

LABOR AGREEMENT

BETWEEN

ASPIRUS LANGLADE HOSPITAL
HOTEL DIEU OF ST. JOSEPH

and

WISCONSIN FEDERATION OF NURSES AND HEALTH PROFESSIONALS,
LOCAL 5000, AFT, AFL-CIO

January 1, 2026 – December 31, 2028

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THIS AGREEMENT is made and entered into this 25th day of January, 2024, by and between Aspirus Langlade Hospital Hotel Dieu of St. Joseph (hereinafter referred to as "Employer" or "Hospital"), and Wisconsin Federation of Nurses and Health Professionals, Local 5000, AFT, AFL-CIO (hereinafter referred to as "Union"), by and for itself and on behalf of the employees in the bargaining units described herein.

ARTICLE 1 - RECOGNITION

- 1.1 The Hospital recognizes the Union as the exclusive representative for all Full-Time and Part-Time health professional employees listed in Article 10, Compensation, excluding all other employees, contract employees, guards and supervisors as defined in the Act. The Hospital shall not utilize supervisory positions for the purpose of undermining the bargaining unit or evading its obligations under this Agreement.
- 1.2 The parties recognize the Hospital is owned and operated by the Religious Hospitallers of St. Joseph, a religious community of the Roman Catholic Church, and its hospital operation and management philosophy reflect their religious views, which are an essential element of the hospital policies. The parties also acknowledge that the public policy clearly enunciated in the National Labor Relations Act shall govern the parties' relationship in the implementation of this Agreement.
- 1.3 The parties subscribe to the principles of equal employment opportunity and nondiscrimination and, therefore, the parties agree to comply with all applicable Federal and State laws relating to nondiscrimination, membership or non-membership in, or activity on behalf of, the Union.
- 1.4 The parties recognize that the Employer has personnel policies and practices which have been developed and implemented over the years. The written statement of Personnel Policies in effect on the date of the Agreement shall apply where the contract is silent or unless otherwise modified by this Agreement and they shall be subject to the grievance procedure. Any modifications in hospital policy and practices which result in a cash expenditure by an employee is subject to negotiation.

ARTICLE 2 - EMPLOYMENT STATUS CLASSIFICATION

- 2.1 Full-Time Employees. Full-Time employees are those employees who are scheduled 60 to 80 hours in a two-week payroll period and budgeted as 0.75-1.0 FTE. Full-Time employees will receive all benefits as provided in this Agreement.
- 2.2 Part-time Employees. Part-Time employees are those employees who are scheduled a minimum 48-60 hours in a two-week payroll period and budgeted as 0.6-0.74 FTE. Part-Time employees receive all benefits as provided in this Agreement.
- 2.3 Supplemental. Supplemental employees are those employees who are scheduled to work less than 48 hours in a two-week payroll period and budgeted as 0.1-0.59 FTE. Supplemental employees are eligible to participate in the Hospital's retirement plan.

- 2.4 Supplemental Tier: An employee who has regularly scheduled hours of less than 48 hours per two-week pay period and holds a primary position in a hospital department providing 24/7 direct patient care. The employee will be scheduled based on tier commitment as outlined in the Supplemental Tier Status policy. A minimum of 288 hours worked a year is required to maintain employment.
- 2.5 Occasional: An employee who does not have regularly scheduled hours and not part of the Supplemental Tier status. Occasional status employees are scheduled based on department guidelines. Minimum hours are required to maintain continued employment. Active occasional status employees are eligible for retirement benefits only per Plan document.
- A minimum of 288 hours worked a fiscal year required to maintain employment.
 - Employees in an occasional status will be scheduled one holiday and three weekends per year.
 - Departments may, at their discretion, implement more stringent work requirements to ensure competency.
- 2.6 Temporary Employees. Temporary employees are hired to work a specific limited period of time. Temporary employees are not covered by or eligible for employee benefits. If temporary staff are hired into a benefit eligible status, they become eligible for benefits within the status according to plan documents.
- 2.7 Employment Status. Employment status will not be affected by time not worked due to illness, vacation, holidays, or temporary layoff, but will be affected by a decision by the employee and the Hospital to modify regularly scheduled hours of work.
- 2.8 Employees will be scheduled for their regular assigned FTE and are not required to work above or below this unless they elect to do so.

ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION

- 3.1 Union Security. Employees covered by this Agreement may voluntarily elect to join the Union or continue membership in the Union.

Each employee who intends to voluntarily pay dues may sign a payroll deduction authorization or pay dues directly to the Union. Names, addresses, date of hire and salary rates, and other pertinent demographic information of employees employed in the positions covered by this Agreement shall be provided on a quarterly basis to the Union by the Employer. Payroll deduction authorizations shall be sent to the Union.

- 3.2 New Employees. Newly hired employees shall have the right to voluntarily elect to join the Union.

A Union representative shall have the right to meet with any new employee for fifteen (15) minutes of paid time during orientation. Management will provide the Union with a list of employees who are to attend the orientation as soon as administratively feasible, not less than 48 hours before orientation.

3.3 Dues Deduction. The Employer agrees to deduct Union membership dues from each employee, unless employee has elected not to pay dues and/or does not complete the Payroll Dues Deduction Withdrawal Authorization Form within the timelines identified in this article.

Dues shall be deducted in equal installments from the employee's regular bi-weekly compensation. With appropriate notice of leaves, layoffs, or other reason, no deduction will be taken in a given payroll period. The Union will notify the Employer in writing of the proper dues to be deducted. Dues, which are deducted, shall be sent to the Wisconsin Federation of Nurses and Health Professionals, Local 5000, AFT, AFL-CIO.

A dues deduction authorization shall be irrevocable for the term of this contract or for one year, whichever is less, and shall be automatically renewed unless revoked by the employee giving written notice by certified mail to the union and to the Hospital at least 30 days and not more than 75 days before any periodic renewal of the authorization.

The Hospital's remittance will be deemed correct unless the Union gives written notice to the Hospital within one (1) week after a remittance is sent, with reason(s) that the remittance is incorrect. If the Hospital and the Union are unable to resolve such a matter by discussion, the Union shall submit it in step 3 of the Grievance Procedure, within five (5) days after the date of the discussion. Failure to do so shall constitute its withdrawal of the matter, without recourse.

The Union agrees to indemnify and hold the Hospital harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of the amounts to cover his/her obligations of the Union. The Union assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Except as limited by the express terms of this Agreement, the Union recognizes and agrees that Management of the Hospital has the right to govern all aspects of the operation of the Hospital and to direct its entire workforce, provided, however, that such right shall not be construed as authorization to violate any provision of this agreement. The Union agrees that it will not disrupt or interfere with the rights and responsibilities of management to govern and operate the Hospital. These include, but are not limited to, the right to hire, suspend, discipline, discharge, promote, demote for just cause, assign, lay-off and recall, determine by interview, performance, written test or other generally accepted methods or procedures the ability, aptitude, and/or qualifications of individual employees for assignment to, employment in or promotion to the various job classifications; enforce and maintain discipline among employees; determine the selection of, adequate staffing, and how to best utilize the training and competence of all personnel; determine the nature, scope and type of facilities and services to be provided by the Hospital; alter current facilities and services and install new facilities and services; to contract out for goods and services; determine the number of employees needed to perform services; establish work schedules; determine the nature, scope and type of facilities and services provided by the Hospital; alter and install new facilities and change and institute new methods and/or systems.

- 4.2 The Employer may perform all acts or do whatever may be necessary or proper to comply with any federal or state laws, regulations, or rules which regulate, or which are applicable to the Hospital, its employees, or its operations, or to comply with any instructions or directions given by any examiner or any other person pursuant to any such law, regulation or rule.
- 4.3 The Union further recognizes the Hospital's right to publish policies, procedures and reasonable work rules governing the employees and others using the Hospital; and to revise, change or institute new policies, procedures and work rules.
- 4.4 It is further recognized that the Hospital is in the business of providing public services; and thus, in an emergency, it is agreed that the Hospital may take whatever actions it deems necessary to meet demands of the emergency.
- 4.5 This Agreement shall not prohibit the Employer's prerogative to utilize volunteer workers to any extent necessary or helpful to the Hospital's operations, but this provision will not be utilized to result in layoff of members of the bargaining unit.
- 4.6 Labor/Management Committee – The Labor/Management Committee shall meet every other month to identify and discuss issues affecting the relationship between the bargaining unit members and Hospital and/or system management in an effort to find solutions to these issues and to improve that relationship. A standing agenda item will be staffing. Issues for periodic review and discussion at these meetings may include work scheduling procedures, guidelines and staffing patterns.

Staffing guidelines as of the effective date of this Agreement will serve as initial guidelines. Management shall make a reasonable effort to staff according to these guidelines. Regular changes to the staffing guidelines will be presented to the Labor/Management Committee. Before making a change to staffing guidelines, Management and affected staff shall have an opportunity to discuss changes. Staffing guidelines and core staffing numbers will be maintained on each unit and will be accessible to staff.

The Committee shall review unsafe staffing reports presented at the meetings.

The Committee may review patient acuity issues as they relate to staffing guidelines and staffing patterns.

The Committee shall annually review all staffing guidelines.

ARTICLE 5 - GRIEVANCES

- 5.1 Definition. A grievance shall mean any dispute which may arise between the employee or employees or the Union and the Employer with respect to the interpretation or application of provisions set forth in this Agreement. Grievances shall be subject to the following procedure:
 - 5.1.1 Step One. The grievant shall present and discuss the grievance with his/her immediate supervisor to attempt to resolve the issue informally. The immediate supervisor is the person in the first level of management with responsibility for the employee.

- 5.1.2 Step Two. Grievances unresolved at Step One or not presented and discussed at Step One must be submitted in writing on a form mutually agreeable to the parties to the appropriate Vice President or his or her designee within fourteen (14) calendar days of the date the employee knew or should have known of the cause of the grievance. The Vice President or his or her designee shall review the grievance with the employee and submit an answer in writing to the employee within seven (7) calendar days of receipt of the written grievance.
- 5.1.3 Step Three. Grievances unresolved at the preceding step may be submitted in writing on a form mutually agreeable to the parties to the Hospital President or designee within fourteen (14) calendar days of the answer in Step Two. The Hospital President or designee shall respond within fourteen (14) calendar days of receipt of the grievance.
- 5.1.4 Arbitration. Grievances unresolved at the preceding step may be submitted to arbitration. The party seeking arbitration shall notify the other party within thirty calendar (30) calendar days of the answer in Step Three of its intent to arbitrate the matter and shall within fourteen (14) calendar days of the notice of intent to arbitrate, request the Federal Mediation and Conciliation Service to provide a panel of five arbitrators from which a single arbitrator will be selected by alternately striking names from the list. The party seeking arbitration shall make the first strike. Because speedy resolution of disputes is in the best interest of all parties involved, the parties will urge the arbitrator to submit his decision within thirty (30) days of any hearing. The arbitrator shall have full access to all information relative to the issue in dispute. The arbitrator shall be restricted to resolving only that dispute and the decision made by the arbitrator shall be final and binding. The arbitrator shall have no authority to modify, add to or delete from the terms of the Agreement.

The cost of arbitration shall be shared equally by the parties except that each party shall bear the cost of its own witnesses. Neither party will be obligated to the cost of a stenographic transcript except by prior agreement.

- 5.2 Grievances involving discharge shall begin at Step Three and must be filed in writing within seven (7) calendar days of the effective date of the discharge.
- 5.3 An affected employee shall be permitted to process grievances at Step One on work time, provided that the matter can be resolved in less than 15 minutes, and the meeting involves the employee and the manager only. A grievant may have a steward present at any step of the grievance procedure.
- 5.4 Procedure for Corrective Action: The Employer shall provide advance notice to an employee, when possible, of any required meeting with said employee which may result in disciplinary action, demotion, or discharge whenever the manager has reason to believe such meeting will result in disciplinary action, demotion, layoff or discharge. During investigatory meetings, employees have the right to have a Union representative present.
- 5.5 Failure of a party to file or appeal a grievance in a timely manner as provided herein shall be deemed a settlement and waiver of the grievance. A party who fails to receive a reply in a timely

fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual consent in writing. It is understood that in the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.1 Workday. The workday may be flexible to accommodate both staffing flexibility/work-life balance and patient care needs. Workdays may include eight, ten, or twelve hour workdays to include a one-half hour unpaid meal break.
- 6.2 Pay Period. The work week shall be Sunday through Saturday. The work week shall begin at 3:30 a.m. on the first day of the week and end at 3:29 a.m. on the last day of the week. The pay period shall begin with the beginning of the work week and end fourteen (14) consecutive days later.
- 6.3 Shift Times. Shift times are determined based on department needs and census trends. Additional flexible shifts may be established by mutual agreement between the Employer, the affected employee, and the Union.
- 6.4 Work Schedules.
- 6.4.1 Scheduling for both work shifts, and assignments is the responsibility of the Department Manager. However, day to day management can be delegated to the Hospital Supervisor and or assigned staff as appropriate.
- 6.4.1.1 All new employees will be hired for straight night shift, straight PM shift, or a rotation of shifts. The Employer will make every reasonable effort to avoid scheduling employees more than two rotating shifts in a work schedule unless an employee volunteers or agrees to work such schedule.
- 6.4.1.2 When employees are rotated, the Employer will distribute rotation on a fair and equitable basis to ensure that no individual or group of employees must carry an unreasonable burden. The employer shall make every reasonable effort to limit the number of night shifts scheduled for each employee with ten (10) years or more of service, unless it is the employee's desired shift of choice.
- 6.4.1.3 Employees may be scheduled at times other than their normal shift to accommodate vacancies and emergencies with prior notice. Every effort will be made to schedule employees to those units and shifts to which they are regularly assigned.
- 6.4.2 The Employer will post schedules for at least a one-month period. The schedule shall be posted in each department. Schedules will be posted at least thirteen (13) days before the period for which they apply. Employees may submit requests in writing for days off to their department manager. Every effort will be made to honor such requests.

6.4.3 The Employer will make every reasonable effort to schedule employees no more than one in every three weekends for all departments except for Rosalia Gardens and Hospice, which will make every reasonable effort to schedule employees no more than every other weekend.

6.4.4 Holiday scheduling shall be equitably distributed among employees.

6.5 Hours of Work and Overtime. The following departments and or specified positions shall be compensated at the rate of time and one half for all hours worked in excess of forty (40) hours in any one-week period and may be scheduled flexible shifts in accordance with department needs: Medical Lab Scientist , Surgery Team Lead, Dietitians, Graduate Nurses, ICU RNs, Emergency Services RN's, Cardiac Rehabilitation, Emergency, Occupational Therapy, Physical Therapy, Educational Services, Infection Preventionist, Employee Health Nurse, Oncology Clinic, Pain Clinic, Hospice, Speech Pathologist, Pharmacist, Social Worker and all other Outpatient Clinics.

Employees scheduled to work twelve (12) hour shifts shall be paid time and one-half at their regular rate of pay for all hours worked in excess of twelve (12) hours per shift or 40 hours in a week.

All other employees scheduled to work an 8-hour shift shall be compensated at the rate of time and one-half for all hours worked in excess of eight (8) hours in any workday or eighty (80) hours in any two-week period.

ARTICLE 7 - SENIORITY, LAYOFF, RECALL, FURLOUGH

7.1 Seniority. Hospital seniority for the purpose of this Agreement shall mean length of continuous service with the Hospital measured from the most recent date of hire in calendar years, months, and days, except as it may be adjusted by leaves of absence. Any approved unpaid leave of absence henceforth in excess of thirty days at a time shall result in a corresponding adjustment in the amount of accrued seniority.

Department seniority, for calculation of seniority only, shall mean length of continuous service in a department, which, under this Agreement, shall mean Nursing Service, Laboratory and Pharmacy Departments. Classification seniority shall mean length of continuous service in a classification, which, under this Agreement, shall mean Registered Nurse, Technologist, and Pharmacist.

Employees who change classification within the bargaining unit classifications shall be credited with one month classification seniority in their new classification for each year or portion of a year of continuous hospital service. Employees hired into a bargaining unit classification from a non- bargaining unit classification will be credited with one month classification seniority in their new classification for each year or portion of a year of continuous hospital service in the non-bargaining unit position. This provision shall be effective July 1, 2013 for time in a management position.

7.2 Probation. The first ninety (90) days of Hospital employment of each new employee will be a probationary period. The Employer may extend an employee's probationary period up to an additional sixty (60) days upon notice to the employee and the Union of at least ten (10) days

prior to the end of the initial probation. During probation, no benefits are payable although they shall accrue, and the Employer can terminate any employee during probation for any reason and such termination shall not be subject to the grievance procedure.

7.3 Layoff.

7.3.1 If it becomes necessary to temporarily reduce the work force in the bargaining unit due to low census (Nursing Service) or reduced workloads (other departments), the Hospital will first seek a voluntary reduction in the work hours on a departmental basis. Before any reduction or layoffs occur, the Hospital will notify the Union and invite it to discuss ways of avoiding layoffs. Temporary layoff for purposes of this article means a layoff of up to three weeks duration.

7.3.2 If temporary layoffs are unavoidable following the procedures provided above, layoffs will be on the basis of least classification seniority among employees in the department designated for layoff assuming qualifications and abilities are relatively equal. Employees shall be laid off in the following order:

1. Temporary employees shall be laid off first, including agency or travel staff, when applicable contracts allow.

2. Then probationary employees.

3. Then all other employees on the basis of inverse seniority on a rotating, daily basis. Employees who volunteer for a day off will drop to the bottom of the inverse seniority list following such day off.

7.3.3 Should the Hospital determine that there will be a required reduction in staff, not of a temporary nature, then layoffs will be made according to the procedures above, and employees to be laid off will be given at least two weeks' notice of layoff or pay in the amount covering the period the notice is deficient.

7.3.3.1 A laid-off employee will have the right to replace another employee in a position in the same classification within the bargaining unit if the employee has greater classification and hospital seniority than the employee being replaced and provided the employee has the ability to immediately assume the duties and responsibilities required by that position.

7.3.3.2 If an employee has exercised replacement rights and fails to perform satisfactorily in the position, the employee will be laid off and then recalled only to the position of original lay off.

7.3.4 On a daily basis, the Hospital will determine the need for reduced work due to low census. Decision regarding who will have low count/on call will be based on the following order:

1. Temporary employees shall be low-censused first, including agency or travel staff, when the applicable contracts allow.

2. Then probationary employees.
3. Then all other employees on the basis of inverse seniority on a rotating, daily basis. Employees who volunteer for a day off will drop to the bottom of the inverse seniority list following such day off.

7.4 Recall.

7.4.1 Employees will be recalled from layoff in order of seniority unless the Hospital determines that an employee with less seniority has special skills or qualifications for a particular need. The recall notice will be sent by certified mail to the last address on the employee's records. Copies of the recall notice will be sent to the Union. Failure to respond within five (5) days of the mailed notice, or three (3) days if personal or telephone contact is made, will be treated as a decline of the offer and the employee will be considered terminated and will have no further rights or status under this Agreement except for pending grievances.

If an employee responds within the specified time frame but is unable to return to work at the time specified, this will not be treated as a decline of the offer. The Hospital may then recall the next most senior employee to fill the schedule. The employee not able to return to work will be placed on the top of the recall list upon availability for work. Refusal to return to work as scheduled after a second recall procedure will constitute a termination of employment.

An employee who will not be at his or her regular address during a layoff period should notify the Human Resources Department of where and how they can be reached.

7.4.2 All laid off employees capable of performing the required duties will be recalled before any new employees are hired.

7.5 Furlough

7.5.1 Aspirus may identify certain positions within the bargaining unit that will be subject to furlough. A furlough is defined as a short term (i.e., no longer than six (6) month) hiatus from Aspirus, whereby Aspirus hopes to return the employee and the previous position to the workforce.

7.5.2 Aspirus shall select positions or departments that are subject to a need for FTE reductions or furlough. If operationally feasible for Aspirus, volunteers could be considered prior to selecting an individual for furlough. Those impacted employees in selected positions shall have all existing bumping rights as identified in the current labor agreement between parties.

7.5.3 Once these positions/departments have been identified, the hospital will discuss with the union their reasoning behind their choices.

7.5.4 Employees whose FTE was reduced cannot substitute the difference with PTO.

- 7.5.5 Furloughed employees, and their covered dependents, may continue participation in Aspirus' benefit plans during a furlough. The employee is responsible for their share of premium payments while furloughed.

ARTICLE 8 - TRANSFER, CHANGE OF ASSIGNMENT

8.1 Vacancies.

- 8.1.1 The Hospital will post notices of vacancies in the bargaining unit on-line on the Hospital Intranet in a timely manner. It will be the responsibility of the applicant to view vacancies. Any Bargaining Unit employee interested in applying for a vacancy shall apply using the on- line application process. Notices shall be posted for not less than seven (7) consecutive days.
- 8.1.2 All cross-training opportunities will be posted on the intranet. Bargaining Unit employees interested in applying for a cross-training opportunity shall notify the Department of Human Resources on a form designated for this purpose by the hospital.
- 8.1.3 Where the qualifications and experience of two or more applicants (internal and external) are relatively equal, the vacancy will be filled by the applicant having the greatest Hospital seniority among those who apply for the position.
- 8.1.4 Notice of vacancies outside the bargaining unit may be posted. All employees are eligible to apply for any open positions in the Hospital. The Employer retains the right to determine fully its needs and the ability of any applicant to fill the needs of a given position outside the bargaining unit.
- 8.1.5 Shifts: Employees may apply for a change of shift whenever a vacancy occurs in their department. Shift changes will be granted on the basis of departmental seniority, if the employee is fully capable of performing the duties.

8.2 Transfers

- 8.2.1 Employees must remain in their position/department for one (1) year prior to transferring to another position/department within Aspirus with the exception of:
- i. Specialty RN (ER, Birthing Center, ICU, OR, Hospice & Palliative Care, Oncology, Flex RN's & Kidney Care) must complete a two (2)-year commitment.

8.3 Change of Assignment

- 8.3.1 Pulling. Employees may be assigned to units or departments other than their own to assist with RN related tasks under direction of the primary RN.
- 8.3.2 Temporary Change of Assignment. Employees may be temporarily assigned to units or departments other than their own, provided the employee possesses the necessary core competencies and has completed department orientation, per Article 15.5 - Cross-Trained Employee Commitment. The temporary change of assignment may occur in a scenario where the assignment is necessary for one shift, or for a longer-term need. A longer-term

temporary assignment shall not exceed one (1) month unless extended by mutual agreement with the employee.

ARTICLE 9 – LEAVES

- 9.1 Bereavement Leave. Full Time and Part Time employees shall be granted up to three (3) scheduled workdays paid leave between the day of death and one day following the day of internment for a death in the immediate family. Immediate family shall mean mother, father, husband, wife, children, stepchildren (of the employee only) brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchild, grandparent of employee, daughter-in-law, son-in-law, foster mother or foster father, stepmother and stepfather. Full Time and Part Time employees may be granted one paid bereavement day to attend the funeral of an employee's spouse's grandparent. Employees shall be granted one day of unpaid leave for death of other relatives. Any paid absence for bereavement leave must include the funeral day except in extenuating circumstances approved by the Department Manager. Funeral leave activity includes attending the funeral, wake, memorial service, arranging the funeral or other funeral related activities including travel to and from the funeral and caring for an affected family member. Employees are also eligible for unpaid leave for bereavement purposes.
- 9.2 Jury/Witness Duty. Employees required to serve on jury duty or subpoenaed to serve as a witness in a criminal or civil proceeding in a court of law during scheduled working hours shall receive their regular pay while serving in such a capacity, reduced by any compensation (except travel or expense reimbursement) received for jury duty or witness duty or to which they are entitled. If excused from jury duty or witness duty on a scheduled workday, the employee shall promptly contact the supervisor and return or report to work and complete the scheduled shift if deemed advisable by the supervisor.

9.3 Leave of Absences.

Leave of Absences can be approved up to 30 days, with a maximum of 12 weeks in any "rolling" 12-month period unless required by law, including the American with Disabilities Act Amendments Act (ADAAA) or Short-Term Disability (STD) qualification. All LOAs (except military leave provided under USERRA and/or Family Medical Leave (FML) are concurrent and count towards the 12 weeks.

The approval of a LOA does not guarantee the employee's position, for the approval is at the discretion of the Hospital. The Hospital reserves the right to restrict a leave and or leave duration if the leave causes a major impact to department or company operations. Aspirus also reserves the right to extend a LOA based on business needs.

- 9.3.1 Personal Leaves. A personal leave shall be defined as a requested period of time off, without pay, in excess of three (3) calendar days. After completion of the probationary period, an employee may request a personal leave of absence. Requests for personal leave will be given to the appropriate manager/director at least thirty (30) calendar days prior to the start of the leave. In cases such as death or illness of relatives the thirty (30) day request will be waived. For leaves of three days or less, an employee may make an oral request for leave, and it may be approved orally, but this shorter leave and procedure

may not be used to extend a vacation. Leaves of three days or less are designated "excused absences" and shall be without loss of benefits.

9.3.2 Medical Leaves. After completion of the probationary period, an employee may request a medical leave of absence. An employee shall notify the appropriate manager/director of the desire for medical leave as soon as it is known a leave is needed. The Hospital may require written physician authorization of an employee's ability to return to work following a medical leave.

9.3.2.1 Family and Medical Leave: In addition to the leaves described above, the Hospital will comply with the provisions of the state of Wisconsin and Federal Family and Medical Leave Acts. However, it is understood that leave available to eligible employees under state and federal Family and Medical Leave Acts run concurrently with medical leaves available under subsection 9.3.2.

9.3.3 Education Leaves. After completion of the probationary period, an educational leave of absence may be requested by an employee who would like time off for educational purposes related to his/her hospital position or for advancement within the Hospital. A request for an educational leave must be submitted to the appropriate manager/director at least thirty (30) days prior to the starting date of the leave. Educational leaves may extend up to one (1) year and may be renewed.

9.3.4 All unpaid leaves must be approved in writing.

9.4 Return from Leaves. Employees returning from leave may be reinstated to their former position and schedule if available at the same salary step for that position. If it is not available, the employee will be given priority in filling the next vacant position for which he/she is qualified.

9.5 Union Business. Officers and delegates of the Union may be given time off without pay, if work requirements at the Hospital permit, but without loss of seniority, to conduct Union business including, but not limited to attendance at conventions. An employee shall notify the appropriate manager/director of the desire for time off to conduct Union business as soon as it is known that time off is desired. Advance notification shall be governed by 9.3.1.

9.6 Except during an educational leave of absence, an employee may not engage in other employment during the leave, except with advance notice to and approval by the Employer.

9.7 An employee will maintain all benefits during the leave period. Employee will be required to use PTO banks hours each pay period equal to their scheduled FTE, unless the employee is receiving Short Term Disability benefits. If PTO banked hours have been exhausted during a LOA, the employee will need to set up a payment schedule with Human Resources to cover the employee portion of benefit costs for the duration of the leave.

ARTICLE 10 – COMPENSATION

10.1 Compensation

Future Market adjustments – The Hospital agrees to implement any applicable market-based adjustments to represented employees at the same time and in the same manner as Aspirus implements market-based adjustments to similar unrepresented positions.

Annual Across the Board Adjustments

- On the pay period immediately following ratification of the CBA: 2.5% increase to all bargaining employees.
- January 2027: 2.5% increase to all eligible employees
- January 2028: 2.5% increase to all eligible employees
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Base rate for newly hired employees will be determined by HR commensurate with the employee's experience. Should an employee be brought in at a base rate higher than an existing bargaining unit member with the same or greater amount of experience, the Hospital shall increase the existing bargaining unit member or members base rate to an equivalent amount.

10.2 Differentials. Employees will be eligible to receive call, weekend, and night/pm shift differentials in accordance with System payroll practices, but that the amount will not be lower than the applicable rates currently in the CBA.

10.2.1 Shift. Employees will be eligible to receive a night/pm shift differentials in accordance with System payroll practices, but that the amount will not be lower than \$2.15 per hour for shifts scheduled between the hours of 3:00 p.m. and 11:30 p.m. and will not be lower than \$3.00 per hour for shifts scheduled between the hours of 11:00 pm. and 7:30 a.m.

10.2.2 An employee who is requested by the manager/director or nursing supervisor to extend his/her shift into another shift will receive the appropriate shift differential for all hours worked in the extended shift.

10.2.3 Employees will be eligible to receive weekend shift differentials in accordance with System payroll practices, but that the amount will not be lower than \$2.00/hour.

If an employee is called in to work during the hours defined as the weekend shift and their called in shift coincides with their regularly scheduled non-weekend shift, in order to receive the weekend differential, they must submit a Payroll Edit Form to receive the weekend differential for the called in shift.

10.3 Pay. Employees who have successfully completed the Preceptor Program shall be paid an additional \$1.00/hour for all hours worked as assigned preceptor.

Employees who serve as preceptors but have not completed the Preceptor Training Program provided by the Hospital may continue to serve as preceptors and receive preceptor pay, provided the employee attends the training program during the term of the Labor Agreement.

Designated/eligible Preceptors and Onboarding Ambassadors receive a \$100 bonus completion of a new-hire's six-month anniversary.

- 10.4 On-Call. "On Call" refers to the status of an employee who is specifically required by his/her immediate supervisor/manager to be available for the purpose of responding to patient care matters in the Hospital for a designated period of time.

Employees required to be "on call" shall be paid four dollars and fifty cents (\$4.50) per hour for each hour they are in such status. Employees on-call who are required to respond to a patient care matter shall be paid at least two hours, whether or not hours are actually worked.

Compensation shall be at one and one-half (1 1/2) times the employee's base rate and shall be based upon the straight time rate, without differentials.

The Hospital will provide places to sleep for employees who are on-call, who, on their own accord, choose to stay in the hospital overnight. When an employee is on call, they shall remain in such geographic proximity to the Hospital that the employee can physically report to the Hospital within established departmental response time.

Hospice Registered Nurses, CBRF Registered Nurse and Senior Care Services Team Lead RN, required to be "on call", who respond to needs of the patient via telephone, will be compensated at one and one-half (1 1/2) times the employee's base rate, without differentials, for the time spent engaged in the telephone conversation. Employees on-call who respond to a patient care matter via telephone shall be paid at least one-quarter (1/4) hour increments whether or not hours are actually worked.

- 10.5 Ambulance Call. An employee required to go on ambulance call after scheduled working hours shall receive time and one-half (1 1/2) their base hourly rate of pay. An employee required to go on ambulance call during their regular working hours shall receive time and one-half (1 1/2) their base hourly rate of pay. The base hourly rate is the hourly rate specified in Section 10.1. There shall be no pyramiding of overtime and ambulance call pay.
- 10.6 Daylight Savings Time. In the fall of the year when the clocks are set back one hour, all employees who work the Night Shift shall be paid for the exact hours worked (i.e., nine (9) hours rather than eight (8)). All employees who are compensated for that specific shift shall receive nine (9) hours pay rather than eight (8) (i.e., sick pay, bereavement pay, holiday pay).

In the spring of the year when the clocks are set ahead one hour, all employees who work the night shift shall be paid for the exact hours worked (i.e., seven (7) hours rather than eight (8)). All employees who are compensated for that specific shift shall receive seven (7) hours pay rather than eight (i.e., sick pay, bereavement pay, holiday pay).

- 10.7 Tuition Reimbursement: Employees may participate in the Hospital Tuition Reimbursement Program as follows: All Full-Time and part-time employees who meet the benefit eligibility requirements of Sections 2.1 and 2.2 are eligible to participate in the Hospital Tuition Reimbursement Program. Employees may be reimbursed up to 50% of the cost of tuition for course work completed at an accredited college or vocational school. The maximum total tuition reimbursement to an employee by the Hospital shall not exceed \$2,000 in any calendar year.

The Hospital will reimburse regular Full-Time and Part-Time employees fifty percent (50%) of the cost of tuition for coursework in a Master's Degree (or above) program related to advancement within the health care industry. The maximum total tuition reimbursement to an employee by the Hospital shall not exceed \$2500 in any calendar year.

Employees who regularly work less than 48 hours per biweekly payroll period may be reimbursed up to 50% of the cost of tuition for course work completed at an accredited college or vocational school. The maximum total tuition reimbursement to an employee by the hospital shall not exceed \$1500 in any calendar year for courses specifically related to a career in health care. All other coursework may be reimbursed fifty percent (50%) of tuition costs not to exceed \$500 in any calendar year.

The course must be approved in advance by the employee's manager and director. A request for course approval must be submitted in writing to the Human Resources Department 10 days prior to the start of the coursework and shall include: The name of the educational institution offering the course, the title of the course and a brief summary of the course content, the estimated tuition cost for the course and a brief statement from the employee describing how the course relates to his/her present position or to advancement within the Hospital. Reimbursement to the employee shall be made following successful completion of the course with at least a "C" grade or better. If the course is graded on a pass/fail basis, a passing grade will be required for reimbursement. The employee must present documentation of the above to the Hospital prior to reimbursement.

If an employee terminates his/her employment at the Hospital within one year of completion of a course for which he/she was reimbursed by the Hospital, the employee shall be responsible for paying back to the Hospital one-half (1/2) of the amount the employee was reimbursed by the hospital for the course tuition.

- 10.8 BSN Tuition Reimbursement. All Full-Time and Part-Time ADN prepared nursing employees are eligible for the BSN Tuition Reimbursement Program. The Program is intended to encourage Associate Degree nurses to pursue academic programs in order to obtain a Baccalaureate Degree with a major in nursing ("BSN"). Employees may be reimbursed for the cost of attending courses sponsored by accredited, qualified colleges that provide courses toward a BSN degree.

Aspirus Langlade Hospital shall reimburse selected employees an overall aggregate limit of reimbursement of \$12,500 with provision for repayment of reimbursement amounts based upon service to the Hospital. Nurses will receive tuition reimbursement according to their rate of progression through the nursing program. Tuition will not be capped at a set amount per year, but the employee will only be reimbursed for actual expenses incurred.

- 10.9 Shift Incentive Pay Policy - Employees covered by this Agreement will be eligible for a differential for picking up additional shifts pursuant to the Aspirus Shift Incentive Pay Policy. The Hospital agrees that if the Shift Incentive Pay Policy is eliminated, the parties will meet to bargain over an applicable Short Notice Bonus.
- 10.10 Oncology Clinic Weekend. Registered Nurses who staff the Oncology Clinic, and who, of their own accord, are scheduled to come to the Hospital on a Saturday or Sunday to provide patient

care to an oncology patient, shall be paid for at least one (1) hour, whether or not the hours are actually worked. NOTE: This is a voluntary program.

- 10.11 Sign-On Bonuses – Employees will be eligible to receive applicable sign-on bonuses consistent with those provided pursuant to Aspirus pay practices.
- 10.12 Sexual Assault Nurse Examiner (SANE) Differential- Qualified RN's that have successfully completed the SANE training shall receive a differential consistent with Aspirus pay practices. The SANE RN will be compensated from the time of responding to the call, travel time and through completion of exam. Education time for the SANE RN will be paid at the RN's base wage.
- 10.13 Charge RN - A Charge Nurse acts as a lead person and an advisor to other RNs and personnel on the unit. Qualified regular employees may be assigned Charge RN responsibilities on a temporary or permanent basis. Management will assign nurses to the Charge Nurse role only after providing proper orientation to the role. Charge RN's will not be pulled into another unit.

Charge RN responsibilities include:

- (a) Making personnel to ensure proper patient care, exercising proper judgment in selecting personnel in consideration of patient care needs, acuity, continuity, staff experience and training.
- (b) Adjusting assignments during the course of the shift, as necessary.
- (c) Coordinating coverage for breaks and lunches and attendance at in-service education and/or meetings.
- (d) Receiving report on all patients, for an overview of the unit, ensuring that reports are timely handled.
- (e) Acting as resource person for the unit to which assigned.
- (f) Acting on problems concerning patients, physicians, staff, and visitors and taking appropriate action, including immediate action as authorized from time to time, or making recommendations to higher authority to correct problems.
- (g) The Charge Nurse may inform the supervisor of perceived staffing needs for the following shift.
- (h) Staffing levels will be appropriately assessed so that workloads remain reasonable and safe for all RNs. As part of that assessment, house supervisors/daily leaders will discuss with the RN assigned the Charge RN duties and the RN will have an opportunity to come to a mutual agreement with the hospital supervisor/daily leader regarding the assignment prior to beginning the shift. Should the assigned RN and hospital supervisor/daily leader not agree to the Charge RN assignment, the RN will not be entitled to Charge Pay and the supervisor or daily leader will assume the duties of the Charge RN. The Charge RN shall be able to reject the Charge RN assignment at any time during the shift should the Charge RN reasonably believe that there are valid reason to do, such as if there are changes in acuity, census, volumes, admissions, or other reasonable evolving factors.
- (j) Whenever practicable, Charge RN assignments shall be made in advance.

2. A Charge RN should not do the following:

Charge RNs shall not have the following specific duties of the house supervisor:

- Replacing the sick calls
- Scheduling surgeries
- Planning for next shift's patient assignments
- Closing units to admissions

3. Eligibility:

Eligible employees shall be determined with use of certain criteria, including:

- Holding appropriate certifications (for example: ACLS for all departments, and NRP certification in birthing center).
- Management shall maintain a list of all employees who have completed proper training and orientation to work in a charge capacity. If an employee wishes to no longer be considered for the assignment, the employee shall notify his/her direct leader to discuss future eligibility.
- Only bargaining unit employees shall be eligible to serve as a Charge RN.

4. Designated Charge RN's in eligible patient care areas such as the ED, ICU, OB, Med/Surg, Surgery, and Cardiac Rehab may be compensated in addition to their base wage at a rate consistent with Aspirus pay practices to assume duties and responsibilities in the charge role for the designated shift.

5. Charge RNs in the ED shall not concurrently serve as the Triage RN.

10.13 Weekend Only Program

- A. **Eligibility:** Employees in a non-exempt 24/7 patient-facing department are eligible to participate in the Weekend Only program.
- B. **Purpose:** To recognize the need for additional staffing to meet patient care needs, Aspirus provides additional pay when an employee commits to filling an approved Weekend Only position.
- C. **Definitions:**
1. Weekend Only: Commitment of working 48/52 weekends a year. Weekends are defined as shifts between 3pm Friday to 7am Monday.
 2. Weekend Only pay: A premium rate paid per hour for the hours an employee is scheduled and works during the weekend. The premium rate does not apply to non-productive hours including but not limited to: education, PTO, training.
- D. **Policy:**
1. Weekend only positions will be approved through the SLEC/LEC process.
 2. Employees in weekend only positions must commit to work 48/52 weekends per year and will hold a FTE based on scheduled hours.

3. Weekend only employees may not take off more than two (2) consecutive weekends.
4. Employees working the weekend program will be scheduled to work either 24 or 36 hours between the defined weekend hours and will hold a FTE of a 0.6 or a 0.9.
5. Employees in the weekend program may be floated to another department at the discretion of the director or designee and in accordance with this agreement.
6. If on-call, the weekend program participant will receive "on-call" pay at the regular "on-call" pay rate.
7. Employees in this program will be included in the low census and attendance policy. Frequent call-ins may result in being removed from the program. Each shift absence will be counted as one occurrence and use of PTO will be required.
8. Employees will receive 1.5x base rate for hours worked on the weekend. These hours will not be eligible for weekend shift differential but will be counted towards overtime.
9. The regular rate of pay (base) will be paid for any extra shifts or any other shifts not considered as part of the weekend shift or agreement, including PTO.
10. The weekend program participant is eligible for PM, Night, Holiday, and Charge differentials. The participant is also eligible for Shift Incentive Pay outside of scheduled weekend hours.
11. Paid Time Off (PTO) will be accrued based on actual hours worked.
12. The weekend program participant will be expected to work all holidays that fall on their defined weekend.
13. If an employee no longer wishes to participate in the program, he/she will need to apply for an open position. There is no guarantee of hours outside of the weekend program.
14. Any rates of pay established under this section are minimums and shall increase when the rates of pay for the system Weekend Program increases.
15. Weekend only employees shall be regularly assigned either days or nights and shall not be rotated unless mutually agreed.
16. Weekend only employees may use PTO to offset the difference in pay when they are in a paid status at the base rate without the weekend premium.

ARTICLE 11 - INSURANCE

11.1 Health Insurance.

- 11.1.1 A Full-Time employee for purposes of the group health insurance benefit shall include Full-Time employees as defined in Article 2.1 and Part Time employees as defined in Article 2.2. Supplemental and Float Pool employees are not eligible for group health insurance.

- 11.1.2 The employee contributions per pay period will be calculated so as not to exceed 30% of the total premium for the health insurance benefit. These calculations will be made at the time of yearly policy renewal and the cost will be passed on to employees affected by this Agreement as of January 1 of each year.
- 11.1.3 The Employer may change carriers, revise plan designs (i.e., deductibles, co-pays, and the amount of contributions per pay period, wellness participation requirements) and/or self-fund the group health insurance plan at its discretion, so long as bargaining unit members are provided the same plan as is provided in Aspirus Health Plan and provided to all other Aspirus Langlade Hospital employees.
- 11.1.4 The Employer will notify the Union as soon as possible prior to open enrollment of upcoming changes, and at least 10 days prior to sending out open enrollment information to Aspirus Langlade Hospital employees.
- 11.1.5 The Hospital shall allow an employee who chooses an early retirement to continue his/her hospital group health insurance coverage until the employee becomes eligible for Medicare provided the employee meets the following requirements:
1. Is at least age 60.
 2. Has been a Hospital employee for at least 20 years.
 3. Is not eligible for health insurance coverage through another employer or group plan.
 4. Monthly insurance premium payments must be paid in full to the Hospital's COBRA Administrator adhering to the payment timeframes as set forth in the COBRA regulations.

Effective 3/2/21, new employees hired after 3/2/21 are not eligible for this benefit.

11.2 Life Insurance.

- 11.2.1 Full-Time and Part-Time employees shall be covered by a paid term life insurance policy. The amount of coverage shall be the annual wage rounded to the next \$1,000 for Full-Time and Part-Time employees. New employees shall be covered following thirty (30) days after the first day of the month following your first day of employment.
- 11.2.2 Upon termination of employment, employees may continue their insurance coverage at their own expense.
- 11.2.3 Full-Time and Part-Time employees may purchase supplemental coverage on a voluntary basis.

- 11.3 Health Services. Individuals who have potential exposure to cytotoxic or Hazardous Drugs (HD) will be included in the hospital's medical surveillance program. The Hospital's medical surveillance program is intended to monitor and protect employees who prepare, administer, or transport HD's. Employee Health will provide health services based on the employee's position description and function. Services may include pre-employment health history and physical examination by a qualified clinician, RN, or provider. Employees are required to have

vaccination or have immunity to communicable diseases; measles, mumps, rubella and varicella. TB assessment and testing will be required for new employees and those who have a history of positive TB. The Employee Health Nurse will consult with the employee to review results from the physical examination and lab work. If any abnormal results are present, the Employee Health Nurse may refer the employee to their PCP or preferred Provider. Employees who are included in the Hospital's HD medical surveillance program will be required to complete an annual HD exposure health questionnaire and laboratory tests which include CBC, CMP and urinalysis to help detect possible exposure. Employees may go to their personal health care provider for testing, at their own expense, but must provide a copy of the results of the testing to Employee Health. The opportunity for "optional" Health Risk Assessment and laboratory tests which include glucose and lipid panel, BMI and B/P assessment will be offered to employees through participation in the Hospital's Wellness Program. It is a requirement that employees identified to complete routine PPD testing through the Hospital's Tuberculosis risk assessment have a PPD test completed on an annual basis. Employee Health will provide a copy of examination or test results to the employee upon request.

11.4 Dental Insurance

11.4.1 Full-Time and Part-Time employees covered by this Agreement shall be eligible to participate in the dental plan offered by Aspirus. Coverage is effective on the first of the month following completion of 30 days of employment provided the employee elects coverage.

11.4.2 The Employer may change carriers, revise plan designs (i.e., deductibles, co-pays, and the amount of contributions per pay period, at its discretion, so long as bargaining unit members are provided the same.

11.4.3 The employee contributions per pay period will align with the system Dental premiums.

11.5 Voluntary Insurance Benefits– Voluntary Insurance shall be offered to Full-Time and Part-Time employees. The benefits will be offered on a voluntary basis, with the entire cost of the premium being paid for by the employee. The Employer will notify the Union as soon as possible of changes to the benefits. Employees may access benefit program listings and information regarding the programs on the Hospital Intranet.

ARTICLE 12 – RETIREMENT PLAN

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

12.2 Vendors. The Employer may change vendors, so long as bargaining unit members are provided the same vendor that is offered to all other Hospital employees.

12.3 Flexible Benefit Plan. All Full-Time and Part-Time employees have the option of participating in the flexible benefit plan, which is a voluntary program established through section 125 of the IRS code. New employees are eligible for enrollment thirty days after the first of the month following the first date of employment. If an employee chooses not to enroll, he/she must sign a

waiver form. If the initial enrollment is waived, the employee may enroll only at the beginning of each flexible benefit year.

ARTICLE 13 – PAID TIME OFF

13.1 Eligibility/Policy. Full-Time and Part-Time employees are eligible for PTO benefits. PTO is structured and intended to provide income protection to eligible employees needing approved scheduled time off from work due to brief illness or injury, personal/family commitments, holidays, vacation, and promote individual accountability and reduce unscheduled absences and expenses.

13.2 Procedure

13.2.1 PTO hours must be used for any scheduled or unscheduled time off (vacation, doctor visits, care for sick children, or other personal reason). The only exception is bereavement leave (see Section 9.1).

13.2.2 Employees scheduled to work a minimum .6 FTE (48 hours per two-week period) are eligible to receive a PTO accrual.

Accrual: The amount of PTO hours earned each pay period is based on the tier assigned and the employee's years of service. PTO hours are accumulated by multiplying eligible hours paid per pay period (up to a maximum of 80 per two-week pay period) by the assigned accrual rate found on the following table. PTO earned will be pro-rated based on the employee's worked hours if less than 80. Short term disability hours, on-call hours and overtime hours are not included in eligible hours.

Employees may accumulate PTO up to the PTO bank maximum allowed (see table below). If the maximum is reached, the accrual will stop and the employee will not earn additional PTO until their balance falls below the maximum.

Example: An employee with 11 years of service, paid 80 eligible hours in a pay period, would earn 9.232 PTO hours (80×0.1154) in one pay period. The overall maximum hours this employee could accumulate is 240.

All eligible employees begin accruing PTO on their date of hire. PTO may be used immediately upon hire.

An employee may carry a negative PTO balance not to exceed 24 hours. PTO tier and schedule are as follows:

PTO ACCRUAL TABLE

(Full-Time & Part-Time)

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

PTO is paid at 100% of the employee’s base rate of pay. The rate of pay does not include overtime, bonuses or shift differential.

13.2.3 Holidays. Recognized holidays: New Year’s Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

All eligible employees will receive holiday pay in accordance with the Holiday Pay Policy at time and one-half their base rate of pay for hours worked during a holiday. Employees whose department is closed in observance of the holiday but choose to work will be paid at their base hourly rate.

Shift differentials will apply as applicable.

Holiday pay only applies to worked time on the actual holiday and will not apply to Paid Time Off (PTO) hours. Holiday observances on the Friday preceding or the Monday following a holiday that falls on a Saturday or Sunday will not be eligible for Holiday pay.

Employees who are scheduled on-call will receive regular on-call pay and Holiday Pay if called into work during designated holiday hours. No additional Call-In premium pay will be paid.

Employees who work the holiday may not use PTO for the holiday.

13.2.4 Scheduling. Except in emergencies, employees are expected to have PTO approved by their immediate Supervisor, Department Manager, or Director before taking the time off by completing a PTO Request Form and submitting it to their immediate Supervisor, Department Manager, or Director. Requests for unscheduled PTO will be reviewed and the employee will be notified within 30 days whether or not the request is approved or denied. PTO must be recorded by the employee on a Payroll Edit Form which must be submitted to and approved by their Supervisor, Department Manager, or Director no later than the Friday prior to the end of the payroll period, whenever possible.

PTO benefits will not be paid in cash in lieu of time off.

If PTO is available, employees will be paid from their PTO banks for unscheduled absences and employees will not be permitted to take scheduled days off without pay if PTO hours are available in their banks. The only exception to this is in the case of a Bereavement Leave. Employees who take time off from work due to low census or reduced hours due to low patient/work volume in their departments will have the option of taking PTO or having the day/time off without pay.

Employees will be required to use their accrued PTO during all non-FMLA personal leaves of absence.

Employees have the option to use their accrued PTO during an approved FMLA leave of absence.

Employees may supplement PTO with payments being made under the Short-Term Disability Plan not to exceed 100% of their base salary.

13.2.5 PTO will be paid increments of the employees' regular scheduled shift at the employee's base hourly rate. Requests to be paid for hours less than the employee's regular scheduled shift length must be approved by the employee's Department Manager.

13.2.6 Scheduled PTO. PTO schedules will be completed for each calendar year by the Department Manager according to the following procedures:

- a. PTO schedules must be arranged in a way that will cause the least disruption and/or overtime to the Department. The Department Manager shall have complete and final authority for the scheduling and approval of PTO within their Department. In addition, each Department may establish its own time deadlines for scheduling and use of PTO by employees within the Department. Every reasonable effort will be made to arrange PTO schedules to suit each employee.
- b. PTO selection will be based on department needs. PTO selection will be based upon seniority when two or more employees request the same period off. Employees may use seniority to claim priority for preferred times only if a written request for time is submitted by February 15 of each year for time off from May through December with approval to be given by the end of the pay period that includes March 15. Employees may use seniority to claim priority for preferred time from January through April if a written request for time is submitted by October 15 of each preceding year with approval to be given by the end of the pay period that includes November 15.
- c. PTO of one week or more will not be granted between December 14th and January 2nd.

13.2.7 PTO hours shall not count as time worked for purposes of overtime calculations.

13.2.8 Resignation/Termination. Upon resignation or change to an ineligible benefit status, an employee will receive payment for all accrued, unused PTO unless the employee failed to give proper notice, or the termination was for cause. An employee will forfeit one year of accrued PTO benefits if appropriate notice is not given or termination was for cause.

PTO may not be used during the thirty (30) calendar day notice period unless authorized by their Manager or Director. In those situations where it is not reasonably possible to give the appropriate advance notice due to the employee's resignation following extended illness, or in the case of death of an employee, accrued PTO hours will be paid to the employee or the employee's spouse and/or dependents.

PTO will be paid to separated employees and to employees who change to an ineligible benefit status with the next scheduled payroll date following the last payroll date the employee is paid in an eligible status.

13.3 PTO Sellback.

13.3.1 PTO Payout Eligibility/Amounts.

Employees who have accrued predetermined levels of unused PTO shall have the opportunity to elect to buy back a limited amount of PTO in the form of cash compensation.

Three buy-back opportunities will be offered each year. Buy-back elections for current year payout will be paid at 90% of the value of the PTO at the time payment is made. Elections made for payout in the following year will be paid at 100% of the value of the PTO at the time the PTO was earned.

Elections will be offered twice for payout in the current year (April and July) and once for payout in the following year (December).

Employees may cash in up to 40 hours of PTO provided their PTO bank has a minimum of 100 hours remaining at the time payout is made. If necessary, the requested PTO election will be reduced so as to allow for at least 100 hours of PTO to remain in the employee's PTO bank, i.e., if an employee has less than 100 hours of PTO available at the time of payout, the payout will be reduced to the level of available PTO.

Once received by the Finance Department, the election is irrevocable. It may not be increased, decreased, or changed by the employee in any way.

ARTICLE 14 - HOLIDAYS

- 14.1 Every effort will be made to schedule so that no employees will be required to work both Christmas and Thanksgiving Day. Employees who are on-call or work on any holiday shall be paid for their on-call pay and/or pay for all hours worked in addition to their holiday pay. In addition, they may request an alternate day off without pay during the pay period before, the same pay period, or the next pay period, subject to the approval of the employee's manager/director. Every reasonable effort will be made to do so without requiring the employee to work an additional day.

The 11-7 shift worked before a holiday shall be considered the holiday, e.g., 11-7 on December 24 shall be considered working the holiday of December 25.

- 14.2 To be eligible for holiday pay, an employee must work or have an excused absence for their last shift scheduled before and the first shift scheduled after the holiday.
- 14.3 Employees working on eligible holidays will be paid for all hours worked during the holiday consistent with the Aspirus Holiday Pay Policy.

ARTICLE 15 - INSERVICE AND CONTINUING EDUCATION

- 15.1 Inservice. The Hospital will maintain an ongoing program of in-service education for employees.

Employees will be considered on work time for attendance at any mandatory in-service program. Employees on paid time off or approved leave of absence will be excused from attendance at mandatory meetings.

- 15.2 Continuing Education. Employees will be reimbursed for fees, books, and related materials, and travel and expenses for job-related seminars, workshops, and other programs, approved in advance by the Hospital. Mileage will be reimbursed at the applicable IRS Rate.
- 15.3 New Equipment, Procedures and Treatments. The Employer will ensure that all employees are trained by the Hospital prior to the implementation of new procedures, treatments or equipment. Such training will be provided on a regular basis to ensure that all employees are familiar with procedures and equipment used by the Hospital.
- 15.4 COE's. The Employer will provide paid time to employees to complete mandatory conditions of employment. Employees who need to complete their mandatory conditions of employment during unscheduled time or during a low census opportunity may do so with approval from their leader.
- 15.5 Cross-Trained Employee Commitment. Employees may volunteer to be cross-trained in other departments. Employees may engage leadership to determine which department would be best suited for the employee to become cross-trained in. Employees will complete orientation according to the appropriate department orientation guidelines. Cross-training orientation will occur after the employee completes orientation in their primary position. Cross-trained employees will be expected to maintain their commitment by being available for two shifts within that department in an 18-week schedule or through alternatives identified through discussion with leadership. Employees will commit to being cross-trained and utilized in applicable departments for at least one year.

The Hospital will identify its needs to cross-train employees and utilize its departmental needs during scheduled Labor Management Committee meetings. The Hospital will be reasonable in establishing the cross-training needs. If, after utilizing the employees who have volunteered to be cross-trained and if the Hospital has additional department needs, the Hospital will meet and confer with the Union within 30 days of identifying a department need and prior to implementing solutions to meet those needs.

ARTICLE 16 – MISCELLANEOUS

16.1 Breaks. Employees may receive one 15-minute paid break period during each four (4) consecutive hours worked, time permitting. Rest periods are not guaranteed. Employees are expected to take a thirty (30) minute duty-free meal break whenever scheduled to work six (6) or more consecutive hours. The breaks and meal periods shall be taken away from their unit or department or in a designated break area within their unit or department, during their work shift as scheduled by the appropriate supervisor.

An unpaid meal break is a 30-minute block of time in which an employee is relieved from duty and free from interruptions. When shift length provides for, and the employee is unable to take a duty-free, uninterrupted meal break prior to the last two hours of an eight-hour shift, an edit for a "no meal" must be completed by the employee and submitted to the immediate supervisor.

16.2 Notice Postings. The Hospital shall provide a place for the Union to post notices on the Intranet, and staff lounges used by employees covered by this Agreement. Information other than notices of meetings will be submitted to the Human Resources Representative for approval for posting. Approval shall not be unreasonably withheld.

16.3 Cafeteria. The Hospital shall continue to provide cafeteria service to employees at a cost reflecting the same discount from posted food prices granted to all Hospital employees.

16.4 Negotiations. The Hospital will cooperate in scheduling to permit employees designated as representatives of the Union for collective bargaining negotiations to attend bargaining sessions.

16.5 No Strike/No Lockout. During the term of this Agreement, the Union and all employees in the bargaining unit represented by the Union, individually and collectively will not encourage, cause, permit, condone, or take part in any strike, sympathy strike, picketing, shutdown, sit-down, stay-ins, slowdown, or other curtailment of work or interference with operations in or about the Hospital's facility, premises or equipment. The parties recognize the right of the Hospital to take disciplinary action including discharge, for violation of this section and disciplinary action may vary among employees who violate this section. The Hospital will not engage in any lockout during the term of this Agreement.

16.6 Notices.

16.6.1 The Hospital will continue to notify employees on their bi-weekly earnings statement of their PTO balance.

16.6.2 The Hospital will provide notification to the union on a quarterly basis of all employees covered by this agreement, their address, rate of pay, new hires, termination, and retirements.

16.7 Orientation.

16.7.1 All new employees will participate in a hospital-wide orientation program on their first day of employment. New Employee Orientation is coordinated between Human Resources and Educational Services. New Nursing Service Department employees will participate in a departmental orientation to the physical layout of each nursing unit.

In addition, there will be a nursing unit orientation under the direction of the nurse manager/supervisor. Non-nursing Department employees will participate in a departmental orientation under the direction of the appropriate manager/director.

16.7.2 While a nurse is being oriented to a particular unit, he or she will not be considered part of the normal staffing complement of the unit. Completion of the unit orientation shall be determined by the nurse manager, as appropriate. Nursing Department orientation is contemplated to extend for a two-month period. Except for new graduates, based upon the qualifications and skills of the employee, pursuant to the determination of the nurse manager and the employee, the period of orientation may be extended or reduced, but in no event to less than one month.

16.7.3 Employees transferred to a new unit or department shall be oriented to their new unit or department. The Hospital may count a transferred employee in the staffing position for the unit or department when the employee has completed orientation to the unit or department as determined by the nurse manager and the employee.

16.8 Parking. Employees will continue to be able to use Hospital parking space as available at no cost and in designated employee areas, which do not include visitor and physician designated areas.

16.9 Electronic Earnings Statements. Electronic earnings statements shall be issued bi-weekly and indicate the employee's rate of pay and year-to-date earnings. Employee's net earnings are directly deposited to their account in a bank or other financial institution located in Wisconsin.

16.10 Personnel Files. Employees shall have access to any information in their personnel file except letters of recommendation from other employers or references. Upon written request, employees shall have access in the presence of the HRBP or in the absence of the HRBP, a person designated by the HR Vice President. The employee shall be provided access within seven (7) working days after receipt of the request and inspection shall be between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, and on other than work time.

Employees obtain copies of their performance by accessing the on-line performance management system and will receive disciplinary notices at the time they are given. Any additional copies, or copies of documents contained in the employee's personnel file may be provided on request per the Aspirus Release of Information Fee Schedule.

Employees shall be permitted to comment in writing regarding the contents of their file and the comments shall be appended to and become part of the personnel file. Disciplinary notices, including all attached and related materials, shall be removed from the personnel files and destroyed after a period of two (2) years following the date of the disciplinary notice, if the employee has received no additional written disciplinary notices in that period of time.

16.11 Worker's Compensation. All employees shall be covered by Worker's Compensation upon employment. An employee receiving Worker's Compensation will be considered on regular employment (non-leave) status for the length of the employee's available sick leave or thirty (30) calendar days, whichever is greater and will not be placed on other leave status until that time.

- 16.12 Employees will be evaluated and receive copies, if requested, of such evaluation at the end of their probationary period and annually thereafter.
- 16.13 PPE. Management shall provide the appropriate protective equipment for employees to complete the functions of their jobs and provide safe patient care.

ARTICLE 17 – FLOAT POOL

This article applies only to those RNs who are in the Float Pool as of June 1, 2026. Any RN hired after June 1, 2026, or any RN with an FTE or who has made a Supplemental Tier Commitment after June 1, 2026 shall not have the option of applying to the Float Pool.

17.1 Definition: Float staff must meet the following requirements.

- Meet the minimum educational and experience requirements as set forth in each Position Description.
- Available to work various shifts, including weekends and holidays.
- Credentialed, as appropriate, per Hospital regulations.

17.2 Hours of Work and Benefits

17.2.1 All Float Pool staff, regardless of position, adhere to and continue to meet the following requirements in order to maintain status:

- Work on an irregular basis
- Have no guarantee of hours or continuation of employment
- Are not eligible for any paid employee benefits
- Commit to work a minimum of department-specific shifts per quarter.
- Must maintain position description educational requirements, HealthStream modules, and remain competent in position.

17.2.2 A higher float rate is paid to float staff in lieu of benefits.

17.2.3 Float staff worked hours are considered on a 40-hour work week and are not eligible for overtime unless hours exceed 40 hours in one week period.

17.2.4 Float staff required to be “on call” shall be paid the current on-call pay rate. If Float Pool Staff are placed “on-call” and called back, shall be paid time at their Float rate, plus if applicable, any shift or weekend/holiday differentials, except for registered nurses. Registered nurses shall be paid current “on-call” rate. If placed “on-call” and called back will be paid at current option rate.

17.3 Registered Nurse Options Program

Registered Nurses may have a secondary float position. If a Registered Nurse has a primary and secondary float position, the below requirements may be fulfilled between the two departments after collaboration with the employee and the department leaders.

17.3.1 Option I: (Available only for RNs who currently work Monday-Friday days but have on-call requirements for 24/7 department staffing (ex. Hospice, Surgery, etc.)

- Staff must be available to work at least 24 hours in an 18-week schedule
- No weekend availability requirement
- No holiday availability requirement
- No On-Call requirement
- If this option is chosen, the employee will be paid at 10% above RN range midpoint

17.3.2 Option II:

- Staff must be available for 48 hours of work in an 18-week schedule. Two of these shifts must be on weekend shifts or one on-call weekend (24/7 departments requiring scheduled on call shifts; Friday through Monday (ex. Hospice, Surgery, etc.)).
- Availability for one 24/7 on-call shift is required for one of the following holidays

Thanksgiving Christmas New Year's Day

Will rotate holiday availability based on the needs of the unit.

- If this option is chosen, the employee will be paid at 14% above RN range midpoint

17.3.3 Option III:

- Staff must be available for 72 hours of work in an 18-week schedule. Four of these shifts must be on weekend shifts or two on-call weekends (Friday through Monday (ex. Hospice, Surgery, etc.)).
- Availability for one 24/7 on-call shift is required for two holidays a year - one from each group.

Group I
Memorial Day
July 4th
Labor Day

Group II
Thanksgiving
Christmas
New Year's Day

Will rotate holiday availability based on the needs of the unit.

- If this option is chosen, the employee will be paid at 20% above RN range midpoint

17.3.4 Wage Increase

- In the event a regular full-time or part-time employee transitions to float staff, as described in this section, and the applicable Float Option 1, 2, or 3 wage rate is equal to or less than their regular full-time or part-time wage rate, the employee will be paid at an hourly rate equal to 5% more than his or her full-time or part-time wage rate.

17.4 Orientation

17.4.1 Float Pool Staff will not be assigned to act independently without demonstrating core competencies and experience. This can be demonstrated through references upon hire and during initial assessments of competencies during orientation.

- 17.4.2 Float Pool Staff will complete an orientation process equivalent to all other employees.
- 17.4.3 Pursuant to the determination by the Manager and the employee, length of orientation will be determined based upon the qualifications, skills and competencies of the employee. The orientation period may be extended or reduced based on the above management evaluation.

17.5 Scheduling Guidelines

- 17.5.1 Float Pool Staff are intended to serve as an adjunct staffing alternative and enhance working conditions for regular staff and/or meet acuity and staffing levels based on unit requirements. Full-Time, Part-Time, and Supplemental staff are scheduled before Float Pool staff and will not have their schedules modified to accommodate Float Pool employees. Only the department leadership and/or their designee, or Hospital Supervisor can approve scheduling of Float Pool Staff.
- 17.5.2 If shift vacancies occur, regular staff will be offered the shifts created by the vacancies, if such does not result in overtime. If two or more staff has signed up for the same shift, the most senior staff will be assigned if assignment of the shift does not result in overtime. Remaining shift vacancies will then be offered to Float Pool Staff.

Managers or their designee will notify Float Pool Staff of available shifts prior to the posting of the upcoming schedule. Float Pool Staff will notify the appropriate Manager or designee which shifts they are available to work. The Hospital will make every reasonable effort to allocate available shifts in an equitable manner to the Float Pool Staff.

- 17.5.3 In the event of an unexpected vacancy, the Manager or Hospital Supervisor will attempt to contact regular staff first to fill the vacancy. However, if staff has requested PTO days marked on the schedule, they will not be called and Float Pool staff will be called.
- 17.5.4 Float Pool Staff are not obligated to accept any shift offered but are responsible to assure they meet the minimum requirement to work, if they have been offered available shifts. If shifts are not offered within a designated time frame, staff will not lose their float status. Registered Nurses must be available per Option Program requirement.
- 17.5.5 If Float Staff are scheduled and the census necessitates a low count assignment, Float Staff will receive the low count assignment after agency and before regular staff.
- 17.5.6 If staffing guidelines indicate the need to place staff “on call” versus assigning a low count, Float Staff are placed on call before regular staff.

17.6 Internal Transfers

- 17.6.1 Float Pool Staff are eligible to apply for any positions as they become available. Regular staff will be given preference if qualifications and experience are similar. Float Pool Staff offered these positions will be considered new employees for benefit purposes and be required to complete orientation and a probationary period if deemed necessary and appropriate.

- 17.6.2 Employees may be eligible to transfer to the Float Pool upon completion of a Transfer/Transfer Processing Form providing they meet the competency and qualification for the position to which they are requesting Float status. Staff must complete current schedule in addition to two-week notice or as approved by transferring and hiring manager. Staff will retain length of service to Aspirus Langlade Hospital. However, other seniority rights will no longer apply, including the preference for day shifts.

Article 17- Supplemental Tiered Staffing Status

Eligible employees will be eligible to participate in the Aspirus Supplemental Tiered Staffing Program and follow the Aspirus pay practices.

ARTICLE 18 – DISABILITY INSURANCE

18.1 Short-Term Disability Insurance

- 18.1.1 Benefit. Short-term disability (sick/accident) coverage will be provided by the Hospital to all Full-Time and Part-Time employees when they are unable to work due to personal illness or injury. The policy will provide coverage beginning on day eight (8).

The duration of the benefit will be a maximum of twenty-six (26) weeks with the rate of pay at 66-2/3% of covered pay. It will not be used for any other purposes and violation of this provision shall be cause for immediate dismissal with loss of all accrued benefits.

- 18.1.2 Employees will be required to use any Paid Time Off (PTO) to supplement the difference in pay needed to maintain the level of their Full-Time or Part-Time pay status. The use of accrued PTO is optional for the remainder of the first twenty-six (26) weeks. An employee requiring additional time beyond the twenty-six (26) weeks will begin their LTD benefit, if enrolled. If not eligible for LTD or not enrolled in LTD, the employee will be required to utilize regular PTO hours accrued.

- 18.1.3 Required documentation. It shall be the responsibility of the employee to provide proper documentation to verify that he/she is unable to work due to illness or injury according to requirements as contained in the program. The Hospital will have the right to receive such verification, and to receive a Return-to-Work Slip, if requested by the Hospital if the leave is three (3) days or more. In the event there is an indication of abuse, the Employer shall have the right to request a doctor's slip for absences. If the Employer requests the doctor's slip, the employee shall be required to furnish it.

- 18.1.4 Notice. An employee who becomes ill or is injured and expects to be unavailable for scheduled work must notify their Manager, Hospital Supervisor, or designee at least two (2) hours before the scheduled work shift on the first day of an illness and indicate how long they may be sick. When possible, employees must notify the department each day they will be absent from work due to illness or injury. If an employee leaves a message, they must leave a telephone number they can be reached at.

- 18.1.5 Return to Work. An employee returning from medical leave with a doctor's slip shall be placed on the work schedule within three (3) days.

18.1.6 Status While on Leave. Employees will be considered as active status during time off under this provision.

18.1.7 Employees must complete their probationary period to be eligible for short-term disability coverage.

18.2 Long-Term Disability

18.2.1 Long-term disability benefits will be provided to full time employees with an FTE of .75 to 1.0 with the coverage being 50% of income replacement. An employee may buy up to 66 2/3% coverage on a voluntary basis.

18.2.2 The benefit will provide for a one (1) year waiting period after commencement of employment in order to be eligible for benefits. The benefit will provide a twenty-six (26) week (180 day) elimination period before coverage commences. Other requirements for coverage are identified in the plan documents.

18.2.3 Employees who are part time (0.6-0.74 FTE) may purchase coverage at 50% income replacement on a voluntary basis.

18.2.4 Parental Leave – Eligible employees will be provided Parental Leave in accordance with applicable system policies should such a benefit be made available to non-represented employees at the Hospital.

ARTICLE 19 - EMPLOYEE WELLNESS PROGRAM

19.1 Employees will have the option of participating in the "Wellness Plan". Employees choosing to participate will need to complete all required activities to be eligible for the incentives offered for participation. The activities and incentives will be identified by the Employer on a yearly basis and will be consistent with the requirements and incentives offered to other Aspirus Langlade employees.

ARTICLE 20 - SEPARABILITY

20.1 In the event any provision or provisions of this Agreement become in conflict with any Federal, State or other law, the provision or provisions so affected shall no longer be operative or binding on the parties. The remaining provisions of the Agreement will continue in full force and effect. In such cases, the Employer and the Union shall commence collective bargaining negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such provision of provisions.

Aspirus Pay Grades (min-mid-max)

Hospital Registered Nurse-	RN Grade 17A4 \$36.14-\$43.91-\$51.67
Hospital Registered Nurse Team Lead-	RN Grade 19 \$38.35-\$46.98-\$55.61
Specialty Clinic Registered Nurse-	RN Grade 16A2 \$32.52-\$39.51-\$46.51
Clinic Registered Nurse-	RN Grade 16A2 \$32.52-\$39.51-\$46.51
CBRF Registered Nurse-	RN Grade 17A3 \$34.76-\$42.22-\$49.69
Orthopedic Registered Nurse-	RN Grade 16A2 \$32.52-\$39.51-\$46.51
Diabetes Educator/Dietician-	Grade 17 \$32.18-\$39.42-\$46.66
Medical Home Care Coordinator/RN-	RN Grade 17 \$33.75-\$41.00-\$48.24
Clinical Quality Improvement RN-	RN Grade 17 \$33.75-\$41.00-\$48.24
Oncology Nurse Navigator-	RN Grade 17A3 \$34.76-\$42.22-\$49.69
Infection Preventionist-	Grade 18 \$34.70-\$42.51-\$50.32
RN Clinical Educator-	RN Grade 17A4 \$36.14-\$43.91-\$51.67
Medical Lab Scientist-	Grade 14A3 \$29.26-\$35.85-\$42.43
Medical Lab Scientist Team Lead-	Grade 16A1 \$31.57-\$38.68-\$45.78
Medical Lab Scientist Section Lead-	Grade 14A5 \$30.71-\$37.63-\$44.54
Pharmacist-	Grade 25 \$58.35-\$72.94-\$87.53
Physical Therapist-	Grade 20 \$40.52-\$49.64-\$58.75
BSW Social Worker-	Grade 15 \$28.09-\$34.41-\$40.72
MSW Social Worker-	Grade 15A1 \$29.50-\$36.14-\$42.77
Clinical Dietician-	Grade 15 \$28.09-\$34.41-\$40.72
Occupational Therapist-	Grade 18A1 \$36.44-\$44.64-\$52.84
Certified Athletic Trainer-	Grade 13 \$24.50-\$30.02-\$35.53
Employee Health Nurse-	Grade 17 \$32.18-\$39.42-\$46.66
Occupational Health Nurse-	RN Grade 17 \$33.75-\$41-\$48.24
Speech Pathologist-	Grade 18 \$34.70-\$42.51-\$50.32
Senior Services Team Lead RN-	RN Grade 18A3 \$36.50-\$44.34-\$52.18
Certified Hand Therapist (OT)-	Grade 21 \$43.76-\$53.61-\$63.45
Stroke Registered Nurse Coordinator-	RN Grade 19 \$38.35-\$46.98-\$55.61