scheduled work time, they shall also receive a minimum of one (1) hour of pay at the appropriate rate regardless that the time actually worked may be less than one (1) hour. If such notice is not given due to a natural or man-made disaster, employees will not be eligible for lay off or reporting pay. A disaster shall be defined as an event such as a large fire, act of terrorism, or major storm causing property damage and unusually hampering utilities, communication or travel.

Employees who work four (4) or more hours of a scheduled shift are not eligible to receive layoff pay.

301.7 -- Employees who work the evening shift will receive a one dollar and fifty cent (\$1.50) differential. Those employees working the night shift will receive a two dollar and fifteen cent (\$2.15) differential. Shifts are defined as follows:

Day Shift:	7 a.m. to 3:00 p.m.
PM Shift:	3:00 p.m. to 11:00 p.m.
Night Shift:	11 p.m. to 7:00 a.m.

Aspirus will pay a shift differential for hours worked during the defined shifts provided the employee has worked a maximum of two (2) hours into the shift. If a shift extends into the following shift, the original shift differential, if applicable, would be paid up to two (2) hours into the shift. If the work extends beyond two (2) hours into the shift, the differential for that shift, if applicable, will be paid for the entire shift.

301.8 -- Management may place Certified Nursing Assistants on-call. Procedures and compensation related to on-call duty shall be:

- a. If an employee is laid off, Management may place that individual on-call for that shift. The employee shall receive two dollars and seventy cents (\$2.70) per hour for the entire period of on-call duty. If subsequently called to work, employee shall also be paid one and one-half times (1.5x) base rate for a minimum of two (2) hours.
- b. If Management needs an on-call employee as an addition to the scheduled staff, employees will be offered the opportunity in order of seniority. The employee placed on-call will receive two dollars and seventy cents (\$2.70) per hour for the entire period of on-call duty. If subsequently called to work, the employee will receive one and one-half times (1.5x) base rate for a minimum of two (2) hours.

301.9 -- Employees shall receive an hourly premium of one dollar and sixty-five cents (\$1.65) per hour in addition to their base hourly rate for hours worked on weekends. The weekend shall begin at 3:00 p.m. on Friday and end at 7:00 a.m. Monday.

Part-time Food and Nutrition Services employees will be assigned an every other weekend rotation. No Food and Nutrition Services employee will be scheduled to work every weekend. Employees may work additional weekends by volunteering, or if they are forced through the credit system after the schedule post. These shifts may qualify for the Extra Shift Pay.

301.10 -- The parties agree that all employees shall participate in the direct deposit payroll and shall continue participation as long as Management elects to process payroll in this manner.

301.11 -- Additional compensation for job classifications, including but not limited to increasing minimum starting or current pay, implementing sign-on bonuses for new hires, retention bonuses for current staff, will be determined by management based on the following criteria: qualifications, duties, assignments, supply and demand, retention needs, years of experience, work performance, market conditions, and the employee must be in good standing.

The employer shall notify the Union at least thirty (30) work days prior to any change(s) as to the effective date and the specifics of such change(s). The Union will notify the Employer within five (5) days of receiving the notice if it intends to bargain over the proposed change(s). The Employer and the Union shall meet at a mutually agreeable time within the following ten (10) days to negotiate the changes. If, prior to the effective date of the change(s), the parties are unable to reach agreement, the Employer, at its option, may implement the proposed changes.

Section 302 -- Hours:

302.1 -- The intention of the Hospital is to adhere to the eight (8) hour day and forty (40) hour week whenever possible. However, strict adherence to the eight (8) hour day and the forty (40) hour week is not always possible due to the nature of Hospital work. The Hospital agrees that it shall pay one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours in any week.

302.2 -- The work week shall be Sunday through Saturday. The work week shall begin at 7:00 a.m. on the first day of the week and end at 6:59 a.m. on the last day of the week. The pay period shall begin with the beginning of the work week and end fourteen (14) consecutive days later.

Environmental Services and Food Service employees shall not be scheduled for split weekends unless required to do so per Section 302.3. If an employee takes PTO the Saturday before and/or Sunday after a full week of PTO, that PTO will not count toward extra weekends off per Exhibit D: PTO on Weekends.

Employees with PTO and scheduled vacations around master days off for the remainder of 2023 as of the date of implementation shall maintain those days off without submitting for additional PTO or suffering loss of wages. The Employer shall notify the Union at least twenty (20) work days prior to the date of implementation. The Employer and the Union will meet within ten (10) work days of the notification to review and mitigate impacts on the Employees.

*Note the effective date of this change is to coincide with implementation of Infor for payroll and will also include a pay period change for ARH.

302.3 -- Employees will be scheduled to work no more than every other weekend. Prior to the posting of a work schedule, open weekend shifts shall first be posted and then awarded to appropriately trained part-time and full-time employees signing such postings on the basis of seniority. If no part-time or full-time employees volunteer, remaining open weekend shifts will be assigned on a rotating basis to part or full-time employees using the credit system. Employees who volunteer for and subsequently work an extra weekend shift will earn a credit against their future assignment due to the rotation. Employees may only earn credits for their primary positions and, where shift seniority is involved, their regular shifts. Employees who fail to work all or part of a voluntary weekend shift shall not earn a credit and employees who fail to work all or part of an assigned weekend shift will still need to take their turn in the rotation unless such alterations are at the request of Management. Employees may request a day off in lieu of a credit at the time they volunteer for an extra shift. Granting of such requests will be at the sole discretion of Management.

302.4 -- One unpaid meal break of thirty (30) minutes in length will normally be provided as part of the regular work shift schedule for employees who are scheduled to work a shift of five (5) or more hours. Exceptions are allowed where mutually agreed to by the Hospital and Union. The scheduling of meal breaks shall be at the discretion of the department head. All meal breaks are unpaid.

302.5 -- Employees will normally receive one fifteen (15) minute paid rest break for each four (4) hours scheduled to work, except in cases when an extraordinary workload does not permit. Rest breaks are scheduled at the discretion of the department head.

302.6 -- An employee who attends a mandatory meeting on a regularly scheduled day off will be paid for a minimum of one (1) hour.

Section 303 -- Shifts (Housekeepers):

303.1 -- Each housekeeper shall be assigned to work on a specific defined shift (e.g. days, evenings, or nights). Any shift starting on or after 5:00 am but before 12:00 noon is a day shift; any shift starting on or after 12:00 noon but before 10:00 pm is an evening shift; any shift starting on or after 10:00 pm but before 5:00 am is a night shift. Shift seniority shall be based on such day, evening, or night shifts. Permanent shift assignments will be made at the time of employment and changed only by mutual agreement or possibly as a result of indefinite layoffs. Changes in permanent shift assignment will depend on whether or not an opening is available and the employee's aptitude, ability, and seniority for the job.

Section 304 -- Work Schedules, Call-Ins, and Overtime Distribution:

304.1 -- For purposes of determining advance work schedules, the Hospital shall have the sole discretion to determine the days of the week and the hours of the day each employee shall be scheduled. Work schedules will be normally posted in advance. Any questions or complaints regarding a posted work schedule must be brought to the person responsible for the schedule prior to the first day covered by the schedule. The posted work schedule may be altered by the Hospital as staffing requirements dictate. All changes in the work schedule must be approved by the employee's supervisor. After the schedule has been posted, if changes are necessary, the Hospital agrees to notify the employee involved.

304.2 -- At the time the work schedule is posted, a sign-up schedule covering the same time period will also be posted. This is for use by employees not incurring overtime to identify those days off on which they would be willing to work. To fill vacancies in a schedule which occur after it is posted and for which Management receives

less than seven (7) days notice, Management will first refer to the sign-up schedule for volunteers. If more than one person has signed up for the shift in need, the most senior person will be called in to work; up to a maximum of forty (40) hours worked in a week. If no one is listed on the sign-up schedule, the procedures of Section 304.3 will be followed. For vacancies for which Management receives at least seven (7) days notice, the procedure in Exhibit F will be followed. Requests for scheduled PTO, and medical and other leaves of absence are not considered unplanned vacancies except for the first seven (7) days of the period of notice to the employer.

304.3 -- If more staffing needs occur than the sign-up sheet can cover, the Hospital will offer the work to the qualified employees, in order of seniority, and which would not result in overtime hours. If shift seniority is involved, employees with shift seniority will be offered the work first. The Hospital may then offer the work to employees on other shifts. If no employee volunteers, the Hospital may then call-in supplemental employees. Supplemental employees are not a part of the seniority list and may be used at the sole discretion of the Hospital. If no straight-time employee volunteers, the work will be offered, by seniority, to all employees over forty (40) hours.

304.4 -- In the event no straight-time or over forty (40) hour employee volunteers, the least senior qualified person, starting with the least senior part-time employee and working through to the most senior full-time employee in the department, will be required in on a rotating basis. The Hospital shall keep a record of who has been "*required in*" so that the person doing the replacing knows who is next on the list. "*Rotating*" means alternating with each employee in the department so that no one employee can be "*required in*" on two (2) consecutive occasions; no matter how many days have elapsed. When the employee is called to work on a regular scheduled day off, they will not be required to take another day off.

304.5 -- The intended role of every part-time employee is two-fold: First, to work a predetermined schedule and, second, to be available to work extra to fill in when staffing shortages occur. Part-time employees are relied upon to be available for extra scheduled work shifts and call-in for unplanned vacancies. Any part-time employee who consistently does not volunteer when contacted or whom Management consistently is unable to contact by telephone, is not fulfilling their obligations under this Agreement and may be subject to disciplinary action.

304.6 -- In the event an error is made by the Hospital in following the call-in procedures (both straight-time and overtime), the remedy will be to pay to the employee(s) not properly called, straight-time pay for the shift or number of work hours involved in the situation.

304.7 -- Alteration of posted work schedules may be necessary due to the return of an employee from leave of absence. Within three (3) workdays of the receipt of proper notification from the employee, the employee will be placed on the work schedule and returned to work on their regular shift. Such employee will bump the employees who were scheduled to fill-in for the employee.

304.8 -- Employees who call in on their scheduled weekend to work will be called in or scheduled to work a future open weekend before any rotation system is utilized. Employees who call in on their scheduled holiday to work will be called in or scheduled to work a future open holiday before any rotation system is utilized. There shall be no time limit to these respective obligations. These provisions do not apply to absences covered by FMLA.

304.9 -- Management may schedule employees with temporary partial disabilities at its discretion within the physical restrictions established by the employee's health care provider.

304.10 -- Subject to the remaining provisions of this agreement, such as those dealing with scheduling weekends, holidays and other shifts, the Hospital will reasonably avoid requiring an employee to work more than eight (8) days in a row.

304.11 -- Subject to the remaining provisions of this Article, the Hospital will utilize "block/master" scheduling patterns by seniority when creating work schedules to the extent practicable. However, for Nursing Assistants only, block scheduling patterns will be utilized for "Career" Nursing Assistants by seniority and no block scheduling request will be unreasonably denied. After "Career" Nursing Assistants are scheduled, "Student" Nursing Assistants will be block scheduled by seniority and no block schedule will be unreasonably denied. Nursing Assistants may request, at their sole discretion, to not utilize a block scheduling pattern.

304.12 -- Given the mutual agreement of the involved employees, trades will be considered and granted in accordance with this section. Trades may only be made within a pay-period, after a work schedule is posted and may not result in overtime. Approval of trades will be based on department guidelines for number of employees off at one time. PTO requests take precedence over trades. Employees may not trade PTO requests. In the Food and Nutrition Department, one trade per employee per four week schedule may be denied for the purposes of cross-training.

304.13 -- If an employee is unable to report for work due to illness or injury, the employee must notify their department director as far in advance as possible. If the department director is not available, the employee must use the method described by departmental policy. Notice must be made by the employee unless he/she has severe medical problems and is unable to do so.

304.14 -- Employee schedules shall not be changed without at least forty-eight (48) hours-notice. If a vacancy occurs within the forty-eight (48) hours before the shift, employees will be notified as soon as possible.

ARTICLE V

DISCIPLINE AND DISCHARGE

Section 501 -- Discipline and Discharge:

501.1 -- The parties agree that it is important to maintain an orderly, efficient, and safe environment for the purpose of providing service to its patients and to protect its employee, patients, and visitors.

Management shall have the right to establish rules as it deems necessary and retains the right to make the final determination of all rules. The Hospital will distribute proposed rules and/or rule changes to the union at least forty-five (45) days prior to their planned implementation and will discuss proposed rules/changes at the union's request within this time.

The parties recognize that no list of Employee Rules can fully anticipate all possible situations for which discipline is appropriate and necessary. Such cases as may arise outside the scope of these rules will be treated individually on their own merit and following recognized labor relations practices.

501.2 -- The Hospital supports progressive discipline for just cause. The normal progression of disciplinary action shall be:

1. Documented Counseling for initial work rule violations or work performance or behavioral issues;

2. Written Warning for work rule violations and/or performance, or behavioral issues that do not resolve after the documented counseling.
3. Final Written Warning for continued violations, performance or behavioral issues. May include a decision making leave of up to three (3) working days.
4. Termination for the continuation of behaviors previously documented as violations of policy, or for violations that, standing alone, require immediate removal from Aspirus.

Corrective action for any non-serious work rule or work performance issues that occurred more than a year in the past, will not be considered when determining the level of progressive discipline.

The parties agree that serious work rule violations may be cause for a final written warning/decision-making leave or termination.

Decision-making leave will normally be served within fourteen (14) calendar days of an employee being notified. This timeline may be extended by mutual agreement.

501.3 -- The Hospital will, with reasonable promptness, notify the Union Representative of all such disciplinary actions taken. The Hospital will provide copies of the written notices of disciplinary actions to the Union Coordinator for the Union.

501.4 -- Nothing in this section shall restrict the Hospital from immediately discharging an employee for a serious violation of Hospital rules or serious misconduct whether or not it is covered by a specifically published rule.

501.5 -- If an employee feels unjustly treated, the matter may be submitted as a grievance in accordance with the provisions of the grievance procedure. In the case of any discharge of an employee, the Hospital will, with reasonable promptness, advise the representatives of the Union of the reasons for discharge and a Work Site Leader on duty will be called in to witness such discharge. If a Work Site Leader is not on duty, the Hospital will immediately suspend the employee subject to discharge at a time a meeting with a Work Site Leader can be arranged.

501.6 -- The Hospital shall have the exclusive right to determine attendance related problems, such as absenteeism and tardiness, and to discipline employees for such.

ARTICLE VI

EMPLOYMENT, SENIORITY, PROMOTIONS, TRANSFERS, FURLOUGHS, LAYOFFS, RESIGNATIONS AND JOB POSTINGS

Section 601 -- Employment:

601.05 -- The parties to this Agreement desire to promote harmonious relations, secure mutual cooperations, and advance a relationship characterized by mutual dignity and respect.

601.1 -- Selection and hiring of employees shall be the exclusive right of the Hospital.

601.2 -- All new employees shall serve a probationary period of not more than sixty (60) days during which time such employee can be dismissed without assigning any cause, and such discharges shall not be subject to the

grievance procedure. However, it is agreed that the probationary period may be extended for a period of thirty (30) days upon mutual consent of the Union and the Hospital. Rehired employees shall be considered new employees.

601.3 -- If a full-time or part-time employee changes to supplemental status for any reason, such employee will cease to accrue any benefits. Any paid time off hours remaining will be paid to the employee at his/her straight-time hourly rate in effect on the date of the change. Further, if any employee is reduced to supplemental by the Hospital, the employee's shift seniority (if applicable) and department seniority will be frozen, to be used to determine new balances if the employee returns to full or part-time.

Section 602 -- Seniority:

602.1 -- The seniority of each employee shall be established as to hospital seniority, department seniority, and for Environmental Services, shift seniority. For the purposes of this Agreement, the following departments are hereby designated:

- a. Food and Nutrition Services Department: Includes all Dietary Cooks, Dietary Aides, Kitchen Porters, and Dietary Assistants.
- b. Environmental Services Department: Includes all Environmental Services Specialists and Floor Care Specialists.
- c. Linen Services Department: Includes all Linen Specialists and Linen Specialists II.
- d. Nursing Department: Includes all Nursing Assistants (CNA), except surgery.
- e. Nursing Department (Surgery): Includes all Surgery and Outpatient Procedures Assistants.
- f. Central Service Department: Includes all Central Service Assistants.

602.2 -- Hospital seniority shall be determined by the effective date the employee starts employment with Aspirus Riverview. Department seniority shall be determined by the effective date that an employee enters a department (as defined in Section 602.1) into a regular full or part-time position. Shift seniority shall be determined by the effective date an employee is regularly assigned to the shift. For supplemental and temporary employees who change to regular full-time or part-time status, their department, shift, and Hospital seniority are determined by the effective date of the change in status. When an employee is transferring to a new job, shift or department, the effective date for seniority and benefit purposes shall be the date the employee is notified by Management. Such notice shall be in writing. If a wage change is involved, the rate of pay will change effective the date the employee actually enters the new assignment. Employees who transfer, however, will retain their "position dates" for future step increases.

602.3 -- Seniority, providing the employee is capable of performing the work required, shall govern in promotion, transfer, filling vacancies, new jobs, layoffs, and recalls after layoff. The capability of the employee will be determined by meeting the qualifications exclusively established by Management. "Promotions" are defined as changes in classification which result in changing to a higher wage scale, as established in Exhibit A of this agreement.

602.4 -- Regular full-time employees shall have seniority over regular part-time employees regardless of date employed, length of service, or employment. An employee's current classification (e.g. full-time or part-time) shall serve as the basis in determining the seniority rights.

602.5 -- Seniority is automatically cancelled if the employee voluntarily resigns, is discharged, retires, fails to return from layoff within five (5) days of recall, is laid off for one (1) year, does not return from leave of absence,

or does not return to work from a work-related disability when released by a doctor. In the event that an employee is on a medical leave, the Hospital will attempt to engage in an interactive dialogue with the employee prior to terminating them pursuant to this article.

602.6 -- An employee who discontinues regular full-time work or regular part-time work is not eligible to participate under the provisions of this agreement and loses all seniority.

602.7 -- Hospital seniority shall only be used to determine the applicable PTO accrual rate for each employee and for application under Section 602.3 in cases when no applicant has department seniority in the department where the vacancy exists.

602.8 -- Departmental seniority shall apply to all other matters in which seniority is applicable, except for housekeepers, in which case shift seniority shall apply.

602.9 -- An employee permanently transferred from one department to another will retain hospital seniority, but his/her departmental seniority will be based on their transfer date.

602.10 -- An employee who is promoted or is transferred shall be given a training and qualifying period determined by Management. The standard period for each job will be established in writing in each department. If, at the end of this period, the employee: (1) fails to qualify, or (2) the job is discontinued, such employee shall be allowed to return to his/her former job without loss of seniority and will not be required to serve a probationary period. The employer agrees to negotiate the impact of any changes to the qualifying period or periods prior to implementation.

602.11 -- Employees who are called in to work or who voluntarily switch their work schedule with another employee shall retain and accrue their own seniority only.

Section 604 -- Transfers:

604.1 An employee must have at least one year of departmental seniority prior to a temporary or permanent transfer outside of their department.

604.2 Employees shall not be permanently transferred from one department to another without the consent of the employee, except in cases where it is found that an employee is not qualified for work in one department, but could possibly qualify for work in another department. Temporary transfers not exceeding sixty (60) days at any one time may be made at the option of the Hospital, and will not interrupt the status of departmental seniority as defined in Section 602 of this Article. The Union shall be advised before a departmental transfer is made.

Section 605 -- Layoffs, Hours Reductions, and Recalls:

605.1 -- If the Hospital determines that a reduction in the number of work hours for employees is necessary, the following procedure shall be adapted:

1. Voluntary layoffs will be offered to the employees in the affected job classification(s) in descending order of seniority (i.e. most senior to least senior).
2. If volunteers do not cover all the layoffs or furloughs offered, then the following procedure shall be followed:

- a. Supplemental and temporary employees in job classification(s) involved will be reduced, furloughed, or laid off first.
 - b. Part-time employees in job classification(s) involved will be the next employee to be reduced, furloughed, or laid off based on departmental seniority. Such employees may, in turn, replace employees in the same or a lower pay grade classification within their department, who have less departmental seniority provided the replacing employee is qualified to satisfactorily perform the job.
 - c. Employees who are displaced from their jobs as a result of such a bump-back procedure may themselves move back and replace employees having the least seniority in any classification in the same or lower pay grade, providing such employees qualify to satisfactorily perform the job and has greater departmental seniority.
 - d. In the event the layoff, furlough, or reduction of supplemental, temporary and part-time employees in a job classification does not achieve the necessary reductions, then full-time employees will be the next employees to be reduced, furloughed, or laid off, based on departmental seniority. They, in turn, can bump-back to replace employees in the same or lower pay grade classifications within their department as in procedure c. above.
3. The Hospital will notify the Union if it is necessary to layoff, furlough, or reduce the workforce in any way. The Union may request to meet and confer about these decisions.

605.2 -- The determination of layoff, furlough, or reduction of hours will be made by the Hospital. Changes in status (e.g. change from full-time to part-time) may be implemented to achieve desired reductions and retain the number of employees necessary to cover work schedule requirements.

605.3 -- The employee who receives notice of layoff less than that described in Section 301.7 shall receive two (2) hours of straight-time pay. This does not apply to voluntary layoffs by employees. Employees who work 4 or more hours of a scheduled shift are not eligible to receive layoff pay.

605.4 -- Recalling of laid off employees will be in reverse order in which the layoff occurred. An employee recalled and reinstated to a former position shall receive the former rate of pay in addition to any wage increases which were applied to the employee's job classification during the period of the layoff.

605.5 -- Employees whose status is reduced will have first choice to restoration of their former status on the first occasion such position becomes available during the year following reduction. If the employee declines the opportunity, they retain their current status and thereafter changes occur through job postings. Employees whose status is reduced cannot substitute the difference with PTO.

Section 606 -- Resignations:

Employees shall give the Hospital notice of termination of employment at least two (2) calendar weeks prior to their last day of employment. Employees must work all their scheduled hours during their last two (2) weeks of employment unless absent due to bereavement leave, hospitalization, or illness verified by a physician's written statement or the Hospital's Employee Health Department. There will be no charge to employees seen by Employee Health for this purpose. A Nursing Supervisor may also verify illness when the Employee Health

Department is unavailable. Employees who fail to give two (2) weeks notice of termination or who fail to work as scheduled, except as provided above, shall forfeit terminal PTO. Shifts not worked due to approved trades or PTO will not cause an employee to forfeit terminal PTO.

Section 607 -- Job Posting:

When new jobs are created or vacancies occur and transfers or promotions become necessary, such jobs shall be posted for at least five (5) working days (excluding Saturdays, Sundays, and Holidays) on the Hospital's applicant tracking system. Employees desiring these jobs shall complete the online internal application form on the Hospital's applicant tracking system to be deemed to have made application for such jobs. Employees may apply for any such jobs covered by this Agreement after completing one (1) year of departmental seniority, except to increase their FTE within their department. The Hospital reserves the right to fill any such jobs temporarily during the posting period. If no one signs the posted notice within the five (5) days, the Hospital shall be free to transfer or promote in its own discretion and only with employees with at least one (1) year of departmental seniority, unless it is to provide additional hours to an employee within their current department. A vacancy need not be posted if a similar vacancy has been posted in the previous two months. For purposes of this section, a similar vacancy is one which has the same job title, shift, and status (e.g. full-time or part-time). Employees who have received a formal, written warning or disciplinary suspension for work rule violations will be ineligible to bid on any jobs posted for a period of twelve (12) months. This restriction may be waived by mutual consent of the Union and Hospital when an employee wishes to bid on a job in their current department. The Union Coordinator shall have electronic access to all postings and employee responses.

Section 608 -- General:

If a full-time or part-time employee feels that he/she has been unjustly dealt with, nothing in this Article shall prevent him/her from presenting his/her case as a grievance.

ARTICLE VII **PAID TIME OFF PROGRAM**

Exhibit "D" of this Agreement describes the terms and provisions of the paid time off program.

ARTICLE VIII **BEREAVEMENT LEAVE**

Section 1001 -- Pay:

In the case of a death in the immediate family of a full-time or part-time employee, the Hospital will provide time off with pay for personal reasons and/or to attend funerals or other formal services. Bereavement pay will be compensated at the base rate of pay up to the defined hours of lost scheduled work time not to exceed the employee's scheduled FTE up to forty (40) hours for an immediate family member and up to twenty-four (24) hours for a family member as defined in 1002.1. The total time off provided under this provision for any one death must be taken within ninety (90) days of the death.

Section 1002 -- Coverage:

1002.1 -- For the purpose of determining eligibility for bereavement leave, an employee's immediate family is defined as follows:

Immediate Family: Spouse or Partner, Parent, Guardian, Step-Parent, Child, Step-Child and Grandchildren.

Family: Mother-in-law, Father in-law, Grandparents (including Step and in-laws) and siblings (including Step and in-laws) and Siblings (including Step in-laws), Son-in-law and Daughter-in-law.

1002.2 -- Time-off for the bereavement of a deceased aunt, uncle, niece, nephew, or other person not specifically named will be paid as PTO if available. If PTO is unavailable, the time-off may be granted without pay. Provided the employee gives proper notification, as described in this Article, a request for such paid or un-Paid Time Off will not be unreasonably denied.

Section 1003 -- Notification and Limitations:

1003.1 -- All bereavement leave must be authorized by the department head. Employees should notify their department head immediately upon learning of the death of a family member and specify the days they plan to be absent. If any such days do not include the days connected to a death or formal service they should be requested in advance, when possible. The employee's manager will enter bereavement leave time in the timekeeping system.

1003.2 -- No bereavement leave will be paid for any employee while on paid time off or any other leave, with or without pay.

ARTICLE X **LEAVES OF ABSENCE**

Section 1100 -- General Provisions:

1100.1 -- Employees are not eligible for any leave of absence unless they have completed the probationary period of employment specified under section 601 or any extension thereof.

1100.2 -- The parties intend to comply with applicable federal and state family and medical leave laws. Where this agreement is silent on an issue, the provisions of the law(s) shall apply. Nothing in this Agreement shall be construed so as to conflict with federal and state family and medical leave laws.

Section 1101 -- Medical Leave:

1101.1 -- Employees covered by this agreement shall follow the Aspirus Family and Medical Leave Policy, which is applicable to all other Aspirus Riverview employees. Prior to implementing any changes in this policy, Aspirus agrees to meet and confer with the Union regarding the changes. If the Federal Family and Medical Leave Act or Wisconsin Family and Medical Leave Act change, the Union may request to bargain over leave time for medical and family reasons.

1101.2 -- Any employee who is absent from work due to a serious health condition for more than twelve (12) months shall lose all seniority and may be terminated. After six (6) months, the Employer may fill the position. After six (6) months the employee may return to a position they are qualified to perform if a position is available.

The Hospital will, however, attempt to enter into an interactive dialogue with the employee prior to terminating pursuant to this article.

1101.3 -- Work-related illness or injury which is covered by workers compensation is not covered by this Article.

1101.4 -- The Hospital will pay its share of health and dental insurance premiums for the first six (6) months of any Family and/or Medical Leave for employees. The Employer will provide resources to assist employees in navigating the Affordable Care Act, COBRA, Medicaid, or other health insurance options if the employee is losing Aspirus insurance after six (6) months.

Section 1102 -- Leave of Absence:

1102.1 -- Employees covered by this agreement shall follow the Aspirus Leave of Absence Policy which is applicable to all other Aspirus Riverview employees. Prior to implementing any changes in this policy, Aspirus agrees to meet and confer with the Union regarding the changes.

1102.2 -- A leave of absence of up to thirty (30) days, without pay, may be allowed when approved by the employee's supervisor as not interfering with the regular dispatch of daily work, services rendered to patients, or department staffing. PTO benefits must be used before non-paid leave may be granted (see Exhibit D).

1102.3 -- Union officials/work site leaders will be allowed excused non-paid absences to attend union conventions and meetings. Such absences will be subject to staffing needs and must be approved by the supervisor in advance.

Section 1103 -- Seniority While on Leave:

Any employee on leave continues to accrue departmental, shift and hospital seniority.

Section 1104 -- Return to Work from Leave of Absence:

Employees must notify the Human Resources Department in advance and provide the requested documentation to Human Resources, in person. Employees will not be allowed to work until authorized by Human Resources. Return to work will be handled in accordance with section 304.7. An employee returning from an illness or injury may be required to submit to a medical examination or furnish a doctor's certificate of health prior to said employee's return to work.

ARTICLE XI **HOLIDAYS**

Section 1201 -- Recognition:

The Hospital will recognize the following calendar holidays each year:

1. *New Year's Day*
2. *Easter Sunday*
3. *Memorial Day*
4. *Independence Day*
5. *Labor Day*
6. *Thanksgiving Day*

7. Christmas Day

Holidays are recognized on the calendar day which they fall, unless legally observed on Monday.

Section 1202 -- Definitions:

1202.1 -- All holidays begin with the start of the night shift in the department on the day preceding the holiday and end at the end of the evening shift in the department on the day of the recognized holiday.

Section 1203 -- Scheduling and Pay on Holidays Worked:

Employees, where department needs dictate, will be scheduled to work on holidays. Employees will be required to work no more than every other holiday where possible. If an employee's holiday to work falls during a week of PTO, they will not be required to work that holiday. Employees may trade their scheduled holidays subject to Management's approval. Such requests shall not be unreasonably denied. Employees who work on a holiday receive one and one-half times their straight time base rate of pay for time actually worked and may schedule another day off under the paid time off program.

See PTO plan regarding scheduled and unscheduled absence on holidays scheduled to work.

Section 1204 -- Pay on Holidays Not Worked:

1204.1 -- If an employee does not work on a holiday due to reduced staffing or because the department is closed, the day off will be considered an additional day off in that pay period. The time missed may, at the discretion of the employee, be compensated through the PTO plan to the extent necessary to fulfill an employee's regular master schedule hours as defined in Section 103.6. Employee must notify the Hospital in writing of the employee's intent for non-usage of PTO prior to beginning of pay period in which holiday falls.

1204.2 -- Employees who are off on a holiday because the holiday coincidentally falls on their regular day off will have normally received their regular work hours during the work week and, therefore, will not be compensated extra for this day.

1204.3 -- Employees off on a holiday for any other reason will be covered by the PTO plan or provisions related specifically to the reasons they are off, such as bereavement leave or medical disability.

ARTICLE XII **GRIEVANCE PROCEDURES**

Section 1301 -- Definitions and Limitations:

1301.1 -- For purposes of this Agreement, the use of the term "grievance" shall be limited to a complaint or a request of an employee or the Union which involves the interpretation or application of the specific provisions of this Agreement.

1301.2 -- The Union and the employee who claims to have a grievance shall present it to the designated supervisor promptly. Grievances related to disciplinary action shall be presented within seven (7) calendar days of occurrence of such action. All other grievances shall be presented within twenty-eight (28) calendar days after the

circumstances giving rise to such grievance occurred. Any grievance not presented within the time limits established herein shall not be entitled to consideration.

1301.3 -- The Union will advise the Hospital of the names and titles of persons it has designated to assist employees in presenting grievances. The Hospital will designate the supervisor in each department or section to whom grievances shall be presented and inform the Union Coordinator of such.

Section 1302 -- Procedure:

1302.05 -- All timelines in Section 1302 shall exclude Saturday, Sunday and holidays. Any response to grievance not appealed within the time limits established below shall be deemed a settlement of that grievance. In the event that a party to this agreement fails to respond in a timely fashion to an appeal, the aggrieved party may automatically advance their grievance to the next step. The Hospital and Union may by mutual agreement extend in writing the time limits established below.

Grievances shall be settled by steps as follows:

1302.1 -- *Step 1:* The employee and the Union's Worksite Leader or designee shall orally present and discuss the grievance to the employee's Department Head or their designee. If the matter is not satisfactorily settled during this step within 5 working days of its initial presentation, the grievance may be taken to Step 2.

1302.2 -- *Step 2:* The employee and the Union shall prepare the grievance in writing clearly stating the facts of the grievance. Such written grievance, signed by the Union's Work Site Leader and/or grievant, shall be presented to the employee's Department Head within five (5) days after the Step 1 answer for his/her consideration and reply. Every grievance filed shall be investigated as to the facts by the Department Director with such assistance as he/she may require from other members of the management of the Hospital, and such written grievance shall be answered in writing stating the Hospital's disposition thereof, within five (5) days of its presentation in Step 2.

1302.3 -- *Step 3:* If the Step 2 response does not settle the matter, the grievance shall be submitted in writing to the Hospital's Director of Human Resources within ten (10) days of the Step 2 response. The Director of Human Resources shall review the grievance, its investigation and the Step 2 response and may either modify or confirm that response. The Hospital's Step 3 response shall be made in writing within ten (10) days of its presentation in Step 3.

1302.4 -- *Step 4:* If not settled at Step 3, the Union and the Hospital may meet to further attempt to settle the matter provided that such meetings are requested within 10 days of the Step 3 answer. Such meetings may include the participation of a mediator from the Federal Mediation and Conciliation Service (FMCS) or another mutually agreeable source and shall commence within 20 days of the request to do so and will conclude within 20 days of their commencement. This shall include any written responses as may be necessary.

1302.5 -- *Step 5:* It is agreed that either party hereto may request appointment of an impartial arbitrator to settle any grievance or interpret any part of this Agreement (except wage rates and hours of work as such and except those matters specifically excluded from the grievance procedure by this Agreement) whenever the Hospital and Union fail to arrive at a final settlement. Such request must be made within 10 days of either the final Step 4 reply or, if Step 4 is waived, the date the parties agreed in writing to waive Step 4. Arbitration of discharges or disciplinary actions shall be confined to the grievances where there is dispute over the facts in question. Decisions of the arbitrator shall be final and binding on all parties to the contract. The parties shall request the Federal

Mediation and Conciliation Service to furnish a panel of seven (7) Wisconsin-based arbitrators. Upon being furnished the panel, the parties shall meet and alternately strike names from the panel until only one name remains; and that one person shall be the arbitrator. The party requesting the arbitration shall have the first strike. Either party may strike one entire panel and request another panel. All expenses

related to the arbitrator shall be borne equally between the parties. The parties may alter the method of selecting the arbitrator by mutual agreement.

1302.6 -- It is distinctly understood and agreed that in the event either party notifies the other of intent to arbitrate, the arbitrator shall be selected and render a decision within a period of thirty (30) days from the date of such notification.

Section 1303 -- Retroactivity:

Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than five (5) calendar days prior to the date of initiation of the written grievance in Step 2 unless the circumstances of the case made it impossible for the employee to know he had grounds for such a claim prior to that date, in which case, the retroactivity shall be limited to a period of thirty (30) calendar days prior to the date the grievance was initiated in writing. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance.

ARTICLE XIII **MANAGEMENT RIGHTS**

The management of the Hospital and the direction of the work forces is vested exclusively in the Hospital to be exercised through the department head, including but not limited to the right to hire, promote, demote; suspend, discipline, or discharge for just cause; the right to decide job qualifications for hiring; the right to transfer or lay off because of lack of work or other legitimate reasons; to judge the relative skill, ability, or qualifications of employees; to subcontract for economic reasons; to determine any type, kind and quality of service to be rendered to patients and citizenry; to determine work standards; to plan and schedule service and work; to plan and schedule any training programs; to create, promulgate, and enforce reasonable work rules, and all other functions of management and direction not expressly limited by the terms of this Agreement. The Union expressly recognizes the prerogative of the Hospital to operate and manage its affairs in all respects with its responsibilities.

In the practical application of this contract, it will be necessary for the supervisors and Administration to interpret it or its applicable parts, on many occasions. For the practical and successful operation of the Hospital, it is imperative and agreed that every employee follow the instruction of his/her supervisor except when such action would endanger the safety or health of the employee. In cases where an employee disagrees with the supervisor as to the interpretation of the contract or feels that he/she is unfairly treated, the employee shall take the matter to the grievance procedure as outlined herein.

ARTICLE XIII **GROUP HEALTH, DENTAL AND LIFE INSURANCE**

Section 1401 -- Group Health Insurance Coverage:

The Hospital agrees that all regular full time and regular part time employees who are regularly scheduled to work forty-eight (48) hours or more per two week pay period covered by this Agreement shall be eligible to participate in the health protection plan subject to the provisions of Sections 1502 and 1503. Coverage is effective on the first of the month following completion of thirty (30) days of employment provided the employee elects coverage. The plans offered to employees covered by this Agreement will be the same as those offered to other Aspirus Riverview employees.

Section 1402 -- Election of Coverage:

Any employee covered by this Agreement desiring to be covered by the health protection plan carried by the Hospital shall so elect in the manner prescribed by the Hospital and the election shall be filed with the Human Resources Department. An employee may elect employee only coverage, employee + child(ren) coverage, employee + spouse coverage, or family coverage. No election of coverage shall be revoked except upon the notice and terms provided for in the respective group policies.

Section 1403 -- Payment of Premiums:

Aspirus agrees that it shall share in the payment of the monthly premiums for coverage under the employee health plan for those who elect to be insured: The employee contributions per will be calculated so as not to exceed 25% of the total cost of the monthly premiums for coverage under the employee health plan for full time employees and thirty percent (30%) of the monthly premiums for coverage under the employee health plan for part time employees. Employee and employer contribution calculations will be made at the time of yearly policy renewal and communicated to employees by January 1 each year. The employer contribution towards the monthly premium will be the same as offered to all other Aspirus Riverview employees.

*In the event the Hospital agrees to change the Hospital contribution amounts during the term of the labor agreement which would result in higher contribution amounts by the Hospital, the same contribution amounts will be implemented for employees covered by this agreement effective upon implementation for any other Hospital employee.

The Affordable Care Act requires all health insurance plans to maintain affordability at the full-time employee only coverage level. The Hospital will offer a safe harbor premium to employees who meet the criteria.

Employees or covered spouses who complete the requirements of the wellness program will earn an incentive that will be given as a reduction in premium for the employee health plan. The incentive that applies if the employee or covered spouse participates will be five percent (5%) of the employee only premium. If both the employee and covered spouse complete the requirements, an incentive of ten percent (10%) of the employee only premium will apply.

To the extent required by Affordable Care Act (ACA), employees who are reasonably expected to work at least thirty (30) hours per week will be treated as full-time employees for the purposes of the health plan as of January 1, 2015. If required by the ACA and its accompanying regulations, those employees found to have worked an average of at least thirty (30) hours per week in "measurement periods" established by the Hospital pursuant to the ACA will be treated as full-time employees for the purposes of the health plan for the duration of corresponding "stability periods" as also called for by the ACA. The Hospital will operate these measurement and stability periods in manner consistent with the ACA, if so required, and may revise or refine them in its discretion.

Section 1404 -- Wellness:

Employees may earn the above referenced reduction in premium share for participation in the Wellness program.

The “participatory based” Wellness Program shall remain in effect. Employees choosing to participate will need to complete all required activities to be eligible for the incentives offered for participation. The activities and incentives will be identified by the Employer on a yearly basis and will be consistent with the requirements and incentives offered to other Aspirus Riverview employees. Options for “Reasonable Alternative Standard” activities, if applicable, shall be established by mutual agreement between the employee and the employee’s coach.

Section 1405 – Group Term Life Insurance:

The Hospital agrees all full and part-time employees who are regularly scheduled to work forty-eight (48) hours or more per two week pay period covered by this Agreement shall have term life insurance coverage in the amount of one times earnings, as defined by the Plan. Benefit level will be recalculated on an annual basis, based on the provisions of the Plan. Coverage is effective on the first of the month following completion of thirty (30) calendar days of employment.

Section 1406 – Group Dental Insurance:

Regular full and part-time employees who are regularly scheduled to work forty-eight (48) hours or more per two week pay period may enroll in the group dental insurance plan established and offered by the Hospital. Coverage is effective on the first of the month following completion of thirty (30) days of employment provided the employee elects coverage. The provisions of the plan shall govern all decisions related to eligibility, coverage, and benefits. The employee contributions per pay period will be calculated so as not to exceed fifty percent (50%) of the total cost of the monthly premium for full time employees and sixty percent (60%) of the total cost of the monthly premium for part time employees. Employee and employer calculations will be made at the time of yearly policy renewal and communicated to employees by January 1 of each year. The employer contribution towards the monthly premium will be the same as is offered to all other Aspirus Riverview employees.

Section 1407 – Short Term Disability Insurance:

Regular full-time and regular part-time employees, who are regularly scheduled to work forty-eight (48) hours or more per two week pay period shall be covered by the Short Term Disability plan. Absence due to non-work related illnesses or injuries which extends beyond seven (7) calendar days may be considered a disability under Aspirus Riverview’s Short-Term Disability Insurance Plan, based on medical evidence provided in accordance with the plan. The benefits of the plan are sixty-six and two-thirds percent (66 2/3%) of regular weekly earnings, based on full or partial weeks disabled, up to a maximum of twenty-six (26) weeks for any one period of continuous disability.

Section 1408 – Long Term Disability Insurance:

Regular full-time employees who exhaust short-term disability benefits and are still unable to work, may be eligible for benefits under the Hospital’s Long Term Disability Insurance Plan. The benefits of the plan are fifty percent (50%) of regular monthly earning. Full-time employees may be eligible to purchase sixty-six and two-thirds percent (66 2/3%) coverage at the employee cost.

Regular part-time employees, who are regularly scheduled to work forty-eight (48) hours or more in a two week pay period will be eligible to purchase this coverage on a voluntary basis.

ARTICLE XV

RETIREMENT PLANS

Section 1501 -- Plan Participation:

The Hospital agrees that all employees covered by this Agreement shall be eligible to participate in the Hospital retirement plans now in effect, subject to all terms, conditions, and provisions of said plans. A copy of the plans shall be available at the Hospital, and may be inspected during normal business hours.

Section 1502 -- Aspirus 401(a) Plan:

The 401(a) was frozen effective January 1, 2016. Account balances will remain in the Plan. Participants maintain their vested percentage (%) and will continue to accrue vesting while employed.

Section 1503 -- Aspirus, Inc. 403(b) Plan:

The Employer may change plan design at its discretion so long as bargaining unit members are provided the same plan as is provided to all other Hospital Employees.

A discretionary non-elective contribution is included in the Aspirus Retirement Plan. Should the amount or timing of this contribution change the employer will meet and confer with the union prior to making any changes. The Employer will engage in impact bargaining if there are changes made to the retirement plan.

Section 1504 -- Plan Vendors:

The Hospital may change its vendors for these plans and transfer plan assets in the event of vendor changes.

ARTICLE XVI

JURY DUTY

Section 1601 -- Time Off:

Time off from scheduled work will be granted to any full-time or part-time employee who is called to be examined for and/or to serve on jury duty. Employees are expected to report to work for those portions of a scheduled work shift not actually spent at the court. For purposes of determining which work shifts are affected by jury service, it will be work time scheduled between the beginning of the night shift immediately preceding the time of jury service and the end of the evening shift on the day of jury service. This is the twenty-four (24) hour period that will be used. In those cases where an employee is scheduled to work the night shift immediately following a day of jury service, time off from that work will be reasonably considered, at the employee's request, and will be covered by the paid time off program.

Section 1602 -- Notification:

Employees called to jury service are expected to notify their supervisor as soon as practical after receipt of the initial notice. Employees are also expected to notify their supervisor each time they are notified for appearance for a specific case.

Section 1603 -- Pay:

1603.1 -- The Hospital will pay the difference between straight-time pay (based on the employee's scheduled work time on the date or dates of absence) and the fee received from the court; or the actual hours worked on the day of each jury service. It is up to the employee to choose which option they desire for each occurrence of jury service and to inform their department director of their choice before the end of the payperiod in which the occurrence falls.

1603.2 -- If the employee chooses the "difference in pay" option, the employee is paid full pay for the absence and is expected to reimburse the Hospital for the amount of jury fee received for such occurrence. Reimbursement is made to the Human Resources Department as soon as practical after the fee is received from the court.

ARTICLE XVII
TUITION REIMBURSEMENT PLAN

Employees covered by this Agreement shall be eligible to participate in the Tuition Reimbursement program available to other employees of the Hospital. Continuation or modification of the program shall be the exclusive right of Management.

ARTICLE XVIII
EMPLOYEE ASSISTANCE PROGRAM

The parties agree that employees of Aspirus Riverview Hospital and Clinics, Inc. who are members by the Collective Bargaining Unit represented by SEIU Wisconsin, will be eligible to participate in the Employee Assistance Program established by the Hospital. Their participation will be under the same conditions as available to other employees of the Hospital.

Continuation or modification of the program shall be the exclusive right of the Hospital.

ARTICLE XIX
DURATION, MODIFICATION, AND TERMINATION

Section 2001 -- Duration:

2001.1 -- This Agreement shall continue in effect until December 31, 2025, and thereafter shall continue from year-to-year unless at least ninety (90) days prior to the expiration date of any subsequent year, either party gives notice to the other in writing of a desire to modify or terminate this Agreement.

2001.2 -- If notice of desire to modify or terminate is given by either party, the parties agree to commence bargaining within sixty (60) days of the expiration date of this Agreement.

Section 2002 -- Modification and Termination:

In the event that notice is given of a desire to modify or terminate this Agreement, negotiations shall be opened promptly and if agreement is not reached by the expiration date of this Agreement, or any extension thereof, and negotiations continue, this Agreement shall remain in full force and effect to the time when an agreement is reached or impasse occurs.

IN WITNESS WHEREOF, the parties have set their hands and seals as of this XX day of May, 2023:

FOR THE HOSPITAL:

Aspirus Riverview Hospital and Clinics, Inc.

FOR THE UNION:

SEIU Wisconsin

Mary Ironside, Chairman, Board of Directors

Louis Davis, Executive Director

Christopher Stines, President

Brenda Hall, Bargaining Committee Member

Jessica Fox, VP Human Resources

Sarah Vonloh, Bargaining Committee Member

Shalynn Shill, Human Resources Business Partner

Amy M. Dummer, Contract Specialist

Lori Cesare, Director of Food & Nutrition Services

Exhibit A – Wages

Base pay rate for newly hired bargaining unit employees will be determined by Human Resources commensurate with the employee's experience. The new employee's base wage along with all documentation including, but not limited to, calculations and substantiating data will be filed in the Employee's personnel record and provided to the Union within five (5) work days of the Employee's start date. The Union has ten (10) work days from receipt of the documentation to review and discuss concerns with the Employer.

Starting base pay rate for all newly hired employees will be no less than fifteen dollars (\$15.00) per hour.

Lump Sum Payments

A ratification bonus in the amount of two hundred (\$200) will be provided to all employees with more than twenty (20) years of service.

A ratification bonus in the amount of four hundred (\$400) will be provided to all employees with more than twenty-five (25) years of service.

Base Pay Adjustments Upon Ratification

Base pay for employees noted in Appendix A will be adjusted effective December 18, 2022 provided ratification occurs prior to February 2, 2023, and implemented the first pay period after ratification. Any current employees not listed would remain at the current base pay rate.

Future Pay Rate Increase Schedule

- January 2023 – Two percent (2%) across the board guaranteed base pay increase effective December 18, 2022 provided ratification occurs prior to February 2, 2023, and implemented the first pay period after ratification.
- Calendar Year 2023 – potential market increase as determined by system compensation analysis.
- January 2024 – Two percent (2%) across the board guaranteed base pay increase.
- Calendar Year 2024 – potential market increase as determined by system compensation analysis.
- January 2025 – Two percent (2%) across the board guaranteed base pay increase.
- Calendar Year 2025 – potential market increase as determined by system compensation analysis.

Aspirus Wage Ranges as of January 1, 2023

Position	Pay Grade	Min	Mid	Max
Certified Nursing Assistant	5N	15.00	17.36	20.43
Surg & Outpt Proc Asst	4	15.00	16.06	18.41
EVS Specialist	2	15.00	15.00	16.92
Floor Care Specialist	3	15.00	15.29	17.31
Dietary Aide	2	15.00	15.00	16.92
Dietary Asst	3	15.00	15.29	17.31
Dietary Cook	5	15.00	17.60	20.25
Linen Specialist	1	15.00	15.00	15.58
Linen Specialist II	2	15.00	15.00	16.92

The Employer shall notify the Union within ten (10) work days of completing their system compensation analysis for bargaining unit positions each year, and not less than twenty (20) work days before implementation. The Employer shall provide the impact of the analysis and substantiating documentation to the Union upon notification. The Employer and the Union shall meet within ten (10) workdays of the Union's receipt of the information for impact negotiations.

EXHIBIT D

PAID TIME OFF PLAN

I. EARNING PAID TIME OFF CREDIT

Full-time and part-time employees who are regularly scheduled to work forty-eight (48) hours or more per two week pay period begin to accrue PTO hours on their first day of employment. For each hour that they are paid up to eighty (80) hours in a pay period, Paid Time Off continues to accrue. The amount an employee accrues depends on two things:

1. Length of continuous service at Aspirus Riverview.
2. The number of hours paid (excluding overtime, call time, and on-call time) up to a maximum of eighty (80) hours in a pay period.

The accompanying chart (below) is based on the above factors. The accrual rate and the number of hours an employee can accrue in one year can be determined by using the chart.

**PTO ACCRUAL TABLE
(Regular Full-Time)
Effective July 1, 2017**

Years of Service	PTO Hourly Accrual Rate	(X)	Hours Paid per ** Payperiod		PTO Credit Per Payperiod	Total Annual* PTO Accrual
0-4.99	.0846	X	80 hours*	=	6.77 hours	176 hours
5-9.99	.1038	X	80 hours*	=	8.33 hours	216 hours
10-14.99	.1154	X	80 hours*	=	9.23 hours	240 hours
15-19.99	.1231	X	80 hours*	=	9.85 hours	256 hours
20+	.1308	X	80 hours*	=	10.46 hours	272 hours

*If hours paid are less than 80, substitute actual hours paid. This will automatically prorate the PTO credit for the part-time employee and the full-time employee who may occasionally work less than 80 hours. The total annual PTO accrual allowed for part-time employees is also prorated.

**Hours counted as paid hours include regular, PTO, education, bereavement leave, disability days, jury duty, and military leave, and mandatory low census.

II. MAXIMUM ACCUMULATION

Through December 31, 2022, the employee's PTO account has a maximum accumulation of two (2) times the corresponding annual accrual rate (see above). Effective January 1, 2023, the maximum accumulation amount will be one (1) times the corresponding annual accrual rate (see above). It is the employee's responsibility to schedule Paid Time Off. If the Account Maximum is reached, no PTO will accrue beyond that maximum. Once the account balance again falls below the maximum allowable accumulation, time will again accrue.

EXHIBIT D
PAID TIME OFF PLAN
Page Two

The PTO Account balance is recorded on the employee's paycheck stub each pay period so they can easily monitor their account balance and know when they are reaching their Maximum Amount.

III. TIME OFF FROM WORK

The PAID TIME OFF program is intended to cover most absence from work. This includes vacation/recreation, personal business, family obligations, and personal illness or injury. Paid Time Off need not be used to cover absences that result from jury duty, bereavement leave, military leave, family leave, medical leave, or absence due to union business. These circumstances are also covered by specific provisions in the Collective Bargaining Agreement. Paid Time Off may be "borrowed" against future accruals. An employee may carry a negative PTO balance not to exceed twenty-four (24) hours.

Absences from work are either SCHEDULED or UNSCHEDULED.

SCHEDULED TIME OFF

For an absence to be considered SCHEDULED time off, the request must be made in advance and approved by the employee's supervisor. It is recognized that on occasion the number of employees desiring to be off at the same time will exceed the number that can be granted off and still provide proper staffing for the department. Therefore, each department will establish the maximum number of employees that may be scheduled off in advance at any one time. The following are the procedures for advanced notice of requests for Paid Time Off:

1. For those employees who wish to plan ahead, seniority preference will be provided for in an annual posting period from December 1 to December 15 each year for the purpose of making PTO requests for the next year.

This period will be used for employees to make requests for time off in increments of one full week at a time or multiple consecutive weeks. Employees will make entries on the "Annual PTO Request Poster" listing the period(s) they wish to schedule. Should a conflict occur among employees, the most senior employee receives their highest priority period requested which is still available. The maximum length of time of any one request is three (3) consecutive weeks. The number of employees granted off in any one week will not exceed the maximum number allowable by the departmental guidelines established under the paragraph above.

2. In addition to the fifteen day period described above, employees may also sign-up for PTO in less than whole-week increments from December 16th to December 20th. Such requests will be made using the Hospital's "PTO Request Form" and granted by seniority up to the staffing limits of the employee's department. Employees may submit no more than seven (7) such requests covering no more than nine (9) days of PTO. Employees must have enough PTO at the start of the overall sign-up period to cover all requests.

EXHIBIT D
PAID TIME OFF PLAN
Page Three

3. After December 20th each year, request for paid time off, through the next calendar year (January 1-December 31) may occur in two ways: a.) made prior to the posting of the work schedule in which the time off would occur, or; b.) after the work schedule has been posted. In both cases, requests will be handled on a first-come/first-serve basis, with the number of employees granted off at one time not to exceed the departmental guidelines established. Supervisor approval is required and requests submitted on December 21 (or the first workday of supervisor after 12/20) must be presented directly, in person, to the supervisor.

a) Requests Before Schedule Is Posted:

If requests are received at least five (5) days prior to the posting date of the work schedule in which the time off occurs, the supervisor will arrange the replacement coverage as part of the scheduling process (again, within department limits). If PTO requests have not exceeded department limits on the requested date(s), the PTO will not be unreasonably denied. The Employer will respond within five (5) days after receipt of the request. Employees may request a day off without using PTO and have that day as their scheduled day off for that week. Such requests for scheduled days off will only be considered after PTO requests and other staffing needs have been met.

b) Requests After Schedule Posting Deadline:

Requests must be made at least forty-eight (48) hours in advance of the time requested off. If the department limit for number of persons off has not been reached, the PTO request(s) will be considered promptly, but no later than the schedule posting or no more than twenty-four (24) hours after the request if the schedule is posted, excluding Saturdays and Sundays. The supervisor will attempt to contact non-overtime employees not scheduled to work the day(s) involved and seek volunteers to work. If no one volunteers, the request will be denied. If the limit has been reached, the request will be considered only if it would not disrupt the daily dispatch of work. The daily dispatch of work will not be considered disrupted if there are qualified employees not scheduled to work on the day(s) involved, the supervisor is able to contact them following regular call-in procedures, only non-overtime employees are contacted, and an employee contacted volunteers. This replacement activity will occur just prior to 48 hours of the time requested off and then the employee will be notified. An employee may make arrangements for their replacement and include the name of that person on the request form. Management will then grant the request provided the department limit is not exceeded, the replacement employee is in the same job classification, and no overtime is involved. If the department limit has been met, the request will be held until just prior to forty-eight (48) hours of the time requested off and then reconsidered.

All absences from the available employee group will be counted for purposes of determining if department guidelines have been exceeded.

EXHIBIT D
PAID TIME OFF PLAN
Page Four

- **PTO ON WEEKENDS**

No more than two (2) shifts off per year as scheduled paid time off may be requested by an employee on that employee's scheduled weekends to work. Effective December 1, 2012, for employees with fifteen (15) or more years of service, no more than four (4) shifts off per year as scheduled paid time off may be requested by an employee on that employee's scheduled weekends to work. Weekend shifts off as part of full weeks of PTO will not be counted toward this limit. This scheduled time off on weekends does not include unscheduled time for emergencies. An emergency is defined to be personal, sickness, and accident of the employee, or sickness and accident of a member of the immediate family as defined in under bereavement leave. Employees may take additional PTO on weekends if they find their own replacement after schedule is posted. Replacements may not incur overtime and are subject to management approval as is the underlying PTO request.

- **PAYMENT OF PTO**

Paid Time Off will be paid in increments of one-quarter (1/4) hour. The number of PTO hours paid for a full week of time off for part-time employees is prorated based on their FTE equivalence updated each calendar year.

- **CANCELLATION OF APPROVED PTO**

An employee may cancel an approved PTO request up to two (2) days before the work schedule containing the time off is to be posted. Employees must notify the supervisor in writing. Once a work schedule is posted, PTO reflected in that schedule may not be cancelled, unless the employee(s) filling in volunteer to give up the shifts. Personal leave without pay will not be granted as long as an employee's PTO account contains any amount of hours.

- **UNSCHEDULED TIME OFF**

There are instances in which an absence cannot be planned and scheduled in advance. A personal illness or a family emergency are examples of this type of UNScheduled absence. *UNSCHEDULED ABSENCES MUST BE REPORTED TO THE EMPLOYEE'S SUPERVISOR BEFORE THE STARTING TIME OF HIS/HER SCHEDULED SHIFT.* Time missed will be paid from the employee's PTO account if there is a sufficient account balance. Absence which occurs when the PTO account is low may result in non-paid time. UNScheduled absences cause staffing problems that may affect departmental services and patient care. Unacceptable absence or tardiness will result in disciplinary action. Payment of PTO does not absolve an unscheduled absence, including tardiness, from enforcement under attendance policy. Paid Time Off need not be used to cover absences that result from bereavement leave or jury duty. Time off for these circumstances will be paid according to the Collective Bargaining Agreement provisions that apply to these types of absences.

UNScheduled PTO will not be paid if an employee signs for work available (as outlined in Exhibit F) is scheduled and then calls in.

EXHIBIT D
PAID TIME OFF PLAN
Page Five

IV. ILLNESS AND INJURIES:

A. Non-Work Illness or Injuries:

When an employee is ill or injured and cannot report to work, he/she must call his/her supervisor prior to the start of scheduled work time. The employee must inform the supervisor that the reason for the absence is due to medical reasons. Employee lost income due to illness/injury can be replaced or partially replaced through the following means:

1. Absences of seven (7) calendar days or less due to an illness may, at the discretion of the employee, be paid from the employee's PTO account.
2. Absences in excess of seven (7) calendar days due to illness (hereafter referred to as the "waiting period") will qualify the employee for the Hospital's Short-Term Disability Program (see Section 1506). Absence during the "waiting period may, at the discretion of the employee be paid from the employee's PTO account provided there is a balance in the employee's account.
3. In addition, each full-time employee shall receive eight (8) disability hours per payroll year. These may only be used to cover a day of the waiting period for the first occurrence of a short-term disability claim in any payroll year. Annual disability hours for part-time employees are prorated.

B. Work-Related Injury or Illness:

Injuries or illness incurred by an employee while performing their job is covered by workers compensation regulations and insurance. The first three calendar days following occurrence of such injury or illness is a waiting period that is not covered by compensation payments. PTO time may be used for any scheduled work time missed during this waiting period. Also, the employee may choose to use PTO to cover the difference between regular straight time wages and workers compensation disability payments.

V. UNUSUAL STAFFING SITUATIONS

A. Reductions of Work Hours:

Occasionally, departments may be required to reduce their normal staffing because of a lessened workload or other economic reasons. This may result in requiring employees to take time off to accommodate the work reduction adjustment. If an employee is asked by their supervisor to take time off from work, they may choose to use Paid Time Off to cover the scheduled work hours missed, or they may take the time as non-paid time off and save their PTO for the future. The same would apply to voluntary cutback or layoff.

EXHIBIT D
PAID TIME OFF PLAN
Page Six

B. Holidays:

Refer to ARTICLE XII of the Collective Bargaining Agreement, in addition to these provisions.

Any UNSCHEDULED absence on a scheduled workday before, on, or after a recognized holiday will be paid from the employee's PTO account, unless the absence is a Family/Medical Leave absence.

VI. PAYMENT OF PTO

A. Payment of Paid Time Off, after approval by the supervisor, is paid at the employee's regular straight time rate of pay. No differential pay is included.

B. Employees may use the timekeeping system to request scheduled PTO hours. Managers will review and approve scheduled PTO hours for payment. Managers will also enter and approve unscheduled PTO hours.

C. PTO hours are not counted for computing overtime hours.

D. PTO can be used during the probationary period only to cover holidays, unscheduled absences, and bereavement leaves. PTO cannot be used for scheduled time off.

VII. PTO CASH-IN OPTION

Annually, employees may elect to receive cash payment in lieu of hours in their PTO account. Employees must have a balance of greater than one hundred (100) hours to be eligible to participate in this program. The "cash-in" options are as follows:

1. Employees who make their cash in election in the calendar year prior to that PTO being earned and paid out will be paid at one hundred percent (100%) of an employee's base rate.
2. Employees who make their cash in election during the calendar year that the PTO is paid out will be paid out at ninety percent (90%) of an employee's base rate.
3. Between the two options, the maximum number of hours an employee may cash-in in a calendar year is forty (40).

VIII. TERMINATION OF EMPLOYMENT

A. Employees whose employment terminates after their probationary period of employment and meet the notice and work requirements of Section 606 will receive payment for one hundred (100%) of their PTO account balance. Employees whose employment terminates during their probationary period of employment shall forfeit accrued PTO.

B. Payment is made at the employee's straight-time rate of pay. PTO may not be used to extend the termination date beyond the last actual day of work. Payment of terminal PTO will be made on the next scheduled payroll date following the last payroll for final worked hours.

EXHIBIT E

IMPLEMENTATION GUIDE FOR WAGE SCALES

POSITION DATE (Definition): Date the employee enters a job classification (see section 602.2). This is not affected by changes in status (e.g. part-time to full-time, or supplemental to part-time or full-time) or changes in shift.

Promotional Adjustments – An employee who is promoted or is moving to a job in a higher grade than his or her current job should have his or her compensation evaluated in the same manner as an outside candidate and allow for internal equity considerations.

Lateral Adjustments – A lateral movement occurs when an employee moves into a different job which is assigned to the same grade as their original job. An employee who has a lateral change would receive the same rate of pay as he/she is currently receiving.

Demotion Adjustments – A demotion occurs when an employee moves into a new job that is in a lower grade than that of the original job. Voluntary and involuntary demotions will generally result in a base pay decrease:

- The maximum of the new grade if the employee's current rate of pay is higher than the new grade maximum. Pay will be reduced to the top of range and frozen or adjusted based on experience if current rate is within the new range.
- The experience rate in the new grade.
- The old pay plus applicable adjustments if demoted to a position previously held within one year.

EXHIBIT F

ALTERATION OF POSTED WORK SCHEDULE

When vacancies occur in a work schedule, after it is posted and for which Management receives at least a seven (7) day notice (e.g. resignations, extended leaves of absence, work-related injuries), the following procedure will be followed to fill the vacancies:

- 1) For shifts during the first seven (7) days, Section 304.2 is followed.
- 2) For shifts after the first seven (7) days, Management will immediately post a sign-up notice listing the specific shifts open. The notice will remain posted for five (5) calendar days. Employees interested in working the shift(s) should sign the notice. At the end of the fifth (5th) day, the sign-up notice will be removed.
- 3) Department Management will alter the work schedule filling open shifts first with volunteers from the sign-up notice. For those shifts with no volunteers, the least senior available employee will normally be assigned to the shift. Rotation of the least senior employee will be used for equitable distribution of the additional work and to maintain back-up staff in the event of short-notice absence (e.g. with less than twenty-four (24) hours notice).
- 4) The altered schedule will be posted within two (2) days after expiration of sign-up schedule and all employees specifically affected by the alteration will receive immediate notice. Notice may be in the form of a copy of the altered schedule or verbal notice, at the discretion of department Management.

EXHIBIT H

MEMORANDUM OF UNDERSTANDING

The parties agree to the following modifications to the scheduling practices for employees who are attending a training program to become a Nurse, Radiologic Technologist or Respiratory Care Practitioner.

1. Employees may elect to be scheduled a minimum of thirty-two (32) hours per pay-period to maintain part-time status without regard to their seniority. An employee's actual status would be adjusted based on their new work schedule.
2. Employees must provide a copy of their class schedule at the beginning of each and every school term (i.e. grading period) in attendance.
3. Employees will be available for call-ins (as provided in the contract) and be expected to respond unless specifically in conflict with their school schedule. In emergency situations, the employee may be expected to interrupt their school schedule.
4. This exception only applies to work schedule periods during which the employee is enrolled in and attending school. All course work must be applicable for satisfying degree requirements for an Associate or Bachelor's Degree in Nursing, a Practical Nursing diploma, or certification as a Radiologic Technologist or Respiratory Care Practitioner.
5. There is no guarantee that every request will be granted. Management reserves the right to deny requests due to staffing problems or other business reasons.
6. Seniority will be recognized as appropriate in granting these requests. However, a more senior employee may not bump a less senior employee already participating in this program.

For Aspirus Riverview Hospital and Clinics, Inc.

For the SEIU Wisconsin:

Jessica Fox, VP Human Resources

Louis Davis, Executive Director

EXHIBIT K

“BIRTHDAY HOLIDAYS”

In the event the Hospital implements a “Birthday Holiday” for another group of represented employees or for its non-represented employees as a whole the Hospital will extend that benefit to the members of S.E.I.U. Wisconsin on the same terms and conditions.

For Aspirus Riverview Hospital and Clinics, Inc.

For the SEIU Wisconsin:

Jessica Fox, VP Human Resources

Louis Davis, Executive Director

EXHIBIT M

MEMORANDUM OF UNDERSTANDING FOOD AND NUTRITION SERVICES SCHEDULING ISSUES

SEIU Wisconsin and Aspirus Riverview Hospital have agreed to adopt the following:

1. The work schedule for the Food and Nutrition Services Department will be posted bi-weekly.
2. Alteration of posted work schedules may be necessary due to the return of an employee from a leave of absence. Within three (3) work days of the receipt of proper notification from the employee, the employee will be placed on the work schedule and returned to work on their regular shift. Such employee will bump the employees who were scheduled to fill in for them. The work schedule will also be revised so that remaining “fill-in” shifts are re-assigned among the impacted work group using seniority.
3. The parties also agree to hold Labor/Management meetings every six (6) months or upon request by either party to address on-going scheduling and other on-going issues in the department.

For Aspirus Riverview Hospital and Clinics, Inc. For SEIU Wisconsin

Jessica Fox, VP Human Resources

Louis Davis, Executive Director

EXHIBIT N

**MEMORANDUM OF UNDERSTANDING
FOOD AND NUTRITION SERVICES DEPARTMENT DRESS CODE**

For Food and Nutrition Services employees only, the Hospital shall provide, at no cost to employees, chef jackets with a Aspirus Riverview logo as follows:

- 1) New Hires shall receive two (2) chef jackets upon hire;
- 2) One (1) additional chef jacket shall be provided upon completion of six (6) months of employment;
- 3) New Hires shall receive two (2) additional chef jackets each January thereafter for employees hired before April 1 in the calendar year;
- 4) New Hires shall not receive any additional chef jackets on the following January if hired on or after April 1 in the calendar year. For subsequent years, the Newly Hired shall receive jackets as referenced in item 5 below;
- 5) All existing staff, not provided for as new hires in item 1, 2, 3 above, shall be provided two (2) chef jackets each January.

Any changes to the uniform policy or uniform style shall be discussed at Food and Nutrition Services Labor-Management meetings with the Union. The impact of any such changes will be subject to bargaining

For Aspirus Riverview Hospital and Clinics, Inc.

For the SEIU Wisconsin:

Jessica Fox, VP Human Resources

Louis Davis, Executive Director

EXHIBIT O

**MEMORANDUM OF UNDERSTANDING
CERTIFIED NURSING ASSISTANT STAFFING AND SCHEDULING**

Aspirus Riverview Hospital and SEIU Wisconsin agree to establish a Labor-Management Committee dealing with Certified Nursing Assistant (CNA) Staffing, Work Assignments, Scheduling and other concerns with the following understandings:

1. The Committee will meet at least every six (6) months and at other times as requested by either party;
2. Time spent by members of this Labor-Management Committee at Committee meetings will be treated as worked time.
3. The Union-employee members of the committee shall be selected by the union and be limited to two (2) CNA's and the Union Coordinator.

For Aspirus Riverview Hospital and Clinics, Inc.

For the SEIU Wisconsin:

Jessica Fox, VP Human Resources

Louis Davis, Executive Director

EXHIBIT Q

MEMORANDUM OF UNDERSTANDING

HOLIDAY PAY FOR CERTIFIED NURSING ASSISTANT ASSIGNED TO WORK TWELVE (12) HOUR SHIFTS

For Certified Nursing Assistants assigned to work twelve (12) hour shift Holiday Pay of one-half times their straight time base rate will be paid for all hours worked from 10:45 p.m. on the day before a holiday through 11:15 p.m. on the day of the holiday, except for the New Year's and Christmas Holidays. For the New Year's Holiday, holiday pay will be paid between 2:45 p.m. on New Year's Eve through 3:15 p.m. on New Year's Day. For the Christmas Holiday, holiday pay will begin at 6:45 a.m. on Christmas Eve and end at 7:15 a.m. on December 26th.

The Association will recognize the following calendar holidays each year:

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

For Aspirus Riverview Hospital and Clinics, Inc.

For the SEIU Wisconsin:

Jessica Fox, VP Human Resources

Louis Davis, Executive Director

EXHIBIT S

MEMORANDUM OF UNDERSTANDING

INFLUENZA POLICY (FLU VACCINATIONS)

Employees covered by this agreement shall be subject to the terms of the Influenza Vaccination Compliance Policy which is applicable to all other Aspirus Riverview Employees, with the following exceptions:

1. If an employee chooses to receive their influenza vaccination from Aspirus, they shall receive it at no cost to the employee.
2. If after receiving the flu vaccine, an employee becomes ill from the vaccine, such employee shall not have any absences related to the vaccination or influenza count towards attendance occurrences.

Prior to implementing any changes in this policy, Aspirus agrees to meet and confer with the Union regarding the changes.

For Aspirus Riverview Hospital and Clinics, Inc.

For the SEIU Wisconsin:

Jessica Fox, VP Human Resources

Louis Davis, Executive Director

EXHIBIT T

MEMORANDUM OF UNDERSTANDING

SHOE ALLOWANCE FOR FOOD & NUTRITION EMPLOYEES

Employees covered by this agreement in the Food & Nutrition department are required to wear slip-resistant footwear and are eligible to receive a shoe allowance toward the purchase of slip-resistant footwear. The hospital will provide up to fifty-five dollars (\$55.00) twice per year with receipt or proof of purchase.

For Aspirus Riverview Hospital and Clinics, Inc.

For the SEIU Wisconsin:

Jessica Fox, VP Human Resources

Louis Davis, Executive Director