

**AGREEMENT**

**Between**

**Touchpoint Support Services at Ascension-St. Francis Hospital**

**and**

**Federation of Nurses and Health Professionals  
Local 5000, AFT, AFL-CIO:**

**April 1, 2024 through March 31, 2027**

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**Agreement between Touchpoint Support Services at Ascension-St. Francis  
and the Federation of Nurses and Health Professionals  
Local 5000, AFT, AFL-CIO:**

**ARTICLE 1**

**Recognition**

**1.01.**

This Agreement is by and between Touchpoint Support Services, division of Compass Group, Inc. at Ascension-St. Francis, located at Milwaukee, Wisconsin (hereinafter referred to as the "Employer"), and Federation of Nurses and Health Professionals, Local 5000, affiliated with the Wisconsin Federation of Nurses and Health Professionals, affiliated with the American Federation of Teachers AFL-CIO (hereinafter referred to as the "Union"), acting as the statutory collective bargaining agent regarding wages, hours and other terms and conditions of employment for employees of the Employer in the following appropriate bargaining units:

All regular full-time, part-time employed by the Employer at the Ascension-St. Francis Hospital which is located in Milwaukee, Wisconsin at 3237 South 16th Street, Milwaukee, Wisconsin.

Excluded from the bargaining unit are all business office employees, guards, confidential, managerial, professional, and supervisory employees (as defined in the Act.), and all other employees of the Employer.

**1.02.**

The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining for wages, hours and other terms and conditions of employment for all employees who are in the bargaining unit described in 1.01.

**1.03.**

- (a) Upon receipt of a voluntary written authorization for any employee covered by this Agreement, the Employer, for such employee, shall deduct from the employee's pay for the pay period which first ends during any month, the amount owed to the Union by such employee for monthly dues for that month and, if owing by the employee, initiation fees, and shall remit such amounts to the treasurer of the Union the 15<sup>th</sup> of the following month after such deduction is made.
- (b) 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 e-mail or mail to the Union and to the Employer at least 30 days not more than 75 days before any periodic renewal date of the authorization and during hiatus that may occur between the stated expiration date of the contract and the subsequent execution of a new contract.
- (c) The Employer shall be obligated to make any deduction described in paragraph (a), commencing on the next applicable payday following its receipt of notice from the Union of the amount or amounts to be deducted. The Employer shall be obligated to increase any

such deduction commencing with the pay period beginning thirty (30) days after notice of the increase was given by the Union.

- (d) The Employer agrees to honor voluntary contribution deductions for political action purposes from bargaining unit employees. Such deduction authorization may be revoked by an employee at any time. Such contributions shall be handled as a payroll deduction and be forwarded to the Union in a check separate from the Union dues check.
- (e) The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability (including costs and attorney fees) that may arise out of or by reason of any action taken or inaction by the Employer for the purpose of complying with the provisions of this section, or in reliance on any authorization, revocation, or notice furnished under this section.
- (f) Copies of the collective bargaining agreement will be furnished by the Union to each employee. Copies of the Employer's handbook will be furnished by the Employer to each employee.

## **ARTICLE 2**

### **Definitions**

#### **2.01.**

The term "regular full-time" employee means an employee who is normally scheduled to work 30 or more hours per week.

#### **2.02.**

The term "regular part-time" employee means an employee who is normally scheduled to work less than 30 hours a week

#### **2.03.**

The term "probationary" employee means an employee who has not been employed at the Employer for more than 90 calendar days.

#### **2.04.**

A "temporary" employee is an employee who works only when called for work, or an employee who is hired for work on a limited time basis or to work on a particular project and whose anticipated length of service is less than 12 months.

#### **2.05.**

The term "charge/lead" means an employee who is assigned the temporary or permanent responsibility for a unit/department, on any shift.

#### **2.06.**

The term "base rate" is hereby defined as the straight time hourly rate of pay, exclusive of any premium or differentials, paid to each employee, respectively.

**2.07.**

The term “regular rate of pay” is hereby defined as the rate of pay appropriate to the hours worked to include differentials and/or premiums, if appropriate, when calculating overtime.

**ARTICLE 3**

**Management Rights**

**3.01.**

The Union recognizes that the Employer has an obligation of serving the public by providing high quality, efficient and economical care, and in meeting medical emergencies.

**3.02.**

Without limiting the generality of the foregoing, and except as expressly and specifically limited or restricted by a particular provision of this Agreement, the Employer's management rights include: the right to manage its operations and determine the work to be done; the time and manner in which the work will be done; the right to schedule working hours; the right to direct the working forces, including the right to hire, layoff, recall, classify, transfer, promote or demote employees; the right to suspend, to discipline and to discharge for just cause any employee; the right to determine and reasonably re-determine qualifications of employees and, after consultation with the Union within two (2) weeks if possible, to make reassignments based on such determinations; the determination of services to be rendered or supplied; the determination of and the right to make changes in processes, techniques, methods and means of performing the work including the right to subcontract work (but not for the intent and purpose of eroding the bargaining unit); the selection or promotion of employees to supervisory or other managerial positions or to positions outside the bargaining unit; the right to have supervisors or others perform any work deemed necessary by the Employer (but not for the intent and purpose of eroding the bargaining unit); the establishment of uniform performance standards; the scheduling of work and the determination of the number and duration of said shifts and the size of the work force; the combination or splitting of departments or units; the determination of safety, health and property protection measures for the Employer; the establishment, modification and enforcement of standards of care; the assignment of employees from one task to another, or from one unit/department to another, or from one location to another, or from one shift to another, to meet the needs of the Employer from time to time; and the right to reasonably make, modify, or change and publish or enforce employment rules, policies and practices.

In the event of subcontracting, or the combination or splitting of departments or units, the Employer will notify the Union in advance to explain the rationale of the change and method of implementation, and upon request of the Union, shall meet to discuss the bargaining unit implications.

The Employer will make good faith efforts to allow incumbents affected by changes in qualifications to meet these qualifications.

**3.03.**

The right to move, merge or sell the Employer, or change, relocate, consolidate or discontinue any part thereof or to have more than one location, or to change location(s), and to terminate employees in connection therewith, shall be exclusive rights of management.

**3.04.**

It is agreed that the listing of management rights as noted above shall not be deemed to exclude other management rights and prerogatives not specifically listed above.

**3.05.**

The Employer's not exercising any function hereby reserved for it or its exercising any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Employer from exercising the same in some other manner not in conflict with the express provisions of this Agreement.

**3.06.**

The Employer shall not exercise its function under this Article to circumvent this Agreement.

**ARTICLE 4**

**Non-Discrimination**

**4.01.**

Neither the Employer nor the Union will discriminate against any employee because of race, color, creed, sex, religion, pregnancy, child birth or any related condition, gender identity, gender expression, transgender, veteran status, citizenship status, national origin, marital status, sexual orientation, age or disability, genetic information and any other basis protected by federal, state or local laws or because of Union membership or lack thereof or lawful Union activity, or the refusal to participate therein.

**4.02.**

Employees have free choice as to whether they wish to belong to a Union or do not wish to belong to a Union.

**ARTICLE 5**

**Seniority**

**5.01.**

Seniority will be based upon length of service in calendar time from the most recent date of hire with the Employer.

**5.02.**

An employee will lose seniority if the employee: (1) quits; (2) retires; (3) is discharged for just cause; (4) is absent for two (2) days without notifying the Employer; (5) is laid off or is on leave of absence for a continuous period of one year, or one-half of the length of the employee's seniority, whichever is less; (6) does not return to work from layoff within five (5) days after notification of recall; (7) fails to return to work at the expiration of a leave of absence; or (8) engages in gainful employment during a period of approved leave of absence and the other work is in conflict with employment by the Employer.

**5.03.**

**Employee Lists.** The Employer will give a Union representative, on a monthly basis, one list of the names, addresses, job classification, seniority date, phone numbers, unit/department, shift, FTE status and pay rates for all bargaining unit hires, terminations, and transfers into, out of and within the bargaining unit. The Employer will also give the Union representative a list of all postings and a report on positions eliminated on a monthly basis. Through these lists or otherwise, the Employer will provide information to the Union which shows employee changes of name, address or telephone number.

**ARTICLE 6**

**Hours of Work and Overtime.**

**6.01.**

**Work Week.** For the purpose of computing overtime, the regular work week begins at the beginning of the first shift on Sunday and ends at the end of the third shift on the following Saturday but the regular work week may be changed to begin at 7:00 a.m. on Sunday and end at 6:59 a.m. the following Sunday. Full-time employees usually work 30 hours or more per work week.

**6.02.**

**Shifts.** At the present time the times of shifts for shift differential purposes shall be:

First Shift/Days:

7 a.m.-3:30 p.m.

Second Shift/P.M.'s:

3 p.m.-11:30 p.m.

Third Shift/Nights:

11 p.m.-7:30 a.m.

A combination of four (4), eight (8), ten (10) and twelve (12) hour shifts may, based on the needs of the facility, be used to complete a forty (40) hour work week. Twelve (12) hour schedules will be developed by mutual agreement and based on the needs of the facility.

The Employer may from time to time change hours and shifts as deemed necessary. If such changes are necessary, the Employer will affect such changes on a voluntary basis whenever practicable. However, there will be a minimum rest period of ten (10) hours in 24 hours. The Employer will notify the Union in advance of any permanent and/or department-wide shift changes.

**6.03.**

**Meal Periods.** Employees working at least six (6) hours in the workday are expected to take a 30-minute meal break, without duties. Employee meal times are scheduled within each department and are subject to fluctuating needs of the department. Employees on 12-hour shifts will have their meal periods scheduled within the first eight (8) hours of work. If lunch cannot be taken, the employee must notify the supervisor as soon as possible but no later than two (2) hours before the end of the shift. Where the needs of the department, as determined by the Department Head, or designee, require an employee to work with less than 30 minutes for a meal period, the employee should indicate "no lunch" for that day on his/her time card so that s/he will be paid for this time. The supervisor will create a schedule so that employees will be provided with break and meal periods. No adverse action will be taken because an employee properly reports a "no lunch" which has been approved Management.

**6.04.**

**Rest Periods.** Employees are allowed a 15-minute rest break during each four (4) hour work period. This time is scheduled by the Department Head or Supervisor. With supervisory approval, an employee who works eight (8) hours may take the two breaks at one time, thus providing one 30-minute rest break. Using break time to start work later or to leave work earlier is prohibited. Combining rest periods with lunch time is also prohibited unless authorized by special departmental rule.

**6.05.**

**Overtime.** Employees who work more than forty (40) hours in the work week will receive one and one-half times their regular rate of pay for hours worked in excess of 40 hours in the work week. There should be no pyramiding or duplication of overtime pay or hours.

**6.06.**

**Weekend Work.** The Employer will make reasonable efforts to schedule employees for at least every other weekend off. "Weekend" is defined as a forty-eight (48) hour consecutive period away from work starting not earlier than 1700 Friday and ending not later than 0700 Monday. Employees may designate alternate weekend, with the approval of their supervisor. In departments where employees have more than every other weekend off, current weekend scheduling practices shall remain in effect until notice is given of an operational need to change such practices.

**6.07.**

**Daylight Savings Time.** In the fall of the year if clocks are set back one hour, employees who work the night shift will be paid for the exact hours worked (i.e., 9 hours). Employees who are compensated for that specific shift but who do not work the shift will receive pay for the number of hours for which they are normally scheduled to work.

In the spring of the year if clocks are set ahead one hour, employees who work the night shift will be paid for the exact hours worked (i.e., 7 hours). Employees who are compensated for that specific shift but who do not work the shift will receive pay for the number of hours for which they are normally scheduled to work.

**6.08.**

**Mandatory Overtime.**

(a) Except for unforeseen emergencies or pursuant to the disaster plan, Mandatory Overtime shall normally be limited to four hours or less not to exceed 6 hours, except for 12 hour shifts for which the normal limit would be two hours or less. Mandatory overtime is limited to staffing situations that involve unplanned absences (less than 24 hours' notice) and/or a sudden unexpected increase in census. Prior to invoking mandatory overtime, the Employer will, in good faith, seek to staff needed overtime with qualified volunteers from existing departmental staff, outside agency and supervisors. When these staffing alternatives are not successful, the Employer will exercise its discretion in making the overtime assignment. Mandatory overtime will be rotated beginning with the least senior employee on duty on the unit/department. An employee may request to be excused from working overtime in which case the Employer will require another qualified employee on that shift to do the work. An employee will receive credit in the rotation for voluntarily working overtime that would otherwise be mandatory. Mandatory overtime will be approved by department leader or designee. In addition, the Employer will work in good faith to limit the length of mandatory overtime assignments by checking further with potential qualified volunteers as listed above.

(b) An employee subject to mandatory overtime will be passed over in the rotation on a day when the employee began working two (2) hours before the starting time of his/her shift in order to fill a staffing need.

(c) An employee who volunteers to work at least two (2) or more hours in a single occurrence in order to relieve a mandatory overtime situation shall:

- 1) Have such time worked counted as a credit in connection with the mandatory overtime rotation; and
- 2) Shall receive a Short Staffing Volunteer Bonus of \$4.00 per hour for each such extra hour worked. Such pay is not part of the regular rate of pay for overtime purposes.

(d) An employee who works mandatory overtime due to the rotation will receive a bonus of thirty dollars (\$30.00) when up to a four (4) hour shift of mandatory overtime is worked and a bonus of sixty dollars (\$60.00) when more than a four (4) hour shift of mandatory overtime is worked.

(e) **Mandatory Overtime Bonus.** For purposes of the MOT Bonus, cases or procedures that begin after the end of an employee's shift would be considered MOT for the employee(s) who, pursuant to Section 6.09, were required to perform that work. In areas where MOT assignments are not determined by rotation, employees may be required to stay over after the end of their shift to finish the work of their day. Employees who are required to stay over past the end of their shift to complete cases or procedures begun before the end of their shift will receive the bonus when they are required to work more than two (2) hours after the end of their shift. In that event, the employee will be paid a \$30.00 bonus for working four or fewer hours beyond the end of the shift (with a minimum of two hours worked) and a \$60.00 bonus for working more than four (4) hours beyond the end of the shift.

(f) On a day when an employee works four (4) or more hours to extend a shift or works an additional shift of four (4) or more hours, the employee will be passed over in the mandatory overtime rotation.

**6.9.**

**Scheduling Guidelines.** Work schedules will be based on patient care and related needs and operational considerations and will promote quality services and continuity of care. Individual work schedules will usually take into consideration the employee's FTE status and the employee's indicated shift availability at the time of hiring, with adjustments for subsequent changes. Scheduling should not normally result in overtime.

**6.10.**

**Work Schedules.** The Employer will post a schedule of each employee's work assignment for not less than a 28-day period and posted not less than two (2) weeks preceding the period of time for which the schedule applies and will maintain the schedule unless changed by agreement with the employee(s) concerned.

Employees shall submit scheduling requests for a particular schedule four (4) weeks before the first day of the schedule.

Work schedule requests will be considered based on operational needs. Such requests shall be honored as submitted unless discussed with the employee and reasonable attempts at alternate arrangements are made by both parties. A uniform request form shall be used with a copy to the employee. This paragraph shall not apply to low census requests. The Employer shall make every reasonable effort to utilize qualified employees covered by this Agreement before resorting to an outside agency.

Employees who rotate will not be scheduled to work more than two different shifts per monthly schedule except on a voluntary basis. The previous schedule will be referenced in an effort to minimize back-to-back shift rotation. In areas where schedules are for periods in excess of 28 days, current practices will remain in effect until notice is given of an operational need to change such schedules.

In the event of involuntary rotations, rotations shall be made equitably starting with the most qualified, least senior employee.

**6.11.**

(a) **Differentials.** Employees who work on the PM shift shall receive the per hour shift differential in effect for their classification on the date the Agreement takes effect for all time worked during PM shift hours. Employees who work on the night shift shall receive the per hour shift differential in effect for their classification. The applicable shift differentials are shown on Schedule A. Shift differential shall be added to the employee's base rate of pay for the purposes of calculating overtime.

(b) Employees will receive the per hour weekend differential in effect for their classification as set forth on Appendix A.

(c) While an employee is assigned charge duties, the employee will be paid the per hour charge differential in effect for their classification on the date the Agreement takes effect for all time worked performing charge duties.

**6.12.**

Nothing in this article shall be construed as a guarantee by the Employer of any amount of hours, work or pay, or as a limitation on the hours of work that may be assigned to employees on a daily or weekly basis, subject to the scheduling procedures outlined in other sections of this article.

**6.13.**

**Charge/Lead Pay.**

Service: Employees selected and assigned by managers to perform charge/lead responsibilities will be paid an extra \$0.85 per hour for hours worked while performing those extra responsibilities.

**6.14.**

Service: Employees who are assigned to orient newly hired or transferred employees will receive an additional \$0.60 per hour for the time spent on orientation activities.

**6.15.**

**Shift Differential.** The shift hours set forth in Section 6.02 of the CBA are listed as the regular hours of the noted shifts for shift differential purposes. A p.m. shift employee (assumes a start after 11:00 a.m.) starting before 3:00 p.m. would be paid at the day shift rate until 3:00 p.m. and the p.m. shift differential thereafter. A night shift employee (assumes a start after 11:00 p.m.) starting before 11:00 p.m. would receive the p.m. shift differential until 11:00 p.m. and the night shift differential thereafter. A day shift employee (assumes a start after 3:00 a.m.) starting before 7:00 a.m. would receive the night shift differential until 7:00 a.m. and the regular day shift pay rate thereafter. Employees whose regular shifts start at the times listed in the CBA will receive the shift differential of their shift through the contractually stated shift end time. For example, a p.m. shift employee beginning at 3:00 p.m. would receive the p.m. shift differential through 11:30 p.m. and the night shift differential for hours worked thereafter.

**ARTICLE 7**

**On-Call, Call-In, Call-Back, Report Pay**

**7.01.**

**On-Call.** Employees required to be "on-call" shall be paid at the rate of \$3.00 per hour while they are on such status.

**7.02.**

**On-Call, Call-In.** In addition to the on-call pay above, on-call employees shall be paid at one and one-half times their Base Rate (with a minimum of two (2) hours pay) when required to report to call after having punched out. The Employer shall make beepers available to all on-call employees.

**7.03.**

**Call-In.** An employee called in to work at other than his/her scheduled time shall be paid at the applicable pay rate (with a minimum of two (2) hours pay).

**7.04.**

**Call-Back.** An employee called back to work after completion of his/her regular shift shall be paid the applicable pay rate for those hours worked.

This section will not apply to an employee who is requested to come to work early for their regular shift or who is required to work beyond their regular shift, nor shall it apply to those who are attending a mandatory in-service education program or mandatory staff meeting, where they are not expected to perform normal work duties on a shift.

**7.05.**

**Report Pay.** When an employee reports to work as previously scheduled without previously having been notified not to report, the Employer shall furnish a minimum of two (2) hours work or pay unless work is unavailable due to an Act of God, emergency or other circumstances beyond the Employer's control.

**7.06.**

**Critical Staffing Programs.** The Employer may put into effect a critical staffing program of premium pay for guaranteed on call hours or extra shifts that employees agree to work. The Employer will determine the areas and times when such programs will be in effect. Upon implementation of such programs, the Employer will provide notice to the Union.

**ARTICLE 8**

**Compensated Leaves**

**8.01.**

**Funeral Leave.**

**Immediate Family Members.** All full-time and part-time Associates will be excused without loss of pay from the day of the death to the day after the funeral, inclusive, provided the absence does not exceed 3 working days in situations involving the death of the Associate's immediate family member. If the funeral or other memorial service takes place more than 500 miles from the worksite, Associates are entitled to up to five (5) consecutive working days of paid bereavement.

"Immediate Family" is defined as an Associate's parents or legal guardians, mother-in-law, father-in-law, spouse, domestic partner, children, brothers, sisters, grandparents, grandchildren, step-parents, step-children, step-brothers, step-sisters, parents of the Associate's domestic partner, and children of the Associate's domestic partner.

**Extended Family Members.** In the event of the death of an Associate's extended family member, all full-time and part-time Associates are entitled to paid bereavement of one (1) working day. If the funeral or other memorial service takes place more than 500 miles from the worksite, Associates are entitled to up to three (3) consecutive working days of paid bereavement.

"Extended Family" is defined as an Associate's brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, cousin, and siblings of the Associate's domestic partner.

(a) A death notice or other written verification is to be submitted to the manager prior to the employee's return to work.

(b) If there is a death in the employee's family other than those listed above, or if additional time is needed, employees may request time off. Such requests shall not be unreasonably denied. Employees must take accrued PTO hours if available. If no such hours are available, employees will not be paid for the duration of the funeral leave.

(c) If death occurs in the employee's immediate family while the employee is on vacation time, the appropriate time for funeral leave will be granted and the vacation days will be re-scheduled.

(d) Holidays occurring during funeral leave will be paid and considered as taken.

## **8.02.**

### **Jury Duty Leave**

(a) A regular full-time and regular part-time employee who is summoned to jury duty will be allowed a leave of absence up to twenty (20) days, without loss of pay or benefits, so that the employee may serve on the jury.

(b) In order to insure no loss of pay, the employee must submit a certificate of jury service to his or her supervisor. Payroll will then deduct jury pay from the employee's regular pay so that the pay will equal the amount earned as if the employee had not served on jury duty.

(c) Holidays occurring during jury duty will be paid and considered as taken. Any illness during a jury duty leave which results in loss of jury duty pay is considered as a sick day and will be paid accordingly.

## **8.03.**

**Military Leave and Pay Differential Protection for Annual Encampment.** Maximum of two (2) weeks of military pay will be paid per calendar year for Military Leave. Military Leave is leave necessitated by reason of service on a voluntary or involuntary basis in the uniformed services and includes active duty and inactive duty as well as training. Military pay is the difference between the employee's base wages and the pay he/she receives for the military service. If military pay is more than the employee's base wages, no military pay will be provided. During the two (2) week period of military training leave, the employee shall accrue seniority and PTO. Should the employee be required to participate in such training activities for a period greater than the two (2) weeks or required to return to military services through reactivation or draft, s/he shall be allowed a leave without pay for this purpose.

## **8.04.**

**Worker's Compensation.** Employees who are off of work due to a work-related injury, and who are receiving worker's compensation benefits shall receive credit for work time missed for purposes of seniority. If at any time during the period of absence an employee's worker's compensation benefits cease, and the employee does not return to work, the foregoing benefits shall not accrue during the time the employee is off work on an unpaid status, unless worker's compensation benefits are subsequently restored as a result of a Worker's Compensation Division Hearing.

## **ARTICLE 9**

### **Leaves of Absence**

#### **9.01.**

Employees who have completed the probationary period may request a leave for a period of up to three (3) months, for any of the following reasons: personal illness or disability related to childbirth, and compelling personal reasons, Union business (including, but not limited to, Union disaster relief efforts), and adoption. Departmental needs will be considered when leave requests are reviewed. The requesting employee is responsible for providing information to the Employer regarding the purpose, timing, and duration of the requested leave and different times or arrangements that were considered as alternatives to the leave. Substantiated leave requests for which there is no alternative will be granted.

#### **9.02.**

Personal leaves of absence are granted for highly unusual circumstances or emergency situations and must exceed a minimum of three (3) calendar days.

#### **9.03.**

Employees who have completed 180 days of employment may also be allowed leaves for work-related education or training, or other reasons as agreed between the employee and the employer. The Employer may approve or deny such requests. If denied, the Employer will state the reason for the denial. If the employee disagrees with the stated reason, s/he has recourse to the grievance procedure.

#### **9.04.**

If an extension of leave time becomes necessary, the employee may request an extension of the leave, but such extension will be permitted only if the Employer's total operating requirements permit.

#### **9.05.**

At the end of the leave of absence of three (3) months or less, the Employer will return the employee to the job held immediately prior to the leave of absence if it is vacant or to a job with similar pay, hours and duties if it is not vacant. At the end of a leave of absence of over three (3) months, the employee will have preference for the first vacancy in that job, or may transfer to another position immediately available, if qualified.

#### **9.06.**

Approved leaves of absence are without pay unless the Employee has Paid Time Off ("PTO") available or is eligible for compensation through applicable employer benefit programs.

(a) During periods of approved leaves of absence, PTO must be used, related benefits will accrue, and PTO-related fringe benefit program eligibility would continue until exhausted.

(b) While receiving employer-provided disability benefits or while on a statutory family and medical leave, the employee will continue to be covered by group benefits under the same terms that existed before the leave began, provided timely monthly contributions are made for up to three months from the initial leave date.

**9.07.**

Employees on an unpaid leave of absence will retain all previous seniority and benefits but not accrue seniority or benefits during any unpaid leave of absence of more than two (2) consecutive weeks.

**9.08.**

Employees on an unpaid leave will have the option to continue their participation in any group insurance plans at the group rate provided they pay the entire cost while on an unpaid leave.

**9.09.**

An employee returning from a leave for personal illness or disability must provide the Employer with a certificate from his or her physician if the employee is to return to work with restrictions or to the individual's supervisor or manager if returning to work without restrictions.

**9.10.**

A leave of absence does not change the employee's employment anniversary date with the Employer.

**9.11.**

Employees may take family and medical leave as described in Section 103.10 Wis. Stats., and the Federal FMLA, in conjunction with this collective bargaining agreement. If eligible, employees will receive all the benefits provided in those Acts and the collective bargaining agreement, with the understanding that time off shall run concurrently.

**9.12.**

The Employer will allow the use of an absent day (i.e., day off without pay, even though benefit time may be available) on a case-by-case basis and with the individual Supervisor's or Department Director's/Manager's discretion.

**ARTICLE 10**

**Paid Time Off (PTO)**

**10.01.**

PTO provides a benefit of pay for time off from work for vacations, recognized legal holidays, illness or personal time.

**10.02.**

**Eligibility.** Regular full-time who work at least thirty (30) hours or more per week and regular part-time employees who work at least 20 hours but less than 30 hours per week begin accrual of PTO from their first day of employment. Employees are eligible to use PTO if they have 90 days seniority.

**10.03.**

PTO accrues on hours paid (compensated) by the Employer up to 80 hours per two-week pay period. Employees accrue PTO each pay period based upon their seniority for fringe benefit purposes.

The potential annual accrual of PTO days will be as follows:

<b>With Holidays</b>					
<b>Total Days</b>	<b>Total Hours</b>				
Completed Years of Service	PTO Hours	PTO Days	Accrual Per Hour	Add 8 holidays	Add holidays (64 hours)
0 - 4.99	136	17	.0654	25	200
5 – 9.99	184	23	.0885	31	248
10 – 14.99	208	26	.1000	34	272
15 & Over	224	28	.1077	36	288

PTO does not accrue on compensated hours paid under the Short- and Long- Term Disability Insurance programs. Unpaid low census days will be considered as compensated time under Section 13.

In addition to an employee’s vacation allotment and at management’s discretion, five (5) days of vacation may be advanced to an employee as long as the advance does not exceed the maximum vacation accrual for that fiscal year and the employee is not suspended or part of an active investigation at the time of the employee’s request. Management shall not open an investigation or suspend an employee in retaliation for making this request.

**10.04.  
Requesting Time Off/Scheduling**

- (a) PTO must be scheduled in advance and approved by the employee’s supervisor.
- (b) PTO pay is based on the employee’s regular hourly base rate and does not include shift differentials, call in pay, premium pay, or overtime pay. An employee shall be paid the approved FTE hours.
- (c) Scheduled time off for vacation or personal time will be paid from an employee’s PTO account based on scheduled hours missed.
- (d) PTO balances shall be provided to each bargaining unit employee monthly. However, an employee may request their PTO balance from Management at any time.
- (e) The minimum increment for PTO pay is one (1) hour.
- (f) Use of PTO for illness or accident requires appropriate notification of absence from the employee and, on request, may involve the submission of a physician’s statement if there is reason to doubt why the employee was absent.
- (g) An employee on a personal leave of absence shall use available PTO.
- (h) Incidents related to compensable worker’s compensation absences or to qualified statutory family or medical leaves are not considered when counting sick incidents.

- (i) If an employee has unused accumulated PTO entitlement, the first three days off due to a workplace accident will be covered by the Employer's PTO plan if worker's compensation does not cover that time.
- (j) In order to be eligible to receive PTO in connection with an accident or illness, an employee is required to report the absence no later than two hours prior to the start of the employee's shift. This may be waived in the case of an emergency.
- (k) Employee health facilities will be available to employees who become ill or injured at work.
- (l) PTO time may be taken in units of one or more weeks, or in units of one or more days, as arranged with the employee's Supervisor or Department Head, and subject to department needs.
- (m) If an employee becomes sick during his or her vacation, the employee's scheduled vacation will not be extended, except for days hospitalized which will be rescheduled.
- (n) If two or more employees in the same job classification on a unit request the same vacation times and department needs do not allow granting of all requests, and such conflict is not resolved on a mutually agreeable basis between employees involved, the vacation will be given to the employee making the earlier written request for such vacation. In the case of simultaneous requests, the employee having greater seniority shall be given preference. Vacation requests must be submitted prior to the preparation of the schedule, and no earlier than twelve (12) months in advance of the requested vacation time. Vacation requests will be responded to as soon as possible but not later than four weeks following submission of the request.

Approved vacations may be cancelled up to 90 days prior to the requested time off. Consideration for this time will be given to previously denied requests. If no other requests exist then the time will be posted and then granted in accordance with established procedures of this Agreement.

- (o) A week of vacation will start on a Monday and end on a Sunday so a full weekend can be included. When a full week or more is requested, the employee will not have to find their own coverage for their regularly scheduled weekend. If the employee requests a weekend off not attached to a full week of vacation, they will have to find coverage for their weekend.
- (p) The Employer shall establish reasonable, uniform vacation policies for each work area; however, there will be no days of the year when PTO is completely prohibited from being taken. Any changes on the vacation guidelines shall be reviewed at the Labor/Management meeting prior to implementation.
- (q) Management will provide copies of vacation and scheduling guidelines annually (for units/departments where scheduling guidelines have been developed) at the January labor/management meeting. At the February labor/management meeting the guidelines will be reviewed and discussed and after input from the Union representatives will be implemented. Guidelines will be reasonable and have as a goal the ability of staff to take their accrued vacation/PTO while also providing quality service to the patients.

(r) At the April Labor/Management meeting the Union will be provided with a report on all PTO time taken by bargaining unit members and a report of total time remaining in the PTO banks for all bargaining unit members.

(s) Employees may take family and medical leave as described in Section 103.10 Wis. Stats., and the Federal FMLA, in conjunction with this collective bargaining agreement. If eligible, employees will receive all the benefits provided in those Acts and the collective bargaining agreement, with the understanding that time off shall run concurrently.

(t) Employees shall be eligible for up to eighty (80) hours of parental leave for the birth or adoption of a child. (Eligibility for leave is outlined in Appendix B.)

**10.05.**

**Status Change.** PTO eligibility may change based upon changes in an employee’s FTE status. If a PTO eligible employee becomes ineligible the PTO balance may be used,

**10.06.**

**PTO Holiday-Related Pay Out Options**

The PTO holiday-related Pay Out options will be:

Option	Holiday Worked	Regularly Scheduled	PTO Payment
1	No	Yes	Scheduled hours paid as PTO
2	Yes	Yes	Paid for hours worked.

**ARTICLE 11**

**Holiday Scheduling**

(a) The following are recognized as holidays: January 1 (New Year’s Day), Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and December 25 (Christmas Day).

(b) Employees may elect but will not be required to take mandatory call on their A/B holiday off.

(c) In departments that use the A/B system of scheduling holidays the following rules will apply. Full-time and regular part-time employees will rotate holiday off schedules as follows: (Nevertheless, the Employer reserves the right not to schedule the employees on these holidays)

2024

Schedule A

Good Friday

Fourth of July

Thanksgiving Day

New Year’s Day (2025)

Schedule B

Martin Luther King Day

Memorial Day

Labor Day

Christmas Day

2025

Schedule A

Martin Luther King Day  
Memorial Day  
Labor Day  
Christmas Day

Schedule B

Good Friday  
Fourth of July  
Thanksgiving Day  
New Year's Day (2026)

2026

Schedule A

Good Friday  
Fourth of July  
Thanksgiving Day  
New Year's Day (2027)

Schedule B

Martin Luther King Day  
Memorial Day  
Labor Day  
Christmas Day

2027

Schedule A

Martin Luther King Day  
Memorial Day  
Labor Day  
Christmas Day

Schedule B

Good Friday  
Fourth of July  
Thanksgiving Day  
New Year's Day (2028)

In the event an employee terminates employment with the Employer, their replacement will assume the holiday schedule of the terminating employee.

Employees can exchange their A/B scheduled holidays, as long as the switch is within their own job classification and does not result in overtime and will be done via the authorized change form.

Employees may have off more than four holidays if not required to work.

In departments that do not use A/B holiday scheduling, current practice shall remain in effect unless there is an operational need to change.

For employees working 12 hours shifts, the departmental schedules on a holiday may be for eight hours of work if the employee so requests and the supervisor approves, in which case, in addition to working, the employee may opt to take four hours of PTO or work another four hours on another day with the approval of the supervisor. Requests to work eight hours shall not be unreasonably denied.

(d) If an employee requests time off for observance of a religious holiday not specified in this article, the Employer will use its best effort to schedule a regular day off for the employee on that day. Needs for patient care will be the principal determining factor.

- (e) Holiday time runs from 11:00 p.m. the night before the holiday to 11:00 p.m. the night of the holiday.
- (f) For twelve (12) hour night shift employees with a normal start time of 7 pm or later, the holiday will start at the beginning of the shift the evening before the recognized holiday.
- (g) Scheduled employees who are not needed to work on their holiday, can be asked to be on-call to support the shift. Employees who are on mandatory on-call for the holidays can trade their call.
- (h) Low census on holidays will be consistent with other low census policies.
- (i) Employees who work on the above holidays (except Martin Luther King and Good Friday) will be paid one- and one-half times their regular rate of pay for any hours worked on the holiday. Eligible employees must work their full scheduled day before and their full scheduled after the holiday to receive holiday pay unless the employee was on approved PTO day or on approved FMLA on either the scheduled day before or scheduled day after the holiday.

## **ARTICLE 12**

### **Probationary Period, Orientation**

#### **12.01.**

(a) New Hires. The first 90 calendar days of employment with the Employer will be considered a probationary period for newly hired employees. The probationary period may be extended by the Employer, with notification to the Union and the employee, for up to an additional 90 calendar days. During the probationary period, probationary employees may be disciplined and/or terminated without recourse to the grievance procedure but will otherwise be covered by this Agreement. Probationary employees will have seniority credited to their most recent date of hire with the Employer after successful completion of the probationary period. Probationary employees during the first 90 calendar days will not receive benefits under Articles 8, and 9 (unpaid leaves), 10 and 11 but will be eligible for benefits (PTO accrual) after 90 calendar days of employment retroactive to date of hire by the Employer.

(b) Employees transferred to the Employer from another Touchpoint facility within the Ascension Wisconsin group will serve the foregoing probationary period. During this probationary period, the transferred employee may be disciplined and/or removed from his or her position without recourse to the grievance procedure but will otherwise be covered by this Agreement. The seniority for such employees will be retroactive to date of hire by the Employer. While such employees are eligible to use previously accrued fringe benefits during the probationary period, the amount of such benefits is not a grievable issue under this Agreement. Benefit entitlements under the Agreement will accrue starting with the employee's date of transfer to the Employer.

#### **12.02.**

**Orientation.** Orientation shall be provided for all new employees and will include the Benefits Hotline Number. Open enrollment packages from Compass Group shall be mailed out within approximately 3-4 weeks after date of hire to the associates' address provided to the Company. A handout explaining this process will be distributed to the employees upon hire. For those

employees who are protected by ADA, the Company will work the Union in providing technical assistance during the open enrollment period. Objective criteria will be developed and utilized uniformly with all orientees. Employees on orientation will not normally be included as part of the staffing pattern. Employees permanently changing shifts, units or areas shall also receive orientation. Under special circumstances, orientation time may change by mutual agreement between the employee and the manager.

A representative from the Union will be allowed 30 minutes to meet with each orientation group of new bargaining unit employees to distribute materials and explain the functions of the Union. Such meetings will be held in the Hospital during work time on one of the days in the first week of orientation. Management will post the dates and times for each union orientation. Postings shall include notice that time at union orientation is paid and attendance is encouraged. Prior to the meeting, the Employer shall notify the Union of the orientees and the meeting time and place.

### **ARTICLE 13**

#### **Layoff, Recall, and Low Census**

##### **13.01.**

###### **(a) Low census**

Low census will be by department/unit for all other classifications. Ability to grant low census will be based on skill and ability. Low census will be determined not more than 16 hours prior to the shift. During periods of low census/volume, employees will be requested to voluntarily use PTO. Employees will be encouraged to take low census days (unpaid time off) in increments equal to or less than 8 hours per shift. During such period, employees who voluntarily participate shall not lose continuity of employee benefits or accrual of benefits. Voluntary low census can be taken (after consideration of house-wide continuity of care and workload). The Employer shall make every effort to utilize full time and part time staff employees wherever possible, on a voluntary basis where the employee meets qualifications of available department work as determined by the Employer, before releasing such an employee from work on a low census/volume mode. If further remedy is required, Administration and Department Heads will institute mandatory low census only after voluntary reduction or shortening of work weeks wherever feasible.

###### **(b) Mandatory low census**

Mandatory low census/activity scheduling will normally be based upon reduction in eight (8) hour increments. However, mandatory low census may be allowed in increments of two (2) hours or greater and less than eight (8) hours. Mandatory low census of the first four hours of an eight hour shift can occur in rotation to avoid mandatory low census of the employee working a 12-hour shift; however, employees may remain available voluntarily. Cancellation will not occur in four (4) hour increments in the middle of a twelve (12) hour shift. An employee on low census may, as appropriate, be offered call or replace current on call employees. An employee will not receive mandatory low census if an agency employee is working in an area where that employee is qualified to work. Employees may take PTO when mandatory low census/activity requests are made and will receive credit or rotation if the time is taken paid or unpaid.

**(c) Employees who wish to volunteer to take low census time should fill out a low census request form available from their Department Heads. Such forms may be turned in no more than one (1) week prior to the date(s) the employee is volunteering to take low census time. Telephone requests**

will be honored if received at least four (4) hours prior to the start of the shift. Where more voluntary requests are submitted than can be accommodated, volunteers will be selected in order of seniority on a rotating basis. Rotation shall begin anew each year beginning each January 1<sup>st</sup>. Two or more hours of voluntary low census count as a turn in rotation.

(d) The Employer recognizes that low census should be avoided whenever possible. Low census can be avoided or limited when the employee and the supervisor agree that the employee performs needed Departmental tasks.

(e) In all low census situations for an employee working a twelve (12) hour shift, an employee on low census for the first part of the shift will have the first option (but not be required) to remain on low census for the remainder of the scheduled shift.

### **13.02. Layoff**

If voluntary low census scheduling is not sufficient, employees may volunteer for layoffs. Such voluntary layoff requests shall be duly considered by the Employer before resorting to involuntary layoffs.

In an effort to avoid layoffs, with the approval of the department manager, an employee may take voluntary unpaid leave for a period of five working days at a time to be renewed to a maximum of four weeks. It is the responsibility of the employee to remain available for recall within one day of notification and to personally contact the department head or designee at the end of each five-day period to determine if s/he should return to work or request additional time.

In the event jobs still need to be eliminated during the term of this Agreement, it is agreed that the following procedure will be followed to make the necessary staffing adjustments:

- a. The least senior employee in the classification which needs to be reduced or eliminated generally will be the employee who initially is affected by the reduction.
- b. The employee whose position is being eliminated may be transferred to the vacated position if qualified and after consideration has been given to voluntary reductions, voluntary layoff, voluntary separation and to alternative vacant bargaining unit positions.
- c. The employee whose position is eliminated would be terminated if he or she declined to accept an offer of a comparable vacant bargaining unit position for which the employee was qualified. Comparable for this purpose shall mean a position with pay not less than ninety percent (90%) of the employee's previous position.
- d. The least senior employee in the affected classification must accept an offer of a comparable vacant bargaining unit position for which the employee is qualified or be terminated.
- e. The rejection of a comparable job offer would end this process at that point.
- f. Absent an alternate job within the bargaining unit for which the employee was qualified, the least senior employee in the affected classification would be laid off.

g. Qualified means the employee has the skill, education, training, specialized knowledge, competency, demonstrated performance and availability to do the job in question and whose placement in the position would not result in a reduction in patient care or services.

h. The least senior employee in the affected classifications would be bypassed if the affected employee is not qualified to perform that job. The first position in seniority order for which the affected employee was qualified would be the one into which the affected employee would transfer provided the affected employee has more seniority than the job incumbent.

**13.03.**

Except as addressed in 13.02, the Employer will attempt to give a two week notice of layoff to employees. If notice is not given, pay will be given in the amount of time proper notice was not given.

**13.04.**

Displacement as a result of layoff or involuntary transfer will not be considered a transfer.

**13.05. Recall**

Filling of vacant positions following layoff will occur in the following order:

- a) in-house transfers from regular staff, pursuant to the criteria from section 14.05
- b) re-call of eligible employees on layoff () following the inverse order of layoff
- c) outside candidates

**13.06.**

In the event of a layoff, the Union will receive advance notification and a meeting will be held with the Union to discuss the details.

**13.07. Unit closure**

Before floating, employees in a temporarily closed unit/department will have a low census opportunity.

**13.08.** The order of cancellation for mandatory low census shall be:

- Agency
- Temporary or subcontracted staff
- Regular staff

**ARTICLE 14**

**Assignments, Transfers, Reassignments, Staffing and Staffing Grids**

**14.01.**

(a) Based on the Employer's assessments of patient care and operational needs, employees may be temporarily ("temporary" means less than 30 days) transferred or reassigned to work in a different area or unit than that where the employee is presently assigned.

(b) Reassignments (sometimes called "floating") will normally be made on a rotation basis within each unit, beginning in inverse order of seniority, but with appropriate consideration of

skill, ability and training. Two or more hours of floating will be considered a turn in rotation. The sequence for floating will be the same as for mandatory low census as described in section 13.09. If indicated, a tour of the physical facilities will be given so as to provide familiarization with the physical layout and the equipment and basic procedures of the department to which assigned. If applicable, the reassigned person will be given a complete report of each patient to be attended at the commencement of the reassignment. The reassigned person is expected to be able to execute the responsibilities of the job to which s/he is reassigned. If the reassigned person reasonably believes that s/he is professionally unprepared or otherwise incapable of properly fulfilling the professional requirements of the reassigned person is in the area or unit in which reassigned, s/he shall discuss this with the appropriate supervision so that s/he may be relieved of responsibility and reassignment of another person may be made.

**14.02.**

Non-permanent reassignments for a period of time exceeding five (5) days are to be regarded as temporary transfers, and employees affected by temporary transfer shall be oriented to the new area or unit or will be accompanied by another employee who had been recently or is presently assigned to said area or unit and has met the standards of orientation for that area or unit.

**14.03.**

**Filling Vacancies.** All permanent vacancies and new positions will be posted by the Employer on the bulletin board designated for the Union's use. Notices shall be posted for at least seven (7) consecutive days. Notices shall at least contain the vacancy's classification (FTE status), unit, department, shift and pay grade. Whether a vacancy exists is up to the Employer to determine. The Chapter President, the Union office and the Chief Steward will be provided electronic copies of new position notices.

**14.04.**

Any employee interested in filling the vacancy shall apply via the current application process provided that such employee has at least six (6) months of seniority and is not currently in the disciplinary process. This Section may be waived at the Employer's discretion.

**14.05.**

Vacancies will be first filled by the most senior qualified applicant in the same job classification in the same unit/department. If there are no applicants within the unit/department, then the vacancy will be filled on the basis of:

- Ability and Knowledge (including applicable licensure and certification if required)
- Aptitude and Versatility
- Relevant and Current Experience
- Documented Attendance
- Documented Performance
- Seniority

Where an employee's and an outside applicant's qualifications are relatively equal, the employee will be given preference, and where two employees' qualifications are relatively equal, seniority shall prevail.

**14.06.**

The Employer will notify applicants of its decision within four (4) weeks after the close of the posting period. The employee will normally assume the position within two (2) weeks of such decision.

**14.07.**

Employees who are successful applicants for a position in a different job classification are not eligible to apply for other job vacancies for six (6) months following transfer to the new job. However, this may be waived at the Employer's discretion.

**14.08.**

If the position is filled by an applicant, within the same job classification but from a different unit there will be a trial period of up to three (3) months. During this time, the Employer may transfer or return the employee to his/her former job if the Employer feels that the employee's performance in the new job is unsatisfactory and if the former job is available; the employee may return to his/her former job if the employee is dissatisfied with the new unit and if the former job is available. Employees who are successful applicants for a position in a different unit but within their job classification are not eligible to apply for other job vacancies within their job classification for six (6) months following the transfer to the new unit. If the position is filled by an applicant from a different job classification, there will be a trial period of up to one hundred and eighty (180) days. During this time, the Employer may transfer or return the employee to his/her former job if the Employer feels that the employee's performance in the new job is unsatisfactory and if the former job is available; the employee may return to his/her former job if the employee is dissatisfied with the new unit and if the former job is available.

**14.09.**

If an employee is disqualified from posting solely because he or she is in the disciplinary process, the Employer will notify the employee of that fact and, upon the Union's request, will meet and discuss the possibility of waiving that disqualification.

**14.10.**

**Staffing.**

The Employer will determine and attempt to provide adequate numbers of staff on all shifts as necessary, consistent with, statewide and national professional standards of care and professional guidelines and will fill approved vacancies promptly in order to provide safe and adequate services and to make maximum utilization of the training and competencies of all personnel.

**14.11**

**Staffing Grids.**

Basic staffing requirements will be included as part of the regularly posted schedules. Staffing levels and practices will be discussed at Labor/Management meetings.

## **ARTICLE 15**

### **Fringe Benefits**

#### **15.01.**

Full-time employees and grandfathered part-time employees who were taking medical insurance at the time of the transition to the Employer shall be able to participate in the welfare benefit programs that are made available to Union employees. The Employer's welfare benefit programs may change during the term of the Agreement for employees covered by the Agreement when such changes are also made for other Touch Point employees.

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 Touch Point employees.

#### **15.02**

Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the twelve months ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer shall select.

Employees are eligible to participate the first of the month after sixty (60) days of the employment and work thirty (30) hours or more per week.

#### **15.03**

Premium Cost Allocation. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate. The rates that the Employer and the Employee shall pay is based upon the Employer's Standard Rate Sheet.

The Employer shall deduct the employee's share of the premium from each paycheck on a pre-tax basis.

#### **15.04**

Dental and Vision Plans. The Employer shall pay its share of weekly dental and vision premium costs in accordance with the Standard Benefits Plans. The Employer shall deduct the employee's share of the premium from each paycheck on a pre-tax basis.

#### **15.05**

Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

**15.06**

Disability Insurance. The Employer shall provide Short-Term Disability in accordance with the Standard Benefits Plans. Eligible employees may also elect to participate in the Employer’s Long-Term Disability Plan.

**15.07**

Subsidies. Employees who qualify under the guidelines are able to apply for benefit subsidies in accordance with the Touchpoint benefits subsidy program. These are needs based and associates’ income and family size and the employee must submit an application through TSS Payroll. Approval is not guaranteed and is not grievable.

**15.08**

The following credits shall be offered to all full-time associates working more than 30 hours per pay period and taking medical insurance:

**Medical Credit:**

Medical Option	EE only	EE +Spouse	EE + Child	Family
Gold – Silver or Bronze	\$ 29	\$ 82	\$63	\$ 107
No Medical	0	0	0	0

**Incidental Credit:**

Flat credit offered to be used to cover Dental, Vision, Life Insurance, short term disability, etc.

Full Time associate + 30 hours or more	\$ 25 per pay period
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**15.09.**

**Health Examinations.** If the Employer requires post-offer physical examinations or other periodic physical examinations, laboratory tests, or x-rays during the course of employment, the Employer will pay the cost for such examinations. Employees shall have the right to obtain a copy of the results of any examinations or tests performed at the request of the Employer.

If the employee requests that examinations and/or tests be performed by or under the direction of a physician of the employee's choice, the employee will pay the difference (if any) between the cost of such examinations and tests and the cost that would have been incurred by the Employer if performed by its staff or facilities.

**15.10.**

**Influenza Vaccinations.** All employees will be required to receive an annual Influenza vaccination unless timely evidence of a documented medical contraindication is received by Employee Health & Wellness.

**ARTICLE 16**

**Compass 401 (k) Plan**

Employees, upon completion of their probation period, may participate in the Employer's 401(k) program per the terms of the plan.

A credit shall be provided to associates working twenty (20) hours or more for as long as they enrolled they are enrolled in Compass 401(k) plan. Associate must show proof of account in Company Sponsored 401K. All contributions will be assigned at a before tax contribution and **must be deposited into the Compass 401 (k).**

All Associates 20 hours or more	3% of Base Hourly Wage
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**ARTICLE 17**

**In-service and Tuition Reimbursement**

**17.01.**

**In-service.** The Employer will continue to provide in-service training and job related education programs for employees. Employees will be paid for all time in attendance at any staff meetings, committee meetings or at any in-service programs the Employer schedules. The Employer will make a reasonable effort to conduct or show in-service programs on all three shifts. The Hospital will post agendas for all quarterly staff meetings in advance and for all unit meetings at least one (1) week in advance.

**17.02.**

As a general practice, reimbursement excludes travel and lodging expenses, unless mandatory or requested by the Employer. Mileage will be reimbursed as per current Employer policy. Where a program is mandatory, the Employer will pay for the time in attendance at the program. Every effort will be made to allow all full-time and part-time employees at least one paid seminar day per year.

**ARTICLE 18**

**Wages and Benefits**

**18.01.**

The minimum rates of pay are shown on Schedule A, which is attached to this Agreement.

**18.02.**

The wages and benefits specified in this Agreement are minimums and the Employer may from time to time unilaterally add to or increase wages and/or benefits. Such changes may be made by the Employer after consultation with the Union.

**18.03.**

**Interpretation Services.** An employee who is asked by an authorized Management representative to provide interpretation services will be paid an additional twenty-five dollars (\$25.00) per day when sufficient interpretation services are provided in accordance with the procedure. In order to be eligible for this payment, interpretation services have to be provided for at least fifteen (15) minutes or more in total per day and the time spent interpreting is documented at or about the time when interpretation services are provided. The fifteen (15) minutes will include time spent away from the employee’s work assignment, time spent providing actual interpretation services and time spent completing relevant paperwork.

**18.04.**

**Uniforms.** The Company will provide to new full-time hires four (4) tops and three (3) tops for new part-time hires. One (1) cap and two (2) aprons shall be provided to new food service workers. Thereafter, annually, the Company shall provide two (2) shirts to employees. All employees shall purchase black pants, approved by the Company. Additional uniforms may be purchased through payroll deductions. Employees will be required to buy and wear black slip-resistant shoes. Employees will be offered a credit every six (6) months to be used for the purchase of shoes from a Touchpoint preferred vendor through payroll deduction.

**ARTICLE 19**

**Grievance Procedure**

A. Definition: The grievance procedure will be the means of resolving a dispute with respect to the interpretation or application of a specific provision of this Agreement.

B. The grievance process shall be subject to the following procedure:

**Step One:** The employee and immediate supervisor are encouraged to meet, discuss and resolve grievances that may be covered by this procedure. Regardless of whether such a meeting takes place, the grievance shall be reduced to writing and signed by the employee(s) and Union representatives. The grievance must be submitted to the supervisor in writing within fourteen (14) calendar days of the date the employee became aware or should have become aware of the event giving rise to the grievance. The supervisor shall respond in writing within seven (7) calendar days of receipt of the written presentation of the grievance.

Grievances related to a disciplinary suspension or discharge must be submitted at Step 2 in writing within eight (8) calendar days from the date of the suspension or discharge. Discipline matters not involving a discharge or suspension are to be started at Step One.

**Step Two:** Grievances unresolved at Step One may be submitted in writing to the department director (unless he/she addressed the grievance in Step One) within ten (10) calendar days of the receipt of the answer in Step One. The department director will respond in writing within seven (7) calendar days.

**Step Three:** In addition to discharge and suspension, other grievances unresolved at the preceding step may be submitted in writing to the Regional Director of Operations or a designee, within ten (10) calendar days of receipt of the answer in Step Two. Such Employer representative will meet with the employee and Union representative within seven (7) calendar days to discuss the grievance. Such meetings may be held via telephone. Such Employer representative will respond within seven (7) calendar days of the discussion. Each party may bring additional persons having information essential to the process.

**Step Four:** If a grievance is not resolved in Step Three, it may be resolved by arbitration if (1) it involves the meaning of application of this Agreement and (2) demand for arbitration is made within thirty (30) calendar days from the receipt by the Union steward of the decision of the Third Step. If demand for arbitration is not made within thirty (30) calendar days, the grievance shall be deemed settled. The following procedures shall be followed:

C. Within ten (10) calendar days following timely receipt of a demand for arbitration, the Union shall make a request for arbitration in writing with the Federal Mediation and Conciliation Service (FMCS) requesting a panel of seven (7) arbitrators no later than thirty (30) calendar days following the receipt of the written Step 3 answer or the receipt of the written decision from the mediator as provided for in Step 3, paragraph 2 above. The parties shall select an arbitrator from the FMCS panel by alternately striking names (grieving party shall strike first) until one name remains who shall be the "selected" arbitrator.

The expense of the arbitrator shall be borne equally by the Union and the Employer.

D. At any time before the commencement of the Hearing, any party may request that the proceedings be recorded by a court reporter. The reporter shall transcribe the notes of the hearing within twenty (20) calendar days from the completion of the hearing, and a copy of the transcript shall be furnished to the arbitrator. All witnesses shall be sworn. The arbitrator shall have the power to compel the attendance of witnesses and to require either party to produce documents which are pertinent to the dispute. The expense of the transcript for the arbitrator shall be borne equally by the Union and the Employer.

E. The decision of the arbitrator, if within the arbitrator's authority, shall be final and binding upon the employee, the Employer and the Union. The arbitrator shall have no authority to add to, take from, nullify, modify or alter any of the terms or provisions of this Agreement; or to impair any of the rights reserved to management, directly or indirectly, under the terms of this Agreement, including substituting his or her judgment for that of management; and the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of this Agreement with respect to issue(s) presented to the Arbitrator by the parties. If a matter is beyond the scope of the arbitrator's authority, s/he shall return the submission to the parties without action.

F. Each arbitration proceeding shall be held at such place and at such time as shall be mutually agreed upon by the Employer and the Union, and if they cannot agree, then the arbitrator shall designate the place and the time. The arbitrator shall have no authority to impose liability upon the Employer for any period of time before the effective date or after the termination of this Agreement, except as to a dispute over a matter that occurred while this Agreement was in force but not concluded under the Grievance Procedure before the expiration of the Agreement. The decision of the Arbitrator shall be presented in written form, and shall be final and binding on the Employer, the Union and the affected employee(s).

## **ARTICLE 20**

### **Union Activities**

#### **20.01.**

Non-employee representatives of the Union shall be permitted to enter the Hospital's premises for the purpose of conferring with any bargaining unit employee provided the Union representative notified management personnel on duty of his/her visit upon entering the facility. The Union agrees not to interfere with the progress of work or the conduct of the Employer's business. Arrangements will be made by management to provide a room in the Hospital. If outside normal working hours, the Union shall previously telephone the supervisor on duty and advise him or her

of the time and arrival. The supervisor will allow the representative admittance and make available a room for them to speak with an employee if it can be done without interference with the progress of work or the conduct of the Employer's business. The Union will send to the Employer a list on a quarterly basis naming employee Union representatives.

**20.02.**

The Employer agrees to recognize 4 officers and 4 stewards in both Units combined who receive complaints and process grievances provided such activity does not interfere with the work assignment of the representative or other employees. The Union will notify the Employer of the names and assignments of the representatives in writing within seven (7) days of installation. Employees will be paid for time spent in grievance meetings with management if the Employer schedules the meeting during the representative's working time; however, such pay shall be limited to two employees--grievant and representative.

This section shall not preclude other elected Union officers from processing grievances.

**20.03.**

No Union Steward or other employee acting on behalf of the Union may leave his or her job to investigate or otherwise handle grievance matters during working hours, unless prior permission has been obtained from his or her supervisor, nor may they enter another department without first obtaining permission of the supervisor in that area of such other department. Permission will not be unreasonably withheld.

**20.04.**

No Union activities will be conducted within the Hospital or on the property of the Hospital during working hours except those expressly provided for by the terms of this Agreement unless allowed by the Employer. No distribution of Union material will be conducted at any time in work areas or in immediate patient care areas, and no Union activities will be conducted in work or non-work areas during an employee's working time, except as otherwise provided in this Agreement. On occasion, the Union may use Hospital meeting rooms to meet with bargaining unit employees with the approval of the Employer and the Hospital.

**20.05.**

Non-employee Union Representatives shall not be allowed to talk with any patient concerning any grievance or other matter.

**20.06.**

The Employer will provide a locked, glass-enclosed bulletin board for the exclusive use of the Union in the cafeteria. Keys will be held by one Union representative and a representative of the Employer. This bulletin board will be used for the posting of: (1) notices of Union meetings; (2) notices of community educational seminars and in-services; (3) notices of Union elections; (4) Union notices of social and recreational events; and (5) Union bulletins/newsletters, regarding Union affairs that are non-political and non-controversial.

**20.07.**

**Union Time.** Employees with Union responsibilities may request unpaid Union time off in the same manner as any other schedule request. The time off request will be treated as low census and not be unreasonably denied.

**20.08.**

**Labor-Management Meetings.** In the interest of maintaining channels of communication, Employer representatives, if requested, shall meet every other month (except in July and December) with designated Union representatives to discuss matters of mutual concern, at a time mutually agreed upon between the parties. This would include discussion concerning employee education and training. A total of twelve (12) paid hours per calendar year will be provided for bargaining unit employees who participate in bi-monthly Labor/Management meetings.

**20.09.**

**Bargaining Time.** Employees serving as members of the Union bargaining committee shall be released from duty and shall not be required to find a replacement as a condition of such release, if the following conditions are met:

- (a) No more than four (4) bargaining unit members request such release from duty for any one meeting; provided no two (2) such members are in the same or substantially similar job classification within the same unit or department; and
- (b) Bargaining unit members wishing to participate in bargaining sessions notify their unit/department manager of their desire to be released as soon as they are aware of the date(s) of the negotiation session(s).
- (c) Approved members of the Union bargaining team will be paid for regularly scheduled hours of work they miss because of time spent in collective bargaining negotiations.

**20.10.**

**Union Paid Time Off.** Once per quarter, a designated union representative shall be allowed to attend a meeting with paid time by the Employer up to one (1) full shift without having to find their own replacement, provided the union representative gives four (4) weeks' notice to Management.

**ARTICLE 21**

**Obligation of Employees and Health and Safety**

Employees will use their best efforts to perform all of their work in a timely and proper and efficient manner. They will observe the reasonable rules that are published by the Employer from time to time. All rule changes must be posted on the union bulletin board within one (1) week of change and include the date of change.

**Health and Safety.** Should any employee become aware of an unhealthy or hazardous substance or condition which could threaten the health or safety of employees or patients, the employee should report the situation to the supervisor. The employer shall correct the unhealthy or unsafe

condition and will keep union informed of progress. Management will review Health and Safety forms with the Union at every labor-management meeting.

The Union may appoint up to two (2) employees to represent the Union as a regular member of each department's safety committee.

## **ARTICLE 22**

### **No Strikes - No Lockouts**

The parties to this Agreement recognize that a hospital is different in its operations from industries because of its health care services to the community and its humanitarian functions. The parties intend unimpeded and uninterrupted health care service during the term of this Agreement. For its part, the Employer agrees that there will be no lockout during the term(s) of this Agreement. The Union agrees that there will be no complete or partial strikes, sympathy strikes, unfair labor practice strikes, picketing, slowdowns or other cessations of work or any other disruptions of work caused or participated in by any employee during the term(s) of this Agreement. Participation by an employee in any of the foregoing activities in a leadership capacity, whether or not sanctioned by the Union, shall be cause for immediate discharge. Participation by any employee in any of the foregoing activities in a non-leadership capacity, whether or not sanctioned by the Union, shall be cause for discipline, including discharge.

## **ARTICLE 23**

### **Feedback**

#### **23.01.**

New employees will receive feedback prior to completion of probation.

#### **23.02.**

Performance evaluations:

1. Written in an objective manner;
2. Based upon the employee's performance of essential job duties and the carrying out of mission, vision and values behaviors over the last review period;
3. Discussed with the employee, including identification of strengths and/or accomplishments, and barriers to work processes or systems.
4. Performance evaluations will not be used for discipline.

#### **23.03.**

This information will be given to the employee during a private, paid conference with the supervisor, with a copy of the evaluation being given to the employee on annual basis. The performance evaluation should contain objective information which may serve as a basis for establishment of a personal plan for continuous improvement and development. The performance evaluation process shall not be a substitute for a disciplinary warning.

#### **23.04.**

Disputes involving the interpretation or application of this Article shall be grievable but not arbitrable.

## **ARTICLE 24**

### **Rules of Construction**

In construing this Agreement, past practice shall not be considered except to the extent necessary in order to construe a provision of this Agreement that is found to be ambiguous, and past practice shall not be or become part of this Agreement.

Nothing shall be deemed a past practice unless it meets each of the following tests:

- (1) long continued;
- (2) certain and uniform;
- (3) consistently followed;
- (4) generally known by the parties hereto; and
- (5) not in opposition to the terms and conditions in this Agreement.

## **ARTICLE 25**

### **Separability**

If any article or part of this Agreement is held to be invalid by operation of law or of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

## **ARTICLE 26**

### **Waiver of Bargaining**

This constitutes the entire Agreement between the Employer and the Union upon the subjects of wages, hours and working conditions. During the term of this Agreement, the Employer and the Union unqualifiedly waive the right to bargain on any subject (except as provided in this Agreement) and each agrees that the other shall not be obligated to bargain collectively with respect to wages or hours or working conditions except as to impact issues which are not referred to or covered by any provision of this Agreement. Any Supplemental Agreements reduced to writing and signed by the parties shall be considered part of this Agreement unless otherwise stated in the Supplemental Agreement.

## **ARTICLE 27**

### **Discipline/Discharge**

#### **27.01.**

**Discipline/Discharge.** The Employer shall not discharge or discipline any employee except for just cause. Just cause is established when the Employer shows that an employee has engaged in behavior directed at patients, visitors or patient family members which constitutes abuse or neglect (either verbal or physical). A grievance over a discharge or suspension must be initiated at Step TWO of the problem-solving procedure within seven (7) calendar days from the discharge or suspension.

The employer will notify the Union, verbally or in writing, within forty-eight (48) hours of any discharge or suspension.

**27.02.**

**Attendance.**

The first three (3) days within a twelve (12) month rolling period whether taken individually or together shall not be counted against an employee for disciplinary purposes. Thereafter, the next:

1. Five (5) Occurrence Points in a rolling twelve (12) month period – Written warning
2. Six (6) Occurrence Points in a rolling twelve (12) month period – Final written warning
3. Seven (7) Occurrence Points in a rolling twelve (12) month period – Termination

**27.03.**

**Right to Representation at Discipline Meetings.** An employee shall have the right, upon request, to Union representation at any investigatory meeting with management which may result in disciplinary action against the employee. If the employee requests Union representation at the interview, the interview shall proceed only in the presence of a Union representative unless the employee agrees to proceed without a Union representative. The Union representative/steward shall sign the counseling report acknowledging only that the meeting took place and they received the counseling report.

**27.04.**

**Personnel Records.** An employee and/or their representatives designated in writing shall have the right to review his/her personnel file and may have a copy made of all or any portion. The employee or employee's designee may make such inspections upon request. In addition, the Union may request access to an employee's personnel file information for grievance processing purposes. The employee will have the right to respond in writing to anything the employee deems to be adverse or unjustly presented. Employees shall receive, in writing, any disciplinary notice and may respond, in writing, to such notice with the response filed in the employee's personnel file. Normally, any disciplinary document placed in an employee's personnel file must be entered within fifteen (15) calendar days of the Employer becoming aware of the incident in question. However, the timeframe can be extended with notice to the Union to twenty one (21) days if the investigation was not completed within 15 days. If an employee has incurred no further disciplinary action within one (1) year from the last disciplinary incident, any written warning will no longer be considered active and will not be reviewed for purposes of transfer or progressive discipline but may be used to show the employee's overall work record, knowledge of employer expectations or patterns of behavior.

**27.05.**

**Suspension to Investigate.** Employees may be suspended pending the outcome of an investigation. Such a suspension is not disciplinary action until and unless final action is taken by management at the conclusion of the investigation. At the conclusion of the investigation management will determine whether the investigation period, in whole or in part, should be considered disciplinary time off. If the investigation results in no discipline or a verbal or a written warning, less than a final written warning, the employee will receive back pay for the period of the investigation. If disciplinary time off is imposed, the employee will not receive back pay unless the investigation period is longer than the disciplinary period. A final written warning at the conclusion of the investigation will explain how much of the investigation period is to be considered disciplinary time off.

**ARTICLE 28**

**Duration**

This Agreement shall be effective as of April 1, 2024 and will run through March 31, 2027, and will continue from year to year thereafter as to all of its terms unless at least ninety (90) days prior to said last mentioned date, or any year thereafter, written notice is given by either party that the contract (1) is terminated, or (2) is to be open for modifications.

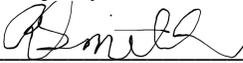
If pursuant to the terms of the preceding paragraph, notice to modify is given, the joint conferences between the representatives of the Employer and the Union shall commence within thirty (30) days from the giving of such notice. These conferences shall continue from time to time for the purpose of collective bargaining in an endeavor to reach a revised agreement.

The existing Agreement shall remain in effect beyond the expiration date until either terminated by ten (10) days written notice or supplemented by a revised agreement.

Upon proper termination, as provided above, then all of the terms and conditions of this Agreement expire and shall be of no further force or effect as to all parties to this Agreement.

IN WITNESS WHEREOF, the parties below have signed their names and affixed the signature of their authorized representative this \_\_\_\_\_ 2024.

**FOR THE UNION**

Signed by:  
  
7EB08F26E00A4EA...

**President**  
DocuSigned by:  
  
CEC28C57D018454  
**Executive Director**

9/10/2024

**FOR THE EMPLOYER**

Signed by:  
  
F4AD445522AE46E...

**Regional Director of Operations - FNS**  
DocuSigned by:  
  
D661F687C8EC4AA...

**Regional Director of Operations - EVS**  
Signed by:  
  
14EDF22B124742A...

**Director of Dining Services**  
DocuSigned by:  
**STEPHANNE JONES**  
FD660F611089495...

**EVS Director**  
DocuSigned by:  
  
7408109897FC4F5...

**Labor Relations Director**

APPENDIX A – WAGES

<b>Job Classification</b>	<b>Minimum</b>
<b>Cook</b>	\$19.25
<b>Grill Cook</b>	\$16.25
<b>FSW/Cashier</b>	\$16.25
<b>Housekeeper</b>	\$16.25
<b>Linen Attendant</b>	\$17.25
<b>ORA</b>	\$17.25
<b>Floor Tech</b>	\$17.25

Upon ratification employees will be increased to the minimum wage increase effective 4/1/24:  
 Effective 4/1/24, 2.65% increase for all bargaining unit members on their anniversary date  
 After 1/1/25: 3.00% increase for all bargaining unit members on their anniversary date  
 After 1/1/26: 3.25% increase for all bargaining unit members on their anniversary date

If management hires an outside employee at a wage rate higher than a current employee in that same classification and that current employee has the same or more than the years of experience **in the same classification** that the new hire has, then management will 1) move all current employees to that same rate of pay, effective the first day of work for the new hire and 2) inform the union via email of the new hire’s rate of pay, all current employees who are being moved to a higher wage rate, and the effective date of the move(s).

Shift Differential:  
 \$1.00 - PM  
 \$1.30 - 3rd Shift  
 \$1.15 - Weekend

## Appendix B- Paid Parental Leave

### Definition(s):

Key terms used in this procedure are listed below.

**Family and Medical Leave Act or FMLA:** The Family and Medical Leave Act of 1993, 29 U.S.C. 2611 et. Seq. which entitles associates to take unpaid, job-protected Family and Medical Leave (“FML leave”) for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the associates had not taken leave.

**Parent:** A TouchPoint associate who is a legal parent of a newborn or newly adopted child. A legal ‘parent is one whose name appears on the child’s birth certificate, a legal document establishing paternity, or a legal document establishing adoption.

**Paid Parental Leave (PPL):** A period of paid leave of absence for up to eighty (80) (that does not reduce an associate’s balance of accrued PTO) for the purpose of recovery from the birth of a child and/or to bond with a newborn or with a newly adopted child who is under the age of 18. Paid Parental Leave runs concurrently with an associate’s FML leave.

**Effective Pay Rate:** An associate’s rate of pay is the hourly rate. The Effective Pay Rate does not include premium pay (overtime, shift differential, on-call pay, etc.)

**Bonding Time:** Leave to care for or bond with a newborn child or for a newly placed adopted child.

### Procedure/Guidelines:

#### A. Eligibility

Full-time associates who are classified as “benefits eligible” under the Company’s benefit programs and who have been employed with the Company for at least 12 months and have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.

Associates may utilize Paid Parental Leave once during a rolling 12-month period based on the date of the birth or adoption.

#### B. Leave Provision

- a. The Company will provide up to eight (80) hours of Paid Parental Leave to an eligible associate during the first 12 weeks following the birth of a child or date of adoption. If the delivering parent is on a continuous leave that extends beyond the first 12 weeks, the associate must use all Paid Parental Leave hours during Bonding Time before returning to work. If this does not occur, the associate will forfeit any unused hours.
- b. All Paid Parental Leave described in this policy is based on full-time status and/or prorated based on FTE status less than 1.0 (i.e.: a 1.0 FTE will receive eighty (80) hours of Paid Parental Leave, a 0.9 FTE will receive 72 hours, etc.) and shall be

available for a 12-week period following the birth of a child or the date of adoption/placement for adoption.

Associates must take Paid Parental Leave in one continuous period of leave. Paid Parental Leave cannot be used on an intermittent basis.

- c. Paid Parental Leave will be computed based on an associate's Effective Pay Rate. No associate should receive Paid Parental Leave in excess of his or her standard FTE hours.
- d. Multiple births or adoptions that occur at the same (for example, the birth or adoption of twins) does not increase the length of Paid Parental Leave provided.
- e. If both parents are employed by the Company, each parent may receive up to eighty (80) hours of Paid Parental Leave within 12-week period following birth of a child or the date of adoption or placement of adoption.
- f. The Paid Parental Leave will end immediately if the associate no longer meets the criteria for eligibility (for example, if the associate transfers to an ineligible position, or the associate separates from the Company while on Paid Parental Leave.)

### **C. Documentation**

- a. Medical Documentation – An associate is required to furnish appropriate medical documentation for the birth of a child. Since Paid Parental Leave runs concurrently with FML, medical certification requirements for FML govern. The medical documentation should be completed and signed by the appropriate health care provider.
- b. Adoption Documentation – An associate will be required to furnish appropriate adoption documentation, such as a letter from an adoption agency or from the attorney, in cases of private adoptions.
  - i. To be considered for adoption coverage under Paid Parental Leave, the adoption must:
    - 1. Be final, regardless of whether it is a domestic or foreign adoption.
    - 2. Involve a child under 18 (unless the child is physically or mentally incapable of caring for him/herself, known as a “special needs adoption”):
    - 3. Not involve the adoption of a spouse's child; and
    - 4. Not involve a child already a family member

### **D. Coordination with Family Medical Leave Act**

- a. Eligible associates can take Paid Parental Leave during the first 12 weeks following the birth or adoption of a child (i.e., during what is typically the FML period if the associate has FML time available). Paid Parental Leave will run concurrently with the FML leave.
  - i. For an associate who has given birth to a child, the associate may qualify for Short Term Disability (STD) benefits under the Company's STD plan. If an associate qualifies for STD, the employee shall exhaust their short-term disability, then use Paid Parental Leave will then be used for FML

Bonding Time. If an associate does not exhaust Paid Parental Leave during the approved Leave of Absence, any unused Paid Parental Leave hours will be forfeited. However, if the associate does not qualify for STD benefits, the associate will use Paid Parental Leave, followed by PTO during FML.

- ii. For an associate who has not given birth to the child or an adoptive Parent, the associate will use Paid Parental Leave, followed by PTO during FML. Any remaining FML leave beyond the maximum eighty (80) hours of Paid Parental Leave and remaining usage of PTO will be unpaid.

**E. Coordination with Short Term Disability Benefits (for the Birth Mother)**

- a. The time period before (STD) benefits begin, will be covered by time off hours (PTO). If the PTO bank is exhausted, the associate will be away from work without pay during the STD elimination period.
- b. The associate must then follow the normal procedure for STD supplementation as outlined below:
  - i. If an associate who qualifies for an STD benefits, the associate can elect to supplement STD with PTO. If the associate does not elect to supplement with PTO then STD would be the amount purchased by the employee.
- c. Following the end of STD Benefits, Paid Parental Leave will then be used for FML Bonding Time. If an associate does not exhaust Paid Parental Leave during the approved Leave of Absence, any unused Paid Parental Leave hours will be forfeited.