COLLECTIVE BARGAINING AGREEMENT

Between

MERITER HOSPITAL, INC.
Madison, Wisconsin

And

SEIU WISCONSIN

March 6, 2023 – March 16, 2025

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AGREEMENT

THIS AGREEMENT made and entered into as of May 19, 2023 by and between Meriter Hospital, Inc., Madison, Wisconsin, a non-profit corporation, hereinafter called the "Hospital," and SEIU Wisconsin hereinafter called the "Union," its Meriter Hospital bargaining unit.

PURPOSE AND INTENT

It is the purpose and intent of this Agreement to promote the best in nursing care for all patients the Hospital serves by providing opportunity for bargaining unit members and nursing leaders to work cooperatively and collaboratively in planning for and providing such care; by setting forth terms and conditions of employment for members of the bargaining unit, and to promote harmonious relations between the Hospital and members of the bargaining unit by providing procedures for reconciliation of problems. To achieve these goals, both parties to this Agreement recognize that they have an obligation to the patients and the community as well as to themselves.

RECOGNITION

The Hospital hereby recognizes the Union as the sole and exclusive bargaining agent for the duration of the term of this Agreement with respect to wages, hours and working conditions covering all full-time and part-time registered nurses employed in the following classifications: staff nurses, clinicians and graduate nurses, as certified by the National Labor Relations Board in Case No. 30-RC-4640 and excluding supervisory, confidential and managerial employees. At least annually (or more frequently in response to a specific Union request), the Hospital will provide the Union with relevant information regarding employees employed by the Hospital in non-supervisory RN positions. Where a registered nurse is employed by the Hospital in a non-supervisory position which is claimed to be outside the bargaining unit, the parties agree to meet and discuss the status of the job within 30 days of the request.

ARTICLE 1. CLASSIFICATION AND BENEFITS ELIGIBILITY

Section 1. Classifications

The parties agree that the bargaining unit as recognized in the Recognition Clause consists of benefit eligible, non-benefit eligible, variable, and 0.0 Per Diem employee registered nurses who are employed by the Hospital in the designated classifications.

Section 2. Definition of Classes

While the Hospital recognizes the above classifications as being included in the bargaining unit, it is agreed that participation in the benefits of the contract may vary according to the following definition of employee status:

A. Benefit Eligible Employees (0.5 - 1.0 FTE)

Employees whose work hours routinely equal forty (40) hours to eighty (80) hours per pay period on a regularly scheduled basis.

B. Non-Benefit Eligible Employees (0.1 – 0.4 FTE)

Employees whose work hours routinely equal less than forty (40) hours per pay period on a regularly scheduled basis.

C. Variable Employees (.1-.3, .1-.4, .2-.4, .5-.7, .5-.8, .6-.8, .6-.9, .7-.9, .7-1.0, .8-1.0 FTE)

Employees with a base FTE of record may be scheduled up to an additional twenty-four (24) hours (up to 0.3 variable FTE) in a given pay period. Variables whose base FTE is 0.5 FTE or above are eligible for benefits.

D. 0.0 Per Diem Employees

Those who work according to the Per Diem Options listed in Appendix D, Per Diem Program.

E. Temporary Employees

Temporary employees are those who are hired for a predetermined period of time not to exceed one hundred twenty (120) consecutive calendar days.

F. Special Grant Employees

Special grant employees are those who are employed for varying durations to perform a specialized function, and the cost of which is borne or subsidized by an outside agency. Special grant employees are not represented by the Union, nor do they accrue seniority for any purpose.

Section 3. Benefits Eligibility

A. Benefit eligible employees shall receive appropriate benefits as determined in Article 24, Benefits, and the wage schedule in Appendix C, Wage Schedule/Placement.

B. Non-benefit eligible employees (.1-.4 FTE) who are regularly scheduled to work half-time (.5

FTE) or greater for three (3) consecutive pay periods will have their FTE status changed permanently to the actual FTE if the employee requests this change. Benefits eligibility will be determined based on the recorded FTE status.

C. Employees may request or agree to a temporary change of hours for a predetermined period of time. Employee requests will be granted based on the unit's position control and/or ability to meet the request. A temporary hours change will not result in any additional insured benefits eligibility nor ineligibility. PTO accrual will be based on actual hours worked up to eighty (80) hours in a pay period.

D. 0.0 FTE and temporary employees will be paid the rates of pay provided for by this Agreement. Special grant employees will receive pay and benefits, if any, pursuant to the terms of the grant. 0.0 FTE employees, temporary employees, and special grant employees are not subject to any other provisions of this contract unless expressly provided for herein.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. Operation of the Hospital

The Hospital retains all rights and prerogatives necessary or proper to manage and operate the Hospital, including, but not limited to, the right to direct the work force and assign work to the extent permitted by law, hire, transfer, determine work schedules, prescribe and enforce reasonable rules, lay-off for lack of work, determine the type, quantity and quality of services to be provided and the schedules and methods for providing such services provided that the Hospital's authority under this Section shall be subject to any other provision of this Agreement specifically limiting or qualifying such authority. Nothing in this Agreement shall abridge or otherwise affect the Hospital's prerogative to utilize volunteer workers to any extent necessary or helpful to the Hospital's operations; but this provision will not be utilized to result in layoff of members of the bargaining unit.

Section 2. Compliance with Regulations

Not withstanding anything else herein contained, the Hospital may perform all acts or do whatever may be necessary or proper to comply with any federal or state laws, regulations, or rules which regulate or which are applicable to the Hospital, its employees, or its operations, or to comply with any instructions or directions given by an examiner or any other person pursuant to any such law, regulation or rule.

Section 3. Probationary Employees

Any employee shall be subject to termination, without cause, at the option of the Hospital during their probationary period. The probationary period shall be ninety (90) calendar days, which may be extended up to an additional ninety (90) calendar days by the Hospital. The employee should be notified of the reason for the extension of the probationary period and positive assistance shall be provided by the immediate supervisor.

Any employee having completed the above probationary period, after separation from employment not in excess of time limitations set forth in Article 8, Bargaining Unit Seniority, Section 6, Loss of Seniority, upon being recalled shall enter a second period of probationary employment that may be extended as set forth above, during which time the employee shall be entitled to all the benefits of the contract to which they are entitled by virtue of their seniority, except that during said period, management may, in its sole discretion, unilaterally transfer the employee to another position in the Hospital.

Section 4. Subcontracting

The Hospital shall have the authority to contract out work except for the purpose of undermining the Union. Where such contracting out causes a reduction in the work force, a displaced employee shall be transferred to fill a vacancy, if any, for which they are qualified.

ARTICLE 3. STRIKES AND LOCKOUTS

Section 1. Hospital and Union Restrictions

Because the services rendered to the community by the Hospital and its employees are of such vital nature as to frequently involve a question of life and death, and because both employees and management are fully cognizant of their round-the-clock responsibility and commitment to the local citizenry, it is agreed that, for the duration of the contract between the parties of this Agreement, Union officers, representatives, stewards and members will not directly or indirectly call, sanction, or engage in any strike (whether sit-down, stay-in, general or any other kind), walkout, slowdown, stay-away, limitation of services, sabotage, primary or secondary boycott or any restriction or interference with the peaceful function of the Hospital, its suppliers, the patients and employees. The Union will not endorse or sanction a sympathy strike during the term of this Agreement. The Hospital will not lock out any of the employees covered by this Agreement.

Section 2. Notice of Strike

In the event this Agreement expires and the Union and the Hospital have not agreed upon the terms and provisions of a new Agreement, the Union will not strike without first giving the Hospital written notice of at least ten (10) days in advance as to the date and time any such strike will commence. This Section 2 shall remain in effect notwithstanding the expiration of the other provisions of this Agreement.

Section 3. Penalties for Violation

If any individual employee or group of employees violates this Article, they may be reprimanded, laid off without pay, suspended, and/or discharged.

ARTICLE 4. UNION MEMBERSHIP AND SECURITY

Section 1. Membership

Employees shall have a right to voluntarily join or refrain from joining the Union. Each Union member shall have the right to fully retain or discontinue their membership. The Hospital agrees that it will not solicit or coerce employees to withdraw from Union membership.

Section 2. Dues Deduction

The Hospital agrees to deduct Union dues or service fees from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Hospital by the Union in writing, and the aggregate deduction shall be remitted to the designated representative of the Union. In the event that an employee shall not have sufficient earnings due them, when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the Hospital shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period.

The Union agrees to indemnify and hold the Hospital harmless against any and all claims, of whatever nature, arising out of this provision.

Section 3. Communication with Bargaining Unit

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

Section 4. Prohibition of Law

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

Employees who elect not to become members of the Union, or who discontinue their membership shall, on and after the completion of the probationary period, pay to the Union a service fee during the term of the contract in an amount equivalent to their proportionate share of those fees and dues necessary to perform the duties of an exclusive representative of the employees in dealing with the Hospital on labor-management issues. Employees hired at Madison General Hospital before August 24, 1979, or those who were working and continuing to work one-tenth (0.10) to four-tenths (0.40) before September 1, 1984, may elect not to pay a service fee.

Former Methodist employees who elected under previous contract language not to join the Union shall not be required to pay a service fee.

Section 5. New Employee Union Orientation

All new employees of the bargaining unit shall be advised by the Hospital at the time of their employment of the Agreement between the Hospital and the Union and will be provided with a copy of this Agreement. The Hospital will furnish the Union the names and contact information of all newly hired and current Hospital employee who transfer into the bargaining unit, showing date of hire or date of transfer, respectively.

A representative of the Meriter Hospital Nurses Council shall be granted thirty (30) minutes without loss of pay for Union orientation during every new employee orientation class, whether in-person or virtual, for all bargaining unit employees. Employees attending Union orientation shall be on paid time, not to exceed thirty (30) minutes. The content of this presentation and any materials which the Union wishes to distribute will be reviewed upon the Hospital's request. The Union agrees to notify the Hospital in advance in writing of any changes made in the materials. No material detrimental to the Hospital or the Union shall be presented. If a Union representative is unable to attend the scheduled session, the Hospital agrees to distribute the approved materials.

Employees may voluntarily choose to attend this session.

Section 6. Union Representation and Visitation

Where it is necessary to ascertain whether or not this Agreement is being observed by the parties, or

where it is necessary that the Union staff member(s) converse with an off-duty or on-duty employee in the Hospital, the Hospital agrees to provide for the release of the employee from normal work duties to meet privately with the Union staff member(s) for a reasonable amount of time as soon as necessary arrangements can be made. The Hospital has the right to designate a meeting place and/or to provide a representative to accompany the Union staff member(s) if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place. The Union staff member(s) shall give the Human Resources Department reasonable advance notice of the need for visitation.

All other Union business will be conducted off the premises of the Hospital except for meetings in Pm the meeting room provided for in Section 5.

Section 7. Meeting Facilities

The Union will be subject to the normal Hospital Central Scheduling procedure to obtain meeting rooms two (2) times each month that will accommodate up to twenty-six (26) people for necessary committee meetings to conduct internal Meriter Nurses Council business. All other Union business will be conducted off the premises of the Hospital unless express written permission is given by the Hospital.

Section 8. Bulletin Boards

The Hospital agrees to provide one (1) bulletin board at each location for the exclusive use of the Union for posting certain information. One will be located on the wall between the two entrances to the cafeteria on the first floor of the Tower Building at the Hospital. One (1) bulletin board, at least two feet by three feet in size, will be located in the unit staff conference or report room for posting Union business as described below. Information which may be posted by an authorized Union representative shall relate to the following matters:

A. Union recreational and/or social affairs
B. Union appointments
C. Union elections
D. Results of Union elections
E. Union meetings
F. Rulings or policies of the International Union or other labor organizations with which the Union is affiliated
G. Reports of Union standing committees
H. Any other materials authorized by the Hospital or its designee and the local Union
I. Official Union publications

No political campaign literature or material detrimental to the Hospital or the Union shall be posted.

Section 9. Personnel Transactions

The Hospital agrees to advise the Union in writing or electronically monthly of new hires, terminations, or change in status or regular rates of pay of bargaining unit employees.

Section 10. Union Representatives

Within thirty (30) days of the implementation of this Agreement, the Union will provide the Hospital with a list of on-site Union representatives and grievance representatives. The Union will update the list as changes occur.

Section 11. Personnel File

Employees shall have the right to see all post-hiring information in their personnel file and, upon request, will be provided with a copy of any materials therein. Employees shall be allowed to comment in writing regarding any of the contents of their file, and such comments shall be appended to, and shall become a permanent part of, said file.

In the event a complaint is filed against an employee which requires the Hospital to initiate an investigation, the Union and the employee who is the subject of the complaint shall be advised of the investigation as soon as is reasonably possible without jeopardizing the investigation.

Section 12. Political Action Deductions

Upon receipt of a voluntary written individual deduction order from an employee on forms provided by the Union, the Hospital shall deduct the authorized amount from the pay of such employee each pay period until such time as the employee gives the Hospital and the Union written notice of termination of the order. Employees may change the authorized amount of the deduction on an annual basis by submitting a new deduction form to the Hospital forty-five (45) days in advance of the desired change.

Section 13. Union Bargaining Team Compensation

Effective for bargaining for successor collective bargaining agreement, seven (7) members of the Union Bargaining Team shall be paid eight (8) hours of straight time pay for all days spent in bargaining. Eight (8) hours per day spent in bargaining shall count towards the employee's FTE of record but will not count for the purposes of overtime calculation. Schedules shall be adjusted, up to the employee's FTE of record, to accommodate days spent in bargaining. Alternates, who are substituting on any particular day for a regular Bargaining Team member(s), shall be entitled to the same compensation and schedule adjustment as provided in this section. Payment under this section shall be limited to fifteen (15) bargaining days, unless the parties mutually agree to additional bargaining days.

During the life of the contract, at the Union's request, up to two (2) additional days may be used by members/alternates of the bargaining team for pre-bargaining preparation within two (2) months of the commencement of negotiations. Employees may use PTO or take the leave without pay. The Union shall request the time off for pre-bargaining preparation prior to the schedule being published, but no less than four (4) weeks in advance of the requested days.

ARTICLE 5. DISCIPLINARY ACTION

Section 1. Sequence of Disciplinary Action

Any employee may be disciplined for just cause or for performance which is less than satisfactory. Performance deficiencies shall be handled in accordance with Article 11, Professional Performance. Ordinarily, such discipline would include the sequence of disciplinary counseling, verbal warning, written warning (with or without suspension), final written warning (with or without suspension), and termination. Certain actions by the severity of their nature will require immediate progression to discipline, up to and including termination. In all cases, written notification shall be provided to the employee which will indicate the current step of the disciplinary process and the reasons for the disciplinary action. In the cases of written warning (with or without suspension), final written warning (with or without suspension), and termination, the Union shall be notified in writing by the Hospital at the same time the information is provided to the employee. A copy of all disciplinary actions will be placed in

the employee's personnel file.

A. Counselings will not be considered for progressive disciplinary purposes twelve (12) months after the counseling if there has been no other disciplinary action taken.

B. Verbal Warnings will not be considered for progressive disciplinary purposes twelve (12) months after the verbal warning if there has been no other disciplinary action taken.

C. Written Warnings (with or without suspension) will not be considered for progressive disciplinary purposes two (2) years after the written warning if there has been no other disciplinary action taken.

D. Final Written Warnings (with or without suspension) will not be considered for progressive disciplinary purposes three (3) years after the final written warning if there has been no other disciplinary action taken.

Any last chance agreement as well as any level of discipline involving patient abuse, willful violation of patient confidentiality, or criminal conduct shall remain in an employee's personnel file indefinitely.

In the cases of discipline for performance reasons, the supervisor will assist the employee in developing an action plan, including timelines for completion, to alleviate the performance deficiencies. Should this plan not result in the correction of the deficiencies, further disciplinary steps will be taken. Continued failure by the employee to correct the performance deficiency may result in discipline, up to and including termination, subject to Article 6, Grievances and Arbitration. Unsafe practice will result in appropriate, immediate action.

The employee, upon request, shall be entitled to a grievance representative for any step of the disciplinary process.

Section 2. Appeal Process

The Union, on behalf of a disciplined employee, may appeal disciplinary action taken. Such appeal shall be filed at Step 2 for disciplinary counseling or verbal warning, and at Step 3 of the Grievance Procedure for written warning (with or without suspension), final written warning (with or without suspension) or termination within ten (10) days after receiving a copy of the disciplinary action. Back pay, if any, shall be limited to three (3) days prior to date of filing the grievance only when the grievance is filed late and the Hospital has agreed, in writing, to waive the untimeliness of the grievance.

Section 3. Confidentiality of Information

The parties emphasize the importance of the need to protect confidential or privileged information concerning patients and their families and fellow employees. The employee shall respect and hold in confidence all information of a confidential nature obtained in the course of their work. Release of confidential or privileged information to any unauthorized person shall be grounds for disciplinary action.

Section 4. Discretionary Benefits Suspension

Discretionary benefits will be suspended from the date of any disciplinary action, at a written warning or higher step, received by the employee, as set forth below.

A. Tuition Assistance: employees are not eligible to apply for a period of twelve (12) months.

B. Loan Assistance: employees are not eligible to receive loan assistance payments for a period of twelve (12) months (2 scheduled payments).
C. Unit Educational Funds (conferences and seminars): employees are not eligible to apply for funds for a period of twelve (12) months.

ARTICLE 6. GRIEVANCES AND ARBITRATION

Section 1. Definition

A grievance is hereby defined as a controversy between the Hospital and the Union, or an employee or group of employees (represented by one (1) designated employee) covered by this Agreement, which must pertain to any condition of employment or to the interpretation or application of this Agreement. The Union will inform management, in writing, of any group grievance at the time of filing of the grievance.

Section 2. Grievance Procedure

Except as otherwise provided by law or by the procedures listed below, all grievances shall be filed at Step One and resolved in the following manner:

STEP ONE

Within ten (10) working days (Monday through Friday, exclusive of legal holidays as recognized in this Agreement) of the event or within ten (10) working days of the time that the aggrieved knew of the event, they shall present and discuss the grievance orally with their nurse manager or supervisor. After the initial presentation and discussion, there will be thirty (30) calendar days or less in which investigation and discussion occurs. A written response to the grievant and, if applicable, their Grievance Representative, will be provided at the conclusion of the investigation/discussion process, if the grievance is denied. If no resolution is reached, the grievance then proceeds to Step Two as described below. If the grievance is denied and no response is received at Step One, the grievance is automatically moved to Step Two. If it is necessary to process the grievance during regular working hours, it shall be done by the grievant and/or Grievance Representative at a time when the unit is otherwise covered, and then as expeditiously as possible with the approval of the supervisor of the unit.

STEP TWO

If the grievance is not resolved at Step One, it will be reduced to writing identifying the contract provision claimed to have been violated, if applicable, and presented to the aggrieved's department head or their designated representative within ten (10) working days of the written response in Step One. At the department head's discretion, any Step Two grievance may be advanced directly to Step Three by so notifying the Union Representative. Within five (5) working days the department head or their designee shall schedule a meeting with the aggrieved and/or their representative to discuss and attempt to resolve the matter. Within five (5) working days of the meeting the department head or their designee shall render a decision in writing to the aggrieved with copies to the Grievance Representative and Grievance Chair or their designee.

Grievances related to nursing practice, staffing and related professional issues initiated by the Union on behalf of the bargaining unit members as a class or as a Union grievance and grievances involving disciplinary counseling or verbal warning will be presented at this step within ten (10) working days. Within five (5) working days the department head or designee shall schedule a meeting with the unit member(s) and/or Union representative(s). The department head or designee will respond within ten (10)

working days of the meeting.

If no response is received at Step Two, the grievance is automatically moved to Step Three.

STEP THREE

If a satisfactory settlement is not obtained in Step Two, the grievance shall be submitted to the Director of Human Resources or designee within five (5) working days following receipt by the aggrieved of the answer in Step Two. The Director of Human Resources or designee shall, within five (5) working days, schedule a meeting at the earliest mutually convenient time with the aggrieved and/or their representative within five (5) working days to discuss and attempt to resolve the matter. Within five (5) working days from the date of the meeting, the Director of Human Resources or designee shall render a decision in writing to the aggrieved with copies to the Grievance Chair(s), Union Staff Representative and Grievance Representative.

Discharge or discipline grievances, except disciplinary counseling and verbal warning shall be initiated at this step and shall be initiated within ten (10) working days of the event. Grievances related to general personnel policies, salaries, interdepartmental problems and related personnel issues initiated by the Union on behalf of the bargaining unit members as a class or as a Union grievance will be presented at this step within ten (10) working days. Within five (5) working days the Director of Human Resources or designee shall arrange to meet with the aggrieved and/or their representative to discuss and attempt to resolve the matter. The Director of Human Resources will respond within ten (10) working days of the meeting. Grievances initiated by the Hospital shall be filed and presented at this step, within thirty (30) working days after it knew or ought to have known of the act or condition upon which the grievance is based or the matter is waived.

STEP FOUR

Both parties agree that grievances ought to be settled by and between the parties involved and are reluctant to refer the matter to arbitration. The parties also agree that conciliation or mediation may assist in reaching an amicable settlement and resolution of the problem without creating an adversary relationship between them and without resorting to an outside arbitrator. If a grievance is not settled at the third (3rd) step, the grieving party shall notify the other of such in writing within fifteen (15) working days after the decision in Step 3. Within fifteen (15) working days of this notification, either party may request one (1) mediation session and, after notifying the other party of this intention in writing, will request mediation service from the Wisconsin Employment Relations Commission or other mutually agreeable person(s).

The parties recognize the importance of speedy resolution of discharge grievances and the value of independent mediation in attaining resolution. Hence, it is agreed in discharge grievances only, if the grievance is not settled in the first three (3) steps, the grieving party shall notify the Hospital of such in writing within two (2) working days after the decision in Step 3. Within five (5) working days of this notification, either party may request one (1) mediation session by a mediator appointed by the Wisconsin Employment Relations Commission providing the mediator is available for mediation within thirty (30) days of the Union's request to the Hospital.

Section 3. Arbitration

Only grievances involving the interpretation or application of this Agreement, if unresolved, may be referred to arbitration upon a written request of either the Hospital or the Union to the other, which request must be made within ten (10) working days after the last meeting under the grievance procedure.

If requested, the parties shall meet to discuss whether there are reasonable means to expedite the arbitration of the particular dispute.

In the event arbitration is requested, the arbitrator will be selected under the rules of the Federal Mediation and Conciliation Service from a panel provided by the Federal Mediation and Conciliation Service unless otherwise mutually agreed upon.

Section 4. Arbitrator's Jurisdiction

A. The arbitrator shall have no power or jurisdiction to change, add to, or subtract from the terms of this Agreement. Such arbitrator shall have no power to nullify or modify any of the provisions of this Agreement for the purposes of a particular case. The arbitrator's decision shall be final and binding; however, the parties reserve their usual legal remedies where the arbitration proceeding or decision is in contravention of law.

B. Not more than one (1) grievance at a time may be submitted to an arbitrator, unless mutually agreed upon by the parties.

C. Any grievance arising from or relating to the Hospital's exercise of its authority under Article 2, Management Rights, Section 3, Probationary Employee, or under Article 2, Management Rights, Section 2, Compliance With Regulations, or any grievance not presented or appealed within the time limits and in the manner provided for in this Agreement shall not be submitted to arbitration.

Section 5. Arbitration Costs

The party losing the arbitration shall pay the full cost of transcripts, fees and expenses of the arbitrator and court reporter. Each party shall bear its own expenses for witnesses, exhibits and counsel.

Section 6. Time Limitations

All time limitations specified herein shall be considered jurisdictional and, as such, considered a condition precedent to further processing of the grievance. If either the Union or an employee fails to comply with the limitations of time herein, the other party may rightfully and legally refuse to process a grievance further and the grievance shall be considered null and void. If the Hospital continues to process an untimely grievance, such action will not constitute a waiver of any procedural arbitrability defense. Nothing herein, however, limits the Hospital and the Union from mutually agreeing to extend the jurisdictional time limitations. All such extensions shall be in writing. The time limitations specified herein shall not include Saturdays, Sundays, or legal holidays as recognized in this Agreement.

Grievances not answered by the Hospital within the designated time limits in any step of the Grievance Procedure may be appealed to the next step within the time specified for such appeal.

The Hospital and the Union agree to provide, within a reasonable time, requested pertinent and non-confidential records which are essential to the preparation and processing of the grievance. Such records may be copied by the requesting party at the expense of the requesting party. Failure by either party to produce records requested hereunder shall be resolved through prehearing motions before the arbitrator.

Section 7. Grievance Investigation

It is the desire of the parties to adjust grievances as soon as possible, but in such manner so as not to

interfere with care of patients. The parties recognize that most grievances do not require immediate investigation, but when it is necessary for a grievance representative to immediately investigate a grievance during normal work time, permission will be obtained from their immediate supervisor to take sufficient time away from the work site for the investigation. Such request shall not be unreasonably denied. In these unusual circumstances the grievance representative will remain on duty for payroll purposes. The investigation will proceed in an orderly and efficient fashion. The parties agree that the investigation shall be confined to investigation, not grievance process. All other grievances shall be investigated on off-duty time.

Section 8. Right to Union Representation

An employee shall have the right to be represented by a member of the grievance committee and/or a Union staff member at any step of the grievance procedure. The supervisor shall have the right to be accompanied by another management person.

Where it is necessary that the Union staff member meet with the grievant and/or supervisor under Step One of the grievance procedure, the Hospital will provide a place to meet in private, and such meeting will be conducted as expeditiously as possible.

When this provision is used, the Union will notify the Human Resources office at least ten (10) hours in advance.

Section 9. Payment for Grievant's Time

The Hospital will reimburse a grievant and/or grievance representative who has sustained loss of regular pay (excluding overtime) by reason of any of the procedures in Steps One (1) through Four (4), but shall not pay for arbitration matters. In the case of a group grievance, one (1) grievant will be paid as described above. However, any number of grievants may attend a group grievance meeting, but only one grievant will be in pay status.

Section 10. On-the-Job Contract Interpretation

In the practical administration of this contract, it will be necessary for supervisors and administrators to interpret its applicability in certain situations as they may arise. For the sake of the vital and safe conduct of the Hospital's business, it is imperative and agreed by both parties that while every employee shall have the right to question the instructions of the supervisor, they shall follow such instructions as given, and in the event that they disagree with the supervisor or with the supervisor's interpretation of the contract or feels that a directive given is unfair, they shall have the right to process the matter through the grievance procedure. It is further agreed that the failure of an employee to follow the reasonable instructions of their supervisor constitutes possible cause for disciplinary action, including discharge. However, this principle of "act now, grieve later" shall not be construed to obligate employees to violate the Wisconsin Nurse Practice Act.

ARTICLE 7. HOSPITAL AND BARGAINING UNIT SERVICE DATES AND ACCRUAL

Section 1. Differentiating Between Hospital Service and Bargaining Unit Seniority

Hospital service date and accrual is a separate and distinct item from bargaining unit seniority date and accrual, although under some circumstances the accrued service period may be the same. Both dates emanate from last date of hire.

Section 2. Definition of Hospital Service Accrual

The Hospital service date is the date used to compute Hospital credited service accrual, either in or outside the bargaining unit, so long as there is a continuous employment relationship with Meriter Hospital, Inc., and/or its respective predecessor hospitals.

Section 3. Definition of Bargaining Unit Seniority Accrual

Bargaining unit seniority service date is the date used to compute bargaining unit seniority service accrual for all employment in the bargaining unit with Meriter Hospital, Inc., and/or its respective predecessor hospitals less loss of accrual time set forth in Article 8, Bargaining Unit Seniority, or other portions of the Agreement.

ARTICLE 8. BARGAINING UNIT SENIORITY

Section 1. Definition

Bargaining unit seniority is the net credited service of the employee with Meriter Hospital, Inc., and/or its respective predecessor hospitals commencing from the last date of hire into the bargaining unit. Net credited service shall be actual service less non-accrual time provided for in this Article or elsewhere in this Agreement. Time on leave for worker's compensation or medical disability shall be counted as credited service.

Section 2. Non-Accrual Time

The following shall be non-accrual time:

1. Child-rearing leave of absence in excess of six (6) months.
2. Educational leave of absence in excess of two (2) semesters and a summer session.
3. All other non-paid leaves of absence in excess of thirty (30) days in any one (1) year.
4. Disability leaves of absence in excess of nine (9) months.
5. Quit.
6. The time the employee is engaged in Meriter Hospital, Inc., or its respective predecessor hospital's employment outside the bargaining unit, including time spent in the management function.

Section 3. Same Hire Date

Where two or more employees are hired on the same date, the order of seniority will be determined by the Employee Number. When bargaining unit seniority date is equal, the employee with the lowest Employee Number is the most senior employee.

Section 4. Seniority List

Within thirty (30) days after the execution of this Article, the Hospital will prepare and furnish the Union with a seniority list showing the names and seniority dates of all employees in the bargaining unit. If an employee claims that their seniority date as shown on the seniority list is improper, they may seek redress through the grievance procedure set forth in Article 6, Grievances and Arbitration. The Hospital shall update such list each six (6)-month period. Upon reasonable request the Union may require an update sooner.

Each unit's bargaining unit seniority list shall be posted on their respective bulletin board.

Section 5. Employee's Duty to Keep Hospital Posted

Each employee shall at all times keep the Hospital advised in writing of their current name, telephone number, residence, mailing address, and any changes that occur in regard thereto.

Section 6. Loss of Seniority

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

A. Nine (9) months after the effective date of a quit or retirement if the employee was employed for at least one (1) year, provided four (4) weeks' notice of termination of employment as provided in Section 7, Notice of Quit, below, and provided the employee returns to a bargaining unit position upon rehire. In the event the employee was not employed at least one (1) year before date of quit, or four (4) weeks' notice is not given, or the employee does not return to a bargaining unit position upon rehire, then all rights to seniority shall be lost immediately unless the failure to give the notice was due to emergent reasons beyond the control of the employee.

B. Discharge.

C. Absence without leave for three (3) working days without notifying the Hospital unless there is an equitable excuse clear and provable that constitutes an emergency as to the employee.

D. Failure to report to work after layoff within seven (7) working days after being notified to report to work, unless the employee has obtained a formal leave of absence.

E. Failure to report availability for work within three (3) calendar days after the expiration of a leave of absence.

F. Falsification of credentials or work records.

G. Layoff, except as provided in H. below, or disability leave of absence for the period of earned seniority or one (1) year, whichever is the shorter period.

H. After two (2) years of uninterrupted layoff for those employees being laid off with one (1) or more years of seniority.

Section 7. Notice of Quit

An employee shall give a minimum of four (4) weeks' notice of termination of employment except for emergent reasons beyond the control of the employee. Failure to do, or failure to work scheduled shifts during the notice period may, after discussion between unit leadership and the employee, be reflected in the employee's personnel record, and may result in loss of accrued seniority in the event the employee is rehired. Written notice of such action will be provided to the employee and the Union prior to the employee's effective date of termination.

Section 8. Special Grant Employees

Special grant employees are not represented by the Union, nor do they accrue seniority for any purpose.

ARTICLE 9. ROLE OF THE REGISTERED PROFESSIONAL NURSE

Section 1. Standard of the Provision

Both parties recognize and agree that each has a responsibility to provide nursing care consistent with the mission and goals of the institution.

Section 2. Responsibilities of Both Parties

Job descriptions relating to the specific activities and functions of nurses and standards of practice shall be mutually developed by management and staff. Job descriptions and department-wide standards of practice will be reviewed by the Practice Council or equivalent body. Final approval of job descriptions rests with management.

Section 3. Responsibility of the Registered Professional Nurse

Both parties agree that nurses are responsible for providing nursing care based upon the nursing process and the standards of practice of Patient Care Services Division. The nurse assumes accountability for ensuring quality of care and maintaining patient confidentiality. It is further agreed that documentation of patient care and other records needed by management for effective administration are the responsibility of the nurse.

Section 4. Responsibility of the Hospital

Both parties agree that it is the responsibility of the Hospital to provide adequate numbers of nurses and assistants to nurses on all shifts consistent with sound nursing practice, in order to provide safe nursing care. The Hospital agrees to make every reasonable effort to relieve the nurse of non-nursing duties, to encourage and support staff development and to provide an environment which encourages staff participation in nursing practice issues.

Section 5. Intent of the Parties

It is agreed that the above statements of the responsibilities of the registered professional nurse are designed to inform each nurse of some of their responsibilities but are not necessarily all inclusive nor intended to limit or circumscribe their total responsibilities. Except as stated above, this Article is not intended to limit the management function of the Hospital or the authority of Nursing Management, nor shall it be interpreted to contradict, add to, or subtract from other provisions of this Agreement.

ARTICLE 10. HEALTH AND SAFETY

Section 1. Promotion of Health and Safety

The Hospital shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure employee health and safety. Employees shall observe all rules and regulations pertaining to health and safety. Should any employee become aware of conditions they believe to be unhealthy or dangerous to the health and safety of employees or patients, the employee shall report the condition immediately to the supervisor. All unsafe or unhealthy conditions shall be remedied as soon as is practicable.

The Hospital is committed to maintain a safe and healthy work environment for all bargaining unit members. In the course of daily work, management recognizes that nurses may come in contact with blood borne diseases and other potentially infectious and toxic substances. Employees who have had a legitimate exposure to blood-borne disease and other infectious or toxic substances in the work setting are eligible to receive available screening, prophylaxis and/or immunizations at no cost to the employee. Employee Health will administer the program based on the recommendations of the Infection Control Officer.

Section 2. Physical Examinations

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

Section 3. Responsibility for Examinations

It is the responsibility of the Hospital to inform those employees required to have periodic physical exams and/or tests to report for such exams to the Employee Health Services at predetermined times. It is the responsibility of members of the bargaining unit so informed, to appear for the examinations at the time indicated or, if not feasible, to make appropriate arrangements to appear at a time mutually convenient to Employee Health Service and to the person involved.

Section 4. Failure to Comply

The Union and the Hospital recognize that employees are required to follow certain schedules for physicals and/or tests as established by the Wisconsin Administrative Code, and those who fail to do so will be subject to disciplinary action, provided the Hospital has informed them in writing of the need to appear for such physicals and/or tests.

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

Section 5. Cost of Examinations

Whenever the Hospital requires a member of the bargaining unit to submit to physical examinations or tests, including x-rays or inoculations, the Hospital will pay the entire cost of such service including time lost from regularly scheduled hours of employment, provided the employee uses the available service of Employee Health Services. When required physical examinations are performed by an employee's personal physician, they will be done at the employee's own expense and the results must be recorded on the standard Hospital form, which may be obtained in Employee Health Services. In both cases, such record will become a part of the employee's medical record.

Section 6. Tools, Equipment and Other Materials

The Hospital furnishes and maintains safe working conditions, tools, equipment, and supplies required to satisfactorily carry out the duties and responsibilities of nursing practice. There will be a semiannual review by Shared Governance in April/May and September/October of unit equipment (capital and non-capital) needs and discussion at unit staff meetings. Each unit will maintain a log which will include lists and tracking for needs, repairs and loans.

The Union and the Hospital recognize that members of the bargaining unit have a responsibility to report any unsafe conditions or practice, and for the proper use and care of tools, equipment, and supplies furnished by the Hospital.

Section 7. Illness/Injury While on Duty

An employee who becomes ill while on duty will notify their supervisor of the illness and inability to continue to work. Employees who are injured on the job must report the incident to the nursing manager on duty and may be required to be seen in Employee Health Services or Emergency Services.

The employee and their supervisor, or Nursing Administrative Coordinator (NAC), in collaboration with the charge nurse, will make a decision whether the employee should go home, to Employee Health Services, or to Emergency Services. Employees from off-site locations who need to be seen in Employee Health Services or Emergency Services will receive transportation if necessary. Services will be provided in Emergency Services at no cost when Employee Health Services is closed. Employees referred to Emergency Services by Employee Health Services will also receive care at no cost.

Section 8. Clearance After a Medical Leave of Absence

When the employee returns to work from a medically related leave of absence, a physician authorized release to return to work must be received by the absence management coordinator, or PTO payment for work missed may be denied. The Hospital reserves the right to require whatever physical examinations and/or tests that may be deemed necessary upon return from medical absences. If so required, nursing management will contact the employee to advise them to make the necessary arrangements prior to returning to work.

Section 9. Employee Personal Safety

The Hospital and the Union agree that the health and safety of healthcare workers, as well as the health and safety of the patients they care for, is a matter of critical importance. The Hospital is committed to providing a safe work environment for its employees by continuously evaluating safety and security best practice and professional standards, making safety a top priority. As part of this commitment, the Hospital agrees to schedule programs related to personal safety on a regular basis, provide updates on safety initiatives, seek feedback from employees (e.g., either directly or via Nurses Council members at UPNAC meetings), encourage participation in Shared Governance committees, etc.

Two (2) members of the bargaining unit, from different patient care divisions, will be appointed to the Hospital Safety Committee as Patient Care Services Division representatives. Nominations will be made by the Union Meriter Hospital Nurses' Council to the Vice President - Patient Care Services Division who will appoint the members from the nominee(s). Nominees shall not be unreasonably denied. Quarterly, one of the bargaining unit members appointed to the Hospital Safety Committee will report out at UPNAC.

The Hospital will provide adequate security staff to provide a safe Hospital environment and manage emergencies on all shifts and at all sites. Safety issues identified by any employee(s) should be brought to the attention of one of the bargaining unit representatives appointed to the Safety Committee, in writing, and submitted through the Hospital's incident reporting system. Nursing administration should be notified immediately about incidents requiring immediate attention. Incident reports submitted will be reviewed at unit council meetings.

ARTICLE 11. PROFESSIONAL PERFORMANCE

Section 1. Performance Evaluations

Annually, the Hospital shall provide a formal evaluation of each employee with respect to the performance of such employee. The employee will be encouraged to complete a self-evaluation and be involved in developing action plans to enhance performance strengths and deal with deficiencies. The Union realizes that self-evaluation is a most helpful tool to an employee during a performance review, hence, the Union encourages the employee to complete a self-evaluation. Each employee shall receive a copy of any written evaluation prepared by the Hospital. The employee shall be given an opportunity to respond in writing to its contents. Upon request, the employee's response shall be attached to all copies of the evaluation which are kept by the Hospital.

The Hospital has the right and duty to expect, at a minimum, satisfactory performance from all members of the bargaining unit in accordance with job descriptions, accountabilities, and performance standards, and compliance with written communicated policies and procedures of the Hospital. The Hospital shall post the competencies on each unit. Performance problems will be discussed promptly with employees and action plans for improvement developed. These discussions (coachings) shall occur prior to discussions regarding their performance evaluation. Any written documentation of the coaching shall remain in the desk file. In those cases where the seriousness of the problem warrants, where there are repeated patient safety concerns, or where performance deficiency has not been corrected following an initial discussion, the employee will be disciplined according to Article 5, Disciplinary Action.

The Hospital shall notify the Union promptly of any planned changes to the performance evaluation form and/or process.

ARTICLE 12. FLOATING

Section 1. Cluster Floating Guidelines

Floating of RNs will occur within the guidelines as determined by the Cluster Floating Task Force. (See Appendix J: Cluster Floating Taskforce). Hospital-wide floating shall not occur. Nothing precludes an RN from voluntarily floating outside of their assigned floating cluster.

When floated, the staff nurse will receive orientation to the physical unit and the nursing care requirements of the patients. Unit tip sheets will be provided and available for floated staff.

Section 2. Unit Floating Guidelines

Individual unit floating guidelines shall be determined by the unit staff and management, with the final approval of Nursing Management, and consistent with other provisions of this Agreement (e.g. see Article 13, Professional Development, Section 1, Orientation, Article 23, Reduction of Hours, Layoff and Recall, Integration, and Closure of Units, Section 6, Short-Term Census Fluctuations/Hours Reduction, and Appendix J: Cluster Floating Task Force. As units review or revise their floating guidelines, the following floating practices may be taken into account: sequence, experience, and skill level of the individual nurse, the needs of the receiving unit, and continuity of patient care on both the sending and receiving unit.

Section 3. Assignment including Charge RN

Both parties understand, as a matter of principle, that when a nurse is reassigned to another unit, they would not be required to assume charge nurse responsibilities for that unit, or be placed in a position in which they feel they could not provide safe nursing care. Both parties recognize, however, that nursing care must be provided to patients and such assignments may be necessary. Nursing Management will assess the situation and make the decision regarding the action to be taken. Such action may include assignment of a more experienced nurse to assume such responsibility, or other appropriate action.

If the employee objects to the assignment, they will verbally inform the assigning authority of their objections. If the employee is thereafter directed to act, the employee will immediately report to the assignment per Article 6, Grievances and Arbitration, Section 10, On-the-Job Contract Interpretation, of the grievance procedure. As soon as possible, the Hospital will provide the employee with a written record of the employee's objection and a statement that the Hospital will assume full and exclusive responsibility for the assignment.

A designated nurse on the receiving unit will serve as a mentor, advocate, and resource for the floated RN. The designated nurse and floated nurse will maintain regular communication throughout the shift.

Section 4. Decision to Float and Float Order

In all circumstances of floating, the decision that the unit requires assistance and the level of assistance needed will be made by the Nurse Manager and/or their designee. The decision that staff from another unit would be reassigned will be made by Nursing Management.

The Nurse Manager, NAC or their designee will determine the length of the float, not to exceed the scheduled shift. Staff may only be required to float once in an 8, 10, or 12 hour shift. Staff may float at the start of the shift or at the shift break points (e.g. 3 pm, 7 pm, 11 pm). For non 24/7 units, staff may float within their cluster upon completion of their unit work for the remainder of their shift.

RNs on Availability On Call shall not be called in to float unless volunteering to do so.

Regular unit staff shall not be floated to other units to allow the Per Diem nurse to work unless volunteering to do so. Agency staff will be canceled or floated before regular staff will be floated. Per Diem staff floats before Extra Shift staff.

ARTICLE 13. PROFESSIONAL DEVELOPMENT

Section 1. Orientation

The Hospital will provide a general orientation program for new employees. The program shall include orientation to the policies and procedures of the Hospital and the Patient Care Services Division.

An orientation to the area of assignment will be provided on an individual basis. The unit council of each unit shall develop an orientation plan for new and transferring staff. The orientation plan will address performance standards/accountabilities and other items specific to the unit as determined by the unit council and approved by Nursing Management. The plan shall include a specific ongoing evaluation process and orientation materials.

The Nurse Manager, in collaboration with the preceptor, will be responsible for determining an appropriate patient assignment and monitoring the progress of the orientee during the orientation process. The preceptor/orientee assignment shall be determined and deducted from total census numbers. The remaining census shall determine staffing need(s) per unit matrix for that shift. The Nurse Manager will

determine when the orientee has successfully completed the orientation period. The preceptor will not be pulled from their precept assignment, except in emergency circumstances. During the first four (4) weeks of the orientee's nursing unit orientation, the preceptor shall not float, take a low census day (LCD) and/or availability on-call (AOC), except during periods of low census as provided in Article 23, Reduction of Hours, Layoff and Recall, Integration, and Closure of Units, Sections 6, Short-Term Census Fluctuations/Hours Reduction, and Section 7, Long-Term Hours Reduction. After the first four-week period, the preceptor shall be considered as regular staff for purposes of floating, low census day and availability on-call. In the event the preceptor is floated, the orientee may float with the preceptor or remain on the unit with an alternative preceptor. This decision will be made collaboratively with the orientee considering their best interest and learning opportunities in mind.

Section 2. In-Service Education and Training

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The Hospital will provide a program of education and training. The program will be planned by a committee (consisting of representatives from Nursing Management, Nursing Education, and nursing staff) reporting through the Shared Governance and shall specify all house-wide mandatory in-services for the coming calendar year. This calendar will be available to staff by the end of December of the previous year. Mandatory in-services added after this calendar is published will be planned and implemented by that committee. Unit specific mandatory and other in-services will be set up by the unit. Staff will be notified, whenever possible, of mandatory in-services and other in-services no later than the time schedules are posted. In order to accommodate the variety of learning styles, the information shall be available in one or more of the following modes of learning, including but not limited to: classes/in-service, self-learning (CBL's, "cheat sheets"), check-offs to demonstrate competency (open lab practice), real time resources (e.g. red shirts, on-line help systems), hands-on with associate check-off, and/or request an alternative learning method. Management will attempt to accommodate staff within their FTE of record to attend mandatory and other in-services. Times of mandatory in-services will be designed to accommodate the needs of Day, PM, and Night shift staff and will be in pay status.

Self-study modules, including computer-based learning (CBL) and other on-line learning modules, are designed to be completed during scheduled working hours and are preferred to be completed on Hospital property. In the event the employee is unable to complete such CBLs and other on-line learning modules on Hospital property, the employee may discuss the option of completing them off-site, in paid status, with the Nurse Manager or designee. Such discussion and approval must occur prior to completing these self-study modules. For certifications required by an employee's position where classroom time (including simulation time) and testing are required (e.g. ACLS, PALS, NRP, TNCC), the Hospital will pay for such time. This paid time will be within the employee's FTE of record when possible. For purposes of self-study and completion of any required pre-test/test the Hospital will pay for such time up to a total of three (3) hours. This paid time will be within the employee's FTE of record when possible. In the event it becomes apparent that the study module and pre-test/test, if required, cannot be completed during scheduled working hours, other accommodations shall be discussed between the Nurse Manager and the employee, including relief during the employee's scheduled shift or off-duty time in pay status, provided that such accommodations do not result in payment of overtime or other premium pay. In the event the Hospital has an in-service program which will be of benefit to the employee and/or the unit during working hours or after working hours, such bargaining unit members will be considered in pay status during such attendance. Attendance must be approved in advance by management.

Definitions:

A. In-Service Education is generally a program, lecture or self-study module, which is sponsored by the Hospital, usually less than or equal to two hours in length. Examples include, but are not limited to, equipment in-services, disease management, safety, infection control, and other

mandatory education programs, e.g. ACLS, PALS. Conference days do not apply to in-service education.

B. Continuing Education: Continuing Education Programs may be sponsored by the Hospital or external agencies, are generally greater than two hours in length, and are applicable to the employee's job at the Hospital and support the professional development of the nurse. Continuing education and professional development activities may include attendance at a conference or seminar, learning modules, e-learning activities, attendance at professional meetings, lectures, grand rounds, or clinical conferences. These activities are recognized as legitimate continuing education activities and will generally grant continuing education credit upon successful completion. Certain professional development activities may not grant continuing education credits, e.g., attendance at professional meetings, grand rounds, and lectures, but will qualify for use of conference time at the request of the employee, provided the specific activity and learning objectives are approved by management.

Section 3. Continuing Education Programs

A. Bargaining unit employees may request and be permitted, at the discretion of Nursing Management, to attend outside, short-term (maximum two (2) weeks) educational programs related to their professional nursing development on work time. Such requests will not be unreasonably denied and will be granted on an equitable basis.

B. 0.5 - 1.0 FTE employees shall be eligible for two (2) days each calendar year to attend continuing education conferences, seminars and/or professional development activities, with content directly related to professional nursing practice and which will benefit the employee and/or the unit. Conference days will be in paid status and may be within or above an employee's FTE of record, taking into consideration employee preference, overtime exposure and patient care needs. Any RN who achieves pay class 23 through the Clinical Recognition Program will receive one (1) additional conference day per year. Any RN who achieves pay class 26 through the Clinical Recognition Program will receive two (2) additional conference days per year. Nothing in this article shall prevent management from allocating additional conference days to an employee who requests, when it is agreed, that the content of the conference will be of benefit to the employee and the unit.

   The employee shall request (in accordance with unit request guidelines) conference days or portions of conference days in writing to the Nurse Manager. The request will include the specific activity, learning objectives and, when appropriate, the length of time expected to complete the activity and the timeframe for completion. The Nurse Manager will review the request and respond to the request in writing; such requests will not be unreasonably denied.

   Upon completion of the activity, the employee will submit copies or program documentation including any CEU's to the Nurse Manager and the Nursing Education Department.

C. Participation in continuing education activities may be requested by the employee or required by management. If participation is required by management, the employee will be in pay status and appropriate expenses will be paid by management. Appropriate expenses will be agreed upon between management and employee in advance of registration.

The allocation of budgeted funds for educational purposes will be made by nursing administration. Each nursing unit will receive an annual budget to be used by bargaining unit members as determined by the educational needs identified, the availability of educational opportunities, the availability of

funds, and the priorities set by each nursing group. Unit allocations will be discussed at a staff meeting early each fiscal year.

E. If the Hospital requests an employee to attend an educational program, the employee will be considered on a regular work schedule, and expenses will be reimbursed according to the agreement reached using the appropriate travel advance/travel expense form submitted prior to and upon return from the conference.

Section 4. Tuition Assistance

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

A. The applicant must be an employee regularly working half-time (.5 FTE) or more who has been employed a minimum of twelve (12) months before the course(s) begin(s) or before the certification exam is taken.

B. Applicants who change their FTE status will have the amount of tuition assistance changed accordingly.

C. Final arrangements related to the coordination of the employee's work/class schedules must be approved by Nursing Management.

D. Full reimbursement up to a maximum dollar amount of $5,000 per calendar year for full-time employees and a pro-rated amount for regular part-time employees (for all types of Variable Part-time Employees, reimbursement will be computed at the higher end of their variable; refer to Appendix I: Variable FTE).

E. The course must be related to professional nursing practice.

F. The Hospital will pay the tuition cost at the start of the course, provided that the application has been submitted within two (2) weeks following registration in the course.

G. Employees must receive a minimum grade of "C" or the equivalent in an undergraduate course and a grade of above "C" in a graduate course, to successfully complete the course for the purposes of tuition assistance. At the completion of the course, the employee must present a copy of the grade report to Human Resources or reimburse the Hospital for the advance tuition received. Employees who drop or fail a course will be required to reimburse the Hospital for advance tuition received.

H. Employees who have received tuition assistance must maintain employment with the Hospital for a period of twelve (12) months from the date of the receipt of the grades except in the following circumstances:

- Involuntary termination;
- Voluntary or involuntary layoff;
- Long term disability leave*;
- Worker's compensation leave*;
- Short term medical disability leave*;
- There is no position available within the Hospital within thirty days of graduation which requires the degree earned; or

- The employee has ten (10) or more years of hospital seniority on the date of application for tuition assistance.

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

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

I. To enable the Hospital to collect the tuition assistance due, the employee will be required, at the time of application, to execute an individual contract with the Hospital providing for assignment of wages to the Hospital up to the amount owed and exercisable by the Hospital from the time it has knowledge of tuition assistance entitlement.

Section 5. Certification and Recertification

To provide an opportunity for a nurse to advance their professional nursing practice, the Hospital agrees to reimburse the nurse up to $600 per certification, upon successful completion of their certification, for up to two (2) certifications. The dollars will be used for the examination fee; any remaining dollars may be used during the certification period for preparation classes, books and other educational materials associated with certification and recertification, continuing education, and membership in the respective professional certifying organization. To be eligible for reimbursement, the certification must be associated with the current job position, and certification must be obtained. Certifications eligible for this benefit are listed in Appendix E, Recognized Certification Programs. Other professional certifying organizations may be added at the request of an employee and upon approval of management. Such approval will not be unreasonably denied. This benefit provided for certification and recertification does not impact unit specific allocated education funds described in Section 3.

Any expense documentation not received by Human Resources within six (6) months of the successful completion of the initial certification or recertification date will not be reimbursed.

ARTICLE 14. UNIT STAFF MEETINGS

Both parties agree that attendance at staff meetings is important.

Except in unusual circumstances, each nursing unit will regularly schedule a staff meeting at times conducive to staff attending. Staff meetings may occur monthly, but will, at minimum occur quarterly, and will be offered in person and/or virtually, and recorded when possible to be viewed by those unable to attend in person or virtually. An agenda will be posted a week in advance using multiple available means of communication (e.g. unit bulletin board, web, email, newsletter, Resource Binder, etc.). Staff are encouraged to add to the agenda. Bargaining unit employees will be in paid status when attending their respective unit staff meetings. Minutes will be taken and posted in the absence of a recorded meeting within one week using the unit's common means of communication (e.g. unit bulletin board, web, email, newsletter, Resource binder, etc.).

Annually, unit plans for allocation of unit educational funds, staffing, scheduling surveys, and other issues as determined by the unit shall be reviewed and affirmed or amended.

Annually, between August 1 and September 15, unit plans for floating, scheduling requests, unit vacation/holiday guidelines, and allocation of unit education funds will be voted on by secret ballot and approved by a simple majority of all bargaining unit employees of that unit minus any abstention ballots received (total count of eligible voters does not include any bargaining unit employee who casts an

abstention ballot). All unit guidelines must be consistent with contract language and will not supersede contract language. These unit plans and guidelines will be forwarded to Human Resources by September 30, which will in turn forward copies to the Union.

Units shall determine their method for approval of all other issues after discussion involving the maximum possible number of staff.

ARTICLE 15. NURSING SHARED GOVERNANCE

Refer to Memorandum of Understanding A, Nursing Shared Governance. Management will make available, through the Hospital's internal intranet site, PRN or other appropriate means, the membership of the various councils, (unit, community and patient care council), the meeting times and the minutes of the councils and standing committees of Nursing Shared Governance.

ARTICLE 16. CLINICAL RECOGNITION PROGRAM

The Hospital shall maintain a clinical recognition program for staff nurses. The Clinical Recognition Program is a standing committee of the Patient Care Council. Presently, there are two (2) clinical advancement levels, classifications 23 and 26. It is the objective of the program that qualified staff nurses may choose to apply for advancement.

The program will retain mechanisms for promotion to higher job classifications based on unit and department criteria and upon the recommendation of unit and Patient Care Services committees.

The time required for staff developing the unit criteria will be in pay status and coordinated with the unit manager according to other unit needs.

This program will be implemented, monitored and overseen by the Clinical Recognition Central Review Committee, which reports to the Patient Care Council or equivalent body.

Bargaining unit members currently in classifications 23 and 26, because of prior slotting of critical care nurses and nurse clinicians, will remain in those pay classifications. Bargaining unit members currently in classifications 23 and 26 due to clinical advancement or promotion will remain in those classifications only if meeting the criteria outlined in the program annually. This annual review will consist of a self-evaluation based on the goals and performance plan for that year and will go through a unit review process defined within the detailed structure of the program.

ARTICLE 17. LABOR/MANAGEMENT COMMUNICATIONS

Section 1. Labor Management Meetings

A. UP/NAC

The members of the Union Nurses' Council and appropriate members of Nursing Administration will meet regularly to maintain open and ongoing communications. The primary purpose of the meeting will be to share information, and discuss and resolve issues of mutual concern. The Union Nurses' Council members shall be in paid status (straight time only) for attendance at these meetings. In order to facilitate the effectiveness of the meetings, both parties agree to share agenda items seven (7) calendar days prior to the meeting, including any details needed to be prepared to discuss the agenda topic. This does not preclude the parties from discussing additional topics at the meeting if time allows after identified agenda topics have been

discussed.

Human Resources and Union staff shall be regular attendees.

Two (2) UP/NAC meetings per year will be extended to 4 hours to include topics such as work injuries, lunch/breaks, permanent shifts, ergonomics, work life issues, workplace safety, non-nursing duties, and communication etc. On a quarterly basis, the Hospital shall report out on aggregate RN agency use (number of RN agency hours worked per unit), and Schedule On Call usage. Safety topics and incidents brought forward will be prioritized, ensuring appropriate time for discussion.

When issues are added to the UPNAC agenda and are relevant to a particular department where there are no representatives from Nursing Administration or Nurses Council, e.g. Facility Operations, Food and Nutrition, Pharmacy, Laboratory, etc., the applicable management team shall attend UPNAC. In the event there is not a nurse from the impacted unit appointed to Nurses Council, one nurse from the impacted unit will be permitted to attend for that discussion, in unpaid status. The respective party shall give the other party notice of the additional attendee at the time agenda items are shared.

The deliberations and/or conclusions of these groups shall in no way substitute for processing union-management differences under Article 6, Grievance Procedure, of this contract; nor shall any decision or action of these groups contradict, add to, subtract from, or otherwise change the terms or provisions of this contract.

B. Scheduling Solutions Committee

The Union and Meriter Hospital agree to work collaboratively, through the Scheduling Solutions Committee, to review and/or develop creative scheduling options to support staff recruitment and retention, reduce need for overtime and agency staff. (See Side Letter of Agreement #4, Scheduling Solutions).

C. Mandatory Overtime Committee

When concerns arise over mandatory overtime and upon request of the Union or the Hospital, the parties agree to reconvene the Mandatory Overtime Committee to develop and monitor mandatory overtime reduction and work to create and support proactive strategies to address staffing resource needs that are known in advance (e.g. scheduling holes, leaves of absence, etc.) and review the effectiveness of Meriter Hospital supplemental staffing programs (e.g. per diem, variable FTE, etc.) regarding the ability to meet staffing. This Committee will report through UP/NAC as needed. (See Side Letter of Agreement #5, The Mandatory Overtime Committee).

D. Unit Work Design Teams

Unit Work Design teams shall be maintained on all units for purposes related to functions detailed in the Side Letter of Agreement #4, Scheduling Solutions Committee, and Side Letter of Agreement #9, Resource Manual and Clinical Recognition Program. Scheduling responsibilities include evaluation of unit-based scheduling options that exist based on position control requirements and development of consistent scheduling processes for the unit. Staffing effectiveness responsibilities include working with unit management to provide input into unit staffing reviews and plans, proactively whenever possible, under the guidelines and tools designed through an appointed sub-committee of UP/NAC.

Section 2. Union Participation in Meetings and Task Forces

Management will timely notify the Union of task forces or committees that are existing or formed relating specifically to patient safety, employee health and safety, wellness, and working conditions. The Union may request to provide input into such task forces and committees, through the appointment of one (1) bargaining unit representative; such requests will not be unreasonably denied.

Management agrees to support staff nurse participation in meetings and other activities. The employee must request meeting times and dates using the appropriate scheduling request methods. When practical, management will schedule time spent in meetings/activities within the employee's FTE of record. Payment of time in committees will be at straight pay only.

ARTICLE 18. ASSIGNMENT OF STAFF AND SCHEDULING

Section 1. Position Control

Management shall consider the need to change any position(s), based on alterations in patient activity, patient care needs, census trends, skill mix, staffing requirements, an imbalance in staffing or other reasons. The position control plan shall be reviewed at least annually and a meeting with staff to discuss the plan will occur. In the event of anticipated significant changes in the position control plan, a meeting shall be held for the purpose of meaningful dialogue with staff. Staff preferences for position change shall be taken into consideration if those preferences support the unit's staffing model. Management's decision shall not be reviewable by an arbitrator. (This applies to this paragraph only).

On units where a change in position(s) is necessary, management will post on the unit the new position(s). When voluntary bidding on positions is inadequate to meet required position changes, the least senior staff will be assigned to the new position. Reassignment will not involve a change in FTE.

Management will maintain a written position control plan for each unit. The plan will identify employee name, bargaining unit seniority, FTE, position type (e.g. per diem, variable, charge, etc.), rotation (e.g. day, day/night, pm/night, etc.), weekend rotation, overtime status (e.g. 8/80 or 12/40), and any other appropriate variables. The plan will also include the filled FTE and posted vacant FTE totals. The position control plan will be posted on the unit's team worksite (updated quarterly). A current position control may be requested at any time from the manager or their designee.

Section 2. Scheduling

Unit staff will be scheduled by the Nurse Manager or designee. All regular staff will be scheduled before employees requesting to work above their FTE of record. Extra shifts will be filled according to the procedures outlined in Appendix F: Extra Shift Procedures. Per Diem RNs shall be used to fill scheduling holes (see Appendix D: Per Diem Program).

A. Posting

The schedule will be posted at least four (4) weeks prior to the commencement of the first work day of the schedule. The Hospital shall establish and announce a deadline for posting that shall be followed. In the event the Hospital is unable to meet the established posting deadline, the Hospital will notify the Union.

B. Early Posting

Written notice will be given to employees stating plans for early posting. Unit staff and management will determine the best mechanism for such written notice.

C. Posted Hours

The schedule will normally set forth the hours of work for a four (4) week period.

D. Definition of Weekend

A weekend consists of a consecutive Saturday and Sunday. An employee permanently assigned to the night shift may request Friday and Saturday nights as constituting a scheduled weekend off. In addition, the Hospital will routinely make every reasonable effort not to schedule a night shift the Friday before the scheduled weekend off for all employees.

E. Schedule Changes

Posted schedules shall not be changed by management except in the case of unusual circumstances with the full knowledge of those affected. Staff requesting a change in the schedule after the schedule is posted are expected to exchange hours with other unit or Per Diem staff, subject to management approval. A staff nurse shall not be unreasonably denied a request for PTO for which they have arranged appropriate staff coverage. Management will consider patient population, staff skill mix, and other appropriate issues when approving schedule changes. Employees responding to a request by the Nurse Manager or designee to take a day off or hours off due to low census, have the option of using PTO. (Refer to Appendix D, Per Diem Program.)

F. Schedule Requests

Management and staff of each unit will establish equitable, specific guidelines for making and granting schedule requests to work or not to work. Such guidelines will be voted on and approved by a simple majority of the bargaining unit members on that unit.

Schedule requests must be submitted at least two (2) weeks in advance of posting.

When an employee requests time off that reduces hours worked in a pay period less than the FTE of record, PTO shall be used. When conflicts arise in the application of unit guidelines and no resolution can be reached regarding scheduling, bargaining unit seniority shall prevail.

When a request for time off is of an emergent nature, PTO shall be used if available. Otherwise, the employee will take leave without pay. Such requests will not be unreasonably denied.

G. Requests for PTO

1. PTO Requests for Vacation

Vacation requests are defined as use of PTO of one half or greater of the employee's FTE of record. For non-24/7 units, employees who have an odd FTE (e.g. 0.5, 0.7, 0.75, 0.9 FTE) will round up their vacation request to meet their FTE of record. Employees may request to use the lower amount of PTO if the request can be accommodated on the unit. Unit staff, with management, will determine how vacation requests will be chosen. Each unit will establish and annually review their Vacation/PTO request policies at a staff meeting, including a system for receiving requests for designated periods of time. Refer to

Vacation/Holiday Guidelines in Nursing Resource Book on each unit. (See Appendix A, Vacation/Holiday Request Guidelines).

Staff requests for PTO will not be denied based on vacancies. In order to accommodate an equitable vacation schedule, bargaining unit staff shall not be denied vacation to accommodate non-bargaining unit staff vacations, except where the skill mix makes this necessary. However, in unusual staffing circumstances or emergency situations, these requests may be denied. Every attempt will be made to support the special needs of the requesting individual.

During each selection period, staff will have the opportunity to select blocks of PTO, according to unit guidelines, with bargaining unit seniority prevailing in the case of dispute. The selection process and confirmation will be handled as expeditiously as possible according to the time frame developed by the unit. Once approved, vacations will be honored as long as sufficient PTO is available at the time of the vacation (unless lack of sufficient PTO is due to unanticipated emergencies or mandated low census days in which case the approved time off will be allowed on an unpaid basis to the extent there is no PTO available to be used).

2. PTO Requests for the Weekend

   a. Non-25 Yr. Staff

      Up to two times per year, individual staff persons will not be expected to cover their weekend or on-call shifts when taking blocks of PTO greater than or equal to one-half of their FTE of record. Once per year, individual staff persons, who work twelve-hour shifts every third weekend, will not be expected to cover their weekend or on-call shifts when taking blocks of PTO greater than or equal to one-half of their FTE of record. Staff members who work a weekend rotation of less often than every third weekend shall find their own coverage for any weekends desired off (e.g. staff members who work every fourth or fifth weekend).

      A staff member that has been mandated off three times in a calendar year can request PTO over one weekend off, within the same calendar year, without tying this weekend off to a block of PTO.

      Additional weekends may be allowed based on the ability of the individual units to accommodate them. Unit staff together with management will work to identify options for weekend coverage.

   b. 25 Yr. Staff

      Staff with 25 years or more of bargaining unit seniority who have not been granted a “no weekend” position and work every other weekend, up to two times per year, will not be expected to cover their weekend or on-call shifts with or without tying this weekend off to a block of PTO. When not tied to a block, PTO will still be used for the weekend off.

      Staff who work twelve-hour shifts every third weekend will not be expected to cover one weekend including on-call shifts per year with or without a block of PTO; when not tied to a block, PTO will still be used for the weekend off.

      Timing for requesting this (these) weekend(s) off needs to follow established unit guidelines for vacation requests and will be given equal consideration. Additional weekends

may be allowed based on the ability of individual units to accommodate them.

3. PTO Requests for Single Days

In general, requests for PTO in periods less than a defined vacation (see Article 18, Assignment of Staff and Scheduling, Section 2 G.1) will be granted based on number of requests. If a weekend, or single weekend shift, is involved with this request, the employee will be responsible for finding coverage for that weekend/shift. (See Appendix A, Vacation/Holiday Request Guidelines)

No employee shall have a right to bump another employee's approved vacation period. Employees may voluntarily trade approved vacation time provided it does not result in overtime and the supervisor is advised of the change in writing by both members at least fourteen (14) days in advance of the event.

G. Scheduling Constraints

1. Employees shall not be scheduled for more than forty eight (48) hours within consecutively scheduled days without the employee's request or consent.

2. Generally, employees shall be scheduled for no more than two (2) shift rotations or be scheduled for permanent shifts. Temporary anticipated vacancies of staff may be accommodated by equitably modifying the unit plan schedules of shift rotations for a reasonable amount of time. If no staff volunteer to modify their schedule(s), the staff will be progressively affected by inverse seniority. When it is necessary to modify shift rotations, Nursing Management will communicate these changes to the unit in writing prior to the posting of the schedule and will notify affected individuals one (1) working day prior to the schedule posting. Changes in the expected time line of the plan will also be communicated in writing. Requiring staff to modify their shift schedule shall occur no greater than three (3) consecutive months for any one individual. Under these circumstances, employees shall be scheduled for no more than two (2) of the three (3) shift rotations in a fourteen (14) day period without the employee's request or consent. In all such instances, modifications shall be reduced to writing and signed by the employee and the Nurse Manager and a copy forwarded to the Union for review.

3. Employees who have a rotating shift schedule of Day/Night or Evening/Night shall not have more than four (4) shift switches in a four (4) week schedule, unless otherwise requested by the employee.

4. Employees shall be provided a minimum of twelve (12) consecutive hours off between scheduled shifts unless the employee requests or consents otherwise. Employees working twelve (12) hour shifts shall be provided a minimum of eleven and one-half (11 ½) consecutive hours off between scheduled shifts unless the employee requests or consents otherwise.

   In the event an employee works more than twelve consecutive hours and less than 16 hours (exclusive of incidental overtime) and is scheduled to return within the next twelve hours, the employee will have the option of adjusting their shift start time to accommodate a minimum of eleven and one-half (11 ½) consecutive hours off, except in the case of emergency circumstances. The employee may request to have the next scheduled shift off. This request will not be unreasonably denied. The employee will notify the nurse manager or designee of their request to modify their start time, or be off, no later than the end of their worked hours.

   Employees will not be required to work more than sixteen (16) consecutive hours (exclusive of incidental overtime) except in the case of emergency circumstances. In the event an employee

works sixteen (16) consecutive hours (exclusive of incidental overtime) and is scheduled for a shift starting less than twelve (12) hours later, they will collaborate with their leader or NAC to either be given the scheduled shift off or adjust their shift start time to allow for eleven and one-half (11 ½) hours off, based on patient care needs.

5. Employees shall be scheduled no more than every other weekend (for permanent night employees, Saturday and Sunday or Friday and Saturday). Employees scheduled for weekend shifts shall be scheduled for the same shift length and shift on both days of the scheduled weekend, unless otherwise requested by the employee. Rotating employees on 24/7 units shall not be scheduled to work the Friday night shift before the weekend off. (See Article 18, Assignment of Staff and Scheduling, Section 2D, Definition of Weekend.) Management will not summarily deny a request by a day/pm rotator to be scheduled off the pm shift on the Friday before their weekend off.

6. Employees with an FTE of record of 1.0 working permanent nights shall not be scheduled for weekends, with the exception of holidays as required in the unit guidelines. For purposes of this Section, "weekend" is defined as two consecutive shifts of either Friday/Saturday or Saturday/Sunday based on unit position control.

7. Variable employees shall be scheduled no more than every other weekend (for permanent night employees, Saturday and Sunday or Friday and Saturday) and are eligible for weekends off with blocks of PTO according to current contract language.

   Variable employees are required to work two (2) consistently scheduled designated weekend shifts every four (4) week schedule. Designated weekend shifts are Friday pm through Sunday pm. These shift designations are relevant only for variable part-time employees. This requirement will be met by working two (2) adjacent designated weekend shifts or two (2) non-adjacent designated weekend shifts during each four (4) week schedule.

8. No employee shall be required to work more than three (3) designated holidays each year. For purposes of holiday designation, each holiday constitutes one (1) regardless of number of shifts eligible for compensation within that holiday.

9. No-Weekend Positions

   Staff with twenty-five (25) or more years of bargaining unit seniority ("25-year staff") are eligible for available no-weekend positions except for variable part-time employees (0.1-0.4 FTE). This does not preclude management from offering additional no-weekend positions to less senior nurses on units where more no-weekend positions can be granted. Management is committed to working with unit staff to afford this opportunity to every eligible nurse. The number of no-weekend positions available is based on weekend coverage needs, projected activity and skill and FTE mix as described in the written staffing plan.

   Annually, management will review the number of no-weekend positions available, the number of staff who have reached 25 years of bargaining unit seniority, and who will reach 25 years of bargaining unit seniority during the upcoming calendar year and will grant available no-weekend positions to eligible staff in descending order of bargaining unit seniority. If granted, the no-weekend position will become effective once the employee reaches 25 years of bargaining unit seniority. If an employee with less than 25 years of bargaining unit seniority is granted a no-weekend position, the effective date shall be determined by management. If an eligible employee declines a no-weekend position, management will offer the position to the next senior

eligible staff member. If an eligible employee declines the position, they will have no bumping rights over junior employees in no weekend positions, but will be offered the next position that becomes available. If an employee is granted a no-weekend position and moves to a different unit, or a different shift rotation within their unit during the calendar year, the employee's "no weekend" status is not guaranteed to continue for the remainder of the calendar year and will be reevaluated at the time of the unit or shift transfer. An eligible employee will not be adversely impacted in attaining a no-weekend position under the situation where the role of a permanent charge RN within that unit is not scheduled to work weekends.

Through the life of this contract, employees who have been granted a no-weekend position may be asked to submit availability and may be scheduled for a maximum of three (3) summer weekends between Memorial Day and Labor Day (defined by the pay period in which these holidays occur). Employees granted off but working these weekends will be exempt from floating.

25-year staff required to work weekend positions may work a reduced number of weekends if all 25-year employees agree to rotate required weekend coverage. Management will post any scheduled weekends of 25-year staff for other unit staff to voluntarily pick up. If a posted shift is picked up, the 25-year staff member whose posted shift is picked up will be rescheduled if possible, after consultation with the nurse, into current holes or will take PTO to their FTE of record. 25-year staff in weekend coverage, if requesting, will be offered first called off or on-call status first, if a low census situation occurs. The concept of first called off refers to being offered off before Per Diem and unit staff working an extra shift.

If management determines a need to change the number of no-weekend positions available due to activity changes, staff attrition or changes in position control, management will communicate this need to staff who might be negatively impacted by the change. Additional no-weekend positions will be offered to the most senior 25-year staff not already in those positions. If there are fewer no-weekend positions available, 25-year staff, in ascending order of seniority, will be reassigned weekend positions, regardless of the order of granting no weekend positions. 25-year staff required to work weekend positions may work a reduced number of weekends if all 25-year employees agree to rotate required weekend coverage in accordance with the previous paragraph. Management will notify staff thirty days in advance of the schedule posting date of position reassignment.

Safety Net Plan

1. Intent:

25-year staff in no-weekend positions will be available to provide a short-term staffing safety net to the unit. Short-term situations which necessitate the implementation of the safety net may include but are not limited to: unanticipated number of leaves or vacancies, unanticipated high census or other major unexpected staffing variations. The safety net is not intended to provide long-term weekend coverage. It is intended to provide coverage for as short a period of time as possible but no greater than four (4) months.

The implementation of the safety net will occur only after management has provided notice to the Union and the Nurses Council co-chairs and held a meeting for the purpose of meaningful dialogue with the unit work design team and evaluated other alternatives and deemed these to be inadequate to meet staffing needs. Measures to be implemented before the safety net plan, include but are not limited to: identifying staff volunteers to work additional hours over their FTE of record, increasing on-call options,

appropriate use of Per Diem and appropriate rotation changes. In all circumstances prior to implementation of the safety net, 25-year staff who have not been granted all their weekends off will be scheduled for every other weekend. When and if it becomes necessary to utilize the safety net, a union designated representative will be notified.

2. Notice:

Management will notify 25-year staff in no-weekend positions that the safety net will be implemented at least thirty (30) calendar days before a schedule period. Notice will include the number of weekend shifts required and the projected time frame these employees will be required to participate in the weekend safety net staffing. The safety net is not intended to be implemented during June - September.

3. Process:

25-year staff in no-weekend positions will be rotated into the weekend schedule as required. 25-year staff required to work weekend positions may work a reduced number of weekends if all 25-year employees agree to rotate required weekend coverage. Rotation will occur in ascending seniority order, impacting each employee once, and then repeating the process. Employees will be scheduled within their normal shift rotation and staff may choose to be scheduled within or above their FTE of record as long as overtime is not incurred. Staff may split the weekend by exchanging hours among themselves, with management's approval. If a low census situation occurs on weekend shifts when these employees are scheduled, they will be offered first called off or on-call status first.

Management will post all scheduled weekend shifts of 25-year staff for unit staff to pick up. 25-year employees with previously approved PTO or expected time off contiguous to an approved PTO request will have this time off. Management may approve hours above FTE of record for staff if overtime will not be incurred and staff and skill mix are appropriate. If the shift is filled by unit staff, the 25-year staff member will be rescheduled if needed to maintain their FTE of record. If rescheduling is not possible because of timing within the pay period and the Nurse Manager is unable to offer other options, the staff member will be given the choice to work the weekend or use scheduled PTO to maintain their FTE of record or take time without pay.

10. No-Holiday Positions

Staff with twenty-two (22) years or more of bargaining unit seniority ("22-year staff") are eligible for no-holiday positions. This does not preclude the Hospital from offering additional no-holiday positions to less senior employees on units where more no-holiday positions can be granted. Management is committed to working with unit staff to afford this opportunity to every eligible nurse. The number of no-holiday positions available is based on holiday coverage needs and projected activity. Annually, management will review the number of no-holiday positions available, the number of staff who have reached 22 years of bargaining unit seniority, and who will reach 22 years of bargaining unit seniority during the upcoming calendar year and will grant available no-holiday positions to eligible staff in descending order of bargaining unit seniority. If granted, the no-holiday position will become effective once the employee reaches 22 years of bargaining unit seniority. If an employee with less than 22 years of bargaining unit seniority is granted a no-holiday position, the effective date shall be determined by management. If an employee is granted a no-holiday position and moves to a different unit, or a different shift rotation within their unit during the calendar year, the employee's "no holiday" status is not guaranteed to continue for the remainder of the calendar year and will be reevaluated at the time of the unit or shift transfer.

22-year staff required to work holiday positions may work a reduced number of holidays by rotating

required holiday coverage with those 22-year staff of the unit who agree to rotate holiday coverage. No 22-year staff granted holidays off shall be required to rotate holiday coverage.

The non-granted staff should submit, in writing, to their manager, the holidays for which they prefer not to be scheduled. Within fourteen (14) calendar days of providing this written notification, the manager or designee will post (i.e. unit boards, email) the available holiday(s). When a posted holiday is picked up, the non-granted staff will be notified. After discussion with the nurse they will be scheduled to their FTE of record, based on unit need, or will take scheduled PTO to their FTE of record.

22-year staff working a holiday shall be offered off or availability on-call by bargaining unit seniority if a low census situation occurs on a holiday. The concept of first called off refers to being offered to be off before Per Diem and unit staff working an extra shift.

If management determines a need to change the number of no-holiday positions available due to activity changes, staff attrition or changes in position control, management will communicate this need to staff who might be negatively impacted by the change. Additional no-holiday positions will be offered to the most senior 22-year staff not already in those positions. If there are fewer no-holiday positions available, 22-year staff, in ascending order of seniority, will be reassigned holiday positions.

Management will notify staff thirty days in advance of the schedule posting date of position reassignment.

11. Reduced/No-Call Positions

Employees with twenty-five (25) or more years of bargaining unit seniority will not be expected to take call unless otherwise requesting to do so. However, on selected units, the number of staff eligible for this option will be limited where the number of such senior staff exceeds the ability to grant this request. Under these circumstances, the requests will be granted according to bargaining unit seniority.

22 to 24-year staff who take scheduled call will take proportionately less call, according to their unit needs. However, on selected units, the number of 22 to 24-year staff may be limited where the number of senior staff exceeds the ability to grant this request. Under these circumstances, call will be assigned according to bargaining unit seniority. (Refer to Appendix B: Guidelines for Scheduled Call Sign-Up)

These constraints will not apply to regular variable part-time employees or variable part-time employees.

Section 3. Adjustment of Patient Load

Patient or client loads shall be adjusted to consider an RN's additional responsibilities when serving as a preceptor or charge nurse.

ARTICLE 19. WORK AND REST PERIODS, SHIFT DEFINITIONS, ROTATION, PERMANENT SHIFTS, AND INNOVATIVE SCHEDULES AND SCHEDULE PILOTS

Section 1. Work Period

Employees are scheduled within one (1) of two (2) payroll systems, the "8 and 80" payroll system or the forty (40) hour week payroll system. The forty (40) hour week payroll system is available to employees according to the Patient Care Services Division guidelines and based on the federal wage and hour laws. A combination of both payroll systems may occur on one unit.

A. "8 and 80" Payroll System

The normal work period for full-time employees shall consist of eighty (80) hours within a regularly recurring fourteen (14)-day pay period and, for part-time employees, whatever hours are scheduled during such pay period. The fourteen (14)-day pay period begins at 0700 Monday and ends at 0700 fourteen (14) days later. This definition is not intended to limit the creation of shifts with non-traditional start and end times. The 0700 start of one (1) twenty-four (24) hour work day set forth in Article 20, Overtime, Section 3, Compensation for Overtime, shall not defeat the right to overtime provided herein where an employee is required to work beyond their scheduled shift.

B. 40-Hour Week Payroll System

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

Section 2. Rest and Lunch Periods

Each employee shall have one (1) fifteen (15)-minute rest period during the first four (4) hours of work and one (1) fifteen (15)-minute rest period during the second four (4) hours of work. The rest period is to be taken at such times based on the needs of the unit with approval of the nurse manager or their designee. The two (2) daily rest periods may be taken on an accumulative daily basis or one may be taken contiguous to the meal break by mutual agreement between the employee's supervisor, and the employee.

A work day shall include a thirty (30)-minute meal period on the nurse's own time where the nurse is relieved of their duties during such a period. If the nurse is not relieved of their duties and is unable to leave the unit, the meal period shall be paid by the Hospital as time worked. Nursing Management will make every reasonable effort to provide mealtime relief.

Employees requiring time away from work to breastfeed or express milk are strongly encouraged to have a conversation with their leader to determine how to best meet the needs of the employee as well as the Unit.

Section 3. Shift Definitions

The length of shift for employees may vary between two (2) and twelve (12) hours based on the specific nursing unit plan and/or the alternative shift guidelines.

For definition purposes, there are three (3) shifts: Day, Evening, and Night. A scheduled shift in which the majority of hours falls between 0600-1400 will be designated a Day, between 1400-2200 will be designated an Evening and between 2200-0600 will be designated a Night.

Further, the day, evening, and night shifts shall be clearly designated by the unit and/or program. On 24 hour units where patient care needs dictate the implementation of additional starting times, management will make every effort to minimize the number of start times an individual works. If unit staff do not voluntarily agree to work the additional starting times, unit staff will be assigned to those

additional starting times by inverse seniority.

Section 4. Permanent Shifts

Nursing Management recognizes the value of increasing the number of permanent Day, Evening, and Night shifts. Consistent with Position Control (see Article 18, Assignment of Staff and Scheduling, Section 1, Position Control), the parties agree that approximately fifteen (15) percent of each unit's RN FTE base will be assigned to permanent day shifts. Exceptions to this scheduling constraint may occur during very unusual circumstances or emergency situations.

Any employee may bid on a vacant permanent shift position. The decision shall be based on bargaining unit seniority.

If an employee chooses to change their permanent shift assignment, they may apply for another vacant shift(s) assignment and shall lose all bumping rights for the original shift preference.

Every reasonable attempt shall be made to increase the number of permanent shifts contingent upon the ability to fill permanent night FTE's and the staffing pattern of the group.

Shift assignments for staff working on units and programs not operating around the clock will be determined by Nursing Management with staff input.

The Hospital reserves the right to temporarily alter the scheduled shift assignment of an employee in the event of a staffing emergency, or under circumstances when this would be in the best interest of the employee.

Section 5. Shift Rotation

Generally, bargaining unit members will rotate to two (2) shifts. However, it may be necessary to rotate all three (3) shifts among some members of the bargaining unit. Such rotation will be kept to a minimum. Two (2)-shift rotation is encouraged. Shift rotation will be shared on as equal and even a basis as practical.

Within the individual nursing unit, Nursing Management will work to establish scheduling patterns which create the opportunity for more senior rotating employees to work a lesser percentage of off shifts than more junior rotating employees.

Section 6. Scheduling Innovations and Schedule Pilots

Nursing management agrees to continue supporting scheduling innovations such as permanent shifts, cyclic schedules, alternative shifts, and weekend relief based on the needs of a unit's patient population, staffing requirements, and staff preferences. Appropriate assistance will be provided to a staff group interested in such scheduling innovations. The Scheduling Solutions Committee may provide assistance if requested.

The parties agree that a clear process and procedure should be followed when scheduling options are being piloted. Scheduling pilots are developed to test a new concept or scheduling pattern(s) within a unit. The Unit Work Design Team will assume responsibility for developing the purpose, measures of success, pilot parameters, and pilot evaluation.

A Pilot Implementation Team including but not limited to staff nurses, Unit Work Design Team

members, and managers on the impacted units will be formed if a pilot impacts more than one unit. The Pilot Implementation Team will fulfill the same function as a Unit Work Design Team.

Before initiating the pilot, the pilot framework (developed by the Unit Work Design Team or Pilot Implementation Team) will be reviewed by the Scheduling Solutions Committee (See Appendix G, Pilot Framework). If management determines that a pilot is not successful and there is sufficient FTE available, the employees shall have the option of returning to their former positions (including FTE and shift) as long as no other employee is negatively impacted.

In circumstances when their former position is not available, employees within the pilot shall be offered the following options:

1. Return to a vacant position of the same FTE on their home unit or

2. If no comparable position is available on their former unit the provisions of Article 23, Reduction of Hours, Layoff and Recall, Integration, and Closure of Units, Section 4, Closing of a Unit or Program, shall apply. The only exception of this provision is in the event that a pilot is not successful at the same time of a Unit or Program closing, those employees affected by the Unit or Program closing shall have preference over employees who participated in the pilot.

ARTICLE 20. OVERTIME

Section 1. Overtime Scheduling

Those employees having a preference for extra work on their unit are responsible for indicating such interest to their supervisor. Overtime is the last option exercised when extra hours are required to care for patients.

When it is necessary to schedule overtime, the Hospital will incorporate these stated preferences into such plans and offer overtime based on bargaining unit seniority within the unit. Exceptions to bargaining unit seniority may be necessary only to maintain appropriate staffing on impacted shifts or when the unit's needs can only be met by a specific skill set. A nurse who has transferred into the unit shall be considered least senior for the purposes of the granting of overtime until successful completion of the orientation period.

If employees on the home unit decline the overtime, it will be granted to staff outside the home unit who have indicated a prior interest on the basis of bargaining unit seniority.

When it is necessary to assign overtime, Nursing Management will assign the overtime as equitably as possible using reverse bargaining unit seniority, considering previous overtime exposure and length of shift already worked.

Recognizing that the Hospital's assignment of overtime may under certain circumstances conflict with an employee's personal plans or schedule, such conflicts will be considered and unit staff assistance will be sought in determining who will work the overtime. However, if no volunteers are elicited to work the overtime, it will be mandated based on reverse seniority; staff refusing to work mandated overtime will be subject to disciplinary action.

Mandatory overtime means an employee is required to work following the end of their scheduled shift and has not been relieved of direct patient care responsibilities.

For OR, PACU, and Digestive Health, mandatory overtime does not include work following the end of their scheduled shift necessary to complete the employee's assigned case, not to exceed two (2) hours following the end of their scheduled shift and no more than once in a pay period.

For Infusions, Surgical Short Stay, AM Admit, and HVSSU mandatory overtime does not include work following the end of their scheduled shift necessary to complete the employee's currently assigned patient care, not to exceed two (2) hours following the end of their scheduled shift and no more than once in a pay period.

Incidental overtime means an employee works following the end of their scheduled shift, generally less than one hour, and has been relieved of direct patient care responsibilities. (Charting is not considered a direct patient care responsibility.)

The Hospital agrees to not use mandatory overtime as a staffing option, except in emergency circumstances as hereinafter defined. Emergency circumstances are defined for purposes of this Section as:

A. An unforeseeable circumstance that causes a large influx of patients consistent with the Hospital's external disaster plan.

B. An unforeseeable circumstance that creates a need for staff to remain past their scheduled shift consistent with the Hospital's emergency response plan, limited to those circumstances directly affecting patient care.

C. Hazardous weather conditions where the Hospital excuses staff for absenteeism or tardiness.

D. A significant epidemic (e.g., communicable disease) as determined by the Medical Director of Infection Control, causing an unforeseeable significant census fluctuation and/or employee illness affecting multiple staff or multiple units within the hospital, or an unforeseen situation of such significance which would cause multiple staff across multiple units to be unable to work. Under these circumstances the NAC will confer with a Director of Nursing, the Chief Nursing Executive or the Administrator on Call prior to the assignment of any mandatory overtime. A nurse being assigned mandatory overtime under these circumstances who feels an emergency does not exist may request to speak with the Director of Nursing, the Chief Nursing Executive or the Administrator on Call regarding their concerns. The nurse will continue to work until having had this conversation.

This definition of emergency applies only to this section of the collective bargaining agreement. Staff will not be required to work mandatory overtime of more than one (1) eight-hour shift or more than two (2) partial shifts totaling eight hours or less, exclusive of incidental overtime in any seven (7) day period. Under these circumstances mandatory overtime will be assigned to the nurse on the affected unit using inverse seniority with consideration given for prior overtime exposure with the goal of minimizing the impact on any single bargaining unit member.

Section 2. Overtime Approval

Overtime hours must be approved by the immediate supervisor or designee.

Section 3. Compensation for Overtime

All employees working within the "8 and 80" payroll system will be eligible for overtime pay if they work more than eight (8) hours in one (1) twenty-four (24)-hour work day period or more than eighty (80) hours in the payroll period. The 0700 start of one (1) twenty-four (24) hour work day set forth in Article 19, Work and Rest Periods, Shift Definitions, Rotation, Permanent Shifts, and Innovative Schedules and Schedule Pilots, Section 1A, "8 and 80" Payroll System, shall not defeat the right to overtime provided herein.

Employees working within the forty (40)-hour week payroll system shall be eligible for overtime pay for all hours worked in excess of forty (40) hours in the seven (7)-day work week or for all hours worked in excess of twelve (12) consecutive hours.

Variable employees who are hired for eight (8) hour shifts will be paid overtime within the "8 and 80" payroll system.

Under either payroll system, payment shall be made at one and one-half (1-1/2) times the hourly rate, including evening, night and weekend differential premiums, for authorized overtime.

The Hospital will comply with applicable wage and hour provisions governing the payment of overtime due to schedule variations in shift starting times.

There shall be no pyramiding of overtime or responsibility pay.

ARTICLE 21. TIMEKEEPING RESPONSIBILITY

Section 1. Timekeeping

It is agreed by the Union and the Hospital that members of the bargaining unit, at the end of each shift, will record accurately their actual time worked on the automated time keeping system.

Section 2. Inaccurate Time Records

Inaccurate time records may result in inaccurate paychecks and in inaccurate credit for certain other benefits.

Inaccuracies on time records or in pay must be reported in writing within one (1) week of receipt of the paycheck. Necessary adjustments will not be made until the next paycheck if the error was made by the employee.

Section 3. Falsification of Time Records

It is agreed by the Union and the Hospital that willful falsification of a time record will be grounds for disciplinary action, up to and including termination of employment.

Section 4. Technological Changes

The parties understand that due to improvements in technology, there are more opportunities for employers to have knowledge regarding the whereabouts and conduct of their employees. While the Hospital will continue to explore and pursue technological improvements, it shall not use such technology for purposes of tracking employee's whereabouts, time spent in patient care, time spent on lunches or breaks, etc. for purposes of disciplinary action.

The above language shall not prohibit the use of such technology in situations where the Hospital reasonably suspects that an employee has engaged in unlawful activity (e.g. theft, drug diversion, physical abuse of a patient, discrimination/harassment), nor shall it prohibit the Hospital's use of such technology for more systemic (rather than individual tracking) purposes such as work process analysis.

ARTICLE 22. TRANSFERS AND PROMOTIONS

Section 1. Job Posting

The Hospital will post each bargaining unit job opening including the FTE, shift or shift rotation, weekend, overtime status, and call requirements. Such job will be posted on a standardized dated form on the unit communication board or union bulletin board for a minimum of three (3) working days.

In order to maintain an efficient continuation of services in the departments, the Hospital reserves the right to simultaneously seek other candidates, both inside and outside of Meriter Hospital by posting the position on the Hospital's website for a minimum of seven (7) working days or until the position is filled. Final selection of a candidate remains vested with the Department Head or Supervisor where the opening exists. Qualifications being equal, preference shall be given to the bargaining unit employees.

Employees who applied for said position shall be notified that they were not granted said position.

Individuals on layoff will be notified of recall to vacant positions after jobs have been posted for ten (10) days according to Article 23, Reduction of Hours, Layoff and Recall, Integration, and Closure of Units, Section 10, Order of Recall.

The designated job posting bulletin board will be used to encourage employees to review current job openings, and may highlight open positions.

Section 2. Transfers and Promotions

Transfers and/or promotions to another position shall be determined on the basis of training, qualifications, experience, ability, attendance and performance as reflected in the personnel records of the Hospital and bargaining unit seniority, with bargaining unit seniority governing where other factors are not appreciably different.

A newly hired or rehired employee may apply for a transfer to a new unit through the standard application process, provided the employee has been employed with Meriter at least twelve (12) months and has successfully passed their probationary period. This time period may be decreased at management's discretion.

An employee who has been employed with Meriter for twelve (12) months or more may apply for a transfer to a new unit through the standard application process provided the employee has been in their current position for at least nine (9) months and has successfully passed their probationary period. No employee may transfer more than twice in a rolling eighteen (18) month period. These time periods may be decreased at management's discretion.

Any change in rate of pay within the bargaining unit shall become effective on the first day of the pay period following the promotion.

Any employee who applies for a new position and/or vacancy but who is not selected shall be

informed in writing of the reason(s) for such action.

If a replacement is necessary before the transfer can occur, the Hospital will guarantee the transfer or promotion within one (1) month, or at the end of the posted schedule(s), whichever is later, unless the employee agrees otherwise. The Hospital will exercise diligence in recruiting for the necessary replacement.

Any employee who is transferred will have a new job probationary period of ninety (90) days, which may be extended up to another ninety (90) days if the Hospital is of the opinion that the employee does not qualify for the position but might so qualify if given the opportunity for further probationary employment. Such decision will be reserved to the Hospital. This probationary period may be waived by Nursing Management if the transfer is within the same unit. A new probationary period is not required if the transfer is within the same unit, e.g. new shift, rotation, or FTE change.

Employees who have recently transferred into a unit, or who are rehired into a bargaining unit position, and wish to bid on another unit position with a different FTE, shift or shift rotation shall be considered least senior (of current unit staff at the time of transfer into that unit or rehire), regardless of their bargaining unit seniority, for this purpose only, until they have completed nine (9) months service, at which time their total bargaining unit seniority shall also apply to bids involving a shift or FTE change. In the event there is more than one employee who falls into this category (least senior for nine (9) months), positions will be awarded based on the least recent transfer or rehire date.

Promoted or reassigned employees shall receive a copy of the written job description applicable to the position. An employee not satisfying their new job probationary period shall be returned to their former position provided such position is available and acceptable at the time, or to a position deemed comparable by mutual agreement. Absent mutual agreement, management will assign or the employee can opt for 0.0 FTE position.

Section 3. Hiring from the Outside

Given equal qualifications, bargaining unit employees will be given preference for bargaining unit positions over outside applicants.

Nothing herein contained shall prevent consideration of applicants from outside the Hospital, but the standards set forth in Section 2 shall be applied in the selection of any outside applicant.

Section 4. No-Bid Situations

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Where no employee responds to the posting, the Hospital may unilaterally fill the position.

Section 5. Change of FTE Status and/or Shift Within a Nursing Unit

Full-time and part-time employees wishing a change of FTE status or shift within their unit or clinical service shall ordinarily be given first opportunity to fill a vacant position on that unit or clinical service based on training, qualifications, experience, ability, attendance and performance as reflected in the personnel records of the Hospital and bargaining unit seniority, with bargaining unit seniority governing where other factors are not appreciably different.

0.0 FTE employees shall ordinarily be given the opportunity to fill vacant positions within the Hospital before hiring from the outside.

Employees requesting an increase or decrease in their FTE status shall first be accommodated by bidding if there is a vacant position available. For other increases or decreases in FTE that may become available within the unit's total FTE as established by position control, employees may submit a request to increase or decrease their FTE semi-annually, from November 1 through November 15 and from May 1 through May 15. An e-mail to all bargaining unit employees shall be sent the first week of October and the first week of April to notify employees that they may submit desired FTE changes during the time periods set forth in this paragraph. Requests must be submitted electronically, by e-mail, to the employee's unit manager. The list of requests will be posted on the unit bulletin board where positions are posted. Employees will be considered for increases or decreases in their FTE within their current shift rotation (includes straight shifts and rotating shifts with an overlapping shift component) and benefit status and requests may be granted provided there is no change to total FTE as established by position control. Upon request, employees may be granted an available Per Diem position according to Article 22, Transfers and Promotions, Section 2, Transfers and Promotions. Granted requests will be according to seniority, within the employee's current shift rotation. In the event there is a vacant position with a similar shift rotation, and same benefit eligibility status, the manager may grant the increase or decrease in FTE by adjusting the FTE of the vacant position, when possible, provided position control is not impacted. Requests will roll over from year to year, with the older requests having priority over new requests. In the event requests were submitted during the same request period, requests will be granted based on seniority. If an employee transfers to a new unit, or a new position (FTE or shift rotation) on the unit, they will need to submit a new request (i.e., their previous request does not follow them). Employees will be notified of whether requests are able to be granted by December 1 and June 1 each year, and as FTE become available throughout the year.

A nurse may request a temporary reduction or increase in FTE of record for up to six (6) months. The nurse shall communicate this request to the manager in writing and indicate the desired FTE status. Requests will be reviewed for impact on position control, unit needs, and employee benefit eligibility. Requests will not be unreasonably denied. During temporary adjustments, attendance occurrences will be based on their FTE of hire, not the adjusted FTE.

Those employees with 22 and 25 year seniority who transfer into a variable position will retain their existing weekend and/or holiday seniority rights if eligible per Appendix I, Variable FTE Program Operational Guidelines. Exceptions to this will be the reduced call or no call language for 22-25 year employees.

Section 6. Demotions

Whenever it becomes apparent that any employee cannot or will not competently perform in their position, or requests a demotion, they may be demoted to another position. Employees demoted will have their salary rate and, if applicable, their benefits changed to the appropriate level for the new position.

Section 7. Promotion and Transfer Outside the Bargaining Unit

Any bargaining unit employee who is promoted and/or transferred to a position outside the bargaining unit and who is subsequently returned to a position in the bargaining unit shall not lose their previously accrued bargaining unit seniority.

ARTICLE 23. REDUCTION OF HOURS, LAYOFF AND RECALL, INTEGRATION, AND

CLOSURE OF UNITS

Section 1. General Information

Both parties agree that in the event of layoff, reduction of staff, unit closing, integration, or service development, it is desirable to recognize the integration of senior staff as well as determine the need for special expertise. Seniority status will be utilized for layoff and reduction of staff.

In the event of unit closing or integration, this system of seniority status in conjunction with staff preference and the need for clinical expertise will be used to determine assignments to new units. Six (6) months following reduction of staff, layoff, recall, unit integration, or service development, a meeting will be held with staff and the Union Staff Representative and Co-Chair(s) for the purpose of identifying issues, including staffing levels.

Section 2. Definitions

A. Reduction of hours is defined as the assigned loss of scheduled hours of work initiated by Nursing Management. During the periods of hours reduction, affected staff have the option of using accrued PTO for lost hours.

B. Layoff is defined as the separation of the employee from the active work force following receipt of notice as prescribed in these provisions.

Section 3. Unit Integration

It is agreed that it is desirable to obtain input from nurses in the planning for integration and from the Union regarding bargainable issues. Management will meet with the Union Staff Representative and the Co-Chair(s) prior to the time of integration to review and discuss issues within the context of the current Bargaining Agreement.

A. For integration of units, seniority shall be calculated according to bargaining unit seniority.

B. Every reasonable effort shall be made to incorporate and balance scheduling practices, including permanent shifts, of the pre-existing unit(s) with the needs of the new unit.

C. In the situation where staff reduction is required within the integrated unit, the Long-Term Hours Reduction and/or Layoff procedure in Section 7 below shall be implemented.

D. Unit specialists

In instances where specialty areas are being combined as a single unit, it is agreed by both parties that staff will be expected to care for all types of patients on the unit after the staff have completed the unit orientation and education plan.

In instances where specialty areas exist as a single unit and are subsequently being divided into separate units, employees currently working on these units shall have the option of working in their desired specialty area to the extent that open positions are available, based upon clinical expertise and bargaining unit seniority.

Section 4. Closing of a Unit or Program

In the event of the closure of a unit or program, management agrees to timely communication with the unit staff and shall notify the Union and be available to meet with the Union Staff Representative and Co-Chair(s) at least three (3) working days prior to the notification to unit staff to review and discuss issues within the context of the current bargaining agreement. As soon as possible, management will meet with staff to answer questions and discuss the implementation process. The Long-Term Hours Reduction and/or Layoff procedure in Section 7 below shall be implemented.

Section 5. Reduction of Staff Within a Unit or Program

In the event of the reduction of staff within a unit or program, management agrees to timely communication with the unit staff. As soon as possible, management will meet with staff to answer questions and discuss the implementation process. Management will meet with the Union Staff Representative and the Co-Chair(s) at least three (3) working days prior to the time of notification of staff to review and discuss issues within the context of the current Bargaining Agreement.

In the case of reducing staff in a unit or program, new permanent shifts, shift rotations, and FTEs may occur. In such instances, these positions shall be posted on the affected unit. If the posted positions are not filled by existing staff, the employees' shift rotations or permanent shifts shall be affected by inverse seniority. The Long-Term Hours Reduction and/or Layoff procedure in Section 7 below shall be implemented for affected staff.

Section 6. Short-Term Census Fluctuations/Hours Reduction
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Low census is defined as any shift or period when census falls below anticipated levels. Periods of low census may be short term or may be of a longer duration. During this period of low census or other circumstances requiring hours reduction units may be temporarily integrated. Agency staff on the affected unit will be cancelled or floated before regular staff on the affected unit will be floated.

House-wide needs will be assessed, and all temporary staff hours, Per Diem staff, and Agency staff will be cancelled on the affected unit. (The only exception is Per Diem staff will only be used to work on a shift to shift basis in those situations when by virtue of their experience they are essential to provide nursing care and cannot be replaced by regularly employed staff.)

If the above actions do not reduce hours sufficiently, one or more of the following hours reduction processes, but in no specific order, shall be implemented (may occur simultaneously):

- Cross-trained staff may be assigned to their cross-trained unit,
- Staff will float to their cluster per cluster floating guidelines,
- Opportunities to be cross trained will be assessed and may be implemented,
- If staff are not needed to float elsewhere, they may voluntarily reduce hours with or without the use of PTO,
- Staff will float to their cluster units to allow other staff voluntary LCDs, including Mobile Unit,
- Unit needs will be assessed for potential opportunities to assign staff to committee work, educational modules, orientation for cross-training, and/or cluster orientation,
- Voluntary availability on call,
- Voluntary scheduled on call,
- Voluntary temporary reduction in hours,
- Voluntary personal LOAs,
- Voluntary unplanned vacation,
- Voluntary short term assignments (can be intermittent),

- Required availability on call

Voluntary layoff should be considered as last resort for hours reduction.

Orientation of new staff members may continue, but preceptors shall be exempt from floating for the first four (4) weeks of the nursing unit orientation for any orientee. Transfer nurses may continue their orientation, be offered short-term reassignment to their former unit (if there is a need) or take their turn at floating to their former unit and clusters.

If the low census condition persists, such that volunteers for low census cannot be recruited and mandatory hours reduction is required, hours of bargaining unit staff will be reduced or placed on required availability on call, using inverse seniority on a shift-to-shift basis or for a series of scheduled shifts. When using inverse seniority for mandatory hours reduction or placement on required availability on call, units cannot use seniority rotation (taking turns). Staff mandated off shall be allowed during the same pay period to fill any vacant shifts or bump any assigned extra shifts, variable shifts, agency, or Per Diem shifts, only within their home unit or shared unit(s), provided it does not result in overtime.

Once a nurse scheduled to work on the affected unit has been impacted for a total of thirty-two (32) hours or more, the nurse shall no longer be impacted for the remainder of the calendar year. In the case of low census or mandatory hours reduction, nurse managers will not assume what would have been a nurse's assignment. In the event a nurse who has been impacted transfers to another unit, their impacted hours will be used on the new unit in the event the new unit experiences mandatory hours reduction.

When fifty percent (50%) of the unit staff have been mandated off or placed on required available on call for at least eight (8) hours within a rolling twenty-eight calendar day (28-day) period, and the Short-Term Census Fluctuation/Hours Reduction process above has been implemented, then the Long-Term Hours Reduction and/or Layoff Process in Section 7 below shall be implemented for staff from the affected unit.

The Perinatal Clinic and Addiction Medicine and Consultation and Evaluation Service (AMCES) are considered specialty units that are exempt from the process described in this Section. These units and any other unit mutually agreed upon between the Union and Hospital may use any part of the mandatory hours reduction process described in this section that may be applicable to the unit and specific situation.

If, at any point in this process, management determines that layoffs are necessary, the Long-Term Hours Reduction and/or Layoff section will be implemented after three (3) working days notice to the Union Co-Chairs and Staff Representative.

Section 7. Long-Term Hours Reduction

Prior to and during the implementation of long-term hours reduction and/or layoff, voluntary hours reduction and/or layoffs shall be considered in an effort to reduce the impact on staff.

Long-Term Hours Reduction and/or Layoff will be implemented by inverse bargaining unit seniority. All hours of temporary employees and non-contracted agency will be canceled. Per Diem staff will only be used to work on a shift-to-shift basis in those situations where by virtue of their experience they are essential to providing patient care and cannot be replaced by regularly employed staff. Contracted agency will only be utilized to support real time patient care needs and not negatively impact affected staff or result in additional mandated hours off or layoffs.

Bargaining Unit vacancies hospital-wide shall be frozen for a minimum of five (5) working days.

This time frame may be extended by mutual agreement of the parties. Affected employees shall have first preference for said vacant positions (on the basis of bargaining unit seniority) while the vacancies are frozen. If the experience and skill set of the affected nurse does not meet the needs of the unit on which the vacancy exists, the affected nurse shall have the option of being oriented to the unit on which the vacancy exists, proceed through the layoff procedure or be voluntarily laid off.

Transfer language will be waived for eighteen (18) months with the option of two (2) preferential transfers.

For a six (6) month period, jobs will be posted among affected units for three (3) working days for bidding purposes before posting house-wide.

Affected employees shall proceed through the layoff procedure in accordance with the applicable scenario(s) below:

Layoff Scenario #1:

In the event the number of employees affected equals or exceeds the number of vacancies available (within 0.1 FTE of the affected employee's FTE), the Union and the Hospital shall meet to review and discuss the list of bargaining unit vacancies, and mutually agree upon the list of the lowest senior employees hospital-wide that can potentially be affected. In this case, affected employees will have the following options on the basis of bargaining unit seniority, until such time as the number of vacancies (within 0.1 FTE of the affected employee's FTE) is greater than the number of impacted employees:

1. Offered any bargaining unit vacancy based on employee preference that is within 0.1 FTE of the affected employee's FTE and 0.5 FTE or greater; or
2. May bump any less senior bargaining unit employee hospital-wide as identified from the list above that is within 0.1 FTE of the affected employee's FTE and 0.5 FTE or greater.

When the number of vacancies exceeds the number of employees, layoff scenario #2 applies.

Layoff Scenario #2:

In the event the number of vacancies exceeds the number of affected employees (within 0.1 FTE of the affected employee's FTE), the Union and the Hospital shall meet to review and discuss the hospital-wide bargaining unit vacancies available. In this case, employees shall be offered a bargaining unit vacancy on the basis of bargaining unit seniority and employee preference that is within 0.1 FTE of the affected employee's FTE and 0.5 FTE or greater.

Layoff Scenario #3:

In the event an employee is bumped from their position the affected employee shall be offered an available bargaining unit vacancy on the basis of bargaining unit seniority and employee preference that is within 0.1 FTE of the affected employee's FTE and 0.5 FTE or greater.

Layoff Scenario #4:

In the event Scenarios 1-3 have been exhausted and there are no existing vacancies or positions to bump that are within 0.1 of the affected employee's FTE and 0.5 FTE or greater, then the affected employee shall be offered an available bargaining unit vacancy, hospital-wide regardless of FTE on the basis of bargaining unit seniority and employee preference. If there are no such vacancies, the affected employee may bump the least senior employee on initial probation hospital-wide, regardless of FTE. In the event there are no initial probationary employees, then the affected employee may bump the least senior employee hospital-wide, regardless of FTE.

All employees who are assigned either a vacancy or have bumped to another unit shall be fully oriented to the unit where the employee is ultimately assigned.

Nursing Administration will inform the Union prior to implementation of long-term hours reduction and/or layoff. Nursing Administration will discuss any anticipated changes in services/programs at the regular UP/NAC meetings.

Section 8. Notice of Layoff/Long-Term Hours Reduction

The Hospital shall notify and be available to meet with the Union at least three (3) working days prior to notification of affected staff of the implementation of long-term hours reduction and/or layoff. For Hours Reduction, affected staff shall receive fourteen (14) calendar days written notice prior to the effective day of the Hours Reduction.

Employees shall be given fourteen (14) calendar days written notice prior to the effective date of the layoff or eighty (80) hours pay, prorated by FTE, in lieu of such notice. For Variable employees, pay will be computed including their premium rates.

The notice provisions and pay in lieu of notice contained in this Section shall not be applicable for a period of thirty (30) days following a strike or expiration of the contract where the Hospital has affirmatively reduced the census of patients of the Hospital due to a strike or a threat of a strike.

Section 9. Order of Layoff

The order of layoff shall be as follows:

A. Temporary employees and agency* (*refer to Section 7, Long Term Hours Reduction, paragraph 2)

B. Per Diem staff by inverse bargaining unit seniority

C. FTE staff by inverse bargaining unit seniority

Section 10. Order of Recall

A. All FTE staff by unit using bargaining unit seniority

B. Per Diem

C. Temporary employees

ARTICLE 24. BENEFITS

Section 1. Hospital Health Insurance Plan

The Hospital does not currently offer a group hospitalization, surgical and major medical insurance plan. In the event the Hospital provides a group hospitalization, surgical and major medical insurance plan any future additions of this benefit for the classified employees, shall automatically apply on the same terms and conditions to bargaining unit employees without the need for bargaining over the decision(s) or the effects of those decision(s). However, the Hospital will notify the Union and be available, upon request to discuss the details of the additional health insurance plan.

Section 2. Dental Insurance

The group standard dental insurance plan presently in effect or a substantially similar plan shall, so long as it is available to the Hospital, continue to be available to employees with an FTE 0.5 and greater provided they meet the entrance eligibility requirements. The Hospital will continue to pay the total premium for single coverage under the standard dental plan and will contribute an equal amount toward single coverage for any more expensive plan offered by it. The Hospital will contribute the following amounts per month to the following plans for 2021:

Plan	Single	Employee +1*	Family Coverage
Delta Standard	$20.25	$20.25	$42.56
Delta Extra	$25.67	$49.09	$80.17
ADP	$23.63	$46.63	$65.15

Effective January 1, 2023, no new enrollees will be allowed to enroll in the ADP Dental plan.

Premium increases or decreases (except for single coverage under the Standard Dental Plan) after the effective date of this Agreement shall be borne equally by the Hospital and the employees. If the current benefit coverage maximum increases during the life of the contract, such benefit coverage maximum will automatically be passed on to the employees participating in the plan.

Section 3. Health Maintenance Organizations

A. Employees who qualify for health insurance under the terms and conditions of this Agreement shall be given the option to participate in health insurance plans offered by the Hospital. Any future additions of this benefit for the classified employees shall automatically apply on the same terms and conditions to bargaining unit employees without the need for bargaining over the decision(s) or the effects of those decision(s). However, the Hospital will notify the Union and be available, upon request, to discuss the details of the additional health insurance plan.

B. The Hospital agrees to make direct payment to a qualified HMO selected by an eligible employee.

For those employees enrolled in the Quartz Custom Plan, the Hospital will contribute an amount equal to 75% of the total single or family premium of the plan.

Upon receipt of the employee's health insurance enrollment form, the Hospital may verify eligibility of dependents at hire and when there are dependent changes, and agrees to deduct the employee portion of the premium from the employee's paycheck and pay it directly to the HMO. If the employee's paycheck is not sufficient to cover the difference, the employee shall reimburse the Hospital for said difference.

Bargaining unit employees with ten (10) or more years but less than twenty (20) years of bargaining unit seniority shall receive a monthly discount on the employee's portion of the health insurance premium for any single or family plan in which they are enrolled.

Custom Plan	Single	$6.50
	Employee +1	$6.50
	Family	$17.50

Bargaining unit employees with twenty (20) or more years of bargaining unit seniority shall receive a

monthly discount on the employee's portion of the health insurance premium for any single or family plan in which they are enrolled.

Custom Plan	Single	$12.00
	Employee +1	$12.00
	Family	$31.00

Section 4A. Retiree's Option

Bargaining unit members who retire shall have the option of using their accrued PTO towards payment of continued group health insurance benefits for the remainder of the year in which they retire. If the retiree elects this option, the monthly group health insurance premium will be deducted from the retiree's PTO bank by the Hospital and payment will be made directly to the insurer. Any remaining PTO balance not used for this purpose would be cashed out, pursuant to the provisions of Article 24, Benefits, Section 10J, Termination and Retirement.

Section 4B. Extended Health Insurance Program

Upon termination of employment or decrease of hours below 0.5, employees covered by one of the health plans who meet the eligibility requirements may continue their health coverage up to age 65 or Medicare eligible, whichever comes first. Employee pays the full premium. To receive a pre-tax savings on health premiums due, the employee has the option of using their accrued PTO towards future premium payments due for the year in which they terminate or decrease their hours below 0.5. Employees who are age sixty (60) or older and have 15 years of continuous service are eligible for this benefit.

Effective January 1, 2014, the Extended Health Insurance option will be eliminated. Employees who are age 52 and have 13 years bargaining unit seniority as of December 31, 2013, will be grand parented and may participate in this discontinued program if they meet the eligibility requirements set forth in the preceding paragraph.

Section 5. Disability (Sickness and Accident) Insurance

A. Short-Term Disability Insurance

1. The Hospital shall provide a short-term disability income protection plan for employees with an FTE 0.5 and greater who have completed their new employee probationary period with the Hospital. The coverage and benefits, if available from an insurer, shall not be less than those currently in effect. The Hospital shall continue to pay the full premium for this plan.

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

3. The period covered by the disability insurance shall not exceed the: (1) certified period of disability as determined by the attending physician and the insurance carrier; and/or (2) the maximum length of coverage as established in the insurance contract. The maximum length of short-term disability coverage shall be twenty-six (26) weeks regardless of length of service.

4. The coverage of disability and benefits will be sixty six and six tenths (66.6 %) of the base salary (including permanent P.M. and permanent night differentials) of the employee at the time of total disability.

5. The Hospital will continue to pay its portion of health insurance premiums for one (1) year. (See Article 27, Leave of Absence, Section 3, Disability Leave of Absence).

B. Long-Term Disability Insurance

1. The Hospital shall provide a long-term disability insurance plan for all benefit eligible, non-benefit eligible, and Variable employees. The Hospital shall continue to pay the full premium for this plan. The Hospital may upon notification to the Union, change carriers.

2. The long-term disability benefits will be sixty percent (60%) of the base salary of the employee at the time of total disability up to a maximum of five thousand and no/100 dollars ($5000.00) per month. The Hospital, may, upon notification to the Union, change carriers.

3. If the employee has timely applied for long-term disability benefits and is determined to be eligible for long-term disability benefits, those benefits should begin immediately following the expiration of the twenty-six (26) weeks of short-term disability benefits, according to the long-term disability plan document.

4. To the extent there is a conflict between this section and the plan document, the plan document shall prevail.

Section 6. Workers' Compensation Insurance

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

B. Benefit eligible, non-benefit eligible, Variable, and Per Diem employees on leave of absence because of job-related injury or illness shall continue to accrue PTO up to a maximum of six (6) days, as well as seniority and pension benefits if eligible.

C. The Hospital shall pay the whole insurance premium for this coverage.

Section 7. Retirement Program

An employee is eligible to make contributions to the 401(k) plan, as long as they are at least 18 years of age.

Meriter shall sponsor and maintain a retirement plan under Section 401(k) of the Code for all bargaining unit employees who have completed one (1) year of service with 1,000 hours and who are at

least 21 years of age. It is also understood and agreed that this agreement is subject and subservient to the terms and conditions of the Plan and the Summary Plan Description.

Effective January 1, 2016, the Hospital shall contribute 4% of an eligible employee's pay into a 401(k) account each year.

Section 8. Group Life Insurance

The Hospital shall provide group life insurance coverage for all benefit eligible, non-benefit eligible, and Variable employees. The Hospital shall pay the full premium for coverage of one times the employee's annual base salary. However, any bargaining unit members with additional coverage shall continue with their current level of benefits. An eligible employee has the option of purchasing, at their sole expense, additional life insurance coverage for themselves and dependents pursuant to the Hospital's voluntary life insurance plan for Classified employees. The Hospital, upon notification to the Union, may change carriers so long as the coverage and benefits of the new carrier are substantially similar to those currently in effect.

Section 9. Professional Liability Insurance

The Hospital will maintain liability insurance which will provide protection for all employees against claims or suits arising from duties performed for or at the direction of the Hospital. The coverage shall provide protection that complies with the statutory limitations for the State of Wisconsin. Upon request, an employee will be given necessary information to identify the insurer and the coverage provided.

Section 10. Paid Time Off (PTO)

A. PROGRAM DESCRIPTION

The Hospital will provide a program of earned paid time off that combines the traditional paid vacation time, paid legal holiday time, paid personal (floating) time, and paid sick time into an account called Paid Time Off (PTO). The emphasis of the program shall be upon scheduled and planned paid absences as opposed to unscheduled absences. The program provides employees with increased flexibility in the scheduling of paid benefit time, allows for saving or accumulating time for future personal long-term illness, injury or disability (to supplement provided disability income) and, finally, provides an opportunity to convert unused PTO to a cash payment. Additional emphasis has been placed on longevity with regard to accrual rates and cash-in rates.

B. DEFINITION OF TERMS

1. PTO

   The name of the PTO program and the name of the individual employee account that accumulates the accrued time.

2. Annual Minimum Usage

   Employees are encouraged to use the equivalent of fifteen (15) days per anniversary year.

3. Scheduled Absence

An absence from work which was planned, scheduled and approved in advance.

4. Unscheduled Absence

An absence from scheduled work, generally with less than twenty-four (24) hours' notice, for which the employee gave neither advance notice nor received supervisory approval.

C. ELIGIBILITY

1. FTE Status of 0.1 to 1.0

2. Accruals begin with first hour of work and PTO accrues on all paid hours up to eighty (80) per pay period.

3. Probationary Employees

No PTO may be used during probationary periods except as provided under Section F.3, PTO Accrual and Usage for First-Year Employees, herein.

4. PTO Cash Back Feature

Employees are eligible after twelve (12) consecutive months of employment and provided there are one hundred twenty (120) hours of time in the PTO account.

D. ACCRUAL RATES

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

1. 0.5 to 1.0 FTE

2. 0.1 to 0.4 FTE

E. MAXIMUM ACCRUAL RATES

The maximum amount of PTO that may accrue is detailed in the subsequent PTO table.

F. PTO ACCRUAL AND USAGE FOR FIRST-YEAR EMPLOYEES

1. Employees accrue PTO at the rates shown in the subsequent tables.

2. PTO may only be used as it accrues.

3. Although it accrues during the probationary period, PTO may not be used with the following exception:

A benefit eligible, non-benefit eligible, and Variable employee who works in a service or on a unit that is closed during a Hospital-recognized holiday may use accrued time to cover for lost work time or, if accrual is insufficient to cover the needed hours, may borrow against future accruals.

4. If employment terminates before one (1) full year of employment is completed, any PTO used in excess of eighty (80) hours (full-time) will be deducted from the final paycheck. The eighty

(80)-hour limit will be prorated by FTE status. In essence, time accrued in the first year of employment is considered earned only after one (1) year of service is complete.

Benefit Eligible, including Variable
0.5 - 1.0 FTE

Service Anniversary	PTO Hourly Accrual Rate	X regular hours* per pay period	PTO Credit per pay period	Total Annual PTO	Total Annual PTO Days	Maximum Accrual
0 years	0.0923078	X 80 hours*	7.38 hrs.	192	24	304
2 years	0.1000001	X 80 hours*	8.00 hrs.	208	26	336
4 years	0.1192309	X 80 hours*	9.54 hrs.	248	31	416
6 years	0.1230770	X 80 hours*	9.85 hrs.	256	32	432
11 years	0.1269232	X 80 hours*	10.15 hrs.	264	33	448
12 years	0.1307693	X 80 hours*	10.46 hrs.	272	34	464
13 years	0.1346154	X 80 hours*	10.77 hrs.	280	35	480
14 years and above	0.1384616	X 80 hours*	11.08 hrs.	288	36	496

* If hours worked are less than eighty (80), substitute actual hours worked. This will provide prorated PTO credit. Hours worked above 80 hours per payroll period will not accrue PTO.

Non-Benefit Eligible, including Variable
0.1 - 0.4 FTE

Service Anniversary	PTO Hourly Accrual Rate	X regular hours* per pay period	PTO Credit per pay period	Total Annual PTO	Total Annual PTO Days	Maximum Accrual
0 years	0.0423078	X 32 hours*	1.35 hrs.	35 hrs.	4.4 days	120
2 years	0.049961	X 32 hours*	1.6 hrs.	42 hrs.	5.2 days	152
4 years	0.0615386	X 32 hours*	1.97 hrs.	51 hrs.	6.3 days	200
6 years	0.0653847	X 32 hours*	2.09 hrs.	54 hrs.	6.7 days	216
11 years	0.0692309	X 32 hours*	2.22 hrs.	58 hrs.	7.2 days	232
12 years	0.0730770	X 32 hours*	2.34 hrs.	61 hrs.	7.6 days	248
13 years	0.0769232	X 32 hours*	2.46 hrs.	64 hrs.	8.0 days	264
14 years and above	0.0807693	X 32 hours*	2.58 hrs.	67 hrs.	8.3 days	280

* If hours worked are less than thirty-two (32), substitute actual hours worked for prorated PTO.

G. Using PTO

1. PTO will be used for all approved paid absences from work with the exception of military duty (Article 27, Leave of Absence, Section 5, Leaves Required by Law), jury duty or duty as a court witness if subpoenaed related to their work performed at the Hospital (see Article 27, Leave of Absence, Section 7 Leaves Required by Law, B. Required Court Appearance), or funeral leave (according to the appropriate human resources policies).

2. If the unit or department is closed because of a Hospital-recognized legal holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) the employee will be required to use accrued PTO to be paid for the absence. If no accrued time is available, the holiday must be taken as non-paid time off. Every reasonable effort will be made to accommodate requests for other religious holidays to substitute for the religious holiday recognized by the Hospital.

3. Employees are strongly encouraged to take at least fifteen (15) scheduled PTO days off per anniversary year. If the PTO maximum is reached, no additional time will accrue.

4. Employees may only use PTO as it accrues. Borrowing from expected future accruals is not permitted.

5. Payment for PTO as time off will be at the current regular rate of pay plus any permanent shift or permanent charge differentials.

6. PTO will not be counted as time worked for the purpose of computing overtime.

7. If an employee has approved PTO on a posted schedule, then agrees to work extra shifts at the request of the Hospital, the PTO will be granted. In the event an employee offers/gives away a shift after the schedule is posted, PTO will be applied. In the event the employee picks up an additional shift(s) during the same pay period to meet their FTE of record (base FTE of record for Variable employees), and such shifts do not incur overtime (excluding incidental overtime), incentives, or any premium pays, the employee may request, in writing, to have the applied PTO removed.

H. Unscheduled PTO

1. If an employee is unable to report for scheduled work on any particular day, they shall notify the Hospital as soon as possible insofar as it is practical but no later than two (2) hours prior to the start of their shift.

2. Repeated failure to so notify the Hospital may result in disciplinary action.

3. PTO will be used for all unscheduled absences, provided that the absence did not occur during the new employee probationary period, and to the extent that PTO was available. When applying its attendance policies, management will take into consideration that there may be instances where proactive discussions would be appropriate for employees in patient care areas.

4. If an employee must leave the job after coming to work, time off will be paid from PTO provided that the absence did not occur during the new employee probationary period, and to the extent that PTO was available.

I. Options for Unused PTO

An employee may exercise a number of options for unused PTO.

1. An employee may carry forward the balance of PTO for use in the coming year.
2. An employee may elect an annual cash payment of PTO in increments of forty (40) hours up to a maximum of eighty (80) hours. To be eligible, at least twelve (12) consecutive months of employment have been completed and the employee maintains a balance of at least eighty (80) hours of PTO.
    a. In accordance with IRS standards an irrevocable election of hours must be made in writing to

Human Resources of their selected option on the appropriate form. This election must be made during a designated timeframe, as determined by Meriter, in the year prior to payment of this election.

b. Payment of the elected hours will be paid during a designated timeframe as determined by Meriter at the rate of one hundred percent (100%) of the regular rate of pay.

c. In no event shall an employee, through the cash back feature, reduce their PTO bank below eighty (80) hours.

J. Termination and Retirement

Employees terminating with more than twelve (12) months of Hospital service will receive payment for unused accrued PTO at their then regular rate of pay, (see Article 24, Benefits, Section 4, Retiree's Option). PTO may not be used to extend the termination date beyond the last actual day of work. The employee's department may deny granting of PTO during the final four (4) weeks of employment. Employees terminated for misconduct will forfeit accrued PTO.

K. Designated Holiday Time

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

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

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

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

Section 11. Discounts

The Hospital is willing to offer discounts to bargaining unit employees on the same basis and under the same conditions that those discounts are available to all other Hospital employees. Any modifications to, elimination of, or addition to any of these discounts for all other Hospital employees shall automatically apply on the same terms to bargaining unit employees without bargaining the decision and/or the effects of the decision.

Section 12. Property Damage

The Hospital shall reimburse an employee for damage to their personal property in the amount not to exceed One Hundred and 00/100 Dollars ($100.00) for each incident occurring during their shift while working within assigned job responsibilities and using prudent safety methods.

Section 13. Legal and Pet Insurance

The Hospital is willing to offer legal insurance and pet insurance to bargaining unit employees on the same basis and under the same conditions as classified employees. Any modifications to or elimination of this benefit shall automatically apply on the same terms to bargaining unit employees without bargaining the decision and/or the effects of the decision.

Section 14. Other Benefits

Meriter's Organ Donor/Bone Marrow Transplant program, Adoption Assistance Guidelines, and Vision Wellness Program shall be available to members of the bargaining unit under the same terms and conditions as they are available to classified employees. The Hospital may discontinue or modify the terms of any of these programs without bargaining so long as it is consistent with that offered to the classified employees.

ARTICLE 25. PREMIUM PAY

Section 1. Responsibility Pay

A. Acting Nurse Manager/Assistant Nurse Manager

In the absence of the Nurse Manager/Assistant Nurse Manager of a unit for a period of time beyond which the need for total unit coordination cannot be managed through other arrangements, the Hospital may request a member of the bargaining unit to assume the position of acting Nurse Manager/Assistant Nurse Manager.

During assignment as acting Nurse Manager/Assistant Nurse Manager, the employee will be paid an administrative stipend of $100.00 per pay period prorated for FTE in addition to their normal rate of pay.

Because the acting Nurse Manager/Assistant Nurse Manager is a member of the bargaining unit, participation in some management activities such as evaluation and discipline of bargaining unit members may be inappropriate. The acting Nurse Manager/Assistant Nurse Manager will be expected to attend meetings normally attended by Nurse Managers/Assistant Nurse Managers unless requested otherwise. An employee filling an acting Nurse Manager/Assistant Nurse Manager position shall not remain in such position beyond six (6) months without mutual agreement.

B. Permanent Charge/Operating Room Coordinator

Designated permanent charge nurses will be paid a differential of $2.40 per hour for all paid hours. The responsibilities of the permanent charge nurse are detailed in unit-specific job descriptions which are used to evaluate staff receiving this differential.

C. Shift Charge

A bargaining unit employee assuming shift charge responsibility on a nursing unit for any shift or part thereof shall be paid a differential of $2.40 per hour in addition to the regular rate of pay for all time worked in this capacity. The responsibilities of the charge nurse are detailed in unit-specific job descriptions and are included in the evaluation of staff rotating into this role. Resource Unit staff who have received Charge Nurse training may be assigned charge responsibilities on units where only Resource Unit staff are staffing the unit.

Section 2. Differentials

A. Shift Differential

An Evening shift differential of $2.25 per hour will be paid starting at 1400 to all employees who work a minimum of four (4) consecutive hours or more into the evening shift or their start time is during the designated evening hours. Employees shall continue to receive the evening differential if they work less than four (4) consecutive hours into the night shift.

A Rotating Night shift differential of $3.35 per hour will be paid starting at 2200 to all employees who work a minimum of four (4) consecutive hours or more into the night shift or their start time is during the designated night hours. Effective March 4, 2024, a Rotating Night shift differential of $3.50 per hour will be paid starting at 2200 to all employees who work a minimum of four (4) consecutive hours or more into the night shift or their start time is during the designated night hours. Employees shall continue to receive the night differential if they work less than four (4) consecutive hours into the day shift. Night staff requested by management to work a night to a day double shift shall not be denied their night shift differential.

A Permanent Night shift differential of $3.75 per hour will be paid starting at 2200 to all employees who work a designated permanent night shift. Employees must work a minimum of four (4) consecutive hours or more into the night shift or their start time is during the designated night hours to receive the permanent shift differential. Employees shall continue to receive the night differential if they work less than four (4) consecutive hours into the day shift. Permanent night staff requested by management to work a night to a day double shift shall not be denied their permanent shift differential.

B. Weekend Differential

A weekend differential of $3.50 per hour will be paid between 0700 Saturday to 0700 on Monday. Effective March 4, 2024, a weekend differential of $3.75 per hour will be paid between 0700 Saturday to 0700 on Monday. Employees must work a minimum of four (4) consecutive hours or more into the weekend period to receive this differential for such hours. In the event an employee's worked hours are less than four (4) hours but fall within the designated weekend period, the employee will receive this differential.

Employees who are assigned to a permanent night shift or rotate into the night shift and have their weekend designated as Friday and Saturday are eligible for weekend differential between the hours of 2300 Friday to 2300 Sunday. Employees must work a minimum of four (4) consecutive hours or more into the weekend period to receive this differential for such hours. In the event an employee's worked hours are less than four (4) hours but fall within the designated weekend period, the employee will receive this differential. This provision would not apply to regular night staff that have elected not to work weekends, but may work Friday or Sunday nights as part of their weekday schedule.

Employees who are assigned to a twelve hour permanent night shift and have their weekend designated as Friday and Saturday are eligible for weekend differential between the hours of 1900 Friday to1900 Sunday. Employees must work a minimum of four (4) consecutive hours or more into the weekend period to receive this differential for such hours. In the event an employee's worked hours are less than four (4) hours but fall within the designated weekend period, the employee will receive this differential. This provision would not apply to regular night staff who have elected not to work weekends, but may work Friday or Sunday nights as part of their weekday schedule.

Employees who are assigned (either voluntarily or involuntarily) to Scheduled On-Call and are called-in (Article 26, On-Call, Section 5A, Scheduled On Call) during the defined weekend period will receive a weekend called-in differential of $5.25 per hour worked. This rate is inclusive of the current

weekend differential.

Section 3. Holiday Compensation

All benefit eligible, non-benefit eligible, and Variable employees who work on any of the six (6) legal holidays will be paid at time and one-half their base rate of pay. Such employees must work a minimum of four (4) consecutive hours during the designated holiday period to be eligible for time and one-half pay. An additional $3.00 per hour will be paid for all hours worked on a holiday for 22-year employees, unless worked by choice.

Any employee who works more than three (3) holidays in a holiday year ending with New Year's shall receive a maximum of $120.00 prorated by actual hours worked per twelve (12) hour shift for the fourth and any additional holiday shift worked, provided the employee works a minimum of four (4) consecutive hours in the designated holiday period, unless the employee voluntarily traded into or picked up the additional holiday shift(s) for a coworker.

$4.00 per hour shall be paid to all employees on call during a holiday. (For holiday hours, see Article 24, Section 10, Subsection K, Designated Holiday Time)

Section 4. Other Premiums

A. Reporting Pay

Any employee reporting for scheduled work shall receive a minimum of two (2) hours of pay at straight time rates unless notified in advance not to report for work or unless hired by agreement to work a shift of less than four (4) hours.

B. Weekend Schedule Variation Pay

Where the need of the Hospital requires hours to be worked on the weekend when an employee with less than twenty five (25) years of seniority with a normal weekend rotation of every other weekend or every third weekend would normally be scheduled off, weekend schedule variation pay of $12.00 per hour shall be paid for such hours worked, unless the employee voluntarily traded the weekend, or weekend shift, with another employee or the employee requested and was granted a temporary change in the scheduled weekend, or weekend shift.

All 25 year non-granted employees who are required to work weekends with a normal weekend rotation of every other weekend or every third weekend will receive weekend variation pay of time and one half unless:

1. The employee voluntarily traded a weekday shift with another employee's weekend shift;
2. The employee voluntarily works a weekend shift for another employee;
3. The eligible employee has been offered a "no weekend" position and has declined the position.

An eligible 25-year non-granted employee who trades their weekend shift for another weekend shift within the same pay period will still receive the weekend schedule variation pay.

If a 25-year granted employee works a weekend in accordance with Article 18, Assignment of Staff and Scheduling, Section 2G Safety Net Plan, they shall be eligible for weekend schedule variation pay. Additionally, if a 25-year granted employee is scheduled to work a weekend in accordance with Article 18, Assignment of Staff and Scheduling, Section 2G Safety Net Plan, and trades their weekend shift for

another weekend shift within the same pay period, they will still receive weekend schedule variation pay.

If an employee voluntarily signs up or is otherwise available to work a weekend or a weekend shift on the weekend when the employee would normally be scheduled off, the employee shall receive the weekend schedule variation pay for all weekend hours actually worked on the weekend.

Any employee requesting weekend variation pay under this provision shall indicate the claim for such weekend premium on their time card. Upon verification by payroll, the payment will be made.

C. Double Shift Stipend

When a nurse's scheduled shift of at least eight (8) hours in length is extended (real time – day of) for patient care needs and works equal to or greater than three and one half (3.5) hours, a maximum stipend of $110.00 will be paid, prorated by actual additional hours worked.

D. Short Notice Call-in Pay

Where an employee is called in to work a shift of less than eight (8) hours in length, at a time which is not regularly scheduled or at a time that is not contiguous to a regularly scheduled shift, they shall be paid at the regular rate of pay for such time worked, except the first two (2) hours worked shall be paid at time and one-half.

Where an employee is called in to work a shift of eight (8) hours in length or more, at a time which is not regularly scheduled or at a time that is not contiguous to a regularly scheduled shift, they shall be paid at the regular rate of pay for such time worked, except the first four (4) hours worked shall be paid at time and one-half.

The employee claiming time and one-half under this provision, unless already being paid at the overtime rate, shall indicate the claim for such short notice call-in pay on their time card. This provision does not apply to on-call employees or to employees who are notified twenty four (24) or more hours in advance. In the event a shift is eligible for Short Notice Call-in Pay and Weekend Schedule Variation pay, the employee may choose either Short Notice Call-In Pay or Weekend Schedule Variation pay, but not both.

E. Pay for Working the Friday before Weekend Off

The Hospital will routinely make every reasonable effort not to schedule a night shift the Friday before the scheduled weekend off for all employees. If so scheduled, a rotating employee will be eligible for time and one-half pay for the Friday night shift worked. Any employee claiming time and one-half under this provision unless already being paid at the overtime rate shall indicate the claim for this premium on their time card.

F. **Variable FTE Pay**

All Variable employees will be paid a differential of $3.00 per hour for all paid hours. This premium will not apply when these employees elect to work additional shifts above their scheduled designated and variable FTE-components.

G. Shared Staff (Resource Pool) Pay

Employees who work in the Shared Staff Program (per Appendix M, Shared Staff Program), including the Mobile/Resource Unit, will be paid a differential of $1.00 per hour for all hours worked. Effective March 4, 2024, employees who work in the Shared Staff Program (per Appendix M, Shared Staff Program), including Mobile/Resource Unit, will be paid a differential of $1.50 per hour for all hours worked.

H. Preceptor Pay

Employees who precept newly hired nurses or nurses who transfer to the unit will be eligible to receive preceptor pay of $1.00 per hour for hours precepting. Effective March 4, 2024, employees who precept newly hired nurses or nurses who transfer to the unit will be eligible to receive preceptor pay of $1.50 per hour for hours precepting. Any employee requesting preceptor pay under this provision shall indicate the claim for such preceptor pay on their timecard.

I. Transports

All employees shall be paid time and one-half for each hour spent on transports out of the hospital.

Section 5. Mileage Allowance

Those employees who use their own motor vehicles on authorized Hospital business will be paid a mileage allowance in accordance with the IRS deductible standards. These payments shall be applied prospectively only after the issuance of the regulation or interpretation and not retroactively.

ARTICLE 26. ON-CALL SYSTEMS

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It is understood by both parties that the call coverage plan may need to be modified based on patient service needs and/or cost efficiency. Prior to any such change in on-call systems, management will notify the Union. The Union may request to meet and discuss the change. The parties agree that it is appropriate to establish a reasonable range of hours of call expected for each staff member by unit. The range will be established in the unit guidelines (Appendix B, Guidelines for Scheduled Call Sign-Up).

Section 1. Operating Room and Post Anesthesia Care Unit Call Systems

An on-call system is required to provide Operating Room (OR) and Post Anesthesia Care Unit (PACU) care services to ensure appropriate staffing to meet the variation in patient care needs.

Call coverage hours may change to meet anticipated patient activity, patient care needs and census trends. Management will meet with the affected staff within six (6) months after execution of this contract to discuss the defined call coverage plan, and thereafter at least annually.

The call coverage plan will be recorded in the Position Control book and updated as changes occur.

Management will notify the affected units and the Union as soon as possible after it determines a change in the call coverage plan may be needed. Notification of the date of implementation of changes in the call coverage plan shall occur no less than six (6) weeks before the schedule change occurs.

A. Types of Call

OR	PACU
First Call	First Call
Second Call	Second Call
Third Call	

B. On-Call Hours

1. OR/PACU First Call coverage will be seven (7) days a week when the units are not fully staffed (fully staffed is defined for the purposes of this article as having sufficient staff with the skill level to provide the patient care needs on site).

2. Second call coverage, and if needed Third Call, will be in effect on weekends and holidays when the unit is not fully staffed. In addition, PACU Second Call coverage will be in effect any hours when the OR staff is not available for patient recovery support.

C. Assignments/Selections of On-Call Hours

1. Except as in Article 18, Assignment of Staff and Scheduling, all nurses, regardless of FTE, shall share call equally. Each nurse is responsible to cover their scheduled on-call hours, but may elect to trade or give away scheduled on-call hours. Changes in scheduled on-call hours must be approved by Management. Nurses taking call for a full weekend may elect to have Monday off without pay, or use PTO if staffing permits. This request must be submitted when the hours are made out.

2. Unit staff and management will meet to develop guidelines for call assignment and equitable selection of individual staff call hours. Call assignment and selection guidelines will be reviewed, at least annually.

D. Reimbursement for Hours On-Call and Hours Worked

1. Scheduled On-Call Pay

$3.25 per hour will be paid for all on-call hours, except holiday hours which will be paid at $4.00 per hour, regardless of time worked. Effective March 4, 2024, employees shall be reimbursed $3.50 per hour for all of the designated call hours, except holiday hours which will be paid at $4.00 per hour, regardless of time worked.

2. Hours of Pay When Called in to Work

Employees called in to work will receive an additional two (2) hours base pay at time and one-half (1-1/2). The two (2) hours of pay at time and one-half (1-1/2) is limited to one time per employee per posted call block of eight (8) hours or less. For trades of less than the posted call block of eight (8) hours or less, the bonus will be paid to the first employee called in within the posted block. Hours worked will be at time and one-half (1-1/2). OR/PACU nurses will be responsible for contacting the Nursing Coordinator before departure.

3. Relief for On-Call Hours Worked

If less than four (4) hours are worked after 2300 and if only called in once, the nurse will report for their next scheduled shift. If staffing permits, they may have time off equivalent to the amount of on-call hours worked after 2300 with or without the use of PTO. If staffing permits,

they may elect to have additional hours off with or without PTO.

If four (4) or more hours are worked after 2300 or if the nurse is called in at least twice, the nurse will be relieved of their scheduled shift the next day with or without PTO. The nurse may elect to work this shift if they so desire.

4. Relief for Holiday Call Hours

Staff required to take call during day hours of Holidays will receive eight (8) hours of straight pay in addition to one-half (1/2) times pay for all hours worked. (This applies to PACU, Second Call, and Third Call). First Call Team will receive this compensation to a maximum of eight (8) hours.

Section 2. Perinatal Services Scheduled Call

On-call staff are to be utilized to meet unanticipated changes in census and acuity of patients on their unit.

Management will notify the unit and the Union as soon as possible after it determines a change in the call coverage plan may be needed. Notification of the date of implementation of the changes in the call coverage plan shall occur no less than six (6) weeks before the schedule change occurs.

A. Assignment/Selection of On-Call Hours

1. Each nurse is responsible to cover their scheduled on-call hours, but may elect to trade or give away scheduled on-call hours. Changes in scheduled on-call hours must be approved by Management. Twenty-two plus year employees with an FTE of record of 1.0 working permanent nights shall not be required to take scheduled on-call.

2. Unit staff and management will meet to develop guidelines for call assignment and selection of individual staff call hours. Call assignment and selection guidelines will be reviewed at least annually and voted on in accordance with unit guidelines.

3. Either through signup or the scheduling of scheduled on-call, any combination of scheduled shifts with contiguous scheduled on-call hours that could result in sixteen (16) consecutive hours worked is to be avoided. Exceptions may be considered when the employee has the next day off.

B. Reimbursement for hours on-call and hours worked

1. Scheduled On-call Pay

$3.25 per hour will be paid for all on-call hours, except holiday hours, which will be paid at $4.00 per hour, regardless of time worked. Effective March 4, 2024, employees shall be reimbursed $3.50 per hour for all of the designated call hours, except holiday hours which will be paid at $4.00 per hour, regardless of time worked.

2. Hours of Pay When Called in to Work

Employees called in to work will receive their base rate of pay times one and one-half (1-1/2) for all hours worked. A minimum of two (2) hours will be paid whether or not such hours are worked. The unit charge nurse will be responsible for contacting the NAC before departure of

any called in staff.

3. Cancellation of Scheduled Call

If the charge nurse, in conjunction with the NAC and manager as needed, determines it is possible to cancel an employee's scheduled call shift, the employee will be contacted and may choose to remain on call with call pay or be cancelled for the scheduled call shift without pay.

Section 3. Digestive Health Call

A Scheduled On-Call system is required to provide inpatient Digestive Health service after hours, weekends and holidays.

A. When employees are on call, they shall receive $3.25 per hour, except holiday hours which will be paid at $4.00 per hour, regardless of time worked. Effective March 4, 2024, employees shall be reimbursed $3.50 per hour for all of the designated call hours, except holiday hours which will be paid at $4.00 per hour, regardless of time worked.

B. Employees called in to work will receive a minimum of two (2) hours pay at time and one-half whether or not such hours are worked.

C. If more than five (5) hours are worked after 2200, and if circumstances on the unit do not allow release, nurses shall be paid at the rate of time and one-half for all hours worked the day shift on that day.

D. If the on-call employee becomes ill while on call/duty or requests relief after working more than sixteen (16) hours in a 24-hour period, the employee providing relief shall fall under the provisions of this section in place of the employee relieved.

E. Call hours coverage will be in effect when the unit is not regularly staffed.

Section 4. Cardiovascular Short Stay Unit Call

An on-call system is required to provide patient care after hours, weekends and holidays.

A. Assignment/Selection of On-Call Hours

1. Each nurse is responsible to cover their scheduled on-call hours, but may elect to trade or give away scheduled on-call hours. Changes in scheduled on-call hours must be approved by Management.
2. Unit staff and management will meet to develop guidelines for call assignment and selection of individual staff call hours. Call assignments and selection guidelines will be reviewed at least annually and voted on in accordance with unit guidelines.

B. Reimbursement for hours on-call and hours worked

1. Scheduled On-call Pay
   $3.25 per hour will be paid for all on-call hours, except holiday hours, which will be paid at $4.00 per hour, regardless of time worked. Effective March 4, 2024, employees shall be reimbursed $3.50 per hour for all of the designated call hours, except holiday hours which will be paid at $4.00 per hour, regardless of time worked.
2. Hours of Pay When Called into Work
   Employees called into work will receive their base rate of pay times one and one-half

(1-1/2) for all hours worked. A minimum of two (2) hours will be paid whether or not such hours are worked. The on-call employee will be responsible for contacting the NAC before departure.

C. If the on-call employee becomes ill while on-call/duty, the employee providing relief shall fall under the provisions of this section in place of the employee relieved.

Section 5. Other Authorized Call

A. Scheduled On-Call

Formalized call systems requiring call hours are to be scheduled on a consistent and on-going basis in advance by a unit manager in the same manner that work shifts are scheduled in advance. Scheduled call hours are always in excess of the employee's FTE of record. Employees shall be reimbursed $3.25 per hour for all of the designated call hours, except holiday hours which will be paid at $4.00 per hour, whether or not any hours are actually worked. Effective March 4, 2024, employees shall be reimbursed $3.50 per hour for all of the designated call hours, except holiday hours which will be paid at $4.00 per hour, whether or not any hours are actually worked. Such employees shall receive payment at time and one-half for all call hours worked. Nursing Management will determine when such call is appropriate. On-Call staff are utilized to meet unanticipated changes in census and acuity of patients on their unit.

B. Availability Call (AOC)

Call hours that are generally scheduled no more than twenty-four (24) to seventy-two (72) hours in advance by the unit manager or their designee on an as-needed basis. These call hours may or may not be within the employee's FTE of record. Employees shall be reimbursed at $3.00 per hour for all of the designated call hours whether or not any hours are actually worked. Employees called into work will receive a minimum of two (2) hours of pay whether or not such hours are worked. Such employees shall receive straight time pay when called into work.

Employees who volunteer for Availability Call will be on-call for their designated home unit unless otherwise volunteering to be available to another unit. These employees, when called in, are normally expected to report for their next scheduled shift, unless other arrangements have been previously agreed to prior to the acceptance of the Availability Call shift.

In the event there are no volunteers, the least senior staff member will be placed on Required Availability Call for the scheduled shift. Notification shall be provided sixty (60) minutes prior to the schedule shift start time. Employees on AOC shall be on-call for their unit unless otherwise volunteering to be available to another unit. (See Article 23, Reduction of Hours, Layoff and Recall, Integration, and Closure of Units, Section 6, Short Term Census Fluctuation/Hours Reduction.) Employees may be placed on Availability Call only once in a scheduled shift.

When an employee is on Required Availability Call, the number of hours they are not called into work will be considered mandated time off for purposes of Article 23, Reduction of Hours, Layoff and Recall, Integration, and Closure of Units, Section 6, Short Term Census Fluctuation/Hours Reduction. Staff may be called off of required Availability Call during the shift, but all hours of the shift will be counted as mandated hours off.

C. Variable Shift On-Call

Variable Shift On-Call: Variable shifts (non-dedicated FTE) may be scheduled as on-call shifts or scheduled variable shifts. These employees may be called off on scheduled variable shifts and required to take call.

Variable employees may also assume Availability On- Call (AOC) or Scheduled On-Call (SOC) above the variable scheduled FTE component and would then be paid at rates determined by the current contract language. The following is intended to be an example to assist in interpretation of this particular contract language. There may be other situations not included in this example.

Example: A Variable employee has been scheduled for .5 FTE dedicated shifts with another .3 FTE variable shifts. The employee picks up an additional Scheduled On-Call shift. If the employee is called into work a scheduled on-call shift they would be paid time and one-half for all call hours worked plus the applicable Scheduled On-Call rate per hour for all designated on-call hours whether or not they are actually worked.

ARTICLE 27. LEAVE OF ABSENCE

Section 1. General Provisions Applicable to All Leaves of Absence

A. Leave Requests

Leaves will be requested in writing as far in advance as possible and the Hospital will approve or deny such written request in writing as soon as possible. Both parties understand that events in an employee's personal life cannot always be planned far in advance and even may be emergent in nature and therefore cannot always be requested in writing.

B. Use of PTO

Except as specifically otherwise noted herein, accrued PTO must be taken during a leave of absence, however, an employee will not be required to deplete their PTO bank below eighty (80) hours.

C. Probationary Employees

Probationary employees may be granted a leave of up to fifteen (15) calendar days at the discretion of the Hospital, but the leave shall extend the probationary period.

D. Continuation of Insurance Benefits During Leaves of Absence

Continued payment by the Hospital of its portion of specific insurance premiums is contingent upon employees making payment for their portion of the insurance premiums in a timely manner. Failure on the part of employees to make their payment in such manner may result in cancellation of the coverage.

E. Layoffs

Both parties agree that the provisions related to returning to work after a leave of absence will not take precedence over seniority in a layoff situation.

F. Family and Medical Leave Act Rights

The parties have negotiated rights under the collective bargaining agreement that are, in many instances, in excess of rights that they may be entitled to under the Federal or State Family and Medical Leave Acts. It is the intention of the parties that these contractual benefits not be duplicative of these family and medical leave act rights. Therefore, the total amount of leave that an eligible employee may take under this Article is inclusive of the amount of leave that an employee would otherwise be eligible to receive under the Federal and/or State Family and Medical Leave Acts.

G. Loss of Rights

Any employee on leave who accepts employment elsewhere shall lose all rights of employment with the Hospital.

Section 2. Personal Leaves of Absence

A. General Provisions

1. The Hospital will provide, whenever possible, reasonable time off for personal reasons, but in a manner which will maintain staffing, which will ensure the Hospital's ability to provide nursing care and which will meet the needs of patients.

2. Availability of Position Upon Returning From Personal Leave

Except as provided in Sections 2B1, Educational Leave of Absence, and 2B3, Pregnancy and Child-Rearing Leave of Absence, an employee returning from an authorized personal unpaid leave of absence of thirty (30) days or less or an unpaid family illness leave of sixty (60) days or less, which is not in addition to another period of absence, will be reinstated to their former position and unit. If the employee returns after thirty (30) or sixty (60) days, respectively, they will be reinstated to their former position and unit, if available; if not available, to another nursing position for which they are qualified, if available. If a nursing position for which they are qualified is not available, they will be given first preference for an available position with the Hospital.

B. Types of Personal Leaves of Absence

1. Educational Leave of Absence

a. Employees with a minimum of the equivalent of three (3) years continuous full-time employment may apply for a nursing-related educational leave of absence without pay for an academic year and summer session, or any segment of the educational program within that time. Such requests will not be unreasonably denied.

b. A maximum of two (2) semesters and a summer session of educational leave may be granted during each thirty-six (36) month period after initial eligibility is established.

c. The right to participate in health, dental, and life insurance plans, when paid for by the employee, and accumulation of seniority shall exist for the duration of the leave. The accrual of all other benefits shall cease at the commencement of the leave (See Section 2C, Benefits During Personal Leave of Absence/Family Illness Leave).

d. If an employee returns to work within two (2) months, the Hospital shall return the employee to their former position and unit in the Patient Care Services Division. If the employee returns to

work after completion of one (1) semester, the Hospital shall return the employee to their former position and unit, if available; if not available, to another nursing position, if available, for which they are qualified with preference for their former position when available. If the employee continues educational leave beyond one (1) semester, the employee will have preference for a nursing position for which they are qualified when available.

2. Personal Emergency

In the case of a personal emergency, the employee shall notify the Director of Human Resources, their nurse manager or director of nursing of the reason for such leave and upon agreement that an emergency exists, the Hospital will grant a request for a leave of absence. The employee may elect to use PTO during this time.

3. Pregnancy and Child-Rearing Leave of Absence

Leave of absence without pay will be granted for pregnancy and/or child rearing. This provision does not address disability and disability leave associated with childbirth (See Section 3, Disability Leave), but rather any leave taken at the employee's option for personal matters related to pregnancy and/or child rearing.

a. The employee shall provide a physician's certificate confirming pregnancy and approximate date of delivery as soon as possible; or, the employee shall notify their supervisor that an adoption home study has been completed and approved and the projected date for the child's arrival.

b. The pregnant employee shall be permitted but not required to continue working until such time as they are not capable of performing their normal work duties or their duties are performed in an environment unsafe for their pregnancy.

c. Upon written request, a leave of absence of up to six (6) months will be granted. In the case of pregnancy and childbirth the leave time may be taken before and after the disability leave, the total of which shall not exceed six (6) months. In the case of adoption, leave shall be no more than six (6) consecutive months.

d. The right to participate in the group insurance plans and accumulation of seniority shall exist for the total six (6) months' leave. The accrual of all other fringe benefits shall cease at the commencement of the leave (See Section 2C, Benefits During Personal Leave of Absence/Family Illness Leave).

e. If the employee returns to employment within three (3) months, including both pregnancy/child rearing and disability leaves (See Section 3, Disability Leave), the Hospital shall return the employee to their former position and unit. If the employee returns to employment after three (3) months but within six (6) months including both pregnancy/child rearing and disability leaves, the Hospital will return the employee to their former unit and position if an opening is available, and if not available to another nursing position within the Hospital if available.

f. Employees who have been employed for at least six (6) months and who are 0.5 FTE or above are eligible for an additional two (2) weeks of job protection for unpaid parental leave once all FMLA and WFMLA benefits have been exhausted.

g. The employee may use accrued PTO or other compensatory time off before starting the pregnancy/child rearing leave. Approval of such time before starting the pregnancy/child rearing leave will be in accordance with the unit's vacation approval process per their unit guidelines.

4. Short-Term Leave

An employee may request leave for personal matters which require short-term absence during scheduled work time. Such approved leave will not be extended beyond three (3) days. The employee may elect to use PTO during this time.

5. Family Illness Leave

An employee may use up to sixty (60) days of family illness leave per year.

C. Benefits During Personal Leave of Absence/Family Illness Leave

1. During the first thirty (30) days of an authorized personal leave of absence or during the first sixty (60) days of an authorized family illness leave, the Hospital will continue to pay its portion of the health insurance, life insurance, and dental insurance premiums. The employee will pay the entire insurance premium if the personal leave of absence extends beyond thirty (30) or sixty (60) days, respectively.

2. Benefits which do not accumulate during a personal leave of absence are:

a. PTO (effective immediately)

b. Benefit accrual toward pension [after thirty (30) days]

c. Time accumulation toward salary increases [after thirty (30) days]

Section 3. Disability Leave of Absence

A disability leave of absence shall be granted for the duration of the disability, but not to exceed one (1) year and with certification by a physician of said disability as may be required. During the period of disability, the Hospital will continue to pay its portion of the health insurance for one year, life insurance (where applicable) and dental insurance premiums for eligible employees, provided an employee will continue to pay their portion as required. The Hospital reserves the right to ask an employee to be examined by a physician designated by its Employee Health Services if there is a question regarding continued certification of disability. The cost of such a visit will be paid by the Hospital. An employee returning to work at or before three (3) months have elapsed shall be reinstated in their former position.

The employee must return from their leave of absence for and perform essential job functions with or without accommodation for at least:

Length of shift RN is routinely scheduled	Consecutive scheduled working days

4	20
8	10
10	8
12	7
8's and 12's	8

or the Hospital may fill the employee's former job, if three (3) months has elapsed.

An employee returning to work after three (3) months, but at or before twelve (12) months have elapsed shall be offered a comparable bargaining unit position as available within the Hospital as long as they are able to perform the work. An employee unable to return to work after that time will be terminated after a year has elapsed, but will receive preference for rehire if the disability problem has been resolved. These rights do not supersede seniority rights in case of employees on recall status. (Disability benefit information is set forth in Article 24, Benefits, Section 5, Disability (Sickness and Accident) Insurance.)

Section 4. Funeral Leave of Absence

Employees shall receive reasonable paid bereavement leave as authorized by the nurse manager. Such time will not be counted as time worked for the purpose of computing overtime. It is the employee's responsibility to communicate to management their status while on leave. Communication of the need for the leave will be made in advance unless it is an emergency, and then, as soon as possible. Additional paid time may be granted and charged against accrued PTO, or other unpaid leave may be granted at the option of the employee as authorized by the nurse manager.

Section 5. Leaves Required by Law

A. Jury Duty

Employees required to serve on a regular court-appointed jury shall be paid for any lost scheduled work time at their regular rate of pay. Such time will not be counted as time worked for the purpose of computing overtime.

B. Required Court Appearance

Employees required to appear in court (when requested by the Hospital) shall be paid their regular rate of pay. Subpoena fees for attendance will be paid to the Hospital.

C. Military Leave

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

D. Voting

Where it is necessary for an employee to be absent from work to vote, needed time off will be granted. The employee may elect to use PTO during this time.

Section 6. Leave for Union Business

A. Short-Term Leaves

The Union shall be granted up to ninety-two (92) unpaid days per year for employees to attend Union Conventions, Educational Classes, District Conferences, and Bargaining Unit Conferences, not to exceed four (4) days per bargaining unit employee, per calendar year. Requests for additional days for a bargaining unit employee will not be unreasonably denied. No more than two (2) persons per nursing unit shall be allowed off on union business at one time. Units with less than ten (10) Registered Nurse staff will be limited to having one (1) paid employee on unpaid Union leave on any given day. The Hospital shall be given six (6) weeks notice of such meetings and a list of those persons attending. These employees may use PTO or take leave without pay. In the event that a meeting is scheduled on a weekend, the employee may request the day(s) off through the unit guidelines sixty (60) days in advance of the event. The requests of employees to attend on a weekend shall not be unreasonably denied.

B. Intermediate Leaves

A leave of absence for a period not to exceed sixty (60) days shall be granted for employees to participate in Union activities or special Union projects. Up to seven (7) leaves of absence with a maximum total of three hundred (300) days per contract year shall be granted under this section. No more than three (3) employees shall be allowed off at the same time. No more than one (1) person per nursing unit shall be allowed off on union business at the same time.

The Hospital shall be given six (6) weeks notice of such leave and a list of those persons to be on leave. In the event the leave involves a scheduled weekend to work for an employee, the Hospital shall be given sixty (60) days notice. These employees may use PTO or take leave without pay.

Requests for leaves of absence under this subsection B shall not be unreasonably denied. This leave will not be used for the purpose of organizing employees of any entity of Meriter Health Services, Inc. An employee returning from leave under this subsection shall return to their former unit and position.

C. Long-Term Leaves

A leave of absence for a period not to exceed one (1) year shall be granted to an employee in order to accept a full-time position with the Union. The employee shall not lose nor accrue bargaining unit seniority during this period. An employee returning before or at three (3) months shall return to their former unit and position. An employee returning after three (3) but within six (6) months shall return to a comparable position.

ARTICLE 28. MISCELLANEOUS

Section 1. Equal Opportunity Employment

It is agreed by the Union and the Hospital that the Hospital shall continue its present employment policy in accordance with all local, state, and federal laws; and it is further agreed that neither the Hospital nor the Union shall discriminate against employees on the basis of age, sex, race, creed, national origin, color, disability, or any other legally prohibited basis. Selection and continued employment will be based on qualifications and ability to perform assigned duties and responsibilities. The Hospital may unilaterally implement any and all changes necessary to comply with the Americans with Disabilities Act.

Section 2. Definition of Agency

All references to "Agency" wherever used in this Agreement shall be deemed to include all types of staffing agencies including, but not limited to, local and traveler agencies.

Section 3. Gender Construction

The neutral gender will be used in this Agreement to encompass all nurses, regardless of gender, gender expression, and gender identity.

Section 4. Alteration

This Agreement may be amended at any time during its life upon the mutual consent of the Union and the Hospital. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

Section 5. Separability and Savings

Should any part of this Agreement be declared invalid or in conflict with any law, rule or regulation by any competent authority, the remaining portions of the Agreement shall not be affected, and the parties will negotiate new provisions for those declared to be invalid or in conflict with any law, rule or regulation. However, it is agreed that the Hospital may unilaterally and immediately take whatever steps are necessary to comply with the law.

Section 6. Printing of Agreement

The responsibility for and payment of the cost of a new or revised labor Agreement shall be staggered between the parties every other contract period, with the Hospital having the responsibility for the 2005-2009 contract and the Union for the next contract period and continued in a staggered fashion thereafter.

The responsible party shall provide the other with the opportunity to proofread the Agreement prior to printing and shall supply enough copies for the Union to distribute to its members. The Union requests, but it is not a binding condition that the printing be done by a union shop.

ARTICLE 29. DURATION

This Agreement shall become effective on March 6, 2023 – March 16, 2025, and thereafter shall automatically continue in force in accordance with the National Labor Relations Act, as amended, unless the notices required thereunder are made, including at least a ninety (90) day written notice by either party upon the other party to the contract, of the desire to modify said Agreement and the desire or offer to meet and confer for the purpose of collectively bargaining for a new contract.

IN WITNESS WHEREOF, the parties enter into this Agreement this 19th day of May, 2023.

MEMORANDUM OF UNDERSTANDING A: NURSING SHARED GOVERNANCE

It is understood and agreed by the parties hereto that it is desirable to support the organization's Nursing Shared Governance Model. The purpose of Shared Governance stated in the original CPM Charter document is "to provide a communication and decision-making model which enhances and supports the practice of nursing."

Both parties agree to support the representative structure of the model as defined in the Shared Governance Handbook. This includes definitions of each council and standing committee by clarification of aim, responsibilities, and organization.

It is further understood and agreed that the success of such program is grounded upon the principle that the deliberation and decisions made by such body shall not in any manner amend, add to, or subtract from the provisions of this labor Agreement. Likewise, the deliberations and/or conclusions of these groups shall in no way substitute for processing union-management differences under Article 6, Grievance Procedure, or this contract. Likewise, the parties shall refrain from negotiating or incorporating into their labor Agreement any provision, mandate, or recommendations that establish any control or the appearance of any control over the Nursing Shared Governance Model.

Management will support staff nurse participation in meetings and other activities. Staff time spent in meetings/ activities may occur within or above the RN's FTE of record, based on scheduling needs and taking into consideration the employee's preference.

MEMORANDUM OF UNDERSTANDING B: RESOURCE POOL – OB – PERINATAL SERVICES

- With the addition of the Group Health Cooperative (GHC) patients in 2018 there will be a number of new RN FTE positions available for staff within Perinatal Services. It is the desire of UPH-Meriter and SEIU to provide an opportunity for the staff RNs who are employed in the Resource Pool - OB (and former shared group employees) to afford equal transfer/bidding rights into Labor and Delivery and Post-Partum units in accordance with Article 22, Transfers and Promotions. The MOU will be effective April 19, 2017.

- Vacant positions in Labor and Delivery and Post-Partum will be posted internally and made available to employees who are identified as Resource Pool - OB staff RNs. Resource Pool - OB RNs will be eligible to apply for vacant positions within both Post-Partum and Labor and Delivery at the same time as the vacant positions are available to other bargaining unit staff on the unit with the vacancy. Hiring decisions will be done in accordance with Article 22, Transfers and Promotions.

- Resource Pool - OB employees who apply and are offered a position within either Labor and Delivery or Post-Partum will not be required to serve a new 90-day probationary period. It is agreed that they have demonstrated the requisite skill sets and are able to perform the duties and functions within both departments.

- This Memorandum of understanding does not apply to Perinatal Resource Pool - NICU, Resource Support Units or other Shared RN positions as defined by Appendix L, Shared Staff Program.

MEMORANDUM OF UNDERSTANDING C: HEALTH INSURANCE

UnityPoint Health-Meriter is committed to providing health insurance coverage options to bargaining unit employees.

If, during the term of the collective bargaining agreement Meriter is notified of the discontinuation of one or more of the health insurance plans currently offered to bargaining unit employees, UnityPoint Health-Meriter agrees to provide written notification to the Union regarding such discontinuation and, upon request by the Union, will bargain over the impact of the discontinuation of the plan(s) which includes the terms and conditions of any replacement plan(s).

In the event an additional health insurance plan is offered by Meriter to its classified employees, such plan will be offered, under the same terms and conditions, to bargaining unit employees. Meriter will notify the Union and be available, upon request, to discuss the details of the new health insurance plan with the Union.

Before offering a health insurance plan to only bargaining unit employees, Meriter will provide the Union with notice and an opportunity to bargain over the terms and conditions of such plan(s).

MEMORANDUM OF UNDERSTANDING D: WEEKENDER PROGRAM

Employees who were previously part of the Weekender Program and have opted to voluntarily continue working every weekend without the weekender multiplier as of January 3, 2017 shall be grand-parented into an every weekend position.

It is understood that grand-parented individuals who have opted to assume an FTE which requires additional week day shifts will be scheduled to their FTE of record. Grand-parented employees may also offer additional shifts above their FTE of record during the week.

Up to three (3) times per year, grand-parented employees will not be expected to cover their weekend shifts when taking blocks of PTO greater than or equal to one-half of their FTE of record. Additional requests for weekends off may be allowed on the individual units' ability to accommodate them.

Grand-parented employees will be expected to work the holidays that fall on their weekend. Grand-parented employees, who have an FTE that requires them to be scheduled during the week in addition to their every weekend schedule, will be assigned holidays that fall on their scheduled day(s) to work in accordance with the cycled schedule for weekday shifts.

Other provisions of the contract shall apply.

In the event Meriter decides to reinstate a Weekender Program, the employees who were impacted through the elimination of the Weekender Program in 2016-2017 shall be offered positions prior to positions being posted per Article 22, Transfers and Promotions. The employees shall be offered available Weekender Program positions by bargaining unit seniority.

Aumann, Michelle A.	Beczkiewicz, Duane T.	Brandner, David A.	Eliason, Christine K.
Filbrandt, Paula M.	Follen, Jessica E.	Gutierrez, Victoria	Harting, Mary M.
Horne, Andrea A.	Koenig-Roach, Mary E.	McCaffery-Adam, Brenda L.	McFerren, Jennifer L.
Mitchell, Victoria L.	Obright, Stephanie J.	Polacek, Susan	Schmitz, William

APPENDIX A: VACATION/HOLIDAY REQUEST GUIDELINES

1. Each unit should establish and annually review their vacation/PTO request policies at a staff meeting.

2. Based upon both budgeted and filled FTEs, determine the number of FTEs per position category that can be gone at any time for vacation requests. This would include accommodations for weekends normally worked relative to PTO requests for vacation, as defined in Article 18, Assignment of Staff and Scheduling, Section 2G1, PTO Requests for Vacation, yet still assuring acceptable staffing levels without reliance upon Mobile/Resource or floating personnel (except in cases of leave of absences). These resources may continue to be utilized for filling PTO requests in units that do not have a benefit factor built into their budgeted FTEs.

3. Establish system for receiving requests for designated periods of time. For example:
   Vacation grants will be determined in a three-month time block as follows:

June-July-August	Requests due by February 15. Requests granted by March 1.
September-October-November	Requests due by May 15. Requests granted by June 1.

   a. These dates may be re-evaluated if there are minimal or no requests during those times.
   b. Establish a way to document requests and pertinent details using the appropriate scheduling request methods.

4. Determine maximum number of consecutive and total PTO hours that may be taken within a designated time period. Scheduling should be such that PTO hours should not exceed the employees' FTE per pay period.

5. Determine your decision criteria to address how you will handle the issue of having more requests than can be granted (Please refer to item 7).

6. Determine whether or not you want to incorporate holiday requests into the same time frames. Will the unit base granting requests upon who worked or did not work the previous year or upon seniority strictly?

7. Under circumstances where there is lack of consensus or dispute, seniority will govern as per documented in the Collective Bargaining Agreement (Article 18, Assignment of Staff and Scheduling, Section 2E, Schedule Requests).

8. In general, requests for PTO in periods less than five days (prorated by FTE status) will be granted. However, if a weekend is involved with this request, the employee will be responsible for finding coverage for that weekend.

9. Staff will not be expected to cover their weekends or on-call shifts when taking vacations of five days or more (prorated by FTE status). Adequate weekend coverage should be maintained through limiting total number of requests granted at one time according to item #2 in these guidelines, utilization of unit specific Per Diem staff also according to item #2, and staff volunteering to pick up additional weekends.

10. An additional recommendation for some units would be to use a written ballot in soliciting staff

preferences for establishing their vacation guidelines to assure equal input from all, especially staff who may be unable to attend that particular meeting.

11. Once the vacation/holiday guidelines are determined, they should be clearly posted or distributed to all unit staff. These guidelines will be forwarded to Human Resources which will in turn forward copies to the Union.

APPENDIX B: GUIDELINES FOR SCHEDULED CALL SIGN-UP

1. The call coverage plan will include days of the week, hours of call, types of call, and the average range of call hours per staff.

2. Each unit will meet at least annually to provide input into the call coverage plan and to establish/review guidelines for scheduled call sign-up.

3. Every effort will be made to achieve consensus on sign-up guidelines. In the event consensus is not achieved, approval of sign-up guidelines by a vote of a simple majority of all bargaining unit members will prevail. These guidelines will be forwarded to Human Resources which will in turn forward copies to the Union. Failure to follow the established sign-up guidelines, including self-scheduling for SOC shifts if applicable, will result in SOC shifts being assigned by the manager or their designee, based on open SOC needs, to ensure compliance with the unit's SOC requirements (while still ensuring compliance with Article 18, Assignment of Staff and Scheduling, Section 2, Scheduling, G4, Scheduling Constraints) and safe patient care.

4. In the event significant changes in the call coverage plan is required, a meeting will be held for the purpose of discussing potential alternatives. Staff preferences for call coverage options will be taken into consideration in the final decision.

5. The range for call hours will be recorded in the position control log.

APPENDIX C: WAGE SCHEDULE/PLACEMENT
2023 WAGES-Effective date: 5/29/2023
3% Across the Board Increase + 1.21% Average Annual Step Increase = 4.21% Increase

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
17	$38.99	39.91	40.83	41.79	42.76	43.63	44.67	46.46	47.41	48.44	49.28	49.72	50.20	50.63	51.07	51.49	51.94
23	40.67	41.56	42.53	43.48	44.36	45.33	46.31	48.14	49.05	50.09	50.99	51.47	51.99	52.45	52.89	53.37	53.81
26	43.23	44.22	45.05	45.97	46.88	47.90	48.81	50.67	51.57	52.71	53.62	54.12	54.57	55.06	55.55	56.00	56.47

Class	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	Step 31	Step 32	Step 33	Step 34
17	52.19	52.48	52.74	52.99	53.49	54.01	54.28	54.55	54.81	55.23	55.62	55.92	56.23	56.46	57.04	57.61	57.90
23	54.09	54.35	54.60	54.88	55.42	55.95	56.25	56.53	56.81	57.25	57.67	57.95	58.26	58.53	59.15	59.71	60.01
26	56.79	57.06	57.32	57.62	58.18	58.78	59.04	59.35	59.66	60.11	60.57	60.87	61.18	61.46	62.11	62.71	63.03

Employees promoted from Class 17 to Class 23 or from Class 23 to Class 26 will maintain their salary increase date.

Wage placement schedules for Registered Nurse experience:

No Experience	- Step 1 Rate
At Least 1 Year But Less Than 2 Yrs Experience	- Step 2 Rate
At Least 2 Yrs But Less Than 3 Yrs Experience	- Step 3 Rate
At Least 3 Yrs But Less Than 4 Yrs Experience	- Step 4 Rate
At Least 4 Yrs But Less Than 6 Yrs Experience	- Step 5 Rate
At Least 6 Yrs But Less Than 8 Yrs Experience	- Step 6 Rate
At Least 8 Yrs But Less Than 10 Yrs Experience	- Step 7 Rate
At Least 10 Yrs But Less Than 12 Yrs Experience	- Step 8 Rate
At Least 12 Yrs But Less Than 14 Yrs Experience	- Step 10 Rate
At Least 14 Yrs But Less Than 16 Yrs Experience	- Step 12 Rate
At Least 16 Yrs But Less Than 18 Yrs Experience	- Step 14 Rate
At Least 18 Yrs But Less Than 20 Yrs Experience	- Step 16 Rate
20 Yrs or More Experience	- Step 18 Rate

- Service spent in non-bargaining unit registered nurse positions, including but not limited to line management positions, shall be counted for the purpose of placement in the wage schedule.

- For individuals returning to Meriter Hospital within 12 months from the date of termination or transfer outside of the bargaining unit, wages will be determined by either

total years of nursing experience as defined by the Wage Placement Schedule, or the employee will be placed in the respective step in the contract at the time of termination, which includes time spent within that step, whichever is more beneficial to the employee.

APPENDIX C: WAGE SCHEDULE/PLACEMENT
2023 WAGES-Effective date: 12/11/2023
3% Across the Board Increase + 1.21% Average Annual Step Increase = 4.21% Increase

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
17	$40.16	41.11	42.05	43.04	44.04	44.94	46.01	47.85	48.83	49.89	50.76	51.21	51.71	52.15	52.60	53.03	53.50
23	41.89	42.81	43.81	44.78	45.69	46.69	47.70	49.58	50.52	51.59	52.52	53.01	53.55	54.02	54.48	54.97	55.42
26	44.53	45.55	46.40	47.35	48.29	49.34	50.27	52.19	53.12	54.29	55.23	55.74	56.21	56.71	57.22	57.68	58.16

Class	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	Step 31	Step 32	Step 33	Step 34
17	53.76	54.05	54.32	54.58	55.09	55.63	55.91	56.19	56.45	56.89	57.29	57.60	57.92	58.15	58.75	59.34	59.64
23	55.71	55.98	56.24	56.53	57.08	57.63	57.94	58.23	58.51	58.97	59.40	59.69	60.01	60.29	60.92	61.50	61.81
26	58.49	58.77	59.04	59.35	59.93	60.54	60.81	61.13	61.45	61.91	62.39	62.70	63.02	63.30	63.97	64.59	64.92

Employees promoted from Class 17 to Class 23 or from Class 23 to Class 26 will maintain their salary increase date.

Wage placement schedules for Registered Nurse experience:

No Experience	- Step 1 Rate
At Least 1 Year But Less Than 2 Yrs Experience	- Step 2 Rate
At Least 2 Yrs But Less Than 3 Yrs Experience	- Step 3 Rate
At Least 3 Yrs But Less Than 4 Yrs Experience	- Step 4 Rate
At Least 4 Yrs But Less Than 6 Yrs Experience	- Step 5 Rate
At Least 6 Yrs But Less Than 8 Yrs Experience	- Step 6 Rate
At Least 8 Yrs But Less Than 10 Yrs Experience	- Step 7 Rate
At Least 10 Yrs But Less Than 12 Yrs Experience	- Step 8 Rate
At Least 12 Yrs But Less Than 14 Yrs Experience	- Step 10 Rate
At Least 14 Yrs But Less Than 16 Yrs Experience	- Step 12 Rate
At Least 16 Yrs But Less Than 18 Yrs Experience	- Step 14 Rate
At Least 18 Yrs But Less Than 20 Yrs Experience	- Step 16 Rate
20 Yrs or More Experience	- Step 18 Rate

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- Service spent in non-bargaining unit registered nurse positions, including but not limited to line management positions, shall be counted for the purpose of placement in the wage schedule.

- For individuals returning to Meriter Hospital within 12 months from the date of termination or transfer outside of the bargaining unit, wages will be determined by either

total years of nursing experience as defined by the Wage Placement Schedule, or the employee will be placed in the respective step in the contract at the time of termination, which includes time spent within that step, whichever is more beneficial to the employee.

APPENDIX C: WAGE SCHEDULE/PLACEMENT
2024 WAGES – Effective date: 5/27/24
3% Across the Board Increase + 1.21% Average Annual Step Increase = 4.21% Increase

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
17	$41.36	42.34	43.31	44.33	45.36	46.29	47.39	49.29	50.29	51.39	52.28	52.75	53.26	53.71	54.18	54.62	55.11
23	43.15	44.09	45.12	46.12	47.06	48.09	49.13	51.07	52.04	53.14	54.10	54.60	55.16	55.64	56.11	56.62	57.08
26	45.87	46.92	47.79	48.77	49.74	50.82	51.78	53.76	54.71	55.92	56.89	57.41	57.90	58.41	58.94	59.41	59.90

Class	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	Step 31	Step 32	Step 33	Step 34
17	55.37	55.67	55.95	56.22	56.74	57.30	57.59	57.88	58.14	58.60	59.01	59.33	59.66	59.89	60.51	61.12	61.43
23	57.38	57.66	57.93	58.23	58.79	59.36	59.68	59.98	60.27	60.74	61.18	61.48	61.81	62.10	62.75	63.35	63.66
26	60.24	60.53	60.81	61.13	61.73	62.36	62.63	62.96	63.29	63.77	64.26	64.58	64.91	65.20	65.89	66.53	66.87

Employees promoted from Class 17 to Class 23 or from Class 23 to Class 26 will maintain their salary increase date.

Wage placement schedules for Registered Nurse experience:

No Experience	- Step 1 Rate
At Least 1 Year But Less Than 2 Yrs Experience	- Step 2 Rate
At Least 2 Yrs But Less Than 3 Yrs Experience	- Step 3 Rate
At Least 3 Yrs But Less Than 4 Yrs Experience	- Step 4 Rate
At Least 4 Yrs But Less Than 6 Yrs Experience	- Step 5 Rate
At Least 6 Yrs But Less Than 8 Yrs Experience	- Step 6 Rate
At Least 8 Yrs But Less Than 10 Yrs Experience	- Step 7 Rate
At Least 10 Yrs But Less Than 12 Yrs Experience	- Step 8 Rate
At Least 12 Yrs But Less Than 14 Yrs Experience	- Step 10 Rate
At Least 14 Yrs But Less Than 16 Yrs Experience	- Step 12 Rate
At Least 16 Yrs But Less Than 18 Yrs Experience	- Step 14 Rate
At Least 18 Yrs But Less Than 20 Yrs Experience	- Step 16 Rate
20 Yrs or More Experience	- Step 18 Rate

- Service spent in non-bargaining unit registered nurse positions, including but not limited to line management positions, shall be counted for the purpose of placement in the wage schedule.

- For individuals returning to Meriter Hospital within 12 months from the date of termination or transfer outside of the bargaining unit, wages will be determined by either total years of nursing experience as defined by the Wage Placement Schedule, or the employee will be placed in the respective step in the contract at the time of

termination, which includes time spent within that step, whichever is more beneficial to the employee.

APPENDIX D: PER DIEM PROGRAM

Section 1. Preamble

The Union and Meriter Hospital recognize the need of the Hospital to provide additional staffing resources for a variety of reasons. In order to meet these needs, the parties shall implement a Per Diem Program. The Hospital is committed to the successful implementation and continuation of the Per Diem Program.

Section 2. Options

	PER DIEM LEVEL 1	PER DIEM LEVEL 2	PER DIEM LEVEL 3	PER DIEM LEVEL 4
How Granted	Will be posted, assigned according to Article 22, Transfers and Promotions, Section 2, Transfers and Promotions	Will be posted, assigned according to Article 22, Transfers and Promotions, Section 2, Transfers and Promotions	Will be posted, assigned according to Article 22, Transfers and Promotions, Section 2, Transfers and Promotions	Position will not be posted; will be awarded on a first come/first served basis, based on manager/scheduler discretion and employee/unit need. Position control and unit need determine the availability of these positions.
Scheduling Requirement	Minimum 16 hr availability in a 4-week schedule. For units open on the weekend, minimum 16 hr availability with 2 weekend shifts required in 4-week schedule. Shift lengths can be 4, 8, or 12 hours. 4-hour shifts can only be at 1500 or 1900. Availability must be submitted following unit	Minimum 48 hr availability with 4 weekend shifts required in a 4-week schedule. No more than 2 weekend shifts will be scheduled unless otherwise requested by the employee. Shift lengths can be 4, 8, or 12 hours. 4-hour shifts can only be at 1500 or 1900. Two times per calendar year may	Minimum of 48 hours scheduled in a 4-week schedule, including a minimum of 2 shifts on the same weekend (8 or 12-hour shifts) and a minimum of 8 hours in off-shifts. Weekend availability must be submitted by request deadline. Remaining required shifts will be selected after benefit eligible, non-benefit	Minimum of 60 hours scheduled in a 4-week schedule. Start times of 1500, 1900, or 2300. Shift lengths of 4, 8, or 12 hours. At least 24 hours will be scheduled on Friday (1500 or later), Saturday, or Sunday. Schedules submitted monthly, quarterly,

	PER DIEM LEVEL 1	PER DIEM LEVEL 2	PER DIEM LEVEL 3	PER DIEM LEVEL 4
	scheduling practices (e.g., during self-scheduling, or by request deadline).	reduce the minimum hour requirement to 24 hours, however, the weekend and holiday requirement must be maintained. Availability must be submitted following unit scheduling practices (e.g., during self-scheduling, or by request deadline).	eligible, and variable (benefit eligible and non-benefit eligible) employees have been scheduled. Shift lengths can be 4, 8, or 12 hours. 4-hour shifts can only be at 1500 or 1900.	or up to 6 months in advance; this is determined with the Manager/CSO partner at the time of hire.
Sequence of Scheduling	Once all benefit eligible, non-benefit eligible, and variable (benefit eligible and non-benefit eligible) employees have been scheduled, Per Diem employees will be scheduled based on their availability and based on unit need, according to unit scheduling practices.	Once all benefit eligible, non-benefit eligible, and variable (benefit eligible and non-benefit eligible) employees have been scheduled, Per Diem employees will be scheduled based on their availability and based on unit need, according to unit scheduling practices.	Weekend availability must be submitted by request deadline. Remaining required shifts will be selected after benefit eligible, non-benefit eligible, and variable (benefit eligible and non-benefit eligible) employees have been scheduled.	Scheduled at same time all other unit staff are scheduled (not scheduled after all other unit staff have been scheduled).
Sequence of Call Off	Per Diem staff will be called off before all benefit eligible, non-benefit eligible, and variable (benefit	Per Diem staff will be called off before all benefit eligible, non-benefit eligible, and variable (benefit	Per Diem staff will be called off before all benefit eligible, non-benefit eligible, and variable (benefit	Per Diem staff will be called off before all benefit eligible, non-benefit eligible, and variable (benefit

	PER DIEM LEVEL 1	PER DIEM LEVEL 2	PER DIEM LEVEL 3	PER DIEM LEVEL 4
	eligible and non-benefit eligible) staff.	eligible and non-benefit eligible) staff.	eligible and non-benefit eligible) staff.	eligible and non-benefit eligible) staff.
Sequence of Floating	Per Diem staff will be floated prior to regular staff within the floating cluster as defined by the Cluster Floating Task Force.	Per Diem staff will be floated prior to regular staff within the floating cluster as defined by the Cluster Floating Task Force.	Per Diem staff will be floated prior to regular staff within the floating cluster as defined by the Cluster Floating Task Force.	Per Diem staff will be floated prior to regular staff within the floating cluster as defined by the Cluster Floating Task Force.
Holiday Availability Requirement	No holiday requirement.	2 holidays availability required: one winter and one summer.	No holiday requirement.	No holiday requirement.
Holiday Pay	Holiday pay at 1.5 x base plus differentials and premiums, bonuses.	Holiday pay at 1.5 x base x multiplier.	Holiday pay at 1.5 x base x multiplier plus differentials, premiums, and bonuses.	Holiday pay at 1.5 x base x multiplier plus differentials, premiums, and bonuses.
Off Shift Requirement (defined as a shift starting after 1500)	No off shift requirement.	25 – 30% of available hours are off shift and/or weekend shifts.	8 hours (exclusive of the weekend requirement) in a 4-week schedule must be off-shift(s).	100% of shifts are off shift and/or weekend shifts.
Wage Placement	Current wage scale; progress on wage scale per current practice.	Wage scale x 1.25; progress on wage scale per current practice.	Wage scale x 1.25; progress on wage scale per current practice.	Wage scale x 1.25; progress on wage scale per current practice.
Benefits	None	None	None	None
Call Requirements	Required AOC.	Required AOC.	Required AOC	Required AOC
Per Diem Stipend	$2.00/hr. for all shifts per schedule.	None	None	None
Premiums and Differentials	All differentials, premiums (except as identified below) and bonuses. Eligible for	Charge RN differential. Eligible for incentives after they have been scheduled the	All differentials and bonuses. Eligible for incentives after they have been scheduled the	All differentials and bonuses. Eligible for incentives after they have been scheduled the

	PER DIEM LEVEL 1	PER DIEM LEVEL 2	PER DIEM LEVEL 3	PER DIEM LEVEL 4
	incentives after they have been scheduled the minimum required hours.	minimum required hours.	minimum required hours.	minimum required hours.
Not Eligible For	Weekend Variation Pay and Friday night before weekend off premium.	Differentials, premiums or bonuses (built into multiplier), Weekend Variation pay, and Friday night before weekend off premium.	Premiums, including but not limited to: Weekend Variation Pay, Friday night before weekend off	Premiums, including but not limited to: Weekend Variation Pay, Friday night before weekend off
Bargaining Unit Member	Yes	Yes	Yes	Yes
Bargaining Unit Seniority	Accrued per Article 8, Bargaining Unit Seniority	Accrued per Article 8, Bargaining Unit Seniority	Accrued per Article 8, Bargaining Unit Seniority	Accrued per Article 8, Bargaining Unit Seniority
Overtime Pay Status	8/80 or 40-hour work week.	8/80 or 40-hour work week.	8/80 or 40-hour work week.	8/80 or 40-hour work week.
Reclassification	If falling below minimum availability requirements or failure to submit calendars for one quarter, employee may be terminated from the program.	If falling below minimum availability, including all scheduling requirements (holidays, off shifts, etc.), for one quarter, employees will be reclassified to a Per Diem 1 for six (6) months, but still need to meet the holiday and off shift requirement of a Per Diem 2 for the remainder of that calendar year. If failing to submit calendars for one quarter employee	If falling below minimum required shifts scheduled for one quarter, employee may be terminated from the program.	If falling below minimum required shifts scheduled for one quarter, employee may be terminated from the program.

	PER DIEM LEVEL 1	PER DIEM LEVEL 2	PER DIEM LEVEL 3	PER DIEM LEVEL 4
		may be terminated from the program.		
Weekend and Holiday granting off	Not eligible	Not eligible	Not eligible	Not eligible

Section 3. Selection of Options

Per Diem staff in Level 1, 2, or 3 who want to change their option will notify Management in writing during the semi-annual FTE increase/decrease timeline. Such a request shall not be unreasonably denied. Level 2 Per Diem staff must still meet their holiday requirement for the remainder of the holiday calendar year when changing to Level 1 or Level 3 Per Diem. Per Diem staff in Level 4 may only move to a level 1, Level 2, or Level 3 position per the job posting procedure in Article 22, Transfers and Promotions, Section 2, Transfers and Promotions.

Section 4. Program Requirements

a. Per Diem Staff may be allowed to work in more than one designated service area as long as competencies are maintained.

b. A minimum of one year prior nursing experience is required within the clinical area.

c. Per Diem staff will have no guaranteed hours.
d. Regulatory requirements, annual performance evaluations, and required education shall be completed by the applicable deadlines.

Section 5. Operations

a. Availability for weekend shifts for scheduling purposes only is from Friday PM (1500) through Sunday PM (2300). Based on individual unit need, the nurse manager/scheduler could determine that Sunday night shift (2300-0700) would meet the weekend availability requirement.

b. Per Diem nurses shall progress along the wage scale within each year of hospital service.

Section 6. In-service Education

Per Diem staff participation in In-service/Education programs, if requested by management, shall be paid at the base rate of pay.

Section 7. Measures of Success

- Ability to recruit into the program.
- Maintain or reduce agency staff utilization.

- Unit staff satisfaction with schedules post implementation.
- Manager satisfaction with the impact of the PER DIEM Program on staffing and scheduling.
- Unit schedules posted with less open shifts/unfilled needs.
- Decrease overtime and extra shifts.

APPENDIX E: RECOGNIZED CERTIFICATION PROGRAMS

AACE-ASPO	Lamaze Certification in Childbirth Education
CARN	National League for Nursing Certification for Addictions Nursing
CCRN	American Association for Critical Care Nurses Adult Critical-Care Nursing Neonatal Critical-Care Nursing Pediatric Critical-Care Nursing
CDE	American Association of Diabetic Educators
C-EFM	Certificate of Added Qualification – Electronic Fetal Monitoring
CEN	Emergency Nurse Association
CGRN	Society of Gastroenterology Nurses and Associates
CIC	Infection Control
CRN	Intravenous Nurses Society
IBCLC	International Board of Lactation Consultants Examiners
CHN	Nephrology Nursing Certification in Hemodialysis
CPD	Nephrology Nursing Certification in Peritoneal Dialysis
CNN	American Nephrology Nurses Association
CNRN	American Association of Neuroscience Nurses
OCN	Oncology Nurses Society
CRNO	American Society Ophthalmic Registered Nurses
ONC	National Association of Orthopedic Nurses
FAAPM	American Academy of Pain Management
CNOR	Association Operating Room Nurses
CPSN	American Society of Plastic and Reconstructive Surgical Nurses
CPAN	American Society of Post Anesthesia Nurses
CRRN	Association of Rehabilitation Nurses
CURN	American Board of Urologic Allied Health Professionals
RNC	National Certification Corporation for Obstetric, Gynecologic, and Neonatal Nursing Specialists: Inpatient Obstetric Nurse Neonatal Intensive Care Nurse Low-Risk Neonatal Nurse Reproductive Endocrinology/Infertility Nurse Ambulatory Women's Care Nurse Maternal Newborn Nurse
Certified	American Nurse Association General Nursing Practice Perinatal Nurse High-Risk Perinatal Nurse Maternal-Child Nurse Pediatric Nurse Medical Surgical Nurse

NOTE: Most organizations on this list conduct their certification examinations through separately

established boards or corporations.

APPENDIX F: EXTRA SHIFTS PROCEDURES

1. All staff shall be scheduled to their FTE of record first and shall not be negatively impacted by supplemental staffing. Per Diem will be scheduled prior to extra shifts being awarded.

2. Staff wanting to work above their FTE of record may submit their request, in writing, to the Nurse Manager (or designee) or may sign up per unit practice. Requests will include general availability to cover desired shifts, rotation(s), weekend coverage, double backs, etc. These requests will be placed on the schedule at the time of posting.

3. The schedule with extra shifts available will be posted. After the posting:
   a. All unit staff shall have the opportunity to sign up for extra shifts.
   b. Bargaining unit seniority prevails when two or more staff sign up for the same shift, however, the Nurse Manager or designee will make final determinations based on regular FTE staff bargaining unit seniority with overtime being the last option exercised.
   c. Short Notice Call-In shifts will be awarded on a first-come, first-served basis.

4. All extra shifts will be clearly marked on the schedule as extra shifts.

5. Additional scheduling needs may remain posted for any employee across the house with the appropriate skill set to pick up on a first-come, first-serve basis. In case of dispute, the employee who first indicated their availability will be scheduled with consideration given for recent overtime exposure.

6. Any staff member working above their FTE of record or any agency staff shall not negatively impact staff members working their FTE of record. (i.e. the staff member working their FTE of record will continue to work their shift to reach their FTE of record)

7. If staff working extra shifts are not needed, they may be floated, placed on-call, or called off based on patient care needs.

8. If both floating and Availability On-Call (AOC) are needed, extra shift employees will choose to float or be on AOC by seniority.

9. Extra shift employees shall not be called in to float. An extra shift employee may be floated at the start of the shift or at the shift break points (e.g. 1500, 1900, 2300), within the floating cluster as a single float only (may be returned to home unit only). Extra shift floats shall be recorded on a separate float log on the home unit. The Nurse Manager or designee shall determine the length of the float.

10. An extra shift employee may be required to be on Availability On-Call (AOC) provided that volunteers have been solicited from unit staff and there are no unit volunteers. In the event there are more extra shift employees scheduled than are needed, and there are no unit volunteers, AOC will be assigned to extra shift staff by inverse bargaining unit seniority. Required AOC during an extra shift will not count as a mandate off under short term census fluctuations. The notice requirements in Article 26, On Call Systems, Section 5, Other Authorized Call, B., Availability Call (AOC) does not

apply to this Appendix.

11. If extra staff are still available, unit staff shall be called off in the following order assuming that all requisite skill set(s) have been met. The order of call off is as follows:

    - Non-contracted Agency staff
    - Overtime and/or premium pay shifts for unit based or non-unit based extra shift staff
    - Overtime and/or premium pay shifts above FTE of record for unit-based staff
    - Extra shifts filled by non-unit based staff
    - Extra shifts filled by unit staff by inverse seniority
    - Per Diem staff
    - Variable shifts will be floated, placed on AOC, or canceled
    - Contracted Agency staff

12. When staff scheduled to work an approved extra shift are called off or placed on call, staff shall have the option of using PTO, as long as OT is not incurred. (Even if this results in FTE greater than FTE of record). Staff are required to take PTO if calling in sick on a day they were designated to work extra, except for weekenders.

13. If an employee picks up an extra shift, and such shift does not result in overtime (excluding incidental overtime), premiums, or incentives, the employee may request an attendance credit towards the Attendance policy in the following manner: any extra shift less than or equal to four (4) hours will result in ½ an occurrence being credited towards the attendance policy. Any extra shift greater than four (4) hours will result in one (1) occurrence credited towards the attendance policy. An employee may not use this option for more than two (2) total occurrences in a rolling twelve (12) month period. Permanent night employees may use this option up to three (3) total occurrences in a rolling twelve (12) month period.

    Employees must notify their manager or designee at the time the extra shift is picked up.

    Per Diem employees will be eligible for this credit.

    This section does not apply to those employees that pick up an extra shift for another employee. The extra shift must be a need of the hospital for a published schedule.

APPENDIX G: PILOT FRAMEWORK

PILOT FRAMEWORK:

Statement of Purpose: The purpose includes the overall goal of the pilot, the unit(s), and/or staff impacted and the reasons prompting the pilot.

Measures of Success: Measures may include, but are not limited to, some or all of the following:

- Staff satisfaction-pre and post implementation
- Manager satisfaction related to ability to staff and schedule
- Impact on recruitment
- Turnover and vacancy rates
- Nursing hours per patient day
- Salary costs
- Overtime utilization
- Supplemental staff utilization (extra shifts, agency use, etc.)

Pilot Parameters/Operational Issues: The parameters of any scheduling pilot shall adhere to the Collective Bargaining Agreement between Meriter Hospital and the Union. Appropriate pilot parameters may include but are not limited to:

- Length of pilot
- Number of positions and/or FTE impacted
- Staff qualifications
- Orientation
- Competencies required
- Schedules
- Guidelines for floating, low census, vacation, holiday, on call, etc.

Pilot Evaluation: The Unit Work Design Team or the Pilot Implementation Teams shall establish a timeframe for evaluation; collect and analyze data related to the measures of success and make recommendations for continuation, revision or elimination of the pilot to management. A copy of this evaluation will be forwarded to Scheduling Solutions Committee for learning purposes.

APPENDIX H: PRN NURSE ROLE

This Appendix serves as management's commitment regarding the PRN Nurse role. The PRN Nurse, under the direction and supervision of the Mobile Unit Nurse Manager and/or the Nursing Administrative Coordinator, will assist in resource support and clinical technical support for the clinical units. The PRN Nurse will provide hospital-wide and unit support activities to support and facilitate effective patient care. This position exists to address changes in unit activity or patient acuity within a shift. The nurse in this position will not normally assume a routine patient assignment; however under certain circumstances a patient assignment may be appropriate. It is understood that the Hospital may, at its sole discretion, eliminate, improve, reduce or expand this program. Before eliminating the program the Hospital will provide the Union with thirty (30) days written notice of its proposed action and upon request will meet and discuss the changes with the Union.

The PRN Nurse performs those patient care procedures and skills acquired through professional nurse education. The PRN Nurse provides direct nursing care and assumes all responsibilities as described in the Registered Nurse – Position Description. PRN nursing staff are expected to care for patients of all ages – from neonatal to adults.

The PRN nursing staff will provide support to patients by:

- Providing quality nursing care that is knowledgeable and restores and promotes health.
- Working with unit staff to solve patient care issues and provide assistance that minimizes disruption in patient care continuity.
- Trying to minimize the impact of staffing problems by providing quality patient care.

The PRN nursing staff will provide support to nursing staff on various units by:

- Helping maintain a high quality of patient care on units with increased census or changing patient care needs.
- Acting as a resource in the care of a variety of patients.
- Assist unit staff in resolving identified problems.

The staff nurse in the PRN role must:

- Have achieved a competent level of general nursing skills.
- Have a general understanding of critical care, medical/surgical, psychiatric, pediatric, and maternal/child nursing.
- Completed Critical Care 1 and Introduction to Arrhythmias Course, and may be required to be ACLS and PALS certified.
- Be flexible in scheduling of hours and be able to function on all nursing units after orientation, excluding dialysis and OR.

Specific PRN Nurse Duties:

- Assist unit staff with unexpected admissions.
- Support "novice" staff with procedures.
- Transport of patients requiring RN observation/assessment/monitoring.
- Post operation surgical assessments.
- Short-term patient care assignments as assigned by the NAC.
- Respond to all Medical Emergencies and Behavioral Emergencies. Duties will be directed by the

NAC as needed.

- Episodic relief of staff for meal break.

Ongoing monitoring with regards to appropriate utilization of the PRN role will be determined through a periodic survey of staff and unit managers. In the event the hours of the PRN coverage are expanded, these additional hours will be based on patient activity trends.

APPENDIX I: VARIABLE FTE Program Operational Guidelines

	VARIABLE UNIT BASED	
Scheduling Requirement	Schedules will be integrated with the home unit schedules. Dedicated and variable shifts will be clearly identified on the schedule.	
Scheduling	Dedicated FTE: Work scheduled shifts Variable FTE: May be scheduled to work to high end of variable range.	
Sequence of Call-off	Agency, Per Diem, dedicated and variable staff extra shifts, variable shifts, dedicated staff according to CCL. Mobile Unit staff (dedicated FTE) will have priority to work before any variable shifts.	
On-Call Pay	Not eligible for call pay on dedicated and variable scheduled shifts	
AOC	Variable shifts can be placed on AOC; AOC is voluntary, per unit guidelines, for any shifts beyond dedicated and variable shifts; rate of pay is the same as non-variable employees (i.e. not eligible for variable differential for any shifts beyond dedicated and variable shifts)	
0.37	Variable shifts will float before any dedicated staff within the cluster. Dedicated shifts will be floated within the home unit and cluster floating guidelines.	
Manager	Unit Nurse Manager	
Vacation and Holiday Guidelines (use of PTO)	As per unit	
Holiday Pay	Eligible	
LCD	Dedicated unit staff may identify a desire for an LCD shift in advance. Management will consider the request before "calling off" variable shift staff. Such requests will not be unreasonably denied.	
Variable Premium for hours scheduled by manager w/in variable FTE of record	$3.00/hour	
Extra Shifts > scheduled shifts	No variable premium	
Shift Differentials Shift Premiums Shift Bonuses	Same as other regular part-time employees	
Eligibility for Overtime	8/80 or 40-hour work week	
Wage Scale	Current wage scale; progress on wage scale per current practice	
	Non-Benefit Eligible	Benefit Eligible
Variable Ranges	0.1-0.3 0.1-0.4	0.5–0.7 0.5-0.8

	VARIABLE UNIT BASED	
	0.2-0.4	0.6-0.8 0.6-0.9 0.7-0.9 0.7-1.0 0.8-1.0
Weekend Requirements	2 adjacent or non-adjacent weekend shifts per schedule "consistently" scheduled (designated weekend shifts are Fri PM – Sun PM)	Based on position control
Retirement Eligibility	Per Article 24, Benefits, Section 7, Retirement Program	Per Article 24, Benefits, Section 7, Retirement Program
Insurance (Dental, Health, Life)	Not Eligible	Eligible
Unavailability Requests	Per unit guidelines The Hospital may deny unavailability requests that, when combined with requested and approved PTO, would prevent scheduling an employee to their full FTE, including variable, during a pay period.	Per unit guidelines The Hospital may deny unavailability requests that, when combined with requested and approved PTO, would prevent scheduling an employee to their full FTE, including variable, during a pay period.
Paid Time Off (PTO)	**Pre-Schedule Publish:** Required to use PTO to base FTE of record for vacation requests. At the time of the request, may elect to use PTO to high end of variable or indicate their preference to take their variable hours unpaid; if no preference is indicated at the time of the request, may be scheduled into variable FTE hours during the pay period. **Post-Schedule Publish:** If give away/offer a designated shift after the schedule is published, required to use PTO, subject to Article 24, Benefits, Section 10, Paid Time Off, G.7. If give away/offer a variable shift after the schedule is published, have option of using PTO or being unpaid for shift.	**Pre-Schedule Publish:** Required to use PTO to base FTE of record for vacation requests. At the time of the request, may elect to use PTO to high end of variable or indicate their preference to take their variable hours unpaid; if no preference is indicated at the time of the request, may be scheduled into variable FTE hours during the pay period. **Post-Schedule Publish:** If give away/offer a designated shift after the schedule is published, required to use PTO, subject to Article 24, Benefits, Section 10, Paid Time Off, G.7. If give away/offer a variable shift after the schedule is published, have option of using PTO or being unpaid for shift.

		VARIABLE UNIT BASED	
SeniorityBenefits (22/25 yr employees)	Call	Not Eligible for benefits related to reduced call	
	Weekends Off	Not Eligible	Eligible
	Holidays Off	Eligible	Eligible
	Change of Status w/in Unit	Holiday benefit maintained	Holiday and weekend benefit maintained with Change of Status w/in unit.
Short Term and Long-Term Disability		Not Eligible	Eligible Paid based on base FTE of record
Attendance Policy		Based on higher end of variable	Based on higher end of variable
Tuition Assistance		Based on higher end of variable	Based on higher end of variable
Remove Variable Designation*		Send request to your manager to remove variable designation. Requests may only be to their core FTE. Requests will be reviewed for impact on position control, unit needs, and employee benefits eligibility. Requests will not be unreasonably denied.	

*Note: a request to be removed from a variable position does not constitute a new position, therefore Article 22, Transfers and Promotions, Section 2, Transfers and Promotions, and Section 5, Change of FTE Status and/or Shift Within a Nursing Unit on transfers and FTE changes does not apply to these situations.

APPENDIX J: CLUSTER FLOATING TASK FORCE

This side letter is entered into by mutual agreement of the parties, Meriter Hospital and the Union. The parties agree to continue the Cluster Floating Task Force to further refine the concept of cluster floating. This Task Force shall be composed of five (5) managers and seven (7) bargaining unit staff representatives, appointed by the Union, from Perioperative Services (at least 1 bargaining unit RN), Behavioral Services (at least 1 bargaining unit RN), Medical/Surgical/Critical Care Services (at least 3 bargaining unit RNs), Resource Support (Mobile Unit) (at least 1 bargaining unit RN) and Perinatal Services (at least 1 bargaining unit RN) to adequately represent staff from specialty units. Meetings, scheduled in advance, may occur within RN's FTE of record. The Task Force will meet at least quarterly or as often as reasonably needed to complete its work. The Task Force will report annually to UP/NAC. The parties agree there is a shared responsibility between the Hospital and the employees to maintain clinical competencies for the cluster. The Task Force's work will include the following:

- Review the current cluster groupings and modify as needed,
- Identify appropriate cluster for a new unit,
- Establish the appropriate level of training and orientation needed for a cluster grouping,
- Maintain the practice of no house-wide floating. Continue the practice of cluster floating with the exception of selected units. The NAC will determine when one of these selected units has the capacity for floating for brief periods of time.
- Establish details of a cross-training pilot program, as outlined in Attachment 2 of this Appendix. Cross-trained staff may float out of turn when floating to the cross-trained unit.
- Maintain an ongoing system for continual monitoring, evaluating and improving the cluster floating process including but not limited to:
    a. The effective use of designated nurse on a receiving unit serving as a mentor and advocate for a floated RN;
    b. The appropriateness of floating assignments;
    c. Update the floating feedback form to include questions related to admissions and discharges;
    d. Develop a process for deployment of unit education tip sheets.
- Whenever possible, competencies will be maintained within the RN's FTE of record,
- Each unit will have a tip sheet available that will include a description of unit documentation, flow sheets, unit routines, and other unit specific information,
- An RN may elect to float beyond the cluster as long as competencies are maintained,
- Nurses who float will be provided a tip sheet, a "buddy", and an appropriate (thoughtful) assignment,
- Floating Feedback forms shall be submitted electronically to the Co-chairs of the Taskforce,
- If anytime during a float an employee has a concern or question (e.g. discharge process, education, etc.) the assigned buddy will serve as a resource/mentor.

The maximum number of units in a cluster grouping shall be as follows:

Home Unit	Maximum Units in a Cluster
Perinatal Clinic	0
AMCES	0
Emergency Services	0
Operating Room	1
Perinatal Services (Labor and Delivery/Antepartum)	1
Perinatal Services (Postpartum)	1
Adult Psychiatry	1
Child and Adolescent Psychiatry	1
Digestive Health	3
NICU	1
AM Admit	3
Surgical Short Stay	3
PACU	2
ICU	2
Heart and Vascular Short Stay	3
Heart and Vascular	3
6 Tower	3
8 Atrium/IMCU	3
8 Tower	3
9 Tower	3
Infusions	3

It is agreed that the Resource/Mobile Unit and the Perinatal Pool assignments are excluded from cluster groups and not applicable to this provision.

SHORT-TERM ASSIGNMENTS (Attachment to Appendix J)

Definition: Short-term assignments are not for day-to-day floats and are by definition, temporary. These guidelines are for the purpose of longer-term assignments for defined periods of time. The intent is for employees, units, and patients to have consistency in assignments. Nothing in these guidelines may abrogate contract rights or language.

IMPLEMENTATION:

A. When it could occur - Home or Receiving Unit

1. Home Unit: Excess staff, low census (predictable or prolonged) with increase in floating and/or low census days (LCD).
2. Receiving Unit: Staffing needs due to Leave of Absence (LOA), vacant positions, or unplanned increase in census.

B. Benefits

1. Continuity of care for patients.
2. Predictable assignments for staff.
3. Decrease in LCDs or floating on home unit.
4. Decrease in mandated extra hours and overtime on receiving unit.

C. Process

1. The need is identified by Management and an assessment done to determine feasibility.
2. Review staffing, can employees increase their hours; or is the need of the Hospital best met by short-term assignment; consider Mobile Unit availability for short-term assignment.
3. Reach agreement regarding length of assignment.
4. Communicate to both home and receiving units the need for short-term assignment.
5. Discuss the effects on both units with staff.
6. Seek willing and qualified nurses; this may be through posting on the unit, or first volunteer depending on the urgency of the staffing need.
7. Nurses will be selected based on skill, rotation, schedule constraints with the intent that staff on the receiving unit would not be negatively impacted.
8. Management on both units assesses staffing throughout the assignment and make decisions regarding the need to continue or terminate the assignment.

D. Effects on Employee, Home, and Receiving Units

1. Employee receives orientation on receiving unit based on employee's needs.
2. The employee remains an employee of their home unit.
3. Already approved PTO is worked out prior to transfer.
4. PTO requests while on short-term assignment are handled by the receiving unit.
5. Employee returns to usual schedule upon return to home unit.
6. If there is excess staff on the receiving unit that will cause a Low Census Day mandate on any given day, the short-term assignment person will "float" back to their home unit first. If the home unit does not need one more staff, the short-term assignment person will slot into their home unit's floating/LCD sequence, or follow whatever their home unit has agreed to in such instances.
7. If the short-term assignment person is a displaced person with no home unit, they will slot into the receiving unit's float/LCD sequence.
8. Charge assignments should not be routine. Employee and unit needs to be assessed by management.
9. Corrective issues will be coordinated by receiving and home units.

E. Proposed guidelines are to be reviewed by all units at a staff meeting.

CROSS-TRAINING (Attachment #2 to Appendix J)

The Cluster Floating Task Force will provide oversight to the cross-training pilot program, which will include, but not be limited to establishing program triggers, soliciting volunteers, and developing a program evaluation process. This document is a framework for the cross-training process and outlines the expectations for the stakeholders in this pilot program.

Cross-Training Process

- Cross-training is voluntary.
- Purpose is to provide opportunities for nurses on units experiencing prolonged low census or periodic low census trends.
- RNs interested in pursuing cross training will be provided the opportunity to shadow prior to committing to cross-training (on non-paid status).
- Cross-training commitments will be evaluated on a regular basis by the cross-trained RN, and unit managers.
- There is a minimum commitment of one year to be accepted into the Cross-training program; however cross-trained RNs may leave the program prior to the one-year commitment and/or at any time following completion of one year with mutual agreement between the RN and the leaders of both the home unit and the cross-trained unit.
- The managers and RN will develop and complete an individualized orientation plan.
- The Cluster Floating Task Force will collaborate with the Professional Development and Education Committee to determine eligibility for clinical ladder recognition.
- Newly transferred RNs shall be offered the opportunity to consider cross-training upon completion of their unit orientation period.

Cross-Trained Nurses

- Have an interest in and have prior experience with the patient population, or a similar skill set, of the unit they are cross-training to. No more than one (1) to two (2) orientation shifts are required to be able to care for the patient population.
- Maintain cross-trained status by completing annual core/critical competencies of the cross–trained unit.
- Will float out of turn to cross-trained unit when needed.
- Can be assigned to the cross-trained unit on a short term basis (See Short Term Assignment Appendix J, Attachment 1, Short Term Assignments).
- May pick up extra shifts on the cross-trained unit.
- Will only cross-train to one other unit.
- May choose to opt out of the cross-training commitment annually or upon mutual agreement between the leaders of the home unit and the cross-trained unit on/before that date.
- Collaborate with managers to achieve a scheduled shift at least quarterly, such as scheduling a shift on the first schedule for the quarter and then evaluating the need for an additional shift on the third schedule of the quarter if warranted.

Home Unit Managers

- Maintain employee schedule, including vacation, education, and unavailability requests.
- Communicate with cross-trained unit's manager to ensure satisfactory performance.
- Conduct periodic check-ins with employee to ensure cross-training experience remains satisfactory and employee sustains competency on home and cross-trained units.
- Discuss opportunity for cross-training with newly transferred RNs at the completion of the orientation period.

Cross-Trained Unit Managers

- Communicate core and critical competencies at least annually and with major care model changes, including required in-services and education.
- Add cross-trained staff to medication dispensing system, electronic medical record, newsletter, and shift need communications.
- The staff mix will be taken into consideration when making decisions to utilize cross-trained RNs.
- Collaborate with home unit manager regarding schedule needs/education etc.

Nursing Administrative Coordinators

- Manage day to day utilization of cross-trained employee.
- Communicate with home unit manager and cross-trained unit manager if issues arise with cross-training.
- Maintain cross-trained information in the Hospital's timekeeping system.

Cross-Trained Unit Charge RN

- Makes thoughtful assignment.
- Establishes unit resource RN for the shift.
- Communicates established lunch/break plan.

APPENDIX K: Child and Adolescent Psychiatry Seasonal FTE Program

The parties recognize because of staffing and recruitment needs, innovative programs may be necessary to recruit and retain qualified nursing personnel. The Child and Adolescent Psychiatry Seasonal FTE Program has been developed by the parties in order to address these concerns. It is understood that the Hospital may, after discussions with the Union and the Child and Adolescent Psychiatry Work Design Team about the impact of the Hospital's decision, eliminate, improve or expand this program. Before eliminating the program the Hospital will provide the Union with sixty (60) days written notice of its proposed action, and upon request, will meet and discuss the changes with the Union.

Definition of an RN Seasonal FTE	Position works 0.7, 0.8, 0.9, or 1.0 from first payroll period in September through first payroll period in June each year ("the season"). When not scheduled during the summer, the staff person is not scheduled but may choose to work to cover needs, work extra, or work for others. ***Due to scheduled payroll dates, actual dates are not listed. In the event dates need to be modified to meet the needs of the unit and patient care, employees will be notified in writing by February 1.***
Scheduling Requirement	FTE as above, could include rotating shifts and includes every other weekend and holidays as defined in the contract. Required to submit availability for 2 shifts between Friday day shift through Sunday night shift during each 4-week schedule during the summer.
Schedule Requests	In accordance with unit guidelines.
On-Call Requirements	May volunteer for AOC in accordance with unit guidelines.
Scheduling Constraints	In accordance with the contract for scheduling of regular or regular part-time employees.
Floating	Floats in accordance with unit guidelines.
Vacation Request	Based on FTE of record in accordance with the contract and unit guidelines.
Holiday Requirements **Unit Guidelines**	May be scheduled to work up to three Holidays (Thanksgiving, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day; and Memorial Day).

	Would not be required to be scheduled for July 4th or Labor Day.
Overtime Pay Status	8/80 hour work week or 12/40 hour work week.
FTE Designation	1.0 for 40 weeks: 0.0 for 12 weeks 0.9 for 40 weeks: 0.0 for 12 weeks 0.8 for 40 weeks: 0.0 for 12 weeks 0.7 for 40 weeks: 0.0 for 12 weeks
Salary Placement	In accordance with Appendix C Wage Schedule Placement.
Benefits (Health, Dental, Vision, and Life)	Eligible for benefits offered to Regular part-time employees. Note: Employees are responsible for paying the employee portion of the insurance premium(s) over the twelve-week period. Employee options for premium payment include: 1. Deducted from PTO balance 2. Personal Check Premiums may be pre-paid for the 12-week period.
Short Term Medical Disability	Eligible to participate upon returning to work for the season.
Retirement Eligibility	Per Article 24, Benefits, Section 7, Retirement Program
Bargaining Unit Status (Seniority)	Bargaining unit member. No loss of bargaining unit seniority during the summer months (approximately 12 weeks).
Compensation: Premiums and Differentials	Eligible for premiums and differentials offered to employees per contract.
Competencies and Computer Based Learning Modules	Employees are required to re-orient to the unit prior to restarting each season. Re-orientation would include the following: 1. Completion of CBLs 2. Review of meeting minutes for unit updates and changes 3. Meet with Nurse Manager or ANM to identify specific learning needs or gaps which may have occurred during the time off.

APPENDIX L: SHARED STAFF PROGRAM

The parties recognize because of staffing and recruitment needs of the Hospital, innovative programs may be necessary to recruit and retain qualified nursing personnel. The Shared Staff Program has been developed by the parties in order to address these concerns. It is understood that the Hospital may, at its sole discretion, eliminate, improve, or expand this program completely or on a unit by unit basis. Before eliminating the program the Hospital will provide the Union with thirty (30) days' written notice of its proposed action, and upon request, will meet and discuss the changes with the Union.

Program Definition	Shared staff will be hired into an FTE of record with a home unit and a minimum of one (1) partner unit(s). A shared position may be assigned to work in a maximum of three (3) total units. When the position is posted, it will identify the home and partner unit(s). Shared staff member bargaining unit seniority will be in the home unit. Seniority date will be noted on each partner units to support staffing decisions.
Scheduling	Schedule will be established by the home unit manager or designee. The shared staff member shall be scheduled in home unit and additional partner units based on needs of each unit.
Low Census and AOC	In accordance with scheduled (assigned) unit guidelines.
Weekend Requirements	Weekend rotation established at time of hire by home unit.
Holiday Requirements	Holiday requirements established at time of hire by home unit.
SOC	Requirement established at hire and in accordance with home unit guidelines.
Floating	Will float in accordance with home unit cluster and guidelines. Note: When scheduled and/or re-assigned to a partner unit during a shift it is not considered a float.
Vacation/Requests for PTO	In accordance with home unit guidelines.
Change of FTE Status or Position	Eligible in accordance with contract language. A Shared staff program member may apply for a vacant position in the home unit during the three day internal posting for unit positions. A Shared staff program member may apply for partner unit positions when the position is posted house-wide.
Eligible for overtime	8/80 or 12/40

Note: For additional information regarding this program, please refer to the Scheduling Resources Manual for the

Unit Work Designs Teams.

SIGNATURE PAGE

FOR SEIU WISCONSIN:

Louis Davis, Executive Director, SEIU Wisconsin

Crystal Martzall, Director of Collective Bargaining and Employer Relations, SEIU Wisconsin

Jay Brower, Lead Internal Organizer, SEIU Wisconsin

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Carol Lemke, IMCU and Co-Chair, Meriter Nurses Council

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Stephanie Obright, Post-Partum/Newborn and Co-Chair, Meriter Nurses Council

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Amber Anderson, Child/Adolescent Psychiatry

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SIDE LETTER OF AGREEMENT #1 ADAPTABLE FTE

Definition of an Adaptable FTE position	The FTE on hire includes replacing one scheduled shift with one on call shift (i.e. 1.0 position scheduled for 0.9 and scheduled for 0.1 on call shift). FTE requirement of 0.6 or above to remain benefit eligible.
Scheduling Requirement	Schedules will be integrated with the unit schedule. All shifts will be clearly identified on the schedule. On call shift is part of the FTE.
Scheduling	Minimum hours scheduled to work needs to be 40 within a pay period. Length of call shift is dependent on position (i.e. all 12 shifts = call shift 12 hours, all 10 = call shift 10 hours, combination of 8,10 or 12 = 8 hour call shift)
Schedule Request	Per the unit guidelines. Cannot request cyclic on call shift
On-Call Pay	Eligible for availability call pay
Call, above the FTE of record	Can be required on unit with a scheduled on call system in place
Called in	Will receive a minimum of 2 hours of pay (Article 26, On-Call Systems, Section 5 B - Availability Call)
Scheduling Constraints	Not to be used as an available resource for staffing the following shift. On call shift is scheduled and would not be used to put another unit staff person on call. On call shift cannot be scheduled on weekend off and/or holiday
Floating	Per the unit guidelines
PTO	For the scheduled call shift, the staff person would have the option to supplement with PTO up to the hours of their scheduled on call shift (or can take the on call pay alone).
Vacation / Sick Time	Need to take PTO based on FTE of record
Benefits	Based on FTE of record
Order of Call in:	1. AOC within the FTE 2. Adaptable on call shift 3. Variable on call 4. AOC above FTE of record 5. Voluntary SOC 6. Required SOC
Order of Call Off:	1. Required SOC 2. Voluntary SOC 3. Variable on call 4. Adaptable on call

SIDE LETTER OF AGREEMENT #2 WORK ENVIRONMENT

This side letter is entered into by mutual agreement of the parties, Meriter Hospital and the Union. The parties agree to review and discuss the following through the standing United Professionals/Nursing Administrative Council to support the continued commitment of providing a healthy and safe work environment. The agreed upon actions include:

Safety & Security

- Conducting security exercises and drills.
- Offering personal safety training sessions.
- Ongoing evaluating and monitoring of security staffing levels and steps taken to provide a safe working environment, reported by Security Services.
- Training regarding behavior emergency prevention and response shall occur throughout the calendar year. Additionally, an updated list of bargaining unit members certified in de-escalation shall be provided annually.
- Providing a unit by unit cyclical list of security exercises and drills.
- Identifying and developing a plan to install panic buttons or other alternative devices in each unit.
- Communicating the designated unit Department Safety Coordinator (DSC) name at a staff meeting.
- Identifying the DSC in unit safety binder and on the Hospital's internal Intranet site.
- DSCs are a resource available for safety concerns raised by staff.
- Managers, in collaboration with the DSC, will communicate important safety information with staff, e.g. at staff meetings, newsletters, etc.
- Inviting the DSC to participate in Environmental Rounds, along with available unit staff. The results of the Environmental Rounds will be posted on the unit bulletin boards and will be discussed during staff meetings.

Work Environment & Quality of Work Life

- RNs should report equipment and/or facilities repair needs through the standing process of work order requests by one of the following ways:
  1. Phone line
  2. The Hospital's internal Intranet site

Unit Design/Remodeling/Ergonomics

- Unit ergonomic assessments may be conducted during Environmental Rounds with Facilities, Department Safety Coordinator (DSC), available unit staff, and Nurse Manger upon request.
- Ergonomic consultations will be considered with remodel and new construction projects.
- Educate staff on how to access the current Ergonomic Assessment process through internal publications.
- The Hospital supports staff input into product selection. The Hospital also supports staff input in new unit design and remodeling efforts. The Nurse Manager will get unit staff involved at the point of initial contact by the project manager.
- There shall be a different process utilized when a unit that did not previously exist is being designed. In such a case, when the specialty of the new nursing unit is determined, a design committee shall be formed consisting of staff nurses from similar type units as well as a Nurse Manager. As staff nurses for the new nursing unit are hired, they shall replace the non-unit

nursing employees on the committee.

Parking

- A Union Representative will serve on the Parking Committee.

SIDE LETTER OF AGREEMENT #3 EQUIPMENT

The Hospital recognizes that nursing staff must have proper and functioning equipment in order to provide safe, quality patient care. In order to assist with the regular assessment of the continuing effectiveness of the electronic medical record and other necessary equipment, the Hospital and SEIU agree to review the following on a semi-annual basis during the monthly UP/NAC meetings as provided in Article 17, Labor/Management Communications, Section 1 (A), UP/NAC, of this Agreement:

IS Technology

- Technology impact on patient care
- IS long term plan
- Computers
    - Inventory
    - Maintenance
    - Repair and loaner availability
    - Backlit keyboards
    - Replacement plan
- Medication Scanners
    - Noise reduction
    - Wireless potential

Electronic Medical Record

- Connecting to the network
- Timely and efficient resolution to problems
- Improved construction of patient care screens and flow of information
- EPIC support process
- Interfacing with other units (i.e. SPD, Lab)
- Union representative on Clinical Documentation Advisory Group
- Continuing education options

No-Lift Equipment

- Progress update

Vocera

- Inventory
- Maintenance
- Repairs and loaner availability
- Plans for future implementation, deployment, and improvements
- Continuing education options.

Learning Equipment

- Hands-on Training

SIDE LETTER OF AGREEMENT #4 SCHEDULING SOLUTIONS

By entering into this Agreement, Union and Management agree to continue to work collaboratively to review and/or develop creative scheduling options that are aligned with current contract language. Such scheduling solutions would be designed to support staff recruitment and retention while reducing the need for overtime and agency need. Designated members of this committee will serve as facilitators to individual clinical Work Design Team in supporting design and implementation and review of these options. (Please see "Functions of Unit Work Design Teams" below).

Committee Membership
Committee membership will be comprised of one Director of Nursing, five staff RN's to be appointed by the Union and to include at least one representative unit staff scheduler or member of a Unit Work Design Team, a member of the Central Staffing Office, three Nurse Managers and a facilitator.

Committee Functions

- Confirm frequency and length of meetings
- Maintain process for consistent communication with Unit Work Design Teams
- Continue to update as needed or support work in progress including:
    - Scheduling guidelines and principles
    - Use of variable FTE and weekend positions options
    - Evaluation of current status and use of 12 hour shifts including potential options for weekend relief
    - Cyclic Scheduling
    - Annual Review of Unit Guidelines for contractual compliance
- Prioritize Unit Work Design Team requests for support in evaluation and planning for additional scheduling options.
- Seek out industry examples of creative scheduling options that are worthy of potential consideration including but not limited to the use of four hour shifts.
- Evaluate existing and/or proposed scheduling practices.
- Work with new units (permanent) to develop unit guidelines.

Reporting Function
The Scheduling Solutions Committee will report on its plans and accomplishments through UP/NAC as needed but no less than annually.

Functions of Unit Work Design Teams
Unit Work Design Teams will continue to evaluate unit-based scheduling options that exist based on position control requirements and develop consistent scheduling processes for the unit. Membership consists of unit management and elected RN staff representing different shifts, and seniority. Team activities include:

- Determine factors included in the evaluation of the adequate number of unit-based RN's necessary for different patient populations.

- Explore creative scheduling options for weekend relief.
- Evaluate unit-based scheduling and its impact on staff.
- Develop consistent scheduling process for unit (e.g. cyclic, consistent day off, etc.)
- Meet on a regular basis, the frequency of which would be based on the unit need
- Work with all unit staff to review and revise as needed, annual unit guidelines regarding vacations, holidays, etc.
- Explore and recommend how to distribute/rotate the various start times within a shift while maintaining unit based competencies (e.g. seniority, preferences, requests, rotation, etc.) for procedural units only.
- Review and discuss the number of FTE and percentages of permanent shifts (days, pms, and nights) and rotating shifts assigned to staff on the unit in order to monitor the percentage of permanent shifts within the unit and explore options to increase the number of permanent shifts.
- For those units with scheduling pilots, changes of scheduling practice, or new scheduling processes a unit based scheduler or representative from work design will meet monthly (if needed) and review potential scheduling concerns for three schedule builds with the unit manager and designated CSO representative. Thereafter, on a quarterly basis (if requested), the CSO will do a check-in at the work design meeting to discuss any reoccurring issues/concerns. For any individual schedule concern(s) the employee should bring these forward to the unit manager and CSO/scheduler to meet and discuss.

SIDE LETTER OF AGREEMENT #5 THE MANDATORY OVERTIME COMMITTEE

Pursuant to Article 17, Labor/Management Communications, Section 1, Labor Management Meetings, (C), Mandatory Overtime Committee, in the event the Mandatory Overtime Committee is convened, the goals of this committee will be to:

- Analyze the situations where mandatory overtime has been used to determine causes and the circumstances surrounding the situation
- Develop and support proactive strategies to address staffing resource needs that are known in advance
- Review the effectiveness of Meriter Hospital supplemental staffing programs (i.e., Per Diem and Variable FTE) regarding their ability to assist in meeting staffing needs
- Be actively involved in a Plan – Do – Check – Act approach in response to data findings regarding mandatory overtime and supplemental staffing.

Committee Membership
Committee membership will be comprised of up to four members to be appointed by the union representing various clinical areas, one Director of Nursing, the Nursing Financial Analyst, one Nurse Manager, and a NAC. The committee will be co-chaired by one management representative and one staff member. Other ad hoc participants from designated clinical areas will be invited to assist in analysis and problem solving as appropriate.

Committee Functions/Expectations (as applicable to the situation being discussed)

- Determine frequency, length of meetings, and ground rules of the committee.
- Review and analyze data regarding overtime utilization, including double shifts either mandatory or voluntary and whether four or eight hours in length.
- Review patterns in unit scheduling gaps and determine to the extent possible, the reasons they exist (e.g., position vacancies either due to turnover, LOAs, scheduling practices, etc.).
- Review and analyze data regarding the total number of supplemental staff in each classification, the hours worked, the impact of supplemental staff availability resulting from the revised extra shift sign up process and the utilization of flexible shifts within the variable FTE positions.
- Review the Mobile Unit hours worked and utilization on individual clinical units and the overall effectiveness this resource has on the reduction of mandatory overtime.
- Discuss possible ideas that can support the reduction of mandatory overtime (link to Scheduling Solutions Committee).
- Become knowledgeable of relevant Meriter-benchmarking data regarding overtime and pursue information from compare group hospitals regarding improvement ideas as related to overtime and supplemental staffing.
- Review activity, including admissions, discharges, transfers, and census trends.
- Review the impact of new construction.
- This committee will report through UPNAC and will present a summary of their work on an as needed basis.

SIDE LETTER OF AGREEMENT #6 UNIT BASED MEALS AND BREAKS PLANS

This side letter is entered into between Meriter and SEIU Healthcare Wisconsin. The Union and Management have mutual commitment to support staff having the ability to take meal and breaks including break times for lactating mothers during the course of their scheduled work shift. The parties agree to work collaboratively through unit Work Design Teams to support this commitment.
It is agreed that:

- Management and staff will continue to use their unit based meal and break plans to ensure that staff have a reasonable opportunity to take a 30- minute uninterrupted meal period and 15 minute break(s) during the course of their scheduled shift for all staff working six or more hours.
- Breaks for lactating mothers will be determined between the employee and unit managers. The parties will agree to meet and establish a break plan to support lactation. This plan will include identification of lactation locations, coverage, frequency and duration of requested break time.
- Unit based Work Design Teams will periodically review the effectiveness of the unit based meal and break plans and staff compliance with the plan.
- If, after following the unit based meal and break plans, a staff RN believes that they will be unable to take a 30-minute meal period, they are expected to timely report their concern to the Charge RN. The Charge RN will explore options with the NAC and/or nursing management to facilitate a meal period. This shall include the use of a staff RN within their unit and/or cluster to support breaks and meal period relief prior to being released, called off, or placed on-call for low census.
- When possible, and if there are no other RN staff available, nursing management may provide coverage to support meal and break relief.

SIDE LETTER OF AGREEMENT #7 PERMANENT SHIFTS

The parties agree to review and discuss on a quarterly basis the number of FTE and percentage of permanent day, pm, night shifts, and rotating shifts assigned to staff on each nursing unit in order to monitor the percentage of permanent day shifts and attempts to increase the number of permanent shifts as set forth in Article 19, Work and Rest Periods, Shift Definitions, Rotation, Permanent Shifts, and Innovative Schedule and Schedule Pilots, Section 4, Permanent Shifts. Review and discussion will occur at UP/NAC meetings.

SIDE LETTER OF AGREEMENT #8 STAFFING

Meriter and SEIU are committed to providing safe high quality care. Both parties agree to the following during the term of this contract:

1. Nursing leadership is committed to identifying the care variables and/or patient assignment tools for each unit. Care variables and/or the patient care assignment tool will be reviewed annually at a staff meeting.

2. An annual review of unit based care variables, patient assignment tools, and role of charge nurses in patient care assignments will be reviewed through UP/NAC.

3. There is an ongoing commitment to discuss assignments, care variables, and appropriate levels of care during NAC/Charge RN rounds. Should a concern arise during a shift, the Charge RN may contact the NAC for assistance with problem solving.

4. Communication will occur with Charge Nurses on the importance of supporting float staff by assigning a "mentor" and appropriate patient assignment.

5. In the event there is a change in unit nursing HPPD, or skill mix, which impact the matrix (a guideline for shift to shift staffing), unit management will discuss the changes and the reasons with staff at a staff meeting at least fourteen (14) days prior to implementation. Unit staff will have the opportunity to provide input prior to the final decision being made. No later than three (3) months post implementation, unit management will survey staff regarding the effects of the changes. The survey shall be developed collaboratively at Good Relations. Results of the survey shall be discussed at UP/NAC and unit staff meetings. (Refer to Article 18, Assignment of Staff and Scheduling, Section 1, Position Control).

SIDE LETTER OF AGREEMENT #9 RESOURCE MANUAL AND CLINICAL RECOGNITION PROGRAM

The Union and Management recognize the importance of ensuring staff have access to current information regarding resources available to them. Management agrees to implement a "Resource Manual" that is available on each unit. The Manual will be located in or near the unit's nursing station, conference room, or break room, in the same general vicinity as the policy manuals and other resources or reference materials.

The Resource Manual will contain a current copy of the Clinical Recognition Program (CRP), membership of the CRP Committee, CRP unit-specific criteria, unit CNII and CNIII staff members, Collaborative Practice Charter, membership in the relevant Unit Council Community Council and Patient Care Council, Work Design Resource Manual, Collective Bargaining Agreement, and other house-wide references to be determined. A second section may contain specific unit-based resources. The Manual will be maintained by the Nurse Manager or their designee.

Management agrees to incorporate an orientation to the clinical ladder and associated professional accountabilities into the orientation of all new nursing staff and to generally review with all staff at both unit council and staff meetings the purpose and availability of the Clinical Recognition Program. Management will support staff in seeking promotion through the Clinical Recognition Program. Staff members are encouraged to dialogue with their Nurse Manager related to support, including, but not limited to, paid time to complete portions of the process.

The Resource Manual will also contain a copy of the Clinical Staffing Decision Tree, developed in 2003 as a tool for Nursing Administrative Coordinators, Nurse Managers, and charge nurses to evaluate staffing on a shift to shift basis as it relates to unit-based staff, admissions, discharges, transfers, patient care needs and/or special circumstances. The Clinical Staffing Decision Tree shall be utilized for communication between the NAC, Nurse Manager and the charge nurse for the purposes of staffing resources and patient placement. Meriter management shall support charge nurses in their efforts to utilize the Clinical Staffing Decision Tree through analysis of specific evaluation forms completed by the charge nurse and/or NAC and reported through UP/NAC. Unit Work Design Teams shall annually review the factors that are to be included in the evaluation of the adequate number of unit-based RNs necessary for different patient populations.

SIDE LETTER OF AGREEMENT #10 TEMPORARY REDUCTION AND/OR RELOCATION OF PATIENTS AND NURSES

By entering into this Agreement, Union and Management agree that in order to address concerns regarding temporary reduction and/or relocation of patients and nurses, a number of factors or criteria shall be taken into consideration.

The following processes may occur as defined below:

1. Temporary unit closure
   - Patients and staff dispersed to two or more units (multiple)
   - RNs assigned on shift by shift basis (float, move with all or some patients, are considered part of the home unit).
2. Temporary unit consolidation
   - Two or more units
   - Occupy the same physical space
   - Integrated staff (may cause a reduction in staff)
3. Temporary deployment and/or relocation – refer to checklist
   - One unit relocates
   - Two or more units occupy the same physical space
   - Independent / separate units (may cause a reduction in staff)

The Hospital and the Union are committed to safe, high quality care for all Meriter patients as well as high employee satisfaction. To solidify this commitment, the parties have agreed to operational guidelines to be utilized when units must be closed, consolidated, or deployed /relocated on a temporary basis. The operational guidelines, as outlined below, shall assist management and staff in working collaboratively and efficiently in order to insure a smooth transition for patients and staff in a timely manner:

Operational Guidelines - Temporary Unit Closure

I. Communication / Coordination
   A. Staff – Affected Units
      1. Notification
      2. Post written plan
      3. Involve NM, ANM, NAC, Charge RN, and Staff RNs in ongoing coordination issues
   B. Ancillary Service Notification
   C. Patients and/or families
      1. Notification
      2. Service recovery offered

II. Patient Placement
   A. Evaluate census projection
   B. Closed unit initiates the transfer of the patients and secures the closed unit

III. Staff Placement/Assignment
   A. Closed unit functions as a float unit.

1. Ascertain the need for SOC for specialty skills. If no one volunteers, this is the only time in this process SOC can be required.
2. Staff are assigned to a unit where the patients are placed.
3. Float within clusters.
4. Volunteer to float beyond clusters.
5. Evaluation of opportunities for voluntary pre-assignment to units with known holes or needs.
6. Staff on orientation will float with their preceptor or if a transfer, will float to former unit if possible or within the former unit floating clusters.

B. Report to Mobile Unit Office/NAC for unit assignment.
C. If there are more staff than needed to care for the patients then:
   1. All temporary staff hours, per diem staff, and agency staff will be cancelled on the affected units. (The only exception is per diem staff will only be used to work on a shift to shift basis in those situations when by virtue of their experience they are essential to provide nursing care and cannot be replaced by regularly employed staff).
   2. Needs will be assessed for potential opportunities for orientation within the unit and orientation to clusters.
   3. Low census opportunities will be offered to the staff of the closed unit by seniority. If not enough volunteers, the closed unit would be mandated off in inverse seniority.
   4. When using the hours reduction process over a holiday, LCD will be offered on the basis of combined unit seniority.
   5. When using the hours reduction process over a weekend, eligible but not granted 25 year staff would be offered off first on the basis of combined unit seniority.
D. The Charge RN from the receiving unit assumes charge responsibilities.

OPERATIONAL GUIDELINES - TEMPORARY UNIT CONSOLIDATION (when the staff are integrated)

I. Communication/Coordination
   A. Conduct a joint staff meeting within the first 48-72 hours
   B. Post written minutes/updates
   C. Meet (at two separate times) at the end of the first week and every other week thereafter
   D. Involve NM/ANM/NAC/patient placement coordinator/Charge Nurse/Staff RNs in ongoing coordination issues

II. Patient Bed Placement/Patient Population/Admission Priority
   A. Length of stay
   B. Specialty

III. Charge Nurse
   A. Separate or shared
   B. Permanent vs. Shift to Shift
   C. Staff involvement

IV. Schedule
   A. Separate or combined
   B. On-call issues
   C. PTO off

V. Staff Mix/Staff Assignments
   A. RN/NA/HUC/LPN
   B. Expectations of sharing staff
   C. PTO off

VI. Equipment/Supplies/Space
   A. What's needed? Refer to "Temporary Deployment Checklist"
   B. What can be stored?

VII. Staff Orientation
   A. Physical space
   B. Cross orientation to patient population

VIII. Unit Guidelines
   A. Floating
   B. LCD
   C. PTO off
   D. Call - AOC, SOC

UNIT/PATIENT RELOCATION CHECKLIST

- The Unit/Patient Relocation Supply checklist will be updated and maintained in the resource manual on each unit.
  (supplies, personnel, major equipment in regards to unit/patient relocation with short term satellite/flex units)
- The Unit/Patient Relocation Supply Checklist will be reviewed and revised on an annual basis by the unit CPM (collaborative practice model) group.

	Categories	Date & Initial	Comments
Personnel			
	HUC support		
	NA support		
	Lunch/Break relief		
Major Equipment			
	Beds/Crib/Cart/Chair/Refrigerator for patient		
	Chairs for patient family members		
	Chair and desk for staff		
	Bedside stand		
	Tray table		
	Phone		
	Computer		
	Monitor: EKG/BP/O2 sat monitor		
	Privacy screens		
	Call system		
	Patient storage		
	Thermometer		
	Label/Printers		
	Commode (toilet)		

	Stethoscope			
Supplies (See Attached an Example Detailed Supply List)				
	Supplies based on types of patients			
	Supplies based on universal supplies			
	Supplies based on IV and medications			
	Supplies based on basic patient care supplies			
	Incorporate staff input with identifying supplies			
	Department Contact	Phone Numbers		
Discussion Topics				
	Determine personnel necessary to staff/assist the relocated or satellite unit/patients			
	Sharing of support staff with relocation unit (with proper orientation)			
	Day to day staffing coordinated by unit manager/NAC & appropriate staff from both units			
Miscellaneous				
	Transferring phone lines – know phone #			
	Charts and Documents specific to your unit			
	Communication (signage stating unit closed & communication to departments that unit is closed temporarily)			
	Restore room to previous use			

Outcomes to be evaluated:

- Necessary supplies/equipment and personnel were available
- Customer satisfaction
- Billing/charges allocated properly
- Patient care flow

The PDCA (Plan, Do, Check, Act) will be utilized to evaluate effectiveness of the relocation plan. To be completed by: NM/ANM/NAC/CN/Director/AOC

Approved by: Date:

_____ _____

ATTACHMENT: EXAMPLE OF DETAILED SUPPLY LIST

Categories	Date & Initial	Comments
Universal Supplies		
Gloves		
Eye Shields		
Needle Boxes		
Tape		
Basic Dressing Supplies		
IV Supplies		
Start Kits		
Poles/Pumps		
Fluids		
Tubing		
Angio Caths		

	Lidocaine			
	Emla			
	Syringes			
	Needles			
	Med Cups			
	Flushes			
	Caps			
Patient Care				
	Water Mug			
	Urinal			
	Bed Pan			
	Straws			
	Chux			
	Emesis Receptacle			
	Hat			
	Specimen Container			
	Linen and Pillows			
	Diapers			
	Department Contact	Phone Numbers		

SIDE LETTER OF AGREEMENT #11 SERVICE BRIDGE

In order to attract and recruit RNs who were formerly employed by the Hospital in a Bargaining Unit position, and to encourage them to return to work at Meriter, the parties agree to a "service bridge" program. Under this program, any RN who returns to employment with the Hospital within a period of time equal to or less than the length of their Bargaining Unit seniority shall not lose any hospital years of service for those following purposes:

Article 24, Benefits:

Section 5, Disability (Sickness and Accident) Insurance

Section 7, Retirement Program

With respect to health and dental insurance benefits, such benefits will, if applicable, commence the first day of the month following the employee's date of rehire with the Hospital.

SIDE LETTER OF AGREEMENT #12 FLU and COVID VACCINE

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

- Thirty (30) calendar days written notice shall be given to the Union prior to the effective date of the program.
- Exemption to immunization shall be granted for medical contraindications. Employees requesting exemption due to medical contraindications must have their healthcare provider complete a Medical Exemption form. Employees with a medical exemption will be given three (3) weeks prior to the start date of the vaccination clinics to complete and submit the Medical Exemption form. Standard criteria for medical exemption will be established based upon recommendations from the Centers for Disease Control and Prevention. Medical exemption approval will be based on information provided, taking into account the practitioner/patient relationship. Medical exemptions may include:
  - Documented severe adverse reaction to previous influenza or COVID vaccinations
  - Significant allergy to eggs (anaphylactic or severe reaction)
  - History of Guillain-Barre Syndrome within six (6) weeks of a previous influenza vaccination
- Employees shall only be required to provide a medical exemption once, if the condition is permanent. If the condition is temporary or if the employee chooses to receive the vaccine after submitting the medical exemption, they shall be required to submit another medical exemption if they wish to be exempt from the requirement in subsequent seasons.
- Exemption to vaccination may be granted for non-medical reasons. Individuals requesting an exemption for non-medical reasons will be given three (3) weeks prior to the start date of the vaccination clinics to complete an exemption form.
- Each request for medical and non-medical exemption, regardless of the reason, will be evaluated by Meriter. No request shall be unreasonably denied.
- If an employee is vaccinated through services other than Meriter's Employee Health Services (EHS), they must provide proof of immunization to Meriter's EHS by the deadline set by EHS. Acceptable proof of vaccination includes a practitioner's note, a receipt, or a copy of the administration record provided the documentation identifies the specific vaccination given, the date of vaccination, and the provider's name.
- Employees whose exemption request is approved will be required to wear a mask at all times when in direct patient care areas or when they are within 6 feet of patients. Meriter will supply employees with the masks. Masks will be required to be worn during the periods defined by the Medical Director of Infection Prevention.
- Failure to comply with any portion of the vaccination program will result in disciplinary action up to and including termination of employment.
- The deadline dates may vary from year to year & will be determined by EHS. Thirty (30) days notice will be given to the Union when such deadline dates change.
- In the event of a vaccine shortage, Meriter may suspend or revoke all or part of this mandate.
- An employee who receives a vaccine, yet still contracts influenza or COVID will not have an absence counted against the Attendance Policy, provided the employee provides confirmation of a positive influenza or COVID test.

SIDE LETTER OF AGREEMENT #13 DISASTER PLANNING

For the duration of a significant epidemic as declared pursuant to Article 20, Overtime, Section 1 D, Overtime Scheduling, registered nurses may be faced with making difficult and ethical decisions related to their duty to provide care and their obligations to their own health and the health of their families. When an employee or an immediate family member, as defined by the Federal or Wisconsin Family Medical Leave Act, is directly impacted by the epidemic and the employee is unable to report for work due to incapacity, the employee shall be exempted from disciplinary action for the absence(s). In the event of a government-declared public health emergency that impacts a nurse's health, and as a result they are directed off work by Employee Health, the Hospital is committed to establishing processes to return the nurse to work as soon as reasonably possible, which may include an option for 24/7 evaluation and/or testing, based on recommendations made by the Medical Director of Infection Prevention and the Medical Director of Employee Health. The Hospital agrees, upon request, to meet with the Union to discuss concerns regarding the established processes. It is understood the Hospital has the final decision over what options will be made available and implemented.

In addition, the Hospital and Union agree to meet and confer, and upon request bargain, regarding the impact of the government-declared public health emergency identified above, unrelated to the current COVID pandemic including variants B1.1.7, B1.351; or P.1, as it relates to Article 24, Benefits, Section 10, PTO, subsections A, Program Description, thru I, Options for Unused PTO.

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