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COLLECTIVE BARGAINING AGREEMENT

between

Aurora Health Care Southern Lakes, Inc., d/b/a

Aurora Medical Center Burlington

Burlington, Wisconsin

and

Local 5000

Wisconsin Federation of Nurses and Health Professionals
Burlington Chapter

June 1, 2026 – May 31, 2028

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AGREEMENT

This agreement is made and entered into this first day of June 2026 by and between Aurora Medical Center Burlington, hereinafter called the Employer or Hospital, and Wisconsin Federation of Nurses and Health Professionals Local 5000, Burlington Chapter, hereinafter called the Union. It is negotiated for the purpose of establishing and perpetuating harmonious relations between the employer and the Union and to facilitate orderly adjustment of grievances and complaints. This Agreement is entered into in consideration of the mutual performance of its provisions by the Employer and the Union.

ARTICLE 1

RECOGNITION & COVERAGE

The Employer recognizes the Union as the exclusive bargaining representative for all Teammates in the bargaining units described as follows:

1.01 All full-time and part-time registered nurses at the Employer's Burlington, Wisconsin Hospital facility as certified by the National Labor Relations Board on July 11, 1978 in Case No. 30-RC-3356 and excluding head nurses, guards and supervisors as defined in the Act, as amended and other Teammates; and

1.02 All full-time and part-time technical Teammates at the Employer's Burlington, Wisconsin Hospital facility as certified by the National Labor Relations board on July 31, 1978 in Case No. 30-RC-3355, including all licensed practical nurses, nuclear medicine technologists, registered radiologic technologists, certified respiratory therapy technicians, registered respiratory therapists, respiratory therapy assistants, cardio-pulmonary technician, registry eligible respiratory therapist, operating room technicians, certified laboratory technicians; but excluding all professional Teammates, business office clerical Teammates, service and maintenance Teammates, guards and supervisors as defined in the Act, as amended and all other Teammates.

1.03 The above list does not necessarily imply that the employer has or is required to have Teammates in each classification.

1.04 If the Employer establishes a new role during the contract period that does not currently exist at the site and the role fits within the scope of the bargaining unit described in Sections 1.01 and / or 1.02, the Employer will provide the Union with a copy of the job description, including pay rate/band. Should the Union wish to discuss the new position, the parties shall meet promptly to discuss the position. Such positions shall be placed in the appropriate bargaining unit and afforded all applicable protections under this Agreement. This provision does not apply to roles that already exist and are not currently part of the bargaining unit

1.05 The Employer agrees that there shall be no discrimination against any Teammate on account of membership or participation in the Union. The Union agrees that no Union member will intimidate or coerce Teammates who elect not to become a member of the Union.

1.06 It is agreed between the parties hereto that all management personnel including Department Managers and Supervisors excluded from the bargaining units set forth in this Article may perform bargaining unit work customarily performed prior to the adoption of this Agreement, but may not permanently replace a bargaining unit Teammate.

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1.07 The parties subscribe to the principle of equal opportunity for complying with the provisions of this Agreement and shall not unlawfully discriminate, for the following reasons, but not limited to; age, sex, marital status, race, color, creed, national origin, religious affiliation, physical or mental disability, color, ancestry, sexual orientation, gender identity, arrest record, conviction record, or membership in the national guard, state defense forces or any other reserve component of the military forces of the United States of America, or any other status protected by federal, state or local law.

1.08 Teammates shall normally be assigned job duties consistent with their classification.

1.09 This agreement in its entirety shall be applied consistent with the Americans with Disabilities Act and management's obligation to accommodate qualified individuals shall supersede and control over any conflicting provisions in this agreement, to the extent necessary for management to remain in compliance with that Act, without being construed to be a breach of this Agreement, provided the Hospital notifies the Union of any proposed accommodation that would otherwise conflict with this Agreement and provides the Union with an opportunity to bargain over the Hospital's proposed accommodation before it is implemented.

ARTICLE 2

DUES DEDUCTION AND UNION REPRESENTATION

2.01 DUES DEDUCTION

An executed dues deduction authorization that establishes a clear voluntary obligation to pay dues shall be irrevocable for a one (1) year period and shall be automatically renewed unless the Teammate submits written notice to the Hospital at least thirty (30) days, but no more than seventy-five (75) days prior to the end of each one (1) year authorization period. The Hospital will provide the Union a copy of all written notices to revoke dues deduction authorizations that are received by the Hospital.

An executed dues deduction authorization that does not clearly establish a voluntary obligation to pay dues for a period of one (1) year may be revoked by a Teammate at any time by giving at least a thirty (30) days written notice to the Hospital.

2.02 The Union and the Teammate should agree to hold the Hospital harmless for any liability incurred by the deduction of Union dues from the wages of Teammates represented by it and the Hospital's actions in complying with 2.01.

2.03 REPRESENTATION

The Union shall have the right to elect and/or appoint up to twelve (12) stewards, which may include any or all of the officers of the Union. The Union will inform the Human Resources office of the stewards' names and will keep the Human Resources office informed of any changes.

2.04 Representatives of the Union may visit the Hospital for the purpose of discussing grievances and

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other Union matters with Teammates. Such discussions shall take place at such times and places as are mutually agreed to between the Employer and the Union. The parties shall cooperate in arranging such discussions so that there will be no disturbance to patients or interruption in providing care to such patients.

Individual bargaining unit employees have the right to union representation in any meeting with management that they reasonably believe could lead to discipline. The process for informing individuals of this right and obtaining a union representative are described in Article 6.1.

2.05 BARGAINING / SCHEDULING

The Union and the Hospital recognize the need for the Hospital to maintain staffing during the bargaining process and as such both agree to the following:

A. Every effort will be made by both the Union and the Hospital to establish bargaining dates prior to the second week in April during the year that the contract expires.

B. The Hospital will make a reasonable effort to find replacements for members of the union bargaining team through the normal posting process for vacant shifts. If the Hospital is unsuccessful in obtaining staff coverage, the Hospital and the Union will agree to either bargaining without the bargaining teammate or cancel/reschedule the bargaining session.

ARTICLE 3

CLASSIFICATION OF EMPLOYMENT STATUS

3.01 CLASSIFICATIONS

The parties agree that the bargaining unit as recognized in the recognition clause consists of full-time and part-time Teammates who are employed by the Hospital in the designated classification.

3.01.1 FULL-TIME TEAMMATES (1.0/FTE)

Full-time Teammates are those who are so classified by the Hospital and whose work hours routinely equal or exceed eighty (80) hours in a pay period on a regularly scheduled basis.

3.01.2 FULL-TIME BENEFIT ELIGIBLE TEAMMATES (0.75-1.0)

Teammates whose work hours routinely equal sixty (60) or more assigned hours per pay period are eligible for full-time benefits.

3.01.3 PART-TIME TEAMMATES (0.1-0.74/FTE)

Part-time Teammates are those who are so classified by the Hospital and whose work hours are routinely less than sixty (60) hours in a given pay period on a regularly scheduled basis.

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3.01.4 PART-TIME BENEFIT ELIGIBLE TEAMMATES (0.5 – 0.74FTE)

Teammates whose work hours routinely equal between forty-sixty assigned hours per pay period are eligible for part-time benefits.
Teammates who work less than forty hours per pay period may qualify to be offered medical coverage based on Affordable Care Act (ACA) eligibility rules.

3.01.5 TEMPORARY TEAMMATES (.0/FTE)

Temporary Teammates are those who are hired for a specific task or a stated period of time, such as vacation relief, etc.

3.02 The employer will notify the Union monthly of all new hires, terminations, changes in classification, changes in employment status, changes in benefit status initiated by Teammates and changes of address of Teammates included in the bargaining units. The notification will include the Teammate's name, address and employment record changes as described above.

ARTICLE 4

EMPLOYER RIGHTS

4.01 The Employer, among all other rights, whether heretofore exercised or unexercised, and whether implied or expressed, shall, for purposes of illustration only and not by way of limitation, retain the rights to determine standards of performance, to maintain discipline, order and efficiency, to determine services, procedures and methods, to direct all Teammates and determine assignments, to schedule work, to determine the quantity and type of equipment to be used, to abolish or create job classifications, to introduce new methods and facilities, to determine efficient staffing requirements, to determine the number and location of facilities, to contract out work, to determine whether the whole or any part of the operation shall continue to operate, to select and hire Teammates, to determine qualifications for positions, to promote, to demote, suspend, warn or otherwise discipline or discharge Teammates for just cause, to lay off Teammates, to recall Teammates, to determine that Teammates shall or shall not perform certain functions, to require overtime work, and to promulgate reasonable rules and regulations. These rights shall remain within the Employer's sole and conclusive discretion and control, except only as abridged or eliminated by the express provisions of this Agreement.

ARTICLE 5

HOURS OF WORK, OVERTIME AND WAGES

5.01 The work day begins at 12:00 AM and ends at 11:59 PM. The work extends as follows: day shift, 2nd shift and 3rd shift.

5.01.1 OPTIONAL SHIFT FORMAT – DEPARTMENTS

Departments may select optional shift formats as outlined in 5.01.2 for their department by mutual agreement between 51% of the affected Teammates and the department manager. The desire to change to an alternate format may be initiated by either the Teammates or the

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department manager. When a department selects an alternate format, the Union will be notified in writing by the department manager of the format selected and its proposed effective date. The selected shift format may be reviewed periodically during the first three (3) months of use, and with two (2) weeks' notice, the previous format may be restored, effective the start of the next work schedule, by the request of either the department manager or a majority of the Teammates.

5.01.2 OPTIONAL SHIFT FORMAT – SELECT POSITIONS

An optional shift format, or combination of formats, may also be selected for a specific position(s). When the department manager selects an alternate shift format, based upon business need, for a specific position(s), it will first be offered on a voluntary basis by seniority. If no one volunteers, the position will be assigned by inverse seniority.

5.01.3 Optional shift formats include a weekend shift program, ten-hour work day and a twelve hour work day, forty hour full time work week.

A. The Hospital will implement three weekend programs for Registered Nurses, Radiologic Technologists, and Respiratory Therapists:

(1) A Teammate regularly scheduled for twenty-four (24) hours on weekends will receive:

- Rate of pay per pay grade
- Applicable shift premium
- Eleven dollars ($11.00) premium per hour worked on weekends for RN's; eight dollars ($8.00) premium per hour worked on weekends for Radiologic Technologists and Respiratory Therapists.
- Part-time (.6) benefits

(2) A Teammate regularly scheduled for thirty-six (36) hours on weekends will receive.

- Rate of pay per pay grade
- Applicable shift premium
- Eleven dollars ($11.00) premium per hour worked on weekends for RN's; eight dollars ($8.00) premium per hour worked on weekends for Radiologic Technologists and Respiratory Therapists.
- Full-time Benefit Eligible

(3) Teammates regularly scheduled for a weekend program are limited to four weekends off per year. Teammates with 20 or more years of service will be allowed five (5) weekends off per year. The Teammate may be granted a holiday weekend off if the manager determines staffing is sufficient to accommodate the request.

(4) "Weekend Program" means consecutive Friday/Saturday/Sunday schedules for the 36-hour program and Friday/Saturday/ or Saturday/Sunday schedules for the 24 hour program for working shifts between the hours of 7:30 a.m. Friday and 7 a.m. Monday.

B. The Hospital will implement an RN Float Position Program to assist in accommodating staffing fluctuations associated with patient volumes, acuity, and vacancies. The program

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details are attached to this Agreement as Exhibit "B".

5.02 PAYROLL PERIOD

A payroll period constitutes two (2) work weeks, during which a full-time Teammate is normally scheduled for eighty (80) hours of work. There are twenty-six (26) payroll periods in each year. A payroll period begins on the designated Sunday at 12:00 AM and ends 14 days later on Saturday at 11:59 PM. Shifts fall into the pay period / paid according to the day the shift began.

5.02.1 PAYROLL DISTRIBUTION

Payment for hours worked will occur according to Hospital payroll procedures and be made via a checkless or direct deposit method of payment.

5.03 OVERTIME

Overtime pay is defined as time and one-half (1-1/2) the regular rate and is paid for all hours worked in excess of forty (40) hours in the designated work week. A Teammate's "regular rate" is determined by adding the base rate for all hours worked, shift premium, bonuses and other work-related incentives and dividing by the total hours worked.

5.04 For the purposes of overtime calculation, hours worked do not include PTO, frozen sick time or terminal pay of any kind.

5.05 Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of daily or weekly overtime payments involving the same hours of work.

5.05.1 REQUIRED OVERTIME

It is the general understanding that Teammates may be required to stay beyond the end of their normal shift to complete their daily tasks and/or workload. The use of required overtime beyond the above requirement shall be limited to those emergency staffing situations that involve unplanned absences, hospital designated disasters, and emergency high census. Emergency high census will be declared only in those situations where patients would otherwise need to be diverted, and such emergency high census would remain in effect for a period of twenty-four (24) hours. Unplanned absences are defined as vacancies in the schedule that occur with less than twenty-four (24) hours' notice. Prior to the implementation of required overtime, excluding hospital designated disasters, the Hospital will have first exhausted the following steps.

A. Seek volunteers among those Teammates working at the time, offering Essential Shift Premium Pay.

B. Seek volunteers amongst those department Teammates who are not scheduled to work, offering Essential Shift Premium Pay.

C. Call other units to determine if resources are available.

D. Request staffing assistance from the staffing pool.

E. Utilization of Agency Staff.

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F. Contact other South Region hospitals to request assistance.

Supervisors, who are qualified to fill the vacant need without impacting patient care, at the discretion of the Hospital will also work to avoid required overtime. If all of the steps fail, the director or designee after making a final assessment, will notify the administrator on-call who will make the final determination whether or not to implement required overtime. When implementing required overtime, it shall be assigned on a rotated basis beginning with the least senior Teammate, however no one shall be required when off duty, and no one will be required to work overtime outside of their normal work area. Required overtime shall normally be limited to four (4) hours but will not exceed six (6) hours. A Teammate will receive credit in rotation for voluntarily working, to avoid the implementation of required overtime.

A Teammate may be excused by the Hospital if the assignment will pose a health threat to the Teammate or patient care.

The Human Relations Committee will monitor the utilization of required/non-voluntary overtime. Both the Hospital and Union agree to work collaboratively to ensure that the use of required overtime is both appropriate and not excessive.

5.06 SCHEDULE OF PAY GRADES

Made a part of this Agreement by reference hereto is Exhibit A entitled Pay Grade.

5.07 REPORT-IN PAY

In the event a Teammate reports to work without notification to the contrary, they shall be assigned two (2) hours of work. If no work is available, they shall be credited with two (2) hours of pay at their regular straight time rate. The Employer shall have no obligation when the no-work condition is caused by reasons beyond the control of the Employer such as fire, power failure or conditions resulting from an "Act of God".

5.08 ON-CALL PAY

The term on-call shall refer to a regularly scheduled Teammate who is required to be available to report for work at any time during the designated on-call period. A RN required to be on call shall be paid a minimum of four dollars and fifty cents ($4.50) per hour for each hour they are in such status, and Technical Teammates shall be paid a minimum of four dollars and fifty cents ($4.50). Pagers will be available in accord with Hospital policy.

5.09 A Teammate (excluding Teammates who are placed On Call during a shift that they were previously scheduled to work, due to low census) called in while on-call will be paid at one and one-half (1.5) times their hourly base rate of pay, including shift premium where applicable, and will be paid a minimum of two (2) hours or the time worked, whichever is greater. A Teammate called in less than thirty (30) minutes after clocking out from a previous call in will not be eligible for the two (2) hour minimum, but will continue to receive one and one-half (1.5) times their hourly base rate of pay for all hours worked during the call back period.

When called in, Teammates are required to complete all emergent procedures, cases and/or tasks that are either immediately available or are pending, before being released back to On-Call

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status. If a call-in period continues into the Teammate's regular assigned shift, the call-in ends when the regular shift starts, and the Teammate will then receive their base rate of pay.

5.10 SHIFT PREMIUM

Shift premium will be paid at the rates listed below for hours worked on the 2nd shift and on the 3rd shift.

A. For the purpose of defining shift premium, the 2nd shift will be defined as 3:00 p.m. to 11:00 p.m., and 3rd shift will be defined as 11:00 p.m. to 7:00 a.m.

B. The Teammate will be paid shift premium for all hours worked on their shift provided 50% or more of their hours were worked between the hours specified in (A.).

5.10.1 Shift premium rates are minimally as follows:

Position	2nd Shift	3rd Shift
Registered Nurse	$2.75/hour	$5.00/hour
Technical positions	$2.75/hour	$4.00/hour

5.10.2 These premiums will be paid only for time worked. Pay for PTO or frozen sick time, etc. will not include the shift premium.

5.12 WEEKEND PREMIUMS

Teammates scheduled to work between 11:00 p.m. on Friday and 6:59 a.m. on Monday are eligible for a weekend premium. The majority hours rule is used in the same manner as shift premiums (if the majority of hours worked in the shift are past 11:00 p.m. on Friday, all hours worked would qualify, and if the majority of hours worked in the shift fall beyond 11:00 p.m. on Sunday, no weekend premium is paid for the shift). The weekend premium is only paid for hours worked. The weekend premiums are minimally:

Registered Nurse:	$3.00
Technical Positions:	$3.00

5.13 PAID REST PERIODS

Teammates who work a shift that is eight (8) hours or more may be granted two (2) fifteen (15) minute rest periods during their shift. Teammates working less than an eight (8) hour shift, but at least four (4) hours, may be granted one (1) fifteen (15) minute rest period, as scheduled by their supervisor. Rest periods may be taken only if they do not interfere with the care of patients or the work of the department. Adequate coverage must be maintained at all times. As paid time, Teammates are required to remain in the Hospital facility during their rest periods. Rest periods are not cumulative (i.e., carried over from one day to another), nor may they be combined.

5.14 UNPAID MEAL PERIODS

Teammates who are scheduled an eight (8) hour or more shift that includes a thirty (30) minute unpaid meal period will be provided a meal period in accordance with the department's

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workload. Meal periods may be scheduled by the supervisor or designee. If a Teammate is unable to have a thirty (30) minute meal period, they will be paid for such time by canceling their meal time through the automated Time and Attendance system at the end of their shift. All such cancellations of meal periods must be authorized by the Teammate's supervisor or designee before the Teammate forgoes their scheduled meal period. Teammates may not choose to forego their meal period in order to shorten the workday.

5.15 INDIVIDUAL RESOURCE PREMIUM

Provide charge pay at the rate of $1.50 to RTs for all hours worked as the only RT working until the float resource has been established for 6-months. Should the premium increase during the term of the contract it would automatically increase for the bargaining unit.

ARTICLE 6

CORRECTIVE DISCIPLINE AND DISCHARGE

6.01 The Employer shall not discharge nor give disciplinary layoff to any Teammate without just cause. The Employer affirms and endorses the theory and practice of corrective discipline as set forth below. Where appropriate, counseling will be used to assist Teammates in meeting performance expectations.

During investigatory meetings, Teammates have the right to a have a Union representative present. The Hospital will notify the Teammate of their right. At disciplinary meetings, where the sole purpose is to administer disciplinary action that the Hospital has already determined, Union representation is not a right; however, the Hospital agrees that in disciplines resulting in suspension or termination that a Union representative will be provided, if requested, and provided a Union representative is available, utilizing the list of Union representatives that the Union provided to the Hospital under 2.05.

6.02 Discipline will be verbally communicated on an instructional basis designed to encourage a Teammate to improve performance and/or become more aware of the need to adhere to and conform with established Hospital policy. To achieve this result, the following procedure will be followed:

6.02.1 LEVEL 1 VERBAL DOCUMENTED COACHING

A 1st Verbal Documented Coaching will be given as an initial indication of lack of satisfaction with work performed or the first infraction of an established Hospital policy.

6.02.2 LEVEL 2 WRITTEN WARNING

If an Teammate fails to correct their poor performance or incurs an additional infraction of Hospital policy within a period of six (6) months from the event(s) resulting in the first disciplinary action, a 2nd written warning detailing the Teammate's name, the date and nature of the poor performance or policy infraction(s) will be issued to the Teammate.

6.02.3 LEVEL 3 WRITTEN WARNING – SUSPENSION

If, following the receipt of a 1st and 2nd written warning, a Teammate continues their poor

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performance or incurs another infraction of Hospital policy within a period of twelve (12) months from the event(s) resulting in the second disciplinary action, the Teammate will be issued a third written warning and may, at the discretion of the Employer, incur a one (1) to three (3) day suspension without pay.

6.02.4 INVOLUNTARY SEPARATION OF EMPLOYMENT

If, following the receipt of the suspension and/or third written warning, the Teammate continues their poor performance or incurs another infraction of Hospital policy within a period of twelve (12) months from the event(s) resulting in the third disciplinary action, their discipline record will be reviewed with them and they may be terminated.

6.03 A copy of all disciplinary actions will be provided to the Union.

6.04 Discipline may begin or advance at a higher step for offenses of a serious nature where circumstances warrant.

6.05 It is mutually agreed by the Employer and the Union that all provisions of this Article are subject to the grievance procedures as set forth in this Agreement.

6.06 To assist Teammates, the Union and the Hospital, in the administration of this article, will issue and include the "Code of Conduct" within this agreement.

6.07 Disciplinary action shall remain a part of the Teammate's personnel record; however, it shall not be considered in job actions after one year, provided there has been no additional disciplinary action or work rule infractions.

6.08 Management will notify the teammate of any verbal documented coaching or disciplinary action prior to placing into a teammate's electronic personnel file. Discipline at any level (I, II, III), not tied to mandatory requirements, will be done verbally. Verbal documented coaching is a Level I under this Collective Bargaining Agreement.

6.09 In the event that a suspension is needed to conduct an investigation that might lead to disciplinary action due to a possible violation of a hospital or enterprise policy, the teammate will be paid during the suspended time. The hospital is committed to conducting the investigation in a thorough and timely manner until it reaches conclusion.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.02 PROCESSING OF A GRIEVANCE

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It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Teammates and shall, therefore, be accomplished during normal working hours only when consistent with such Teammate duties and responsibilities. The aggrieved Teammate and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the employer during normal working hours provided that the Teammate and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the operation of the Hospital.

7.03 Any grievance or dispute arising out of the interpretation of this Agreement shall be settled in the following manner:

7.03.1 ORAL DISCUSSION WITH DEPARTMENT MANAGER

A Teammate believing they have cause for grievance will, at a mutually agreed upon time, discuss the matter directly with their Department Manager and may take it up with the Union steward who may also participate in the discussion. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

7.03.2 WRITTEN GRIEVANCE

STEP ONE - If oral discussion fails to settle the grievance, the aggrieved Teammate and/or Union steward or business representative must reduce same to writing, citing the contract provisions allegedly violated and other pertinent details, and present in person the signed grievance to the Teammate's Department Manager within ten (10) calendar days from the date of the event which gave rise to the grievance. The Department Manager shall give an answer in writing to the appropriate party, within seven (7) calendar days from receipt of the written grievance.

STEP TWO - The grievance shall be submitted in writing by a representative of the Union, within the (10) calendar days of receiving the Department Manager’s answer, to the Executive Leader or the designated representative. Any grievance so appealed shall be discussed at a conference between the Executive Leader and/or other Hospital representatives and the aggrieved Teammate and designated Union representatives at which the parties will endeavor to settle the grievance. The conference will take place within fourteen (14) calendar days from the appeal to Step Two unless an extension of such time limit is mutually agreed upon. The Executive Leader will submit an answer in writing to the grievance within ten (10) calendar days from conclusion of the conference period, to the appropriate representative of the Union.

Grievances initiated by the Union on behalf of the bargaining unit members as a class may be submitted at this step. Such grievances should first be discussed by a Union representative with the appropriate Department Manager(s) or the Vice President of Human Resources or their designee.

STEP THREE - If the grievance is not resolved in Step Two, either party to this Agreement may submit the matter to arbitration. Any demand for arbitration shall be in writing and must be sent by the moving party within thirty (30) calendar days following the Step Two decision.

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7.04 In the event that the Union and the Employer refer a grievance or dispute to arbitration, the impartial arbitrator shall be selected by mutual agreement between the parties. If the Union and the Employer are unable to agree upon an impartial arbitrator within ten (10) calendar days after either party notifies the other party of its decision to arbitrate, either party may request the Federal Mediation and Conciliation Service to provide a list of five (5) neutral arbitrators. Upon receipt of said list, the parties shall determine by lot the order of elimination and thereafter each alternately strike single names from the list and the last remaining name shall become the arbitrator.

7.05 The function of the arbitrator shall be to determine controversies involving interpretation of this Agreement and they shall have no power to add to, or subtract from or modify, any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses.

7.06 The parties will cooperate to schedule arbitration hearings at a time and place mutually agreeable to the parties and the arbitrator.

7.07 If the aggrieved Teammate or the Union refuses or fails to appear to proceed at any stage of the grievance procedure, within the prescribed time limits, the complaint shall be deemed withdrawn. If the employer does not answer a grievance or respond within the prescribed time limits, the Union will treat the grievance as denied at that step and may immediately appeal the grievance to the next step.

ARTICLE 8

SENIORITY

8.01 DEFINITION

For the purpose of this agreement, Hospital seniority shall be defined as the continuous length of service with Aurora Medical Center Burlington based on date of hire, exclusive of any time employed in a temporary status position regardless of whether full or part-time or type of position (except Teammates hired into regular status positions prior to 1994). If two or more Teammates have the same date of hire such Teammates shall be placed on the seniority list in alphabetical order. Effective July 1, 2009, time spent in a non-bargaining unit position shall be excluded from total seniority.

8.01.1 CLASSIFICATION SENIORITY

Shall be defined as the length of a Teammate's continuous service based on calendar years of service within a classification, i.e., registered nurse, licensed practical nurse and technicians.

8.01.2 COMPETITIVE SENIORITY

The term competitive seniority shall mean the right established as a result of an accumulation of Aurora Medical Center Burlington service to achieve preferential treatment over other bargaining unit Teammates competing for a specific adjustment relating to hours or conditions of

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employment.

8.02 SENIORITY LIST

Within thirty (30) days after the implementation of this Agreement, the Hospital will prepare and furnish the Union with a seniority list showing the names and seniority dates of all Teammates in the bargaining unit. If a Teammate claims that their seniority date as shown on the seniority list is improper, they may seek redress through the grievance procedures set forth in the Agreement. The Hospital shall re-compute the seniority list at the end of each calendar year and will post it prior to February 1st. The Hospital will provide the Union at the same time as the seniority list, a list of the Teammates and their current addresses, birthdays, classification, status and participation in benefit plans.

8.03 TEAMMATE'S DUTY TO KEEP HOSPITAL POSTED

Each Teammate at all times shall keep the Hospital advised, through Advocate Aurora's on-line Caregiver Connect, of their current name, telephone number and residence mailing address.

8.04 NEW TEAMMATE PROBATIONARY PERIOD

Each newly hired Teammate shall be employed on a probationary basis for the first ninety (90) days of employment and their retention as a Teammate shall be at the exclusive discretion of the Hospital. This probationary period may be extended up to another ninety (90) days where the Hospital is of the opinion that the Teammate does not qualify for permanent Teammate status but might so qualify if given the opportunity for further probationary employment. Seniority of Teammates retained beyond the probationary period will date back to the most recent date of hire by the hospital.

8.05 LAYOFF AND RECALL - VOLUNTARY PROCEDURES

Should it become necessary to reduce the working force in the bargaining unit, a voluntary reduction of scheduled hours will initially be considered on a departmental basis. Prior to implementation of the layoff procedure presented in Section 8.06 of this Article, the Hospital and the Union shall meet to discuss ways to avoid layoff.

8.06 DEPARTMENTAL PROCEDURES

If the procedures described in Section 8.05 of this Article do not meet the required reduction in the work force within a department, lay-offs will be on the basis of the Teammates with the least hospital seniority within a classification.

8.06.1 A laid off Teammate will have replacement rights to another position within the appropriate bargaining unit only if the Teammate has the ability to immediately assume the duties and responsibilities required by that position and provided, they have greater classification and Hospital seniority than the Teammate they replace. Teammates will be provided a one (1) week trial period/orientation to demonstrate their ability to immediately assume the duties and responsibilities required. In exercising a Teammate's replacement rights, the least senior Teammate in the department and on the desired shift, whose status is most comparable, would be the position replaced. Teammates will be subject to the probationary period stipulated in 11.02.2.

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8.06.2 If a Teammate exercises their replacement rights and fails to perform satisfactorily in the position, they will be terminated. A Teammate who is terminated will continue to be eligible under the Aurora Service Reinstatement Policy.

8.06.3 Layoffs shall be determined by the following order:

A. Temporary Teammates

B. Probationary Teammates

C. All other Teammates

8.06.4 Teammates identified for layoff will be offered the opportunity to apply for other vacant positions within the Advocate Aurora system. Teammates have access to Advocate Aurora's online job listing, and the Human Resources department is available to assist Teammates in their Advocate Aurora job search.

8.07 NOTICE OF LAYOFFS

The employer shall notify the Union at least thirty (30) calendar days prior to the layoff or as soon as such upcoming layoff is known.

8.07.1 A Teammate shall be given fourteen (14) calendar days' notice of layoffs or ten (10) days' pay in lieu of notice. All part-time (.1 - .9) Teammates will be prorated.

8.08 RECALL AFTER LAYOFFS

Teammates who are laid off will remain on the seniority list and are subject to the provisions of the Collective Bargaining Agreement for a period of one (1) year. Teammates who are on layoff status will be given first consideration for positions in the bargaining unit that become available, provided they are qualified. Teammates who are recalled will have their service date reinstated. A Teammate who declines recall to a position within 0.2 status points of the position from which they were laid off will forfeit their recall and seniority rights; however, they will continue to be eligible under the Aurora Service Reinstatement Policy to have their prior service reinstated if they are rehired by Aurora through the competitive process within the twelve (12) month period following their date of layoff.

8.08.1 The Employer will determine how many in each department are to be recalled and will recall Teammates in order of seniority - the last Teammate laid off shall be the first to be rehired to any position for which they are qualified.

8.08.2 Failure to report to work after layoff within seven (7) working days after being notified to report to work, unless the Teammate has obtained a formal leave of absence will result in termination

8.09 TERMINATION OF SENIORITY

The seniority of a Teammate will be terminated for:

A. Voluntary quit.
B. Retirement.

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C. Discharge for cause.
D. Layoff for more than one (1) year.

8.10 LOW CENSUS

The Hospital will monitor patient census to be able to notify Teammates in advance of anticipated low census days. The determination of low census days and of staffing shall be based on the number of patients and patient acuity. The Hospital will attempt to notify Teammates at least two (2) hours in advance of low census situations. If the teammate is currently on their way to work or leaving their house for work and the time frame is under 2 hours, they will be given the option of returning home on call or still come in for 2 hours of work at straight pay, even if they are scheduled on a bonus shift, before going home on call again. However, if the teammate begins to work then the shift would revert to the bonus shift status. If a reduction in hours is necessary, Teammates shall be canceled in the following order:

A. Volunteers from the bargaining unit.

(1) The Hospital shall seek volunteers through the use of a Teammate sign-up sheet.

(2) If more than one Teammate requests to be put on call/canceled on the same shift, seniority prevails. However, seniority can only be exercised for one consecutive low census opportunities in that month.

(3) Teammates who volunteer to be canceled may be canceled instead of temporary Teammates and/or Teammates working extra shifts with the approval of the department manager or supervisor.

(4) Volunteer cancellation of four (4) or more hours will count as cancellation in the rotation.

(5) Bargaining unit teammates who are scheduled in charge or preceptor roles cannot volunteer unless there is another charge or preceptor available (see F(3) and F(4)).

B. Volunteers from outside the bargaining unit.

C. Agency/Traveler Teammates

D. Temporary Status / Pool / External Teammates

E. Teammates scheduled to work an extra shift (extra shifts are specifically designated on the schedule), in the following order of premium pay:

- Bonus-Eligible Shifts
- Overtime

For the shift requiring reduction of staff:

(a) The Teammate scheduled for an extra shift will be put on call or canceled with Teammates outside of the department being the first to be put on call/cancel.

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(b) When two or more Teammates are scheduled for an extra shift, the least senior Teammate will be put on call/canceled first.

(c) When a Teammate is put on call/cancelled under extra shift language, on call/cancel is not written (counted) on the inverse seniority rotation on call/cancel sheet.

F. Teammates on a rotation basis.

(1) A rotation list will be used as the tool to establish the rotation basis for on call/cancel. Rotation will be among the Teammates scheduled to work the shift (date/shift) needing to be reduced. The Teammate whose last canceled date is the oldest will be put on call/canceled.

(2) Cancellation of four (4) or more hours will count as cancellation in the rotation.

(3) Every effort will be made to assign new Teammates three (3), but no less than two (2), Preceptors for the shift that the new Teammate is orientating. Teammates working as a Preceptor will not be put on call/cancelled, unless another assigned Preceptor is also working the shift. Preceptors that are passed over in the low census rotation as the result of being the only assigned Preceptor will move up the low census rotation and become the next Teammate in line for low census.

(4) If a Teammate is scheduled as a Charge RN they will not be required to low census, unless another assigned Charge is also working the shift. Charge that are passed over in the low census rotation as the result of being the only assigned charge will move up the low census rotation and become the next teammate in line for low census.

8.10.1 The Hospital may deviate from the above procedure in situations where following the procedure would result in a hazard to patient care.

8.10.2 The Teammate on-call/cancellation list will rotate on a continuing basis according to last date of cancellation.

8.10.3 The Hospital recognizes that cancellation shall be avoided if possible. Teammate education shall be used as an alternative to cancellation when the Teammate facing cancellation presents the need for mandatory education. The manager/supervisor, together with the Teammate, will define the amount of time to be used by the Teammate for education, the remainder of the time will be a cancellation.

8.11 Bargaining unit Teammates canceled or canceled/ placed on-call due to low census will continue to accrue PTO benefit hours.

8.12 Cancellation will be done in accordance with patient acuity. All job classifications will be considered in the determination of cancellation.

8.13 When called in for patient care needs following being on low-census, teammates are expected to report to work within 45 minutes. Unless their regular commute time is longer.

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ARTICLE 9

SCHEDULING

9.01 The parties recognize that quality patient care requires around the clock staffing seven (7) days a week. Recognizing this fact, the Hospital will continue to implement the present staffing policies with the exceptions outlined in Section 9.10 of this Article or as may be provided elsewhere in this Agreement.

A.01.1 STAFFING PARAMETERS

A. The Hospital and the Union have a joint commitment to supporting staffing guidelines that provide cost effective, high quality care and services. Staffing guidelines will be reasonably aligned with professional association and industry standards that take into account nursing competencies, patient acuity, effective use of support service staff, and the use of technology that increases the effectiveness of care delivery. Staffing guidelines should be established to allow Teammates to complete their work within their assigned work schedules. Charge RN patient assignments will take into account patient acuity, as well as admissions, discharges and other related charge responsibilities.

B. The Union will be informed of all current staffing guidelines and be given 30 day's notice of any change. Prior to any change, the Hospital will meet with the Union and every effort will be made to reach agreement on new staffing guidelines. In the event agreement cannot be reached, the Union has the right to formally object.

C. Staffing empowerment: The hospital and the union agree to an approach to staffing that embraces professional accountability, seeks safe patient outcomes, empowers and supports staff satisfaction. It is not the intent of this empowerment to supersede any incentive, premium, or other economic benefits, nor any other provision in this agreement. In the interest of good communication, special meetings on staffing and quality patient care will be held at the request of either party with at least two weeks' notice. Both parties will ensure representation of appropriate units who will attend sessions to share pertinent data related to minimal and target standards by unity, quality/patient safety, and service outcomes.

9.02 Teammates may be scheduled at times other than their normal shift to accommodate vacancies and emergencies. In such cases, the Department Manager and their staff will work together to develop a schedule for covering the vacancies or emergencies subject to the provisions and limitations in this Agreement. Following such discussion, however, the Department Manager will develop such a schedule to meet the needs of the patients. The Department Manager will keep a list of the Teammates within each classification whose schedules have been adjusted. The Department Manager will attempt to equalize schedule adjustments based on seniority within each classification.

9.03 The Department Manager and his/her staff will work together to develop a system of patterned scheduling which will provide Teammates with a regular and consistent work schedule and which is consistent with the terms and conditions of the Agreement.

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9.04 Requests for earned PTO shall be made by means of the electronic scheduling system on or before the first Friday of the current schedule. Managers will make every reasonable effort to accommodate these requests when completing their schedules but due to the needs of patients it may not always be possible to grant such requests. The schedule will be posted in monthly or six (6) week periods by the eighteenth (18th) day of the current schedule. Once posted, there shall be no changes in the schedule without the Teammate's consent; this does not apply to cancellations. A Teammate may exchange hours with another staff member of like capabilities subject to the approval of the Department Manager providing the exchange does not result in overtime. Exchanges for full-time Teammates must be within the same pay period. Part-time (.1 - .9) Teammates may exchange hours using more than one (1) pay period. Exchanges must be presented to the Department Manager using the electronic scheduling system and must be submitted as far in advance as possible.

Unforeseen turnover/vacancies and leave of absences that occur after the schedule is posted can at times create a need to rebalance the schedule. It is the expectation that Teammates will work in a collaborative and collective way, to voluntarily rebalance the schedule to meet the needs of our patients and each other.

9.04.1 The preliminary schedule will be posted with weekend patterns and approved time off scheduled by the Hospital. Teammates will then fill in their respective schedules per their approved status and the guidelines established in the department to meet the needs of the department. Any adjustments will be done to meet the needs of the department by adjusting the schedule of the least senior Teammate providing the proper skill level is maintained on each shift.

9.04.1(A) Both the Hospital and Union encourage and support Teammates in their pursuit of an Associate, Bachelor, or Master's Degree in a health care related field. Teammates who are accepted into a qualified program, will at the beginning of each semester submit their class schedule to their immediate Supervisor/Director. The Hospital will assess the Teammate's request for a self-scheduling exception, taking into consideration the number of similar requests for a unit/shift, and the potential for an undue hardship in the unit's ability to grant normal vacation requests. If approved, the Teammate would be limited to one (1) day per calendar week, to coincide with the Teammate's class schedule.

9.04.2 FILLING OPEN SHIFTS

The schedule will be posted following the established electronic scheduling cycle. After the soft-balance process and the schedule is published, Teammates may sign up for open shifts through the online scheduling system for a period of seven (7) days from the date of the schedule posting, with Teammates who do not create overtime being given first consideration following seniority. If the Hospital is unable to avoid overtime, the most senior Teammate signing up for the shift that would create overtime will be awarded the shift. Once awarded, shifts will be placed on the schedule with clear designation as extra hours.

Likewise, new vacant shifts that become available after the schedule is published will be entered into the online scheduling system, and an email notification will be sent to Teammates. Teammates will be provided a period of forty-eight (48) hours to sign up, with Teammates who do not create overtime being given first consideration following seniority. If the Hospital is unable to avoid overtime, the most senior Teammate signing up for the shift that would create overtime will be awarded the shift.

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Vacancies that occur within forty-eight (48) hours of the shift start time will be posted and emailed to Teammates and will be awarded on a first come basis.

9.04.3 OFFERING CRUCIAL SHIFT PREMIUM PAY

The Hospital may, at its discretion, designate a vacant shift as eligible for Crucial Pay. For RNs, RTs, and Imaging Techs, Crucial Staffing pay level I is minimally $10.00/hour in addition to their normal pay. For RNs, RTs, and Imaging Techs, Crucial Staffing pay level II is minimally $20.00/hour in addition to their normal pay. For RNs, RTs, and Imaging Techs, Crucial Staffing pay level III is minimally $30.00/hour in addition to their normal pay.

When the Hospital designates a vacancy as bonus-eligible more than 8 hours prior to that shift, but no greater than 24 hours prior to the shift, the Hospital will notify teammates through the defined communications process. Bargaining unit members, based on seniority, will be provided 15 minutes to respond to the communication before the shift is filled, allowing them first opportunity.

Management must notify if/when they increase for other non-union situations as they should be uniformly applied to all teammates.

9.05 Except in an emergency, a Teammate shall be provided at least ten (10) consecutive hours off between scheduled shifts unless the Teammate requests or consents otherwise.

9.06 A weekend normally consists of a consecutive Saturday and Sunday. A Teammate permanently assigned to the night shift may request Friday and Saturday nights as constituting their regularly scheduled weekend off.

9.07 The Hospital will schedule a Teammate at least every other weekend off and in accordance with individual departmental needs except for a Teammate who is regularly scheduled for weekends only. Whenever it is possible to grant a Teammate an additional weekend off, such schedules shall be offered on the basis of rotation starting with most senior Teammate on that shift.

In situations where the Hospital is unable to fill weekend shifts due to vacancies, and the department has a weekend rotation that is greater than 1 in 3, the Hospital will first work with staff utilizing a collaborative process, in an attempt to find a temporary solution to staff the weekend shift vacancies. In such situations where the collaborative process is to be used, the Union shall receive notification as soon as possible. If the collaborative effort fails to cover the weekend shift vacancies, the department will temporarily go to a 1 in 3 weekend rotation, starting with the next schedule, until such time the vacancies are adequately addressed.

In situations where the weekend rotation groupings become unbalanced on a shift due to two (2) or more posted vacancies and/or leave of absences and there is a patient staffing need that is anticipated to exceed one (1) or more six (6) week schedules, the Manager will first ask for volunteer(s) to move their weekend rotation group. If there are no volunteers, the Manager may move the least senior Teammate to the rotation group that requires staffing support. An Teammate who is having their rotation changed will be provided advanced notice prior to the posting of the preliminary schedule. Any previously approved PTO will be honored in the implementation of a change in rotation.

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9.08 A Teammate desiring two consecutive weekends off due to personal reasons may exchange with another appropriate staff member, subject to the approval of their Department Manager.

9.09 When a Teammate wishes to work more than every other weekend, due to personal reasons (school, availability of sitter, etc.), the Department Manager will endeavor to accommodate them.

9.10 The scheduling policies will provide for both straight and rotating shifts.

ARTICLE 10

SCHEDULED AND DAILY FLOATS

10.01 FLOATING TEAMMATES TO NEEDED PATIENT CARE AREAS

Each Teammate is hired for a specific job classification, unit and shift(s). Although each Teammate is assigned to a primary unit and will work in this unit the majority of the time, they may be assigned to a unit other than their primary unit to give basic nursing care as defined below. The parties recognize that a Teammate may be hired for a float position to fill various unit requirements.

10.01.1 Basic nursing care means care that can be performed following a defined nursing procedure with minimum modification in which the responses of the patient to the nursing care are predictable. The following three conditions prevail at the same time in a basic patient situation:

A. The patient's clinical condition is predictable;

B. Medical or nursing orders are not changing frequently and do not contain complex modifications; and

C. The patient's clinical condition requires only basic nursing care.

10.02 The Teammate who is to float will do so as instructed. A Teammate in orientation shall not be considered eligible for float assignments. Float Teammates will not be placed in a charge position unless there is mutual agreement between the employer and the Teammate. A Teammate who floats to another unit with the expectation of taking an appropriate patient assignment will be provided with an orientation of up to two (2) days, based on their experience and using a competency check off tool. The Hospital reserves the right to schedule Teammates for orientation to other units.

10.03 The department manager will provide a form for all Teammates in each classification to document floating.

10.03.1 The form will be used by Teammates to document float assignments, dates as assigned by the manager, supervisor or charge nurse.

10.03.2 FLOAT ORDER

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Agency, Pool Staff and outside Float Program Staff will be the first to float out of the department. If there are none of these categories of staff working in the department, Teammates who have been formally oriented (as defined in 10.02) to the area being floated to, would be assigned to float.

If there are no formally oriented staff working in the department, inverse seniority will be used to establish the rotation for floating. Rotation will be among Teammates scheduled to work on the day/shift.

A. The first to be floated, when no Teammate has been floated, will be the least senior Teammate.

B. The Teammate whose last float date is the oldest will be assigned to float.

C. If a Teammate is scheduled as a Charge RN they will not be required to float, unless another assigned Charge is also working the shift. Charge that are passed over in the float rotation as the result of being the only assigned charge will move up the float rotation and become the next teammate in line for floating.

The Hospital may deviate from the above process in situations where following the process would create a hazard to patient care.

10.03.3 Circumstances that negate the floating requirement by a Teammate are:

A. If a Teammate whose turn it is by contract definition to float has volunteered to work an additional shift that day.

B. If a Teammate is scheduled as a Preceptor they will not be required to float, unless another assigned Preceptor is also working the shift. Preceptors that are passed over in the float rotation as the result of being the only assigned Preceptor will move up the float rotation and become the next Teammate in line for floating.

The Hospital may deviate from the above exceptions in situations where granting them would create a hazard to patient care.

10.03.4 The Teammate float list will rotate on a continuous basis.

ARTICLE 11

SHIFT CHANGES, TRANSFERS AND PROMOTIONS

11.01 POSTING

The existence of a bargaining unit vacancy will be posted for a period not to exceed seven (7) calendar days inclusive of the date of positing, in the department that the position is assigned and will contain information as to job classifications, department in which position is located, full or part-time (with denotation as to specific status) and shift. When it is anticipated that the position will most likely be filled from within the department, the manager may elect to directly contact department Teammates, following seniority, to verify their interest in the position. If a

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Teammate requests time to give further consideration to the position, they will be provided twenty-four (24) hours to provide verification of their interest. When the Hospital elects to utilize the direct contact of teammates posting process, once the position has been awarded, the Hospital will post a copy of the tracking document that reflects teammates who were contacted, their response, and the name of the individual who was awarded the position, in the department and provide a copy to the Union. When more than one (1) Teammate within the department signs a posting, or verifies their interest through the direct contact option, Hospital seniority will govern, provided:

A. The Teammate possesses all the technical and professional skills required in the position.

B. The Teammate's performance is relatively equal to the performance of the other Teammates signing the posting or verifying their interest through direct contact.

Once filled, the positing will be taken down. If posted and the position is not filled from within the department during the designated posting period, or if all Teammates confirm no interest in the vacancy when electing to directly contact department Teammates, it will be posted hospital wide. Based upon the anticipated level of department interest, or the availability of qualified department candidates, the Manager may elect to post the job hospital wide at, or any time after, the day it is posted departmentally. When a position is posted hospital wide, it shall be posted for seven (7) calendar days inclusive of the day of posting.

If there are no qualified applicants from within the department, qualified Teammates applying from outside the department will be given consideration in accordance with the provisions of 11.02. A copy of the announcement will be sent to the Union.

To apply to an intradepartmental posting, Teammates may either sign the posting or provide an email response to their manager no later than 5:00pm on the seventh (7th) day of the posting.

To apply for an interdepartmental posting, Teammates are to complete an on-line transfer application, which can be accessed through Advocate Aurora's website, no later than 5:00 p.m. on the seventh day of the posting.

The Hospital will notify the applicants and the Union within one week after the hiring decision.

11.01.1 NEW GRAD OVER HIRE

Both the Hospital and the Union recognize that the supply of critical need health care candidates is limited, with new graduates often being a primary source for recruitment/employment. It is agreed that the Hospital may over hire new graduates based upon projected need outside of the normal job posting process. Over hires will be limited to 1-2 per unit, based on the size of the unit, and will be assigned a home unit for holiday rotation, weekend rotation, and low census.

11.02 PERMANENT TRANSFERS AND PROMOTIONS

Permanent transfers and promotions to another position shall be determined on the basis of training, qualifications, experience, ability, attendance, performance and seniority, with seniority governing where other factors are relatively equal.

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11.02.1 An Teammate need not be considered for a posted vacancy until after they have completed one (1) year of employment. This section does not apply to shift changes and/or status changes within a department. For the purposes of this paragraph, the Emergency Room is a separate department.

11.02.2 The final decision for retention in any new position will be based on a new probationary period of ninety (90) days. This probationary period may be extended up to another ninety (90) days where the Hospital is of the opinion that the Teammate does not qualify for the position but might so qualify if given the opportunity for further probationary employment, and such decision will be reserved to the Hospital.

11.02.3 In the event a Teammate is found to be not qualified during the probationary period their employment shall return to their former job if available or a comparable job and said vacancy shall be re-posted in compliance with this Article. In the event that the former job is not available, and a comparable vacancy does not currently exist, the Teammate may elect to temporarily transfer to the hospital's staffing "pool" until a comparable job becomes available. The displaced Teammate will be assigned to the first comparable job that becomes available but shall retain first right to reclaim their original position should it become available within a one (1) year period. Should a Teammate fail to exercise their right to reclaim their former position when it first becomes available, they shall forfeit any further reclamation rights.

11.02.4 When a Teammate successfully completes their trial period, they shall not be eligible to bid for another position for a period of six (6) months from the completion of their probationary period in the most recent position. This section does not apply to shift changes and/or status changes within a department. For the purposes of this paragraph, the Emergency Room is a separate department.

11.02.5 A bargaining unit Teammate who transfers to a non-bargaining unit position within Aurora Medical Center Burlington or any Advocate Aurora affiliate and who elects to return to the bargaining unit would have their "seniority start date" for competitive purposes adjusted to reflect their time outside of the bargaining unit. The term competitive seniority shall mean the right established as a result of an accumulation of Aurora Medical Center Burlington service to achieve preferential treatment over other bargaining unit Teammates competing for a specific adjustment relating to hours or conditions of employment. For the purposes of benefits, the Teammate's original Advocate Aurora hire date would remain unchanged.

11.03 HIRING FROM THE OUTSIDE

Nothing herein contained shall prevent consideration of applicants from outside the Hospital, but the standards set forth in Section 11.02 of the Article shall be applied in the selection of any outside applicant. Preference shall be given to current Teammates.

11.04 Vacancies outside the bargaining unit may be posted for seven (7) calendar days. Teammates shall be eligible to apply for positions outside the bargaining unit, but these postings are outside the terms of this contract.

11.05 In the event there are no applicants or qualified applicants identified within the seven (7) day posting period, the Employer shall have the option of filling the vacancy from other sources in addition to those described in this Article.

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11.06 The decision to fill or not to fill a vacancy remains a function solely reserved to the Employer.

11.07 CHANGE IN STATUS

A Teammate who wishes to change her status from part-time to full-time or full-time to part-time may do so. However, it may be necessary for the Teammate to change their position.

11.08 A Teammate who changes from part-time to full-time or from full-time to part-time status shall suffer no loss of accrued benefits as a result of such change.

11.09 All postings will be for:

A. Straight day shift.

B. Straight P.M. shift.

C. Straight night shift.

D. Rotation between two of the three shifts.

11.10 ADVOCATE AURORA TRANSFERS

Teammates are eligible to transfer among Advocate Aurora affiliated facilities. A Teammate's original date of hire shall be maintained for benefit eligibility purposes, and for the provision of 2.01, upon such transfer, subject to the receiving facility's policies and procedures. Seniority, as used for competitive purposes at Aurora Medical Center Burlington, for Aurora transferees will be date of hire at Aurora Medical Center Burlington. The term competitive seniority shall mean the right established as a result of an accumulation of Aurora Medical Center Burlington service to achieve preferential treatment over other bargaining unit Teammates competing for a specific adjustment relating to hours or conditions of employment.

11.11 JOINT APPOINTED TEAMMATES

Joint appointed Teammates are those who are hired to work assigned hours in two (2) departments. Requests for joint appointment will be assessed by the Hospital, on a case by case basis to identify feasibility. If the Hospital determines that the request is feasible, the Hospital will meet with the Union to discuss and address any identified staffing concerns. The Hospital's approval will be based on the ability to resolve the identified concerns.

ARTICLE 12

PAID TIME OFF

12.01 ELIGIBILITY

A. All regular benefit eligible full and part time (regularly assigned 40 or more hours per pay period) Teammates are eligible for PTO benefits.

B. PTO starts to accrue on a Teammate's first date of employment in a full time or part time benefit eligible position.

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12.02 PTO ACCRUAL

A. Starting with the Teammate's date of employment, PTO will accrue for each paid hour of continuous service for Teammates assigned 40 or more hours per pay period, effective January 1, 2020 as follows:

Length of Service Based on Date of Employment	PTO Accrual Per Each Eligible Hour	Maximum Annual Accrual in Days
0 - < 3 Years	.0962	25
3 - < 5 Years	.1038	27
5 - < 10 Years	.1115	29
10 - < 15 Years	.1231	32
15 + Years	.1308	34

B. Full and part time Teammates regularly assigned 40 or more hours per pay period will accrue PTO at the same rate in accordance with the above schedule; however, since accruals are based on worked hours, part time Teammate accruals will be prorated.

C. PTO accruals will not be computed on more than 80 hours per pay period nor more than 2080 hours per year. PTO accrual from overtime hours will be computed at a straight time rate.

D. Further Paid Time Off details and/or requirements may be found in Advocate Aurora's Paid Time Off (PTO) Policy.

12.02.1 VOLUNTEER PAID TIME OFF

Bargaining union teammates will be eligible for Volunteer Paid Time Off in accordance with the Advocate Health VPTO policy as uniformly applied to all teammates.

12.03 AVAILABILITY OF PTO

A. PTO begins to accrue starting with the Teammate's first day of employment and is available for use at the end of each pay period. Teammates will not be allowed to borrow against an anticipated PTO bank or be frontloaded anticipated PTO time.

B. PTO can be used to receive pay for time off for any excused absence from work, provided the required notification process is followed for the type of absence incurred. PTO shall be used to meet the Teammate's assigned hours/status for each pay period, for vacation, illness, child illness, partial days of work missed, personal emergencies of a compelling nature that would prevent a Teammate from working their regular shift or any other time off from work approved by the Teammate's supervisor/director. A Teammate on an approved medical leave of absence, other than WI FMLA, is required to use their PTO during the leave until their PTO bank is reduced to twelve (12) hours for part-time teammates and twenty-four (24) hours for full-time teammates. This includes using PTO to supplement short- and long-term disability.

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PTO may, but will not be required, to be used for low census, holidays, or WI FMLA.

C. All six (6) official holidays recognized by Aurora have been built into the PTO accrual schedule. If a teammate works on the holiday, they will receive holiday pay that is automatically added to the timekeeping system.

D. PTO pay will be paid at a Teammate's hourly rate exclusive of shift premiums.

12.03.1 PTO PAYOUT OPTION

Teammates have the option to receive additional pay in lieu of paid time off twice a year in the months of May and November, in accordance with the following terms:

A. The number of PTO hours per year that are eligible for payout is limited to eighty (80) hours.

B. The minimum number of PTO hours that can be requested to be paid out is ten (10) hours in either May and/or November.

E. Teammates requesting a PTO payout are required to have an ending balance of forty (40) or more hours.

F. PTO hours are paid out at ninety percent (90%) of their value at the time of payout.

G. Teammates requesting PTO payout will do so through the electronic timekeeping program.

H. Within thirty (30) calendar days the Hospital will provide the union with a report that includes Teammate names, the amount of PTO cashed-out, and the remaining amount of accrued PTO in each Teammate's PTO bank.

12.04 USE OF PTO-PTO SCHEDULING

The maintenance of proper staffing levels is a prime responsibility of the Department Manager. To provide for an equitable distribution of scheduled PTO among teammates, requests for scheduled PTO must be planned in order to give a request due consideration. Each Department Manager will maintain a six (6) month calendar for PTO planning. A teammate will submit their PTO request using the electronic scheduling system to their Department Manager

A. Bi-Annual PTO Window:

These requests will be granted according to Hospital seniority within a department, Request during the Bi-Annual PTO window is limited to full week or more requests. First week must be a full week- subsequent consecutive time may be partial or full week requests based on the teammates' assigned hours. If no full PTO requests are submitted for the same week, partial PTO requests will be considered.

During the October bi-annual PTO window for the following calendar year, bargaining unit members may submit one partial or full week, PTO-S, request for the period of time beyond the next six months (July 1st-December 31st). Such requests shall be approved by the November 30th approval/denial date.

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During the month of April, scheduled PTO request may be made for only the next six (6) months (July 1st through December 31st). Bi-Annual PTO window requests will be approved or denied by November 30th or May 30th based on above schedule.

Teammate PTO requests and Manager approval or denial shall follow the below grid:

Teammate Request Date	**PTO Request Timeframe**	**Manager Approval/Denial Date**
October 30	Jan 1st – June 30	November 30
April 30	July 1- Dec. 31	May 30

B. After October 31st and May 1st (6-month PTO Window) the PTO request and approval process is as follows:

(1) The first person requesting scheduled PTO will have priority.

(2) If two or more Teammates submit a request for PTO on the same day for the same time period, Hospital seniority within the department will prevail.

(3) A Teammate who submits their scheduled PTO request after the appropriate request date is not automatically precluded from taking PTO but is subject to department staffing.

a) The manager will assess PTO request that are outside of the bi-annual 6-month PTO window to determine whether or not a previous PTO request(s) had been received and approved during the week of the bargaining unit member's request. If there are no other PTO requests that have been approved during that week in the bargaining unit member's department and shift that the bargaining unit member works, the manager will notify the bargaining unit member typically within thirty (30) days of the manager's receipt of the request that the request has been approved.

b) If there are already approved PTO requests during the week, in the department on the same shift, the manager will assess and determine, based on the manager's responsibility to maintain proper staffing levels, whether the bargaining unit member's request is approved or denied, either during the scheduling processing, if the request is on hold after having been initially denied, or within thirty (30 days) of the manager's receipt of the request.

(4) When PTO requests cannot be scheduled by the Employer, the Teammate may submit an alternate request.

A teammate may submit their PTO request using the scheduling platform based on the practice established in the Teammate's department. Teammates may additionally send a request via email if desired.

12.04.1 PTO AVAILABILITY

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Teammates are responsible for managing the use of their accrued PTO and ensuring that sufficient PTO is available to cover their request. Teammate requests for PTO will be denied when the projected PTO accrual is insufficient to cover the request. Previously approved PTO requests will be rescinded if the Teammate has insufficient accrued PTO to cover their request when the preliminary work schedule is posted. The teammate should monitor their PTO hours prior to the start of the schedule being posted. Exceptions will be made for approved medical leaves which result in insufficient PTO.

12.05 The period of time that falls during the week of Thanksgiving and the time between Christmas Eve and New Year's Day has historically been a difficult period of time to secure staff replacement. Initially, only a limited number of PTO requests will be approved over this time period. Approvals will be based upon the projected staffing needs of the Hospital and the availability of replacement staff.

Teammates requesting PTO during this period will receive notification of approval/denial by August 1st. Based on the unit needs at the time the schedule is being completed for this period, other requests will also be considered, with first priority being given to those senior teammates whose previous PTO window requests for this time period was denied.

12.05.1 PTO SENIORITY LIMITATIONS – HOLIDAYS

PTO requests for the weeks that Christmas, New Years and the 4th of July fall into are seen as highly desirable time for requesting PTO. The teammate receiving PTO during these designated times in the current year will not be eligible to exercise their seniority for the same period(s) in the following year. The next lower senior teammate's request will be given first consideration. Seniority will rotate among the top six (6) senior teammates on each shift in the department.

A. Process steps for PTO requests between Christmas Eve & New Year's Day are as follows:

1. For the period of time that falls between Christmas Eve and New Year's Day, the Hospital attempts to allow for up to 36 hours of PTO/shift, "based upon the projected staffing needs of the Hospital, and the availability of replacement staff (12.05)."

2. Those who received approved PTO (excluding the use of PTO resulting from Low Census) in the prior year for the period between Christmas Eve and New Year's Day, may request PTO, but are not initially eligible for consideration.

3. The highest senior Teammate on a shift requesting PTO, who did not receive PTO during this period in the prior year will be approved up to the amount of PTO available, based upon the staffing needs of the Hospital.

4. If available PTO remains on a shift, the next highest senior Teammate requesting PTO on the shift, who did not receive PTO in the prior year, will be approved up to the amount of available PTO. Similarly, if there is further available PTO remaining, the next highest senior Teammate requesting PTO, who did not receive PTO in the prior year would be approved up to the amount of available PTO.

5. Any available PTO that is not approved following steps 3 and 4 will then become available to those bargaining unit members who requested PTO during the PTO

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Window (Step 2) who received PTO in the prior year following seniority.

6. Requests received during the October PTO Window that are denied, as well as requests received after the October 31st PTO Window, will be evaluated during the scheduling process for the period between Christmas Eve and New Year's Day and either be approved or denied based on staffing needs [12.04(B)(3)(b)].

7. The week that July 4th falls into will be addressed following the above process; however, the approval/denial of requests will occur by May 30th [12.04(A)] along with other PTO Window requests.

B. Within the October PTO Window, requests for PTO between Christmas Eve and New Year's Day will be exempt from the 12.04(A) requirement that requests be limited to a full week (or more).

12.06 A Teammate will not be granted more than two (2) weeks of PTO in one (1) segment until all other Teammates have had the opportunity to request PTO during the same time period according to the PTO request schedule.

12.07 A Teammate who completes two (2) years of employment and whose weekend rotation is either every other or every third is allowed one (1) weekend off prior to their next anniversary date that will not require self-replacement or make-up. A Teammate who completes five (5) years of employment and whose weekend rotation is either every other or every third is allowed three (3) weekends off prior to their next anniversary date that will not require self-replacement or make-up. This provision applies to both full and part time Teammates.

12.08 A Teammate who completes fifteen (15) years of employment and whose weekend rotation is either every other or every third is allowed four (4) weekends off prior to their next anniversary date that will not require self-replacement or make-up. This provision applies to both full and part time Teammates.

12.09 Teammates regularly scheduled for a weekend program may take earned PTO time on either the weekend off, or as PTO on weekdays.

12.10 Teammates who are eligible for Free Weekends under 12.07, 12.08 may choose to split one (1) Free Weekend per year.

12.11 UNUSED PTO TIME UPON TERMINATION

A. Teammates will receive a lump sum payment for their unused PTO accruals in the pay period following the one in which they receive their last paycheck for active work, provided a two (2) week notice has been given and they are not discharged for misconduct.

B. The payment of unused PTO does not extend service for a terminating Teammate.

C. Unused PTO upon termination without proper notice or upon discharge for misconduct is forfeited by the Teammate.

Based upon the need of the department, a Teammate's supervisor for unique circumstances may waive the requirement of the Teammate having to provide proper notice upon termination in order to receive payment of unused PTO accruals. The waiver must be pre-

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approved in writing prior to the Teammate's termination, state the unique circumstances, and be submitted in a timely manner for processing prior to the Teammate's termination.

D. Upon termination of employment due to the death of an active Teammate, all unused PTO will be paid.

E. Upon the involuntary termination of a Teammate which is not the result of a discharge for misconduct, all unused PTO will be paid.

12.12 Teammates will still be eligible to accrue PTO even if their accrued PTO balance equals or exceeds their annual maximum accrual rate through pay period 1 of 2025.

ARTICLE 13

HOLIDAYS

13.01 All nursing Teammates covered under this Agreement will work three (3) of the Legal holidays which are:

A. Memorial Day, Labor Day, Christmas

B. 4th of July, Thanksgiving, New Years

A Teammate covered under this Agreement who is outside the Nursing Department will work the legal holidays in accordance with their departmental needs. During the scheduling soft-balance process, a manager may move a Teammate off their holiday to work to a different work day by first offering the schedule adjustment by seniority. If no one accepts the schedule adjustment, the least senior Teammate scheduled to work the holiday who is not already scheduled to work on the identified day of need will be adjusted. However, a Teammate will not be adjusted on consecutive holidays. In the event that were to occur, the next least senior Teammate shall be adjusted.

13.02 The recognized holiday begins at 10:30 PM (beginning of night shift) on the day preceding the holiday and ends at 11:15 PM (end of the PM shift) on the day of the holiday. Whenever possible Teammates will have the option of not being scheduled or assigned for both the eve and the day of Christmas and/or New Years.

13.03 The requirement of working three (3) legal holidays set forth in Section 13.01 does not apply to the weekend program. Additionally, when a holiday falls on a weekend, the weekend program teammate will not be included in the soft balance adjustment.

For departments with less than 4 teammates to an assigned shift, weekend program teammates may be required to partake in holiday rotation to ensure adequate staffing and safe patient care.

13.04 HOLIDAY SCHEDULING COMMITMENT

The pay period(s) in which holidays fall have historically been a challenge to staff. In order to ensure the hospital has adequate staff to meet the needs of our patients, managers may schedule Teammates to work up to their assigned FTE, if scheduled the holiday off, during the soft-

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balance process. This is limited to one (1) holiday per calendar year, by rotation following inverse seniority.

Teammates scheduled off on a holiday who voluntarily agree to work up to their assigned FTE during a holiday week will be considered to have met their one (1) holiday per calendar year requirement.

ARTICLE 14

BENEFITS

14.01 Teammates will be eligible to participate in Advocate Aurora Health's present and future generally applicable benefit plans and programs, to the same extent, and subject to all the same terms and conditions as benefits eligible employees not covered by a collective bargaining agreement.

14.02 All elements of the benefits to the plan are subject to change, provided such changes are uniformly applied to all Advocate Aurora Health teammates participating in the plans listed above. The Hospital would agree to meet with the Union at least sixty (60) days prior to the implementation of the changes for the purpose of explaining the changes, the business reason for the changes and the cost impact on premium changes.

ARTICLE 15

PROFESSIONAL LIABILITY INSURANCE

15.01 The Hospital will maintain liability insurance which will provide protection for all Teammates against claims or suits arising from duties performed for or at the direction of the Hospital. Hospital will provide a copy of the policy and coverage to the Union.

ARTICLE 16

TRAINING AND EDUCATION

16.01 New teammates will complete the Advocate Aurora New Teammate Orientation Course on their first day of employment and then progress to their department orientation.

16.01.1 The Hospital and the Union will mutually agree upon a set day and time that falls into the new hire's second week of employment for the Union to distribute material that explains the Union and its functions. The Hospital will provide the name, position, department, and phone number of new hires to the Union once the day and time has been established.

16.02 Teammates in orientation will not be considered part of the normal staffing complement of the department. The department manager and preceptor are responsible for the coordination of the orientation of internal transfers or new teammates to the Hospital and the department. Orientation of the teammate is completed when the orientation team and teammate jointly agree that demonstration of the competency in the performance of the critical and frequent tasks of the department has been accomplished as outlined on the required orientation documents.

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16.03 IN-SERVICE EDUCATION AND TRAINING

The Hospital will provide at least twelve (12) programs of education and training to aid Teammates in developing their expertise and to keep them abreast of their ever-changing professional and technical needs. In-services are classified as either general or mandatory. Mandatory programs will be at no cost to the Teammate. A mandatory in-service is one which is required for a Teammate.

16.04.1 GENERAL IN-SERVICE POLICY

A general in-service program is defined as a program which may be of interest or benefit to a Teammate, although it is not essential or required for improved job performance.

16.04.2 Mandatory in-service will be posted as such and may be specific for a certain department, i.e., OB or a group of personnel, i.e., RN's. Teammates not included in the postings may attend these in-services, but they will not be paid without prior approval for pay from their supervisor or manager.

16.05 SCHEDULING OF IN-SERVICE PROGRAMS

The Hospital will schedule programs as many times as possible to accommodate those who must attend.

16.06 SHORT-TERM EDUCATIONAL PROGRAMS FOR PROFESSIONAL & TECHNICAL DEVELOPMENT

The Hospital encourages Teammates to attend seminars and agrees to budget continuing education fee reimbursement for approved job-related programs, at a minimum of $325 per Teammate per calendar year. Approval will not be unreasonably denied but will be based on the business needs of the Hospital. Such time in attendance at approved, job-related seminars shall be considered hours worked. Teammates will not normally be allowed to attend more than one (1) Teammate requested seminar annually. A reasonable effort will be made to schedule seminar attendance as part of the Teammate’s normal work schedule (assigned hours), subject to the staffing needs of the Hospital. A Teammate interested in attending seminars shall make their request on a form provided by the Hospital for approval.

16.07 If the Hospital requests a Teammate to attend an educational program, the Teammate will be considered on a regular work schedule and expenses will be reimbursed.

16.08 The Union may request the use of space in the Hospital to present continuing education programs. In requesting such space, the Union will follow the established Hospital room reservation procedure. Attendance at such programs will be on the Teammate's own time. The Union's continuing education programs will not be considered a substitute for the Hospital's educational programs.

16.09 EDUCATIONAL ASSISTANCE PROGRAM

Teammates qualify to participate in the Advocate Aurora Educational Assistance Program.

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Further details and/or requirements may be found in the Advocate Aurora Educational Assistance policy.

16.09.01 Teammates qualify to participate in education assistance programs in accordance with the guidelines set forth in the Education Assistance Programs policy. The program covers education that applies to improvement and/or enhancement of a teammate's knowledge and skills in their current position or for one that they can reasonably expect to attain within Advocate Aurora. Details and requirements may be found in the policy. The Educational Assistance Program includes Teammates under a 0.5 FTE.

16.10 CERTIFICATION

The Hospital will reimburse nurses for their American Nurses Association (ANA) or specialty group certification and re-certification for their current area of practice. Nurses must be employed in their specialty area for the required number of hours designated by the certifying organization. Reimbursement does not include late application fees, professional association dues, or CEUs. Should Aurora Health Care change its practice and pre-pay for certifications, the change will be provided to union Teammates.

ARTICLE 17

TEAMMATE RESIGNATION

17.01 A Teammate covered by this Agreement electing to resign their employment will give the employer two (2) weeks written notice and shall continue in the employer's service during the two (2) week period with the exception that the Teammate may request to leave sooner provided competent replacement can be made by the Employer. The Teammate will submit a written resignation to their leader in an electronic format (i.e., email).

17.02 A Teammate who terminates employment without giving the employer the required notice, leaves their employment before the end of the two (2) week period or is terminated for just cause, shall forfeit any unused accrued PTO.

17.03 The Employer may require a Teammate who has given the required two (2) weeks written notice to terminate before the scheduled termination date. In this event, the Teammate will receive their unused accrued PTO through the originally scheduled termination date and shall be paid their normal pay through the termination date.

ARTICLE 18

HEALTH AND SAFETY

18.01 The Employer shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to ensure Teammate health and safety. Teammates shall observe all rules and regulations pertaining to health and safety. Should any Teammate become aware of conditions they believe to be unhealthy or dangerous to the health and safety of Teammates or patients, the Teammate shall report the condition immediately to the Department Manager/Supervisor. All unsafe or unhealthy conditions shall be remedied as soon as is

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practicable. A Teammate shall not be required to work under conditions which in their judgment are unsafe or unhealthy.

18.02 TOOLS, EQUIPMENT AND OTHER MATERIALS

The Employer will make every effort to provide and maintain safe working conditions, equipment and supplies required for Teammates to accomplish their duties and responsibilities. The Union and the employer recognize that members of the bargaining unit have a responsibility to report any unsafe condition or practice within their knowledge and for the proper use and care of equipment and supplies furnished by the Employer.

18.03 PHYSICAL EXAMINATIONS

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

Completion of health assessment forms that are not required by state code (HSS 124) are optional; however, if the Teammate elects to not complete the form, they will return it and so indicate their election to not complete the form.

18.04 The Hospital shall notify a Teammate thirty (30) calendar days prior to the date the required physical examination is due.

18.05 ILLNESS WHILE ON DUTY

A teammate who becomes ill while on duty must notify their immediate supervisor before going home ill. The employer reserves the right to require whatever physical examinations and/or tests may be deemed necessary upon return from medical absences or personal leaves.

18.06 INJURY WHILE ON DUTY

A teammate who is injured while on duty must complete an online incident report. Depending on the type of injury, the teammate may be required to seek care at Employee Health, Occupational Health or the Emergency Department. Teammates must notify their immediate supervisor prior to going home from a work-related injury.

18.07 TEAMMATE VACCINATIONS

The following vaccines will be offered to Teammates upon hire, but not required: MMR, Hepatitis B, and tDap. If a teammate would like to get vaccinated at any point during their employment, they will be able to contact Employee Health to schedule at no cost. If a teammate has a known exposure, titers and/or boosters will be available and offered based on exposure type and evaluation. Varicella vaccine is not available at this time, but titers can be drawn upon request.

18.08 FLU VACCINE

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Advocate Aurora Health is committed to the health and well-being of our patients and teammates. All teammates are required to receive an annual flu vaccination as a condition of employment. Teammates requesting a medical or religious exemption will need to submit a "Flu Exemption Request" to Employee Health by the designated date established by AAH. Teammates will be typically be notified prior to the start of the flu vaccination clinics as to whether their request has been approved or denied. If the request is not approved, it is expected that the teammate obtain the vaccination prior to the end of the established flu vaccination period.

ARTICLE 19

TIMEKEEPING RESPONSIBILITY

19.01 TIMEKEEPING

Each Teammate will accurately record their worked and non-worked time through the electronic time and attendance system, in accordance with Hospital policy and procedure. The Teammate shall be informed of any changes and/or corrections affecting their total pay.

19.02 TIMEKEEPING RESPONSIBILITY

Necessary adjustments will be made in the next regular paycheck unless an error of $100 or more is made by the Hospital, in which case a separate payment for the amount of the error will be issued within one (1) business day.

ARTICLE 20

PERSONNEL RECORDS REQUEST

20.01 If a teammate would like additional information from their file, they would need to complete the Personnel Records Request Form and return the completed form to My HR Navigator.

20.02 After inspecting their Human Resources file, the Teammate will sign a form in the presence of a Human Resources department Teammate or the Teammate's manager indicating the date the file was inspected. A Teammate will be allowed to comment in writing with regards to the contents of their file and such comments will become part of the file. The form will become a part of the file. No material from the file may be removed from the Human Resources department.

ARTICLE 21

STRIKES AND LOCKOUTS

21.01 The Union agrees that during the term of this Agreement, it will not authorize, instigate or approve any strike, sympathy strike, work stoppage, slowdowns, or other activity which interferes with the employer's operation and that its members who are Teammates of the employer will render efficient and diligent service. The employer agrees that there will be no lockout of its Teammates. It is understood and agreed that the term "lockout" does not include the shutting down or discontinuance of all or part of the employer's operations for business reasons.

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21.02 Any Teammate whether or not a member of the Union engaging in, participating in or encouraging any violation of this Article may be disciplined or immediately discharged without notice by the employer. This provision will be subject to the grievance procedure only as to whether or not a Teammate has participated in or encouraged such action.

ARTICLE 22

SEPARABILITY & SAVINGS

22.01 In the event any provision of this agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

22.02 In the event any provision is held or determined to be invalid, the employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE 23

MAINTAINING A DRUG-FREE WORKPLACE

23.01 The Hospital, teammates and the Union have a joint interest in guidelines that support Advocate Aurora Health's commitment to providing a safe, healthy and secure work environment free from drug and/or alcohol abuse, for our patients, teammates and other individuals doing business with Advocate Aurora Health, and to meet Advocate Aurora's obligations under the Drug Free Workplace Act of 1988. As a condition of employment, all teammates are required to abide by the guidelines set forth in the Maintaining A Drug and Alcohol-Free Workplace policy.

23.02 When a manager or supervisor suspects alcohol or drug use or abuse they will follow the process for Reasonable Suspicion Drug & Alcohol Screening in accordance with the Maintaining A Drug and Alcohol-Free Workplace policy. The teammate will be given the opportunity to contact a Union representative prior to screening; however, screening will not be delayed in any way by such contact or attempt to contact.

ARTICLE 24

MISCELLANEOUS

24.01 BULLETIN BOARD

The employer will allow the Union to post notices in each bargaining department in a mutually agreed upon space between the Union and the Hospital. The Union agrees to provide the Human Resources department with a copy of the notices for approval.

24.03 SEVERANCE

Teammates who are terminated as a result of a layoff are eligible for severance pay, benefits and out placement services provided they sign the Employer's severance agreement. The Hospital

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reserves the right to change this severance package for bargaining unit Teammates if the same changes are made for non-bargaining unit Teammates and agrees to offer to meet with, not negotiate with the Union prior to implementing such changes.

24.04.1 SEVERANCE BENEFITS

The Employer will continue to pay its contribution toward health and/or dental insurance premiums under COBRA, provided the Teammate continues to pay their portion of the premiums from their severance payments, for the period of time the Teammate receives severance pay or until the Teammate becomes eligible for other group insurance coverage with another employer, whichever occurs first.

24.04.2 OUTPLACEMENT

Separated Teammates are eligible for out placement services offered by an agency selected and paid for by the Employer.

24.05 Both parties shall institute and maintain a Human Relations Committee comprised of an equal number of employer representatives and union representatives. In addition to addressing general management/labor issues of mutual interest, the committee will also meet to discuss potential changes that would impact employment terms or conditions. In such situations, the purpose of the meetings will be to discuss initiatives, gather information, analyze/assess impact, and explore solutions prior to the final decision to implement. The parties agree that every reasonable effort will be made to avoid bargaining unit Teammates being terminated or laid off as a result of the hospital's need to change the provision of services. This section does not change and/or supersede the rights established under this agreement.

The committee will meet at a minimum of one time per month but may meet more frequently based on need. Committee members will receive their regular rate of pay for time spent in committee meetings.

Union steward(s) may be paid at their base rate for up to one (1) additional hour per month to manage grievances. Documentation of union-related work must be provided to support this paid time. Steward activities must be communicated and approved in advance with hospital leader and not impact patient care.

24.06 The use of "manager", "supervisor" and "director" are used interchangeably to refer to management personnel in this Agreement.

24.07 CHARGE RN

Registered Nurses who are members of the bargaining unit may regularly perform the Charge Nurse role to support patient care and effective unit operatiaons. The Charge Nurse coordinates patient care activities, staffing assignments, and unit operations during a shift, which may include, but are not limited to, these responsibilities, and does not have authority to hire, fire, and discipline. The role is an assignment based on demonstrated competency, clinical judgment, and relevant experience, consistent with patient care demands and unit or department requirements. Departments shall maintain a Charge RN binder with relevant information to the role. The Charge RN must maintain competencies and certifications of the department in which they are assigned.

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Charge Nurse responsibilities shall be distributed among qualified bargaining unit nurses. If there are no qualified bargaining unit nurses, as determined by hospital leadership, to operate as Charge RN, then the hospital may assign Charge RN responsibilities to a qualified and competent RN working on the unit for that shift.

24.08 ED TRIAGE

Only Registered Nurses who are members of the bargaining unit may regularly perform the Triage Nurse role to support patient care and effective unit operations. The Triage Nurse is a Registered Nurse assigned as needed to perform initial patient assessment and prioritization of patients presenting to the Emergency Department in accordance with established clinical protocols and standards of care. The role is an assignment based on demonstrated competency, clinical judgment, and relevant experience, consistent with patient care demands and unit or department needs.

ARTICLE 25

DURATION OF AGREEMENT

The term of this Agreement will be from June 1, 2026 through May 31, 2028. The effective date of the Agreement will be June 1, 2026 and shall continue in full force and effect through May 31, 2028 and shall continue from year-to-year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate or modify the provisions of this Agreement.

Employer	Union
AURORA MEDICAL CENTER OF BURLINGTON	WFNHP, LOCAL 5000, BURLINGTON CHAPTER
DocuSigned by: Christie Peterson BEDBC30E81BA4D2... 8/28/2026	Signed by: Bethany McMahon 5D6B64AEBD1D446... 8/26/2026
Christie Peterson Date	Bethany McMahon Date
Senior Vice President People & Business Partnerships	President

DS

Legal

SUMMARY OF REGULAR TEN-HOUR SHIFT PROVISIONS

Overtime

Overtime will be paid for all hours worked in excess of forty (40) hours in the designated work week, in accordance with the provisions of 5.03.

PTO and Other Time Off

An employee regularly scheduled for ten-hour shifts will be eligible for PTO, jury duty and funeral leave in the same manner as other employees, except they shall receive pay for 10 hours for each full day missed.

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SUMMARY OF REGULAR TWELVE-HOUR SHIFT PROVISIONS

Overtime

Overtime will be paid for all hours worked in excess of forty (40) hours in the designated work week, in accordance with the provisions of 5.03.

PTO and Other Time Off

An employee regularly scheduled for 12-hour shifts will be eligible for PTO, jury duty and funeral leave in the same manner as other employees, except they shall receive pay for 12 hours for each full day missed.

Rest Breaks

An employee regularly scheduled for 12-hour shifts should be provided, when possible, two (2) - 15 minute rest breaks during their assigned shift.

SUMMARY OF PROVISIONS WEEKEND PROGRAM

The Hospital will implement three weekend programs for Registered Nurses, Radiologic Technologists, and Respiratory Therapists.

(1) A Teammate regularly scheduled for twenty-four (24) hours on weekends will receive:

- Rate of pay per pay grade
- Applicable shift premium
- Eleven dollars ($11.00) premium per hour worked on weekends for RN's; eight dollars ($8.00) premium per hour worked on weekends for Radiologic Technologists and Respiratory Therapists.
- Part-time (.6) benefits

(2) A Teammate regularly scheduled for thirty-six (36) hours on weekends will receive:

- Rate of pay per pay grade
- Applicable shift premium
- Eleven dollars ($11.00) premium per hour worked on weekends for RN's; eight dollars ($8.00) premium per hour worked on weekends for Radiologic Technologists and Respiratory Therapists.
- Full-time Benefit Eligible

Teammates regularly scheduled for a weekend program must be willing and able to make a minimum six-month commitment to the program.

Teammates regularly scheduled for a weekend program are limited to four weekends off per year. Teammates with 20 or more years of service will be allowed five (5) weekends off per year. The Teammate may be granted a holiday weekend off if the manager determines staffing is sufficient to accommodate the request.

Overtime

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Overtime will be paid for all hours worked in excess of forty (40) hours in the designated work week, in accordance with the provisions of 5.03.

PTO

Earned PTO time may be taken on the scheduled four weekends off per year, or as paid time on weekdays.

Holidays

The requirement of working three (3) legal holidays set forth in Section 13.01 does not apply to the weekend program.

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EXHIBIT "A"

Aurora Medical Center Burlington
Burlington, Wisconsin
Local 5012

PAY GRADES

1. Effective January 11, 2026, the minimum pay grades are as follows:

Job Title	Min	Mid	Max
Registered Nurse AMHB	$38.20	$47.75	$57.30
Registered Nurse WP AMHB	$38.20	$47.75	$57.30
Registered Nurse New License AMHB	$38.20	$47.75	$57.30
Registered Nurse New License WP AMHB	$38.20	$47.75	$57.30
Imaging Technologist I AMHB	$33.05	$41.30	$49.60
Radiologic Technologist II AMHB	$30.70	$38.40	$46.05
Medical Laboratory Technician AMHB	$25.30	$31.60	$37.95
Respiratory Therapist AMHB	$33.05	$41.30	$49.60
Respiratory Therapist WP AMHB	$33.05	$41.30	$49.60

2. Pay Increases

A. Management will offer opportunity to meet with each member as part of the Year End Performance Review Process to discuss performance, review, and explain the member's rating.

B. 2026, for performance year 2025, merit increases will be a matrix based on performance and position in range (grid below). Eligibility is based on a hire/rehire date on or before Feb. 7, 2026 and actively employed at time of effective date post ratification of the contract. All teammates nearing the maximum will receive a base pay increase up to the max of the pay range, with any remaining amount paid as a lump sum.

	Position in Range			
Performance Score	**0.0%-25.00%**	**25.0%1-50.0%**	**50.01%-75.00%**	**75.01%+**
Low	0.00%	0.00%	0.00%	0.00%
Approaching Solid	1.50%	1.00%	1.00%	1.00%
Solid	3.60%	3.40%	3.20%	3.00%
Approaching High	4.25%	4.00%	3.75%	3.50%
High	4.50%	4.25%	4.00%	3.75%

C. If the teammate submits their self-evaluation on time and disagrees with their performance rating, they may request a formal review at the next regularly scheduled Human Relations Committee meeting. A joint panel—two Management and two Union representatives—will conduct the review. The teammate may present their self-evaluation, along with the manager's original review, and any other information the teammate believes to be relevant. After review, the panel will vote to uphold or adjust the rating; a majority vote will decide. If the vote is tied, the Chief Nursing Officer will make the final decision based only on the evidence reviewed and will not serve on the Committee during this process. The decision will be final and binding, not subject to the grievance procedure, and will

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be issued within thirty (30) days of the review.

D. For the duration of the contract, follow the 2026 merit process for additional years effective as above.

E. If the Hospital proceeds with compression or market adjustment process during course of agreement, the Hospital agrees to meet to review and align once the budget is approved.

3. Registered Nurses, Radiologic Technologists and Respiratory Therapists are eligible to participate in Aurora's Career Ladder programs in accordance with the terms and conditions of the programs, which are subject to change provided the same change is made to other Aurora Teammates utilizing the model.

The Union will be provided no less than 30-day notification prior to any change to the Career Ladders. The Hospital will meet with the Union to discuss the transition and impact to Teammates.

4. Excluding pay grade agreed upon minimums, and annual merit minimums, all pay increases beyond what is specified in the contract shall be bargained.

However, the Hospital and the Union have mutually agreed to review any new pay practices that are updated or modified prior to implementation for the duration of the new contract. The pay practice updates, or modifications will be implemented within the same timeframe as applied across Advocate Aurora.

5. Merit Program

a) Merit increases are not subject to a grievance procedure, but to a review process before a review committee made up of two Union representatives, two members designated by the Hospital, and the Director of Human Resources. Decisions of the review committee may be appealed to the Executive Leader, whose decision shall be final.

b) The Union agrees to accept Advocate Aurora's new performance evaluation tool for determining merit increases, which includes the following components: Major Job Responsibilities, Goals, Advocate Aurora Teammate Behaviors & Professional Conduct.

6. New Teammate Hire Rates
New Teammates may be placed above the minimum provided current Teammates with similar experience receive rates of pay equal to or greater than the rate paid to new hires. Similar experience shall mean recent years of verifiable experience in the relevant classification.

7. Sign-On Bonus
A sign-on bonus may be paid to new hires as a recruitment incentive for designated vacant positions. The amount of the bonus for full-time vacancies will be determined by the Hospital based upon market need, but at a minimum will be fifteen hundred ($1,500) for RNs, and a minimum of one thousand ($1,000) for technical positions. The amount of the sign-on bonus for designated part-time vacancies shall be prorated (i.e., 80% of full-time bonus for a 0.8 FTE part-time vacancy). One-half (1/2) of the bonus would be payable after successful completion of the probationary period and one-half (1/2) after the first-year employment anniversary. Should employment status change during the first year of employment, the amount will be adjusted accordingly. The Hospital shall notify the Union whenever bonuses are being utilized as a recruitment incentive.

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8. Teammate Referral Bonus Program
   Bargaining Unit Teammates are eligible to participate in the Advocate Aurora Teammate Referral Bonus Program in accordance with the provisions of the program. Advocate Aurora modifies the program from time to time based on market needs. Teammates may access the Referral Bonus Program through the on-line My HR Connection.

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EXHIBIT "B"

Compensation Pay Practice
Effective: July 8, 2007
Revised:

REGISTERED NURSE FLOAT PROGRAM (BARGAINING UNIT)

I. PURPOSE

The purpose of this pay practice is to outline the requirements, eligibility and compensation for Teammates that are assigned to the Registered Nurse Float Program.

II. POLICY

The Registered Nurse Float Program is designed to accommodate staffing fluctuations associated with patient volumes, acuity and vacancies. It is designed to maximize its attractiveness through flexibility, control of staffing, and incentive compensation.

III. REQUIREMENTS

A. Must have demonstrated clinical competencies based on specialty standards. Satisfactory performance is required.

B. Must complete orientation and in-service requirements as established for the assigned job(s) and as identified by all applicable regulatory and accreditation agencies.

C. The Hospital leadership will determine the number of positions available for each unit (base).

D. Teammates may be hired for a specific shift, or to work between shifts utilizing the eight (8) and/or twelve (12) hour shift format.

E. Required to cross-train to multiple units, and will be scheduled in various units based on vacancies and need. Advanced Cardiac Life Support (ACLS) certification is required.

F. Teammates are assigned to a "base" unit, but are required to work other units based on need.

G. If insufficient vacancies exist to meet the Teammate's assigned hours, the Hospital will schedule the Teammate in the unit that has the greatest projected need, and are floated to other areas based on greatest need.

H. Weekends are scheduled on an as needed basis, with a minimum of every other weekend off.

I. Teammates assigned to this program are included in the Holiday rotation.

J. Cancellation/On Call follows a rotation, based on seniority, within the unit the Teammate is scheduled to work following the provisions of 8.10 of the bargaining agreement.

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IV. ELIGIBILITY

A. Teammates must be assigned a minimum of sixteen (16) hours per pay period.

B. Positions are posted and filled in accordance with the provisions of Article 11 of the bargaining agreement.

C. Must commit to a minimum of six (6) months program participation.

V. COMPENSATION

A. The Teammate's base pay rate is determined by experience and expertise at the time of hire.

B. Teammates assigned to the program receive a premium of $5.00 per hour for all worked hours.

C. Teammates are eligible for shift premiums; overtime and other incentive pay practices that are available to Registered Nurses.

D. All paid non-worked time will be paid at the Teammate's base rate. This includes but is not limited to orientation, in-service and paid time off.

E. Worked hours include the following pay codes:

Pay Code	Description
Not required- captured in timekeeping system	Regular Hours
CP	Charge Hours
Not required- captured in timekeeping system	Regular Overtime Hours
CP	Charge Overtime Hours
CI	Call-In Overtime
CSI/CSII	Crucial Shift

BENEFITS

F. Benefits are based on assigned hours in accordance with the provisions of the Bargaining Agreement.

G. All benefits to include paid time off, STD, LTD, etc., are calculated on the Teammate's base rate of pay and assigned hours.

VI. GENERAL

A. Abuse of this policy, procedure or practice is subject to the disciplinary process in accordance with provisions of the Bargaining Agreement (Article 6).

B. Teammates in this program are governed by all applicable AMCB/Aurora Health Care policies, procedures and practices.

C. Not all aspects of this program will be in writing. The fact that any aspect of this program is not in writing does not make in inapplicable. The Bargaining Agreement and Aurora's practices will be followed in regard to any open issues or situations that may arise.

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D. Compensation will maintain documentation of this program.

E. This program may need to be modified from time to time through the bargaining process.

F. The Hospital will determine the number of RN Float Positions, and may at its discretion reduce and/or eliminate the program.

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EXHIBIT "C"

BEREAVEMENT POLICY

AdvocateAuroraHealth		
Title: AAH Bereavement and Child Bereavement		**Document Number:** 2337
Document Type: ☒ Policy ☒ Procedure ☐ Guideline ☐ Other		**Last Review/Revision Date:** 05/30/2023
Content Applies to Patient Care: (Select all that apply) ☐ Adults ☐ Pediatrics (Under 18)	**Content Applies to:** (Select One) ☐ Clinical ☒ Administrative	**Next Review Date:** 05/30/2025 **Effective Date:** 05/30/2023
Scope: ☒ AAH System ☐ ACH ☐ AAH IL Only ☐ AAH WI Only ☐ Site Only (Location Name): ☐ Department Only (Department Name):		

I. PURPOSE

To provide information regarding the benefits for teammates who lose a family member.

II. SCOPE

The Bereavement Leave policy applies to any eligible teammate employed by Advocate Aurora Health Inc., and any entity or facility owned and controlled by Advocate Aurora Health.

III. DEFINITIONS/ABBREVIATIONS

Eligible: This means a teammate who is employed by Advocate Aurora and is classified as a full-time teammate (those who regularly work 72 hours or more per pay period) and part-time teammate (those who regularly work at least 40 hours, but less than 72 hours per pay period).

Family Member: means the teammate's spouse, Domestic Partner, child, father, mother, siblings, step-children, step-grandchildren, step-parents, step-brother/sister, step-grandparent, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, grandchildren, grandparents, grandparents-in-law, great grandparents, aunt/uncle, niece/nephew, or Unique Family Relationship.

Unique Family Relationship: means special situations, such as an individual who may have stood in the role of father/mother during a teammate's childhood.

Domestic Partner: means (i) an adult of the same or opposite sex engaged in a spouse-like relationship characterized by mutual caring and dependency; (ii) the person recognized as the domestic partner of the teammate under any domestic partnership or civil union law of a state or political division of a state; or (iii) an unmarried adult person who is in a committed, personal relationship with the teammate, who is not a domestic partner as described in subsection ii of this paragraph to any other person, and who is designated to Advocate Aurora as the team mate's domestic partner.

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Child: (for purposes of Child Bereavement Leave) means the teammate's biological (including miscarriage and stillborn), adopted or foster child, stepchild, legal ward, or child for whom the teammate stands in loco parentis.

In loco parentis: (for purposes of Child Bereavement Leave) means a person that provides day-to-day care or financial support for a child. Teammates with no biological or legal relationship to a child can stand in loco parentis to that child and are entitled to Child Bereavement Leave (for example, an uncle who cares for his sister's children while she serves on active military duty or a person who is co-parenting a child with his or her same-sex/opposite-sex partner).

Workday: means the number of hours a teammate regularly works on any given day.

Qualifying Event: means (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Assisted reproductive technology procedure means a method of achieving a pregnancy through artificial insemination or an embryo transfer and includes gamete and embryo donation. It does not include any pregnancy achieved through sexual intercourse.

IV. POLICY

A. **General Provisions:**

1. Advocate Aurora Health, Inc. ("Advocate Aurora") provides eligible teammates within in the Midwest Region up to 40 hours of paid time off for "Full-Time" (those who regularly work 72 hours or more per pay period) and up to 20 hours of paid time off for "Part-Time" (those who regularly work 40 hours or more per pay-period) of Bereavement Leave for purposes of grieving, traveling or tending to personal business related to the death of a Family Member. Any additional time needed due to international travel or for religious reasons must be approved by the teammate's immediate supervisor.
   a) Bereavement Leave pay will be calculated upon the teammate's actual scheduled hours missed due to taking leave.
   b) Bereavement Leave will be paid at the teammate's base rate at the time the leave is taken.

2. Advocate Aurora follows legal requirements in providing eligible teammates time off to grieve the loss of a child. In the absence of a statutory or other legal requirement, Advocate Aurora will provide

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10 Workdays or up to 80 hours of unpaid Child Bereavement Leave (CBL) for reasons related to the death of the teammate's child. Bereavement under the Child Bereavement Leave Act (CBLA) will be provided to eligible teammates employed in Illinois.

3. In conjunction with the aforementioned Bereavement Leave and Child Bereavement Leave, the ***Illinois Family Bereavement Leave Act*** (FBLA) will be provided to eligible teammates employed in Illinois. All eligible teammates are entitled to use Illinois Family Bereavement Leave if they have worked for Advocate Aurora for at least 12 months, have worked at least 1,250 hours of service for Advocate Aurora during the prior 12-month period, and if employed in Illinois.
   a) Advocate Aurora will provide eligible teammates 10 workdays of unpaid leave for the death of a teammate's family member or a Qualifying Event. In the event of the death of more than one Family Member in a 12-month period, a teammate is entitled to up to a total of 6 weeks of bereavement leave during the 12-month period.
   b) FBLA may be used to:
      (1) Grieve;
      (2) Attend the funeral or alternative to a funeral of a covered Family Member;
      (3) Make arrangements necessitated by the death of the covered Family Member; or
      (4) Be absent from work due to a Qualifying Event.
   c) If a teammate meets eligibility and leave requirements for IL FBLA, the teammate will not be eligible for additional bereavement leave under the Child Bereavement Policy.
   d) FBLA leave may not be taken in addition to unpaid leave permitted under FMLA and may not exceed unpaid leave time allowed under the FMLA.

4. All eligible teammates are entitled to use Bereavement Leave and Child Bereavement Leave upon their hire date.

5. Teammates must complete the Bereavement, Child Bereavement, and/or Illinois Family Bereavement Leave no later than 60 days from the date of death. This 60-day timeframe may be extended when extenuating circumstances (circumstances beyond the teammate's control), are present. Teammates should notify their leader as soon as possible, when an extenuating circumstance arises, and must do so within 60 days from the date of death.

6. Child Bereavement Leave, in the absence of a statutory or other legal requirement, Advocate Aurora will provide eligible teammates 10 Workdays or up to 80 hours of unpaid leave for reasons related to the death of the teammate's child. Bereavement under the

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Illinois Family Bereavement Leave Act (FBLA) will be provided to eligible teammates employed in Illinois.

(1) Attend their child's funeral (or alternative to a funeral);
(2) Make arrangements necessitated by the death of their child;
(3) Grieve their child's death

a) If a teammate suffers the loss of multiple children, that teammate may take up to two weeks of bereavement leave per child, up to a maximum of six weeks in a 12-month period.

7. **Notice Requirements:**
   a) Teammates must provide at least 48 hours' notice of their need to take Bereavement Leave, Child Bereavement Leave, or Illinois Family Bereavement Leave (unless doing so is not reasonable and practicable) and in accordance with departmental procedure.

8. **Certification Requirements:**
   a) Teammates needing Bereavement Leave or Child Bereavement Leave must provide Advocate Aurora with reasonable documentation of their need for leave, such as a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Lack of reasonable documentation may result in the denial of the leave request.
   b) For FBLA, a leave resulting from a Qualifying Event, reasonable documentation includes the form attached to this Policy (Attachment 1) to be filled out by a health care practitioner who has treated the teammate, the teammate's spouse or domestic partner, or surrogate for the Qualifying Event, or documentation from the adoption or surrogacy organization that the teammate worked with certifying that the teammate or their spouse or domestic partner experienced a Qualifying Event. Teammates are not required to identify which category of event the leave pertains to.

9. **Use of leave:**
   a) For Bereavement Leave, teammates may take their days of consecutively or intermittently, at Manager's discretion.
   b) For Child Bereavement Leave or FBLA, teammates may take their consecutively or intermittently.
   c) In the event available bereavement time off under this policy involves days that were previously scheduled as PTO, the teammate will be paid bereavement pay and the time will not be charged to PTO.

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d) In the event that a teammate needs more time off than what is provided for, or the teammate's relationship to the deceased is not covered under this policy, the teammate will be required to utilize available PTO.
e) For Child Bereavement Leave or FBLA, teammates may choose to substitute available paid time off, but this election will not extend the period of leave.

10. **Interaction with Advocate Aurora's paid Bereavement Leave:**
a) Unpaid Child Bereavement Leave (CBL) provided under this policy runs concurrently with paid Bereavement Leave provided by Advocate Aurora. In other words, a teammate can use up to 40 hours of time off (for Full-Time Teammates) and up to 20 hours of time off (for Part-Time Teammates) paid Bereavement Leave as part of, but not in addition to, the unpaid Child Bereavement Leave.
b) Unpaid FBLA provided under this policy runs concurrently with paid Bereavement Leave provided by Advocate Aurora. A teammate can use time off paid under Bereavement Leave, but not in addition to, the unpaid FBLA.

V. PROCEDURE

Not applicable

VI. CROSS REFERENCES

Not applicable

VII. RESOURCES AND REFERENCES

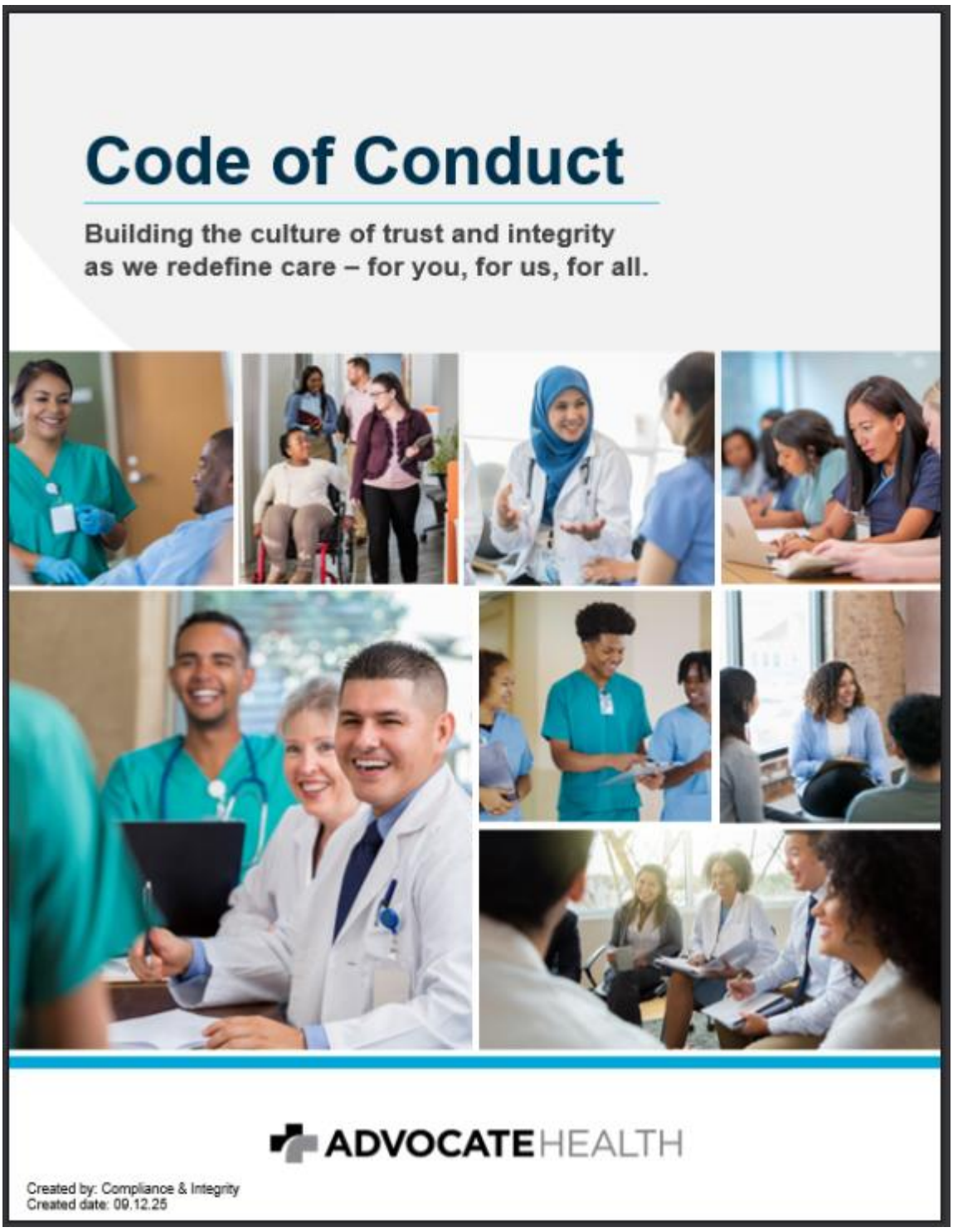
Not applicable

VIII. ATTACHMENTS

Attachment 1: Family Bereavement Leave Act Form
Attachment 2: Bereavement Policy Summary Overview

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EXHIBIT "D"
CODE OF CONDUCT



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ADVOCATEHEALTH

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Introduction

Code of conduct

At Advocate Health, we are driven by our Purpose & Commitments and to uphold our ethical – and legal – responsibility to act in ways that protect the best interests of our patients, including following health care laws, rules and regulations. Adhering to our Code of Conduct is critical to our Commitments to Lift Everyone Up and Lead the Way, which guide ethical behavior and enable decision making across all levels of the organization.

This Code of Conduct ("Code") establishes standards of integrity for all board members, teammates, physicians, APPs, medical staff, residents and faculty, students, learners, leaders, volunteers, contractors, vendors, consultants and others who do business with us (collectively referred to throughout as "Stakeholders"). The Code is meant to be used in conjunction with and complement Advocate Health policies, procedures and guidelines. Its purpose is to provide our Stakeholders with clear expectations and the resources needed to build an ethical culture of compliance and integrity at Advocate Health.

COMPLIANCE CENTERED HIERARCHY OF OBJECTIVES



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Compliance & Integrity Program

The Advocate Health Compliance & Integrity Program ("Program"), overseen by the Chief Compliance and Privacy Officer, provides a team of experts and resources to help us navigate a complex industry. The main objectives of the Program are to prevent, detect and correct any violations of this Code, organizational policies or applicable law and regulations. It is the responsibility of us all to make sure our choices are in the best interest of our patients. The decisions we make can positively or negatively impact people's lives in direct and indirect ways. By choosing actions that are in the best interests of our patients, we remain true to our Purpose & Commitments.

Department members act as lifeguards and will:

- Inform you of the rules.
- Continually observe what is going on.
- Establish a psychologically safe environment, where you feel safe to express ideas and concerns.
- Alert you when things may be getting dangerous.
- Prevent you from wandering into areas that may cause harm.
- Jump in to help when you are in trouble.
- Ensure leader and teammate awareness of resources (Code, policies, guidelines, education, etc.).

Keys to integrity

If you are doing the right thing, you should be able to answer "yes" to these questions:

- Am I being honest and truthful?
- Are my actions legal?
- Do my actions align with this Code, Advocate Health policies and our Purpose & Commitments?
- Am I acting fairly?
- Am I acting in the best interest of Advocate Health, its teammates and our patients?
- Would I be comfortable if my actions were described for the public on social media, TV, in a blog or other media?
- Would I feel comfortable explaining my actions to my family?

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Responsibilities

Stakeholders are responsible for:

- Building and maintaining the trust of others by acting with integrity.
- Reviewing and following the Code and paying attention to those areas that apply to your daily work.
- Asking questions and seeking guidance when you're uncertain about what to do.
- Speaking up and reporting concerns about actions or behaviors you encounter at Advocate Health that may be inconsistent with the Code.
- Participating in mandatory annual training to further our understanding of our responsibilities.
- Modeling the Advocate Health Purpose & Commitments.

Leadership responsibilities

Stakeholders must follow the terms of the Code, and leaders are expected to set the example and be role models of integrity. They are expected to foster a culture that promotes the highest standards of ethics and compliance, while maintaining an environment in which all Stakeholders feel free to raise concerns and propose ideas for improvement. Finally, we expect our leaders to ensure they, as well as those Stakeholders they are responsible for, have the necessary information to do the right thing.

Leaders set a good example by:

- Showing what it means to act with integrity.
- Earning and fostering the trust of Stakeholders, patients and the community.
- Operating in an honest and candid manner.
- Soliciting ideas and feedback of teammates.
- Creating an open and psychologically safe environment that encourages teammate engagement. Creating an open and psychologically safe environment that encourages teammates to express ideas and concerns without embarrassment or fear.
- Ensuring the teammates in their area understand the Code and related policies.
- Holding teammates accountable for acting in compliance with the Code.
- Being knowledgeable about available resources.
- Supporting teammates who, in good faith, ask questions or raise concerns.
- Reporting suspected instances of non-compliance.

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Reporting concerns

Step up! Speak up!

Advocate Health expects a commitment from its Stakeholders to do the right thing. Doing the right thing is part of maintaining the integrity and trust that Advocate Health stands for. This includes reporting any activity or conduct that we believe violates this Code or related policies, applicable laws or regulations. If you become aware of an activity or behavior that you believe may be a problem, step up and speak up. Your concern will be investigated thoroughly, and appropriate actions will be taken. It is always the right thing to do, even if you're not entirely sure if misconduct or a violation has occurred.

Reporting concerns: Who to contact

Human Resources

- Discrimination
- Harassment
- Inappropriate workplace behavior
- Concerns regarding your job (wages, hours, etc.)
- Disciplinary actions
- Issues with a coworker or supervisor
- Retaliation for raising an HR related concern

Compliance & Integrity

- Retaliation for raising a compliance concern
- Fraud, waste or abuse
- Inappropriate offering or receiving of gifts
- Confidentiality and privacy concerns
- Billing and coding issues
- Research misconduct (fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results)
- Other issues related to health care laws and regulations

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At Advocate Health, psychological safety is a shared belief that it is safe to speak up, propose new ideas and learn from mistakes, which fosters our culture by creating a sense of belonging for all.

How to speak up

Discuss your concern with your leader. If you're uncomfortable doing so or unsatisfied with your leader's response, other options include:

- Continue to raise the issue through your leadership reporting hierarchy.
- Discuss your concern with a Compliance Officer. A listing with contact information can be found on the Compliance & Integrity intranet page.
- Contact Human Resources by going to Create a Case in Workday and select Compliance as the case type.
- Report your concern using the Compliance & Integrity page or by calling the Compliance Hotline. If desired, you may choose to report anonymously. The hotline is answered 24 hours a day, 7 days a week, by an unbiased third party. Find more information at *advocatehealth.org/speakup*.

Useful information to have when reporting concerns

- Details of the concern, situation or incident, including who, where, when, how and why (if known).
- The reason you're concerned and how you came to know about the situation or incident.
- Name(s) of any individual(s) who also may have observed or have knowledge of the situation or incident.
- The potential impact of the concern, situation or incident.
- The existence of any documents or other items of evidence that support your statements.
- Details of prior efforts, if any, to resolve the concern.

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Investigation

If you are called upon to cooperate in any investigation regarding a reported concern, you are required to participate truthfully and not interfere with the investigation.

Non-retaliation

Advocate Health prohibits retaliation for reporting, in good faith, a suspected compliance or HR-related concern. Forms of retaliation could include being terminated, demoted, suspended, reprimanded, harassed or discriminated against because you reported a concern. If you believe retaliation has occurred, contact Human Resources or the Compliance & Integrity Department.

Good faith means you actually believe the information you are reporting is true.

Q **I'm concerned that I'm the only person who witnessed a coworker's misconduct. If I report it, they will know it was me. Should I call the Compliance Hotline anyway?**

A Yes, retaliation against anyone for making a report in good faith is prohibited. Do the right thing, speak up!

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Q **Will I be informed of the status of my reported concern, and the outcome of the investigation?**

A There may be aspects about the investigation that must be kept confidential, but an update can be given about the status and other non-confidential information. Even if you choose to report anonymously, you will be given a code to communicate anonymously about the case.

Q **As a leader, what should I do when a Stakeholder raises a compliance concern?**

A Remain objective, open and responsive. Do not think of the report as bad news, but rather as a positive, because a Stakeholder has decided to do the right thing and speak up. If you cannot resolve the problem, or are unsure of what to do, contact the Compliance & Integrity Department, using the Compliance hotline or by reaching out directly.

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Our focus

Advocate Health lives out our Purpose by doing what's right for our patients, teammates and communities by focusing:



On our patients and communities



On compliance with laws and regulations



On ethical business relationships



On our teammates



On protecting our assets

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We focus on our patients & our communities

Patient rights

Each patient has certain rights, including the right to be treated with dignity and respect at all times. Patients also have the right to participate in, and make decisions about, their health care, including the right to refuse medical treatment to the extent permitted by law.

- We provide all patients with a copy of their rights and responsibilities.
- We provide all patients treatment without discrimination and without regard to gender identity, race, color, religion, national origin, ancestry, sex, political belief or affiliation, marital status, age, sexual orientation, physical or mental disability or association with a person with a disability, order of protection status, military status or pregnancy.
- We inform patients and their families and others, when permission is given, about care, treatment and service options, as well as therapeutic alternatives and the risks associated with the care they are receiving.
- We involve patients and families in decisions regarding care to the extent practicable, including discharge planning, advance directives and end-of-life decisions.
- We inform patients of the availability of financial assistance.
- We provide language interpretation services free of charge to assist all patients in understanding and participating in their care.
- We comply with laws that govern how we care for patients including the Emergency Medical Treatment and Labor Act (EMTALA).

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Q **I'm a nurse, and one of my patients on the floor has asked that his partner be included in his discharge planning. How should I respond?**

A Ask the partner to participate. The patient has given permission for the partner to be involved in discussions and decisions regarding care.

Q **On admission, we ask patients if they have an advance directive. One of my patients said "No," but they would like to sign one. Is this something we can assist with?**

A Yes, Advocate Health provides patients with information regarding their right to have an advance directive, and provides patients with statutory forms, if requested. You should refer to the system policies on advance directives.

Q **What happens if a patient is in an emergency situation, but we have not yet gone through the proper procedures to assess their insurance information?**

A The patient's care comes first. In an emergency situation, we will not withhold or delay care while verifying insurance, nor will we deny care for insurance reasons or the inability to pay for care.

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Privacy of patient information

Patient information is protected under state and federal laws, including the Health Insurance Portability and Accountability Act (HIPAA). We all have a duty to protect the confidentiality and security of patient information, and adhering to the following requirements:

- Only access and use PHI that you need for your official job duties related to treatment, payment or healthcare operations purposes; never share PHI with anyone that is not authorized to see or use it.
- Never post PHI or stories about patients on social media. Personal social media use is prohibited in patient care areas.
- Always get a patient's permission before sharing PHI, or speaking about it in the presence of others, including the patient's family or friends.
- Safeguard PHI from unauthorized viewing on paper, a computer screen, a whiteboard or any other media.
- Be aware of your surroundings when discussing PHI, and avoid having confidential conversations in public areas, such as elevators or the cafeteria, to prevent others from overhearing.
- PHI should never be emailed to personal email accounts, or saved to unauthorized, personal electronic devices. Never remove PHI from your facility without prior approval.
- Immediately report the loss, misplacement and theft of devices or possible cybersecurity issues to the IT Service Center.
- Any suspected privacy incident or concern (including when PHI is accessed, used, given out or received by someone who isn't authorized to have it), must be reported to Privacy or the Compliance Hotline.

See the ***Confidential and Proprietary Information*** section of this Code for more information on protecting confidential information.

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Q **I saw my neighbor was scheduled to see one of the doctors at my clinic. I asked my neighbor's wife later that week, when I ran into her, how he was doing because I was worried, but she had no idea that he was being treated. Was this a HIPAA violation?**

A Yes. You should not have shared the patient's information without authorization, even if you had good intentions.

Q **A teammate had a medical emergency while on shift and is admitted to the ED. Their leader heard that the teammate was admitted, is concerned about the teammate being out of work and needs to verify timecards. Can the leader use their work credentials to access the teammate's medical record?**

A No. The leader should not access a teammate/patient's health record unless it is for treatment, payment or health care operations reasons. In this case, the leader is in the role of an employer, and accessing or using the teammate's protected health information, without authorization, for employment purposes is a HIPAA violation.

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Safe environment for care

Advocate Health is a high reliability organization that encourages all who work in our organization to report patient safety issues, incidents and near misses so they can be addressed timely through changes to systems and processes without fear or blame.

We recognize human error is inevitable, and we learn from our mistakes. To promote a safe and reliable work environment, all teammates should:

- Inform a leader if we find our team using shortcuts to complete a work process.
- Inform a leader if we find it difficult to comply with a policy or standard of work.

Leaders have the responsibility to:

- Address our concerns and process issues that impact our work.
- Create an atmosphere of psychological safety in which all are encouraged to address essential safety, compliance and job performance-related issues in a fair and just manner.
- Take situational factors into consideration when determining disciplinary or corrective action.

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We can create a safe environment within Advocate Health by:

- Completing required safety training.
- Complying with all laws, regulations, accreditation standards, Occupational Safety and Health Administration (OSHA) requirements and departmental and area safety requirements.
- Knowing how health and safety policies apply to our specific job responsibilities.
- Notifying a leader about safety hazards, broken pieces of equipment, any workplace injury or any situation presenting a danger of injury, so timely corrective action may be taken.
- Reporting any safety issues, incidents and near misses.

Q **What should I do if I see a patient is not being treated with proper respect and courtesy by a teammate?**

A If the patient is in danger, immediately act to remove them from harm's way. Then notify your supervisor or a higher-level manager. Be sure to submit an incident report. While under our care, every patient must be treated with respect and courtesy.

Q **I noticed an ice and water machine leaking on the floor of a nursing unit. I do not routinely work on this unit. Do I need to report it?**

A Yes, the puddle on the floor could create a safety issue for those walking in the area. Inform someone working on the unit immediately.

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Environmental responsibility & climate resilience

Advocate Health understands the connection between human and environmental health and is committed to advancing a sustainable and healthy environment for the communities we serve, which supports our Purpose to redefine care for all. As responsible stewards, we engage at all levels to build climate resilience and mitigate environmental risks to preserve resources and protect assets. As an organization, we will:

- Expand and strengthen environmental stewardship with our teammates and our community.
- Drive down the greenhouse gas emissions of our health care delivery.
- Remain mindful of our environmental impacts in the way we serve our patients, care for our teammates, purchase products and services, operate our facilities and minimize our waste.

Research & scientific integrity

Research is an important part of how we advance heath care for all patients and communities. Advocate Health is committed to conducting research to enhance the quality of care we provide and improve the health outcomes of our patients, their families and our communities. We expect scientific excellence and integrity, both in the conduct of research and the dissemination of research findings.

Stakeholders shall conduct clinical research and scientific studies in accordance with Advocate Health's and Institutional Review Board's policies, ethical standards and applicable state and federal regulations. Advocate Health emphasizes the protection of human subjects, accurate accounting of grants and sponsored awards.

We respect the right of individuals to refuse to participate in clinical studies without compromising their care. All investigators and research staff are expected to be familiar with policies, laws and regulations, and any additional requirements of their funding sponsors.

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We also follow all laws, policies and procedures relating to the care, transport and use of animal subjects in research.

To promote compliance with federal regulations and best practices for dealing with research misconduct, and to protect the integrity and reputation of the institution, and its scholars from false or unproven allegations, we uphold standards of integrity that applies to all research and scholarship activities conducted within Advocate Health.

Research misconduct includes:

- **Fabrication** – making up data or results and recording or reporting them.
- **Falsification** – manipulating research materials, equipment or processes, or changing or omitting data or results such that the research is not accurately presented in the research record.
- **Plagiarism** – the appropriation of another person's ideas, processes, results or words without giving appropriate credit.

Research misconduct does not include honest error or differences of opinion.

Any suspected research misconduct must be reported to the Compliance Hotline or to the Research Integrity Officer. Following a reported concern, an assessment will be conducted to determine whether an inquiry is warranted. Any inquiry will follow prescriptive procedures to ensure consistent and fair treatment and to ensure the protection of both the individual accused of engaging in misconduct and the individual bringing forth the allegation.



You may also report issues involving federal funds to government officials, but you are urged to first work through the options listed above so Advocate Health can identify and address concerns identified by its Stakeholders.

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Q **I am considering conducting a research project that will only involve reviewing and analyzing my patients' data, which I will pull from the medical record. Would this require Institutional Review Board (IRB) approval?**

A Yes. The definition of a human subject includes, but is not limited to, intervention or interaction with a living individual and the use of a living individual's identifiable private information or identifiable biospecimens. If you are uncertain about whether your activity meets the definition of human subject research, it is best to obtain an opinion from the IRB office before moving forward.

Q **When should I report concerns about possible research misconduct and how can I report it?**

A If you suspect that research misconduct may have occurred, you should report it right away to the Enterprise Research Integrity Officer, or to Compliance at 888-847-6331 or advocatehealth.org/speakup.

Professional licensure & credentials

Advocate Health requires that its teammates maintain licensure, certification and registration as required by law to provide services applicable to their roles in the organization. Teammates must:

- Maintain appropriate licenses and credentials required to perform their job.
- Not provide care to patients when their credentials are lapsed or revoked.
- Understand the scope of practice that their licensure or credentials permit them to perform and stay within those
- Provide a copy of their current license, certification or other required credentials and when requested.
- Teammates are expected to notify their leaders within 24 hours if their license, certification, and/or registration expires.

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Ineligible persons

Upon hire and monthly thereafter, Advocate Health screens all Board of Director members, teammates, physicians, APPs, medical staff, vendors and contractors against federal and state databases to ensure all are qualified to participate in providing services to a federal health care program. Advocate Health does not hire, contract with, or bill for services rendered by an individual or entity that:

- Has been convicted of a criminal offense related to their position or that disqualifies the individual from employment.
- Is excluded from participating in federally funded health care programs.
- Is a suspected terrorist, as determined by the federal government.

Q **Is it acceptable for an RN to perform a procedure, normally only performed by a physician, if the physician has requested the RN to do it?**

A No, a physician may not delegate a procedure to someone who is not appropriately licensed to perform such task. As professionals, we understand the scope of practice that our license or credentials permits us to perform, and we stay within those boundaries.

Q **What if my license expires?**

A Notify your leader immediately.

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We focus on complying with laws & regulations

At Advocate Health, everyone is responsible for making sure the care we provide is safe, compliant and that billing and coding are done right. When we provide safe and compliant services and accurately document and bill for those services, patients get the best care and trust us. By working together, we make sure our claims to government and commercial payers are accurate, timely and follow all rules. This teamwork not only keeps our business ethical, but also ensures we give the best care to our patients.

We are committed to billing for care and services that are properly authorized and documented as medically necessary. We take reasonable precautions to produce billing and coding that is accurate, timely, relevant and in compliance with our policies as well as federal and state laws and regulations. Certain government regulations and many insurance payer contracts require patients to pay co-insurance, copayments and deductibles. We comply with these requirements. Those working in areas impacting billing or coding – including teammates, research and clinical trial billers, medical staff members and contractors – are expected to understand and comply with all billing and coding laws, regulations and policies, procedures and documentation requirements established by Advocate Health and third-party payers.

Fraud, waste & abuse

At Advocate Health, everyone has a role in stopping fraud, waste and abuse. This means all teammates, contractors and medical staff must carefully record the services they provide and make sure all bills are correct and follow the law and our policies. We comply with the Federal False Claims Act and state laws that prohibit us from knowingly submitting, presenting or causing another person or entity to submit or present false or fraudulent claims for payment of government funds. We also need to avoid doing unnecessary tests or procedures that don't help patients. Teammates are expected to report concerns with the way that care is provided and billed so they can be properly addressed. By being honest and careful in our work, we protect our organization, save money and build trust with our patients and community.



"Knowingly" means:

- Knowing a claim is false and submitting it anyway.
- Deliberately ignoring whether a claim is true or false.
- Recklessly disregarding whether a claim is true or false.

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False claims include:

- Submitting a claim for services that were never rendered or were worthless.
- Misrepresenting a diagnosis to justify services or inappropriately increase reimbursement.
- Filing a claim for services that were not medically necessary.
- Billing for a single service multiple times (double billing).
- Making a false statement (e.g., forging a physician signature or using a physician's computer signature) to obtain payment for a service rendered.
- Misrepresenting data or other information on federal grant applications or progress reports.
- Unbundling charges to enhance reimbursement.
- Filing a claim for a service that was the result of a payment for a patient referral.

To ensure the accuracy of our claims we:

- Document diagnosis, treatment and all other components of the patient's record in a timely and accurate manner.
- Bill only for medically necessary services that were provided.
- Follow current coding procedures and standards.
- Generate accurate and truthful bills.
- Correct any billing errors or refund money received in error (e.g., overpayments) in a timely manner.
- Submit accurate cost reports as defined by applicable laws and regulations.
- Submit accurate research grant proposals and progress reports.

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Q **My supervisor asked me to change the date on a physician's note so that the visit will be covered by the patient's insurer. May I do this?**

A No. Documentation must accurately reflect when the service was provided. If the date was recorded incorrectly, the physician can make an addendum to the record to correct it. It is never appropriate to falsify a date or other information related to a service that was provided.

Q **While reviewing Medicare claims, I believe I found some charges that are incorrect or inappropriate. Should I allow the claims to be submitted and let Medicare sort it out?**

A No. We only submit claims we believe are accurate and appropriate. Inform your supervisor or the department responsible for the claim. Contact the Compliance & Integrity Department Hotline if you remain concerned.

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Accurate record keeping & document retention

At Advocate Health, we are committed to maintaining records that are accurate, reliable, timely and honest. All records must comply with established financial, accounting and medical documentation standards.

Proper record keeping is essential to protecting our patients and clinical research participants, supporting effective business operations and ensuring compliance with legal and regulatory requirements. Records may include, but are not limited to:

- Financial statements
- Billing claims
- Expense reports
- Invoices
- Payroll records
- Benefit claims
- Research reports
- Medical records

All teammates are expected to be familiar with the Record Retention, Storage, and Destruction Policy (enterprise). Falsifying or altering records is strictly prohibited. If you suspect or are aware of any record that has been tampered with or intentionally misrepresented, you must report it immediately to your supervisor or the Advocate Health Compliance & Integrity Department.

Various state and federal laws require that records be retained for specific periods. Never destroy a record without first confirming that the required retention period has expired. Records must not be destroyed or altered in anticipation of, or in response to, a request from any government agency or court.

Interactions with government agencies & officials

Advocate Health is committed to cooperating with government representatives, officials or law enforcement officers and agents. Advocate Health will respond to requests for information from government agencies and officials under the direction of Legal, Compliance or Government Relations. We will be truthful in our statements, and we will comply with our legal obligations.

Government officials and law enforcement may make announced and unannounced visits to an Advocate Health facility. It is very important that you let your supervisor, Legal and Compliance know immediately if you are contacted by a government official or law enforcement in connection with an investigation, or request for documents, or receive a subpoena, demand or other official request related to your role or Advocate Health. To see who to contact see Notification for Government Inquiries (Enterprise) in Policy Tech.

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It is our policy that we:

- Treat government officials and law enforcement with courtesy and respect.
- Find a private area or room for the government officials and law enforcement when at an Advocate Health facility and contact the Legal Department for direction.
- Not volunteer any information, answer any questions or hand over any documents or requested items without first contacting the Legal Department.
- If you are approached outside of an Advocate Health facility about something related to Advocate Health, immediately notify the Legal Department. As individuals, we have the legal right not to speak to an investigator.

Q **A government investigator tried to contact me at my home. They left a voice mail asking me to call to discuss Advocate Health billing practices. What should I do?**

A Immediately notify the Legal Department.

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Anti-trust

We are committed to complying with anti-trust laws. These laws protect individuals and organizations from unfair trade practices, promote competition and preserve the free enterprise system. To comply, we do not:

- Enter into agreements with competitors to fix wages, prices, rig bids or divide markets.
- Enter into "no-poach" or "non-solicit" agreements with other health systems that are not reasonably necessary to any separate, legitimate business collaboration.
- Conduct boycotts.
- Make price discrimination agreements.
- Steal trade secrets.
- Offer bribes or use deceit, intimidation or other similar practices.

Except when approved by executive leadership – and to protect our competitive, financial, ethical and reputational interests, in accordance with parameters provided by the Legal Department – we do not communicate with a competitor, directly or indirectly, about prices charged or costs of goods, supplies, equipment or services, including physician services. All contracts negotiated with a competitor, contractor or supplier must be competitive and at fair market value. Contracts must be based primarily on price, quality and service.

Questions regarding anti-trust matters should be directed to the Legal Department.

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We focus on ethical business relationships

The Stark Law (or the Physician Self-Referral Law) prohibits physicians from referring patients to receive designated health services payable by Medicare or Medicaid from entities with which the physician or an immediate family member has a financial relationship, unless an exception applies.

The Anti-Kickback Statute prohibits payment of anything of value to induce or reward referrals or the generation of business involving any item or service payable by Medicare, Medicaid or other federal health care programs.

Physician relationships

Advocate Health is committed to ensuring all its interactions with physicians are ethical and comply with the Stark Law and the Anti-Kickback Statute. We adhere to the following principles in our interactions with physicians:

- We will not pay for referrals. We will accept patient referrals and admissions based on the patient's medical needs and our ability to render the needed services. We will not offer to pay or reward anyone for the referral of patients.
- We will refrain from offering any gifts or business courtesies to any physician or health care provider to induce or encourage the referral of business to Advocate Health. Reasonable meals and gifts of nominal value may be offered under certain circumstances but must satisfy Stark requirements and be tracked.
- We will not accept payments for referrals we make. No Stakeholder acting on behalf of Advocate Health is permitted to solicit or receive anything of value, directly or indirectly, in exchange for the referral of patients. When making patient referrals to another health care provider, we will not consider the volume or value of referrals the provider has made, or may make in the future, to our organization.
- We will appropriately document our financial relationships with physicians in accordance with the law and standard business practice. Advocate Health will not make payments to physicians unless an appropriately documented employment arrangement or contractual agreement is in place.

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Q **A non-employed physician on our medical staff offered to assist with a quality improvement project I am working on. We have budgeted funds to pay for their services. Is it OK to provide payment to this physician?**

A Yes, but only if there is an appropriate contract in place documenting the services to be provided and the amount of the fair market value payment to be made. Contracts must be signed before commencing the agreement. The Legal Department must prepare or approve any written agreement.

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Vendor relationships & interactions

Relationships with external parties are an important aspect of daily business operations. It is our policy to select suppliers based on impartial factors such as price, quality, diversity, performance, customer service, patient safety and reputation. All Stakeholders have a responsibility to make decisions and maintain vendor relationships that affect Advocate Health based on our health care mission and in the best interests of our patients, not personal gain. We also are committed to complying with the Anti-Kickback Statute in all interactions and to eliminating situations where inappropriate vendor influence would result in increased costs, unfair competition or treatment decisions that are not based solely on patient care interests. Our selection of consultants, contractors, suppliers and vendors will be made based on objective criteria, including but not limited to quality, technical experience, price, delivery, service and maintenance of adequate supply sources.

- We do not offer or accept kickbacks in exchange for doing business.
- Any fundraising or donation requests on behalf of Advocate Health must go through the Advocate Health foundations. Please contact the appropriate foundation for guidelines.
- Interactions with vendors must be reviewed and approved prior to engaging in an activity. The Pre-Approval Request (PAR) process ensures that interactions between teammates and vendors align with our organizational Purpose & Commitments. PARs are part of the enterprise Interactions with Vendors program, which provides the guardrails for Advocate Health to maintain compliance with laws, regulations and rules regarding vendors.
- All vendors and contractors, regardless of where they are located, must adhere to our compliance standards, policies, federal requirements and the law while upholding Advocate Health integrity expectations.
- The acceptance of gifts from vendors is prohibited, with limited exceptions as outlined in the enterprise Gifts and Hospitality Policy. Certain federal and state laws and industry guidelines, including the federal Anti-Kickback Statute, prohibit the acceptance of any gift that may induce or appear to induce the purchase or referral of any kind of health care goods, services or items. Accepting, giving or soliciting gifts from, or to, a Vendor also may create an appearance that decisions are made or influenced based on personal benefit rather than what is in the best interest of the patients we serve.

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Q **One of our vendors has offered to purchase several iPads to improve the efficiency of our clinical research. This will reduce time for data entry and is a benefit to the organization. May we accept the offer?**

A Yes, as long as the item is gifted directly to the respective Advocate Health Foundation. If approved for use, the item would be forwarded to the correct department. If there is no Advocate Health use, the respective foundation will determine if the gift is within policy guidelines.

Q **A medical device supplier offered to take me to their sky box at a baseball game to discuss how we might increase the volume of our business with them. May I accept this offer?**

A No. Gifts, such as sporting event tickets, can be considered a kickback.

Q **On my unit, we refer many patients to local skilled nursing facilities. One facility offered to give us gift certificates in appreciation for our referrals. May we accept the gift certificates?**

A No. This is an example of accepting gifts in return for referrals.

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Conflict of interest refers to a situation in which financial or other personal interests may compromise, or have the appearance of compromising, an individual's ability to make objective decisions while performing one's job responsibilities.

Advocate Health teammates and board members are prohibited from:

- Participating in decision-making when a conflict of interest exists. When in doubt if there is a conflict of interest, speak to your leader or contact the Compliance & Integrity department for guidance.
- Misusing their position for personal gain or to benefit friends or family.
- Engaging in activities that compete with or compromise the organization's interests
- Using confidential company information for personal benefit is prohibited. This includes, but is not limited to, leveraging proprietary research, intellectual property or influencing business decisions for personal advantage.

Disclosure of conflicts of interest

Advocate Health teammates and board members (1) must exercise good judgment and engage in ethical behavior to protect themselves and the organization from inappropriate actions resulting from conflicts of interest, and (2) may not use their positions to solicit benefits directly or indirectly for themselves, immediate family members or any other person with whom they have a personal relationship.

Conflicts of interest, whether financial or involving personal connections, such as family, close friends or business associations, may arise. If that happens at any point during the year, promptly and fully disclose the situation to your leader or to the Compliance & Integrity Department so they can help determine the best course of action. Remember, having a conflict is not necessarily a problem; but failing to report it is. Do not wait for the annual disclosure to report a financial relationship or a personal connection that may create a conflict of interest.

Most conflicts can be managed; the Compliance & Integrity Department will work with your leader to create a management plan when necessary.

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Q **My husband is a sales representative for a drug manufacturer, and his territory includes Advocate Health facilities. Is it OK for me to place orders through him for a drug dispensed in our pharmacies?**

A No. This conflict should be disclosed as part of the annual conflict of interest disclosure. You should not be involved in purchasing decisions that may involve your husband's company. It is possible Advocate Health will choose to do business with your husband and his company, but you should not be involved in any purchasing decisions that may also benefit him.

Patient relationships

Gifts & free items for patients

The Beneficiary Inducement Statute prohibits offering gifts, free or discounted services and anything else of value to patients or potential patients to influence an individual to seek services at your facility or entity.

- We will not offer any item of value or service, even if nominal, to patients if the **intent** is to steer them to use Advocate Health services.
- We may offer select, free preventive services. Contact the Compliance & Integrity Department to determine what is permissible.
- Donations to Advocate Health foundations are permissible, as these benefit our calling to serve our patients.
- Discounts provided as part of the formal patient financial assistance program are permissible.

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There may be circumstances when an Advocate Health Stakeholder would like to provide a gift to a patient as part of a service recovery effort or in recognition of a patient's volunteer efforts. This is permitted, as long as:

- The value of the gift is nominal in value.
- The gift is not cash or a cash equivalent (such as a gift card or certificate) except as specifically approved by the Compliance & Integrity Department in advance.
- The gift is an approved stipend to offset basic costs incurred by a research participant.

Gifts from patients

We are committed to providing high quality care and service to all our patients, and we do not expect tips, gratuities or personal gifts from patients. Whenever feasible, patients wishing to show their appreciation should be directed to donate to one of the Advocate Health foundations. At times, however, it can be difficult to refuse a well-intended gift from a patient. A gift may be accepted when:

- It is a reasonable token of nominal value or handmade and is not intended to influence behavior.
- It is not cash or a cash equivalent like a gift card or certificate.
- The circumstances are such that refusal of the gift could be counterproductive to the patient-caretaker relationship.

Q **A patient gave me a thank you card with a $100 bill in it. May I keep it?**

A No. Thank the patient and explain that our policy does not allow a teammate to accept a cash gift. If it seems appropriate, inform the patient about the option to show appreciation by donating to our foundation so that their gift will help others.

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We focus on our teammates

Advocate Health is committed to providing equal employment opportunities to qualified individuals in accordance with federal and state laws. We live our Purpose, Commitments & Behaviors by maintaining a work environment that respects the rights, dignity and cultural differences of teammates and others with whom we interact. We expect teammates to maintain professionalism and treat each other with mutual respect, courtesy and fairness. We build transparency and trust through frequent and direct communications with teammates. We encourage collaboration and teamwork by sharing best practices and supporting each other. We encourage teammates to exhibit courage and adopt innovative practices. Discrimination, retaliation, harassment, incivility, bullying, threats, violence or abuse of any form (e.g., physical, mental or verbal) and at any level are inappropriate and will not be tolerated.

Equal employment opportunity

Advocate Health does not discriminate with regard to race, color, religion, sex, sexual orientation, gender-related identity, genetic information, pregnancy, marital status, age, national origin, ethnicity, disability, military service or any other characteristic prohibited by law.

General & sexual harassment

Advocate Health prohibits harassment of its teammates by any person including but not limited to another teammate, leader, physician, patient, or visitor and prohibits any conduct that creates an intimidating, hostile or offensive work environment.

Examples of prohibited verbal, physical, auditory and visual conduct include, but are not limited to:

- Derogatory comments
- Sexual advances
- Threats or intimidating remarks
- Racial or ethnic jokes or slurs
- Uninvited touching
- Cyber harassment

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If a teammate feels they are the target of these prohibited behaviors and feels comfortable doing so, the teammate should inform the offending person the behavior is unwelcome and offensive. The teammate also should promptly report any such incident to their leader or to the Teammate Relations Department.

Q **I frequently overhear another teammate in my department telling jokes about people of certain ethnic backgrounds. It makes me uncomfortable; what can I do?**

A Discuss your concerns with your supervisor or other leader in your area or enter a case with Teammate Relations. It is not permissible to tell jokes at work at the expense of others based upon race, color, religion, sex, national origin, pregnancy, genetic information, ethnicity, marital status, age, sexual orientation, including gender related identity, disability, military service or other characteristic prohibited by law.

Teammate confidentiality

Advocate Health values the privacy of its teammates' information. Access to employee records is permitted for legitimate business purposes, such as payroll, benefits administration and other employment-related activities. Information is not disclosed to third parties, except as specifically permitted by our policies, with teammate consent or as required by law. Teammate information obtained during or as a result of one's work duties must not be shared with anyone not authorized by Advocate Health to receive such private information.

Email messages are considered company records, and Advocate Health reserves the right to monitor its email system for proper business conduct and possible inappropriate behavior. Teammates have no expectation of privacy relative to the use of Advocate Health's email system. Similarly, access to the internet is a privilege; thus, Advocate Health reserves the right to monitor internet activities on its business devices.

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Learning institutions

We are proud to be an academic learning health system where we train both our own students and learners, as well as those who come to do clinical rotations with our excellent faculty, providers and preceptors in a variety of disciplines and specialties. To do so, we maintain a professional environment that supports the skills development and success of our trainees, students and learners. We will be fair and impartial in grading, evaluations, promotions and grievances and follow our policies and procedures for addressing concerns. We will support all students and learners by demonstrating respect, inclusion and professionalism in interactions we have with learners. In addition to this Code of Conduct, students and learners are held to the specific policies, guidelines and resources of their respective learning institutions and programs.

Workplace safety

Advocate Health is committed to providing a safe and secure environment for Stakeholders and visitors.

Stakeholders have the responsibility to maintain a safe workplace by:

- Refraining from violent behavior, neither tolerating nor making threats, and immediately reporting all violence or threats of violence.
- Not possessing weapons or ammunition while on the premises of an Advocate Health facility except secured in a locked personal vehicle or carried by a Public Safety Officer..
- Not willfully destroying Advocate Health property or the property of others.
- Refraining from the use of alcohol or any illicit or prescription drugs that may impair the ability to perform one's job duties.
- Promptly reporting any incident, practice or condition that may pose a safety threat or any violation of our safety policies.

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Q **One of my coworkers has just returned from lunch and smells of alcohol. What should I do?**

A It depends on the situation. If you work in a non-clinical area, immediately notify your supervisor. If you work in a clinical area, quickly act to secure the safety of patients as needed. Then immediately notify your supervisor or a higher-level leader of the situation.

Tax-exemption status

As a tax-exempt organization, Advocate Health operates for the benefit of the communities we serve. Surplus funds are typically reinvested to further our charitable and social welfare endeavors. In exchange for these charitable activities, Advocate Health is exempted from paying many federal, state and local taxes. To retain the tax exemptions, we must satisfy rigorous standards established by the government. As an organization, we do not:

- Pay more than fair market value for goods, services or in compensation arrangements.
- Re-sell supplies purchased using Advocate Health's tax-exempt status.
- Use Advocate Health assets for the private benefit of an individual, such as meeting space, preparation of mailings, etc.

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Political and Charitable Activities

Our teammates have many passions and interests, and we support your right as private citizens to participate in the political process and serve as advocates for religious and charitable organizations, provided that your participation is kept separate from Advocate Health responsibilities.

Advocate Health is prohibited by law from participating in political activities and must always remain politically neutral and non-partisan. Any appearance that Advocate Health is supporting a political candidate or party could jeopardize our tax-exempt status.

- Our charitable work for outside organizations and political activities may not interfere with our work schedule or responsibilities.
- We do not use Advocate Health's or any of its affiliated companies' name, logo or resources, such as computers, phones or printers, to support our own charitable or political activities.
- We do not distribute political literature at work.
- We do not contribute or direct the contribution of Advocate Health funds to any political candidate, political party or political campaign.
- We do not campaign directly or indirectly, for or against the election of any candidate for public office during any Advocate Health function or at Advocate Health facilities.
- We do not allow candidates for public office to participate in any Advocate Health function or in any event at Advocate Health facilities, except for events coordinated and approved in advance by Government Relations.
- If we, as individuals, decide to volunteer for a political cause, we do not make any statements or take any action in the name of Advocate Health.

You should not express your political or religious views in the workplace in a way that conflicts with your ability to do your job. Your personal beliefs and activities should be conducted on your own time and in a way that makes clear you do not represent Advocate Health's views in those activities or statements.

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Q **I support a local political candidate who I believe will help the health care industry. May I use my Advocate Health email to share this candidate's message?**

A No. Your Advocate Health email is considered an organizational asset and using it for personal purposes is prohibited.

Check out Contact with Government Officials Policy (Enterprise) in Policy Tech to learn more about engagement with government officials for advocacy purposes.

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We focus on protecting our systems & our assets

We take the security of our systems and the confidentiality of information seriously, and it is important that our assets, property and technology be safeguarded from threats, including cyberattacks. Advocate Health assets that are assigned or made available to teammates may be used only for authorized business purposes and not for personal gain or enrichment. You must safeguard all assets, follow applicable policies and comply with copyright and software licensing laws.

You must return all assets, equipment, credentials, records, confidential information and technology upon request or at the end of your tenure with Advocate Health. If you still have any of these after you leave, we have the right to ask you to return them in person or ship them to us.

Examples of assets include, but are not limited to:

- Equipment
- Supplies and inventory
- Access cards
- Funds
- Confidential and proprietary information
- Our reputation

To ensure Advocate Health assets are protected, we will:

- Maintain accurate business records, free of any false or misleading information.
- Not use Advocate Health funds or assets for personal use, unapproved business expenses or for any improper or illegal use.
- Handle business transactions transparently, price them at fair market value and structure them to comply with applicable federal and state laws.

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Interaction with the media

Only the Advocate Health Communications department is authorized to speak to the media on behalf of Advocate Health. "Media" includes reporters, editors, photographers, producers or any other representatives of newspapers, magazines, trade publications, radio, television, internet periodicals, websites and blogs.

Communications will:

- Respond to inquiries and requests from the media.
- Contact the media about a story or news item regarding Advocate Health.
- Conduct interviews with members of the media where the subject matter relates to Advocate Health.
- Not reveal to a member of the media an individual's PHI, which includes whether or not a person has sought or is seeking care at an Advocate Health facility (unless authorized to do so).

Refer all requests and inquiries from the media to the Communications department.

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Confidential & restricted information

All Advocate Health Stakeholders are responsible for safeguarding our confidential data and information, regardless if the data has been de-identified or is shared as a summary or total. This includes information that is not generally available to the public, or information that would be useful to a competitor.

Confidential and restricted information includes, but is not limited to:

- Clinical, quality and patient information.
- Financial data, including reports and projections.
- Personnel files, wage and salary data and any Human Resources files (except your own wage data).
- Billing and pricing figures, cost data and projected earnings and losses.
- Strategic business plans, policies and marketing strategies.
- Intellectual property (for example, patents, trademarks, copyrights, as well as work created using Advocate Health resources while an Advocate Health teammate).
- Legal advice and opinions and information regarding legal actions involving Advocate Health and our contractual agreements.
- IT system configurations, network mappings, system credentials such as usernames and passwords.
- Vendor information.

Stakeholders should not discuss confidential information outside the scope of their duties at Advocate Health, including for research purposes. Information should be discussed with others on a need-to-know basis, even in social or business relationships. We are prohibited from posting Advocate Health confidential or information on any social media platform or website. This includes posting on **any** social network, discussion blog, forum or news group, as well as traditional forms of mass media. Media requests should be routed through Communications. Additionally, we are prohibited from utilizing unapproved generative AI tools to interact with confidential or restricted data. Advocate Health may, in its discretion, require teammates who it reasonably believes have input confidential or proprietary information into unapproved artificial intelligence (AI) sites or tools to delete all or portions of their AI site or tool account history.

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Q **A coworker posted a notice on my department's bulletin board offering his services as a personal trainer. Is this allowed?**

A No. While it is OK to engage in a personal business on your own time (as long as there is no conflict of interest), you may not use Advocate Health's assets (facility, time, bulletin board, etc.) to conduct that business.

Q **I see some very unusual cases in my job in the Emergency Department. If I do not mention patient names, can I post these stories to Facebook?**

A No, it is never acceptable to post details about patients to whom we provide care.

Q **A teammate in my department is leaving the organization. I noticed they were printing information related to Advocate Health's strategic business plans while cleaning out their office. Can they take this information with them when they leave?**

A No. This is an example of confidential and restricted information, and the information may not be used or disclosed by the teammate outside of the teammate's work for Advocate Health, even after the teammate leaves. You should report this to your supervisor or another leader. While printing is an issue, this also includes data via USBs, by emailing or other electronic methods. For more information, see the enterprise policy Governance Termination and Departure and Data.

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Are you still unsure of what action(s) to take? Talk to an Advocate Health leader (your supervisor or another member of the management team at Advocate Health) or contact the Compliance & Integrity Department.

Acknowledgment

All Advocate Health teammates are required to acknowledge understanding of this Code by signing the annual Attestation.

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ADVOCATE HEALTH

