

# **Collective Bargaining Agreement**

between

**Wisconsin Federation of Nurses &  
Health Professionals, Local 5000, AFT,  
AFL-CIO  
(Registered Nurse Chapter)**

and

**Ascension St. Francis Hospital**

**August 21, 2025 – August 20, 2028**

## **ARTICLE 1 - RECOGNITION**

### **1.01.**

This agreement is by and between Ascension-St. Francis, located at Milwaukee, Wisconsin (hereinafter referred to as the "Hospital"), and the 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 Hospital in the following appropriate bargaining unit:

All regular full-time, part-time, casual, PRN, internal pool, graduate and registered nurses employed by the Hospital which is located in Milwaukee, Wisconsin at 3237 South 16th Street, Milwaukee, Wisconsin.

Excluded from the bargaining unit are: guards, managerial and supervisory employees (as defined in the Act), and all other employees of Ascension-St. Francis.

### **1.02.**

The Hospital 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 Hospital, 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 within ten (10) days 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 certified mail to the Union and to the Hospital at least 30 days and not more than 75 days before any periodic renewal date of the authorization.

(c) The Hospital shall be obligated to make any deduction described in paragraph (b), commencing on the next applicable payday following its receipt of notice from the Union of the amount or amounts to be deducted. The Hospital 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 Hospital 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 Hospital 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 Hospital for the purpose of complying with the provisions of this section, or in reliance on any authorization, revocation, or notice furnished under this section.

## **ARTICLE 2 - DEFINITIONS**

### **2.01.**

The term "Registered Nurse" is defined as an employee employed by the Hospital as a Registered Nurse and who has a current certificate of registration from the Board of Nursing of the State of Wisconsin or is a graduate nurse awaiting the first Board examination or awaiting the results of the examination.

### **2.02.**

The term "regular full-time" employee means an employee who is normally scheduled to work 36 or more hours per week.

### **2.03.**

The term "regular part-time" employee means an employee who is normally scheduled to work for 40 hours or more but less than 72 hours in a two-week pay period.

### **2.04.**

The term "casual" means an employee who is normally scheduled to work for less than 40 hours in a two-week pay period.

### **2.05.**

The term "PRN" means an employee who is not regularly scheduled.

### **2.06.**

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

### **2.07.**

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.

**2.08.**

The term "Internal Pool R.N." means a registered nurse who is in the Hospital's Internal Pool.

**2.09.**

The term "Charge Nurse" means a Registered Nurse who is assigned the temporary or permanent responsibility for a nursing unit, on any shift.

**2.10.**

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.

**2.11.**

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.

**2.12.**

The term "grievance" is hereby defined as a dispute arising under and during the term of this collective bargaining agreement, that involves the application of express language in a specific article and section of this collective bargaining agreement or the application of Hospital policies and/or work rules.

**2.13.**

Reasonable suspicion exists when the Hospital has an articulable belief that an employee may be under the influence of alcohol, controlled substances, or other intoxicating substances, drawn from particularized facts and reasonable inferences from those facts.

**ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01.**

The Union recognizes that the Hospital has an obligation of serving the public by providing high quality, efficient and economical care, and in meeting medical emergencies. The Union further recognizes that, in fulfilling its obligation, the Hospital must act in conformity with Sections 50.32 et. seq. Wis. Stats., HSS 124, Wis. Adm. Code, and related regulations and statutes. Accordingly, it is agreed that the Hospital has the unilateral and exclusive right to operate and manage the Hospital so as to be in conformity with the provisions of those statutes and the rules and regulations promulgated under those statutes.

**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 Hospital's management rights include: the right to manage the Hospital 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 redetermine qualifications of employees and, after consultation with the Union, 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; 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 Hospital (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 Hospital; 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 Hospital 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 Hospital 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 Hospital 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 Hospital, 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 Hospital'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 Hospital from exercising the same in some other manner not in conflict with the express provisions of this Agreement.

**3.06.**

The Hospital's substance abuse program will be rehabilitative and/or disciplinary in nature as appropriate, and shall include an EAP program for employee referrals, and a policy allowing the Hospital to test employees for the presence of alcohol and/or controlled substances in cases where reasonable suspicion exists to require such tests. Drug diversion, possession or distribution investigations may involve group reasonable suspicion-based drug testing. An employee who tests positive for drugs not involved in the investigation will be given an opportunity for drug counseling or rehabilitation before returning to work, unless the positive test violates a pending Substance Abuse Program requirement.

**3.07.**

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

**ARTICLE 4 – NON-DISCRIMINATION**

**4.01.**

Neither the Hospital nor the Union will discriminate against any employee because of race, color, creed, sex, national origin, marital status, sexual orientation, gender identity, age, or disability, immigration or citizenship status, 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, in accordance with state law.

**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 Hospital.

**5.02.**

An employee will lose seniority if the employee: (1) quits; (2) retires; (3) is discharged for just cause; (4) is absent for three (3) days without notifying the Hospital; (5) is laid off 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 Hospital employment or the purpose or stated reason for the leave of absence.

**5.03.**

Upon request, the Hospital will give the Union representative an updated seniority list, but no more often than once per month. The Hospital will provide the requested list within seven (7) days of the request.

**5.04.**

**Employee Lists.** Upon request, the Hospital will give a Union representative, no more often than once per month, one list of the names, addresses, job classification, 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 Hospital will provide the requested list within seven (7) days of the request. Through these lists or otherwise, the Hospital will provide information to the Union which shows employee changes of name, address or telephone number.

**5.05.**

An employee who quits and is rehired by the Hospital within six (6) months shall have previous seniority and benefit rights restored. However, the Union or the employee must notify the Hospital of the re-employment date that such seniority and benefit rights should be restored. Such rights may not be restored until the Hospital is provided notice. The Hospital agrees to also try and identify when employees should have previous seniority and benefit rights restored.

**ARTICLE 6 – HOURS OF WORK AND OVERTIME**

**6.01.**

**Work Day.** For full-time employees, the regular work day consists of four (4) to twelve (12) consecutive hours within any 24 hour period, exclusive of any meal period.

**6.02.**

**Work Week.** For the purpose of computing overtime, the regular work week begins at 7 a.m. on Sunday and ends at 6:59 a.m. the following Sunday.

**6.03.**

**Shifts.** At the present time the work shifts are:

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 be used to schedule a work week.

The Hospital may from time to time change hours and shifts as deemed necessary. If such

changes are necessary, the Hospital will effect such changes on a voluntary basis whenever practicable. However, there will be a minimum rest period of ten (10) hours in 24 hours. However, an employee may agree to a rest period of eight (8) hours in 24 hours but will not be required to accept a rest period of eight (8) hours. The Hospital will notify the Union in advance of any permanent and/or department-wide shift changes, normally seven (7) days. For employees that are not already working a twelve hour shift, the Hospital will not change their scheduled shift length to twelve hours without mutual agreement. The Hospital, in its discretion, may determine the shift length whenever a position is posted.

#### **6.04.**

**Meal Periods.** Employees working at least six (6) hours in the work day 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 25 minutes for a meal period, the employee shall report the missed meal period through the meal attestation process so that they 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." If the employee is not able to take a meal break due to staffing needs, the department supervisor or other management official will assist with finding relief, so the employee may take the expected rest break.

#### **6.05.**

**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. If the employee is not able to take a rest break due to staffing needs, the department supervisor or other management official will assist with finding relief so the employee may take the expected rest break.

#### **6.06.**

**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.

#### **6.07.**

**Weekend Work.** The Hospital 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 from the first shift on Saturday to the first shift on Monday. Employees may

designate an alternate weekend, with the approval of their supervisor.

**6.08.**

**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.

**6.09.**

**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 Hospital will, in good faith, seek to staff needed overtime with qualified volunteers from existing departmental staff, Ascension Health Pool, outside agency and supervisors. When these staffing alternatives are not successful, the Hospital 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; the Hospital will maintain a mandatory overtime rotation list. An employee may request to be excused from working overtime in which case the Hospital 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. If all employees on the rotation list request to be excused from working overtime, then the assignment shall be made beginning with the person at the top of the list. Mandatory overtime will be approved by department leader or designee. In addition, the Hospital 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 their 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 \$6.00 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.

#### **6.10.**

**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.

#### **6.11.**

**Work Schedules.** The Hospital 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 may exchange assignments among themselves, with the approval of the supervisor, by use of the schedule change form. Changes to the posted schedule can be made by mutual agreement. After the work schedules have been posted, employees may contact the department scheduler to see if there is an opportunity to trade with a non-Internal

Pool person. Internal Pool Nurses may accept scheduling trades with regular staff if the Nursing Director/Manager approves the trade and no other options exist for trading with regular staff.

Employees shall submit scheduling requests for a particular schedule four (4) weeks before the first day of the schedule. In all agreed upon areas\* (excluding ICU), employees shall submit scheduling requests for a particular schedule five (5) weeks before the first day of the schedule. This time period will allow for the following:

Fourteen (14) days before the schedule is posted and for a period of ten (10) days, open shifts will be posted and staff can sign up in preference of the following order:

First ten (10) days

1. Bracketed Part-time and Full-time (non-overtime).
2. PRN
3. Bracketed Internal Pool (non-overtime).

Final three (3) days

4. System pool employees (Ascension Health Pool), qualified staff from other Ascension facilities, or any other non-regular part-time, full-time, or float pool staff.

Schedule will be posted

5. Shifts will then be filled on a first come first basis from all sources.

When Ascension Health Pool employees are scheduled for available hours, they will not be displaced from their hours except as provided for in Section 6.12.

\* ED, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, RT, OR, Radiology: Additions and deletions may occur to this list after review at labor/management.

Work schedule requests must be submitted through the timekeeping system (currently Kronos), and such requests will be considered based on operational needs. This paragraph shall not apply to low census requests.

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. Rotation schedules will be finalized prior to making hours available to Pool staff.

As a general practice, there will be no involuntary rotation of employees with 15 or more years of seniority.

At no time should names listed on the prepared schedule or staffing sheets be erased or altered in any manner. Edits and alterations of the schedule or staffing sheets can only be made by management or designee.

#### **6.12.**

**Bracketed Shifts.** With prior approval from the manager, full and part-time employees may request to work (via an authorized request form) and may be scheduled for extra shifts beyond their hiring agreement, as long as it will not normally result in overtime.

Once a need has been determined by the manager, staff can bracket themselves on an existing schedule (via an authorized request form) with preference for hours given to part-time employees. With prior approval from the manager, an employee may bracket hours on units on which they are qualified to work. Bracketed hours will be offered prior to contract/outside pool staff receiving hours. These extra shifts will be indicated by a bracket on the schedule form.

Regular employees will have priority over float pool employees to fill holes on the schedule. Bracketed employees may not replace already scheduled float pool employees.

When required by patient need, bracketed shifts may be canceled without low census credit. Bracketed shifts will be canceled prior to low census of scheduled staff unless the employee working a bracketed shift has needed qualifications low censused staff do not have.

Full time and part time Critical Care employees may add bracketed shifts in Critical Care. These shifts may be canceled due to lack of work. Staff members may remain on call for those hours that are not filled.

An employee may cancel prescheduled shifts in advance with mutual agreement between the employee and the manager. Scheduled staff will be granted vacation prior to the cancellation of a bracketed shift providing there would be no overtime.

Ascension Health Pool person/slot/position will be allowed to refill/substitute/another Ascension Health Pool employee up to 72 hours before their scheduled shift. There will be no Ascension Health Pool substitutions within this 72 hour time period before the scheduled shift if there is an on-call employee available.

#### **6.13.**

(a) **Differentials.** Employees who work on the afternoon shift shall receive a shift differential of two dollars (\$2.00) per hour. Employees who work on the night shift shall receive a shift differential of six dollars (\$6.00) per hour. Shift differential shall be added to the employee's base rate of pay for the purposes of calculating overtime. Night employees who are held over on the day shift will continue to receive the night differential.

(b) Employees will receive a weekend differential of three dollars (\$3.00) per hour.

**6.14.**

Nothing in this article shall be construed as a guarantee by the Hospital 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.

**6.15.**

**Shift Differential.** The shift hours set forth in Section 6.03 of the CBA are listed as the regular hours of the noted shifts for shift differential purposes. An afternoon 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 afternoon shift differential thereafter. A night shift employee (assumes a start after 11:00 p.m.) starting before 11:00 p.m. would receive the afternoon 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, an afternoon 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.

**6.16.**

**Preceptor Pay.** Employees who are assigned to precept newly hired or transferred employees will receive an additional \$1.50 per hour for the time spent on preceptor duties as assigned by the Hospital. Employees must first complete the required preceptor training in order to be eligible for preceptor assignments.

**ARTICLE 7 – ON-CALL, CALL-IN, CALL-BACK, REPORT PAY, PREMIUM PAY**

**7.01.**

**On-Call.** There are two levels of on-call pay for employees who are required to be on-call; the regular on-call rate of \$2.50 per hour and a disproportionate on-call rate, which is \$4.00 per hour.

The disproportionate on-call rate will be paid when the staff is asked to take call on an ongoing basis at a disproportionately high level (defined here to be when staff are assigned 9 or more shifts within a scheduling period). The definition presumes a six week schedule. In departments that utilize a scheduling period different than six weeks, disproportionate on-call will be paid when staff are scheduled for 9 or more shifts in any six week period. The disproportionate on-call rate may be used on a regular basis by smaller departments who have a limited number of associates who are scheduled to take call shifts or on a temporary basis due to lower than normal staffing levels. For purposes of calculating the number of call shifts in a given pay period, one shift of call cannot exceed the length of 12 hours. For example, a call shift of 15 hours would be considered two shifts, a call shift of 24 hours would be considered two shifts, etc.

**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 Hospital shall make pagers available to all on-call employees. On-call employees required to stay after their scheduled shift will receive one and one-half times their Base Rate, but they will not receive a minimum of two (2) hours pay unless they are required to stay for longer than fifteen (15) minutes.

**7.03.**

**Call-In.** An employee called in to work at other than their 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 their 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 Hospital's control.

**7.06.**

**Premium Pay.** Employees whose regular shifts are eight (8) hours or more will receive one and one-half their Base Rate when they work two or more hours beyond the length of their regular shift and then such daily premium will be paid for all hours worked after the end of their regular shifts. There shall be no pyramiding or duplication of premium pay or hours.

**7.07.**

**Critical Staffing Programs.** The Hospital 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 Hospital will determine the areas and times when such programs will be in effect. Upon implementation and/or cessation of such programs, the Hospital will provide written notice to the Union.

**7.08.**

**Required On-Call.** Mandatory on-call programs may be required in OR, PACU, Endo, and Imaging Services. Mandatory call will not be used to avoid creating or filling permanent positions.

Mandatory call usage will be periodically reviewed at the January, June, and October Labor/Management meetings to determine the need to add new positions. Only management can assign on-call or place Employees on-call.

**7.09.**

**Mandatory On-Call Bonus.** An associate who is assigned a call shift that was previously assigned to a different associate who can no longer fulfill that call shift for any reason will be paid the current mandating bonus established in section 6.09(d). For twenty-four (24) hour call shifts occurring on Saturday, Sunday, and/or holidays, the bonus will be \$120. For example, if associate "A" is required to cover the Wednesday call shift of associate "B" due to associate "B's" illness, associate "A" would be entitled to the mandating bonus established in section 6.09(d). If the Wednesday shift was a twenty-four (24) hour call shift and occurred on a holiday, associate "A" would be entitled to a payment of \$120.00. If, by contrast, the holiday call shift was less than twenty-four (24) hours, the associate would be entitled to the mandating bonus established in section 6.09(d).

**7.10.**

**Incentive Pay.** The Hospital may, in its discretion, establish incentive programs that provide pay in addition to the employee's base hourly rate. The Hospital agrees to provide advance notice and information regarding such programs to the Union including effective dates. However, the Hospital shall have no obligation to bargain over such incentive programs, sign-on bonus, referral bonus programs, or any other similar programs.

**7.11**

**Floating to Other Ascension Facilities.** Bargaining unit employees may volunteer to work as regional float pool staff where they may be required to float to another Ascension facility. Only bargaining unit members who have opted into this float pool will be required to float outside the Hospital. Employees who have opted into this program and are floated to another Ascension facility will be paid a float differential of \$5.25 per hour in addition to their base wage and all applicable differentials for all hours worked at another facility. The decision of whether or not an Employee will float to another facility will be made at the sole discretion of the Hospital.

The Hospital may require any bargaining unit employee to complete training, education, and/or orientation at a location other than the Hospital. Employees sent to another location for this purpose will not receive the float differential.

Employees who have opted into this program may opt out upon thirty (30) days written notice to the Hospital.

## **ARTICLE 8 – COMPENSATED LEAVES**

### **8.01.**

#### **Funeral Leave.**

(a) Employee may take up to three (3) scheduled work days leave without loss of pay for a death in the employee's family for necessary time to attend the funeral (including travel) and/or make appropriate arrangements.

Family shall be defined as parent, step-parent, spouse, child, stepchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, spouse's grandparent, grandchild, son-in-law or daughter-in-law.

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 rescheduled.

(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, without loss of pay or benefits, so that the employee may serve on the jury. Other employees covered by the Agreement and summoned to jury duty will be allowed a leave of absence for jury duty.

(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) If the employee is released to go home prior to 1300 hours, or is advised they do not have to report for jury duty at all that day, the employee must contact the Hospital for work. Regular full-time and regular part-time employees will be disqualified from receiving the jury duty pay differential from the Hospital if this

notice is not given. The Hospital will consider p.m. and night shift employees as being on day shift for all days they serve on jury duty.

(d) Holidays occurring during jury duty will be paid and considered as taken. Any illness during 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 they receive for their 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, PTO and pension benefits. 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 service through reactivation or draft, they 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 and pension accrual in accordance with the terms of the pension plan. 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. The current Ascension retirement plans that will take effect on January 1, 2017 do not count missed work or compensation due to a work-related injury as Earnings or Hours of Service for retirement plan purposes.

### **8.05**

**Parental Leave.** Bargaining unit employees will be offered Paid Parental Leave on the same terms and conditions as similarly situated, hourly, non-bargaining unit Ascension Wisconsin employees.

## **ARTICLE 9 – LEAVES OF ABSENCE**

### **9.01**

Employees who have completed the probationary period may request unpaid 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, participation in the Union's Disaster Relief Program, and adoption. Departmental needs will be considered when leave

requests are reviewed. The requesting employee is responsible for providing information to the Hospital 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 may be granted at the Hospital's discretion.

**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 Hospital may approve or deny such requests. If denied, the Hospital will state the reason for the denial. If the employee disagrees with the stated reason, they have 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 Hospital's total operating requirements permit.

**9.05.**

At the end of the leave of absence of three (3) months or less, the Hospital 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 six (6) 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 Employee Health Nurse 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. If the occupational health clinic is not open, the certificate may be provided to the individual's supervisor or manager.

**9.10.**

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

**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 Hospital 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, including mental health reasons.

**10.02.**

**PTO Eligibility.** Regular full-time and regular part-time employees begin accrual of PTO from their first day of employment, and may utilize PTO in the following pay period subject to supervisor approval.

**10.03.**

PTO accrues on hours paid (compensated) by the Hospital 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:

PTO Accrual Schedule					With Holidays	
					Total Days	Total Hours
Completed Years of Service	PTO Hours	PTO Days	Accrual Per Hour	Max Bank Hours	Add 8 holidays	Add holidays (64 hours)
0 - 4.99	136	17	.0654	320	25	200
5 – 9.99	184	23	.0885	320	31	248
10 – 14.99	208	26	.1000	320	34	272
15 & Over	224	28	.1077	320	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.

Employees with 15 or more years of service will have one eight (8) hour PTO day added to their PTO balance each January 1<sup>st</sup> for the life of the contract.

**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) The minimum increment for PTO pay is 15 minutes.

(e) 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.

(f) An employee on a personal leave of absence shall use available PTO.

(g) Incidents related to compensable worker's compensation absences or to qualified statutory family or medical leaves are not considered when counting sick incidents.

(h) If an employee has unused accumulated PTO entitlement, the first three days off due to a workplace accident will be covered by the Hospital's PTO plan if worker's compensation does not cover that time.

(i) Employee health facilities will be available to employees who become ill or injured at work.

(j) Vacation 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.

(k) If an employee becomes sick during their vacation, the employee's scheduled vacation will not be extended, except for days hospitalized which will be rescheduled.

(l) 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.

(m) Approved vacations may be canceled 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.

(n) A "week" of vacation runs from Monday through the following Sunday, and the employee will not be required to find a replacement for that Sunday or Saturday.

(o) The Hospital 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.

(p) 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.

(q) At the August Labor/Management meeting the Union will be provided with a report of all bargaining unit members that had PTO time paid out and a report of total time remaining in the PTO banks for all bargaining unit members.

(r) 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.

**10.05.**

PTO will be available as a pay source to supplement related fringe benefit programs.

**10.06.**

**Annual PTO Pay Out Option.** A PTO Pay Out Option will be available at a designated time two times each year. To be eligible, an employee must maintain a minimum PTO balance of forty (40) hours after PTO cash out hours are paid. An employee can elect to receive a pay out of up to a total of 120 hours per year under this option. Each payout is paid at 90% of its cash value, in accordance with IRS rules and regulations.

**10.07.**

**Maximum PTO Balance.**

The maximum PTO balance will be as follows:

(a) The maximum PTO balance which can be accrued is 320 hours.

(b) A maximum of 320 hours may be carried over from one calendar year to the next.

(c) Upon voluntary resignation of employment, employees will automatically be paid their eligible balance of PTO time (up to 320 hours) if the employee has provided adequate notice (2 weeks) of resignation and has worked through the required resignation notice period.

**10.08.**

**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 will be paid up to the maximum

balance. There will be no pay out if the change were to occur during the first 90 calendar days of employment.

**10.09.**

**Retirement/Termination.** Upon retirement or voluntary resignation of employment after the Probationary Period, PTO will be paid out up to the maximum balance. No pay out will occur if the employee resigns employment without giving at least two (2) weeks’ notice and works to the conclusion of that two-week period, unless the Hospital and the employee agree to a shorter notice period.

**10.10.**

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	No	No	Employee may elect to be paid from holiday PTO w/30 days’ notice of election. It will not count toward regularly scheduled hours.
3	Yes	Yes	Paid for hours worked.

**ARTICLE 11 – PTO/HOLIDAYS**

(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:

**Odd years:**

Schedule A

Martin Luther King Day  
 Memorial Day  
 Labor Day

Schedule B

Good Friday  
 Fourth of July  
 Thanksgiving Day

Christmas Day

New Year's Day

**Even years:**

Schedule A

Good Friday

Fourth of July

Thanksgiving Day

New Year's Day

Schedule B

Martin Luther King Day

Memorial Day

Labor Day

Christmas Day

In the event an employee terminates employment with the Hospital, 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.

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.

When an office/department/unit is closed on the day before or after a holiday, the affected employees may elect PTO time for the missed work.

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

(e) For twelve (12) hour night shift employees with a normal start time of 7 p.m. or later, the holiday will start at the beginning of the shift the evening before the recognized holiday.

(f) Holiday time runs from 11:00 p.m. the night before the holiday to 11:00 p.m. the night of the 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.

(j) If the scheduled holiday is in the middle of the employee's vacation, the employee will find their own replacement for the holiday.

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

## **ARTICLE 12 – PROBATIONARY PERIOD, ORIENTATION**

### **12.01.**

(a) **New Hires.** The first 90 calendar days of employment with the Hospital will be considered a probationary period for newly hired employees. The probationary period may be extended by the Hospital, with written 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 Hospital 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 Hospital.

(b) **Ascension Wisconsin Transfers to the Hospital.** Employees transferred to the Hospital from another Ascension Wisconsin facility will serve the foregoing probationary period. During this probationary period, the transferred employee may be disciplined and/or removed from their 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 Hospital. 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 Hospital.

(c) **Hospital Transfers to Ascension Wisconsin.** Employees who transfer from the Hospital to another Ascension Wisconsin facility will transfer without their Hospital seniority. The effect of the transfer on the employee's accrued, unused paid time off is a grievable issue under this Agreement, although the decision whether to allow the transfer is not a grievable issue under this Agreement.

### **12.02.**

**Orientation.** Orientation shall be provided for all new employees. Objective criteria will be developed and utilized uniformly with all orientees. Employees assigned preceptor

responsibilities will be adequately trained to their role and responsibilities.

Employees on orientation will not be included as part of the staffing pattern. Orientation shall be for a minimum of two (2) weeks and may include weekends and include at least one (1) week of classroom (and/or one-to-one instruction) and include at least one (1) week on the unit to which they will be assigned. Employees permanently changing shifts, units or areas shall also receive orientation at a minimum as follows:

Shift 1 Day

Unit 2 Days

Area requiring special training or skills 5 Days

The stated orientation periods may be changed 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. Prior to the meeting, the Hospital 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 done on a by-unit basis. Ability to grant low census will be based on skill and ability, regardless of whether there is pool in house. 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. During such period, employees who voluntarily participate shall not lose continuity of employee benefits or accrual of benefits. Voluntary low census can be taken even if there is a pool person within the house (after consideration of house-wide continuity of care and workload). The Hospital shall make every effort to utilize full time and part time staff Registered Nurses wherever possible, on a voluntary basis (e.g. surgical nurses/recovery room nurses in areas such as day surgery, or any nurse in an area where the nurse meetings qualifications of available department work as determined by the Hospital), before releasing such a nurse 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.

(b) **Mandatory low census.** Mandatory low census/activity scheduling will normally be based upon reduction in 8 hour increments. However, mandatory low census may be allowed in increments of two (2) hours or greater. When employees are notified of low census at least one hour prior to the start of their shift, low census/activity scheduling will normally be based upon

reduction in 4 hour increments. 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 that has been notified of low census at least one hour prior to the start of their shift, may, be required to be on-call for the remainder of their scheduled shift. An employee will not receive mandatory low census if pool RN 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.

(d) The Hospital will maintain a single, continuously rotating, low census list for each unit. Every time that an employee is placed on low census, whether mandatory or voluntary, that employee will move to the bottom of the list. Employees at the top of the list will be the first to be granted voluntary low census and will also be the first selected for mandatory low census (when necessary). When low census is necessary, the Hospital will first utilize voluntary low census, starting with employees at the top of the low census list. If there are no volunteers, or not enough volunteers, the Hospital will then utilize mandatory low census, also starting with employees at the top of the list.

(e) The Hospital 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 should first work on unmet educational requirements or perform needed Departmental tasks.

(f) 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.**

**Redeployment.** For the purpose of this section, redeployment shall mean the relocation of an employee from a unit or work area which has been closed or reduced in staff, to a vacant position in the same classification (or similar classification) in another unit or work area. Under such circumstances the least senior qualified employee in the affected classification shall be deployed first. Employees who are involuntarily redeployed shall be permitted to return in seniority order to the unit or work area from which the redeployment occurred when a vacancy in the original classification occurs, if the employee desires to do so, prior to the position being filled by any other candidate.

### 13.03.

**Layoff.** If voluntary low census scheduling is not sufficient, employees may volunteer for layoffs. Such voluntary layoff requests shall be duly considered by the Hospital 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 they 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 is initially 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 they 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 may take the job held by the least senior bargaining unit employee in a comparable bargaining unit position.

(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 classification 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.

(i) Whenever possible, the Hospital shall notify nursing units in advance of unit closure or anticipated unit closure.

**13.04.**

Except as addressed in 13.03, the Hospital 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.

**13.05.**

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

A bargaining unit employee on layoff will not lose layoff status if the employee joins the internal pool.

**13.06.**

**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 14.06 (b) re-call of eligible employees on layoff (including those filling pool positions) following the inverse order of layoff (c) internal pool (d) outside candidates.

During the first 90 days from the effective date of the layoff, Human Resources Recruitment will make contact with laid off employees about comparable (per policy) posted open positions in the department in which the employees were most recently employed. The list of laid off employees will be used for this purpose. The posted position does not need to be filled following the 13.06(a) described above. After ninety days, the severed employees will be responsible to check department job postings for comparable open positions. In this situation, the contact procedure will be:

- Employees will be contacted verbally via phone (number listed in HR database) and employees will be given 3 days from date of call to respond with interest in returning to a position.
- After 3 days the most senior of those interested will be made an offer to return to work in now available position.
- If the position is declined or an employee fails to respond to the call, the employee will be removed from the list for future contact. This does not affect re employment eligibility; merely the rehire provision as outlined.

Those who have been subject to an involuntary FTE reduction will have first rights to increase FTE back to the original level, pursuant to 13.06(a). Where this is not operationally possible the department leader will have a conversation with the employee to explain the situation. Where this conversation does not solve the conflict, the matter should be escalated to the Ascension

St. Francis Labor Relations Specialist or designee.

**13.07.**

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. The Hospital will attempt to provide the Union notification fourteen (14) days prior to the date of the layoff. The Hospital agrees to notify the Union prior to notifying the impacted employees of the layoff.

**13.08.**

The order of cancellation for mandatory low census shall be:

- Agency, Travelers, and contracted staff
- Ascension Health Pool or any other non-bargaining unit Nurses
- Bonus PRN
- Bracketed PRN
- Bonus regular staff
- Bracketed regular staff
- PRN
- Regular staff in the order set forth in 13.01(d).

**ARTICLE 14 – ASSIGNMENTS, TRANSFERS, REASSIGNMENTS, STAFFING AND STAFFING GRIDS**

**14.01.**

(a) Based on the Hospital's assessments of patient care needs, employees may be transferred or reassigned to work in a different area or unit than that where the employee is presently assigned. The employee will be told if they are expected to perform work as a functional or deputized position in the new assignment. Employees must be given or possess training and/or skills to work within the new assignment.

(b) From time to time, employees may be temporarily ("temporary" usually means less than 30 days) transferred to other areas or units in order to:

- Avoid layoffs because of reduced patient census, or changes in equipment or techniques.
- Provide continued employment for an employee with physical problems that prevent the employee continuing at work in the employee's present job.
- Replace an employee who is absent.
- Absorb employees from a department, job or shift that has been discontinued or consolidated.

- Properly handle patient-care requirements during the time that a job is posted, or to avoid immediately hiring from the outside.

(c) 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 13.08. 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. Registered Nurses are expected to be able to perform total patient care in the area or unit to which reassigned, but if the Nurse reasonably believes that they are professionally unprepared or otherwise incapable of properly fulfilling the professional requirements of a Registered Nurse in the area or unit in which reassigned, they shall discuss this with the appropriate supervision so that they 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.**

Except in emergency situations, employees on reassignment or temporary transfer will not assume any Charge responsibilities.

**14.04.**

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

**14.05.**

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 Hospital's discretion.

**14.06.**

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:

1. Ability and Knowledge (including applicable licensure and certification if required)
2. Aptitude and Versatility
3. Relevant and Current Experience
4. Documented Attendance
5. Documented Performance
6. 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.

**14.07.**

The Hospital 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 six (6) weeks of such decision.

**14.08.**

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 Hospital's discretion.

**14.09.**

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 Hospital may transfer or return the employee to their former job if the Hospital feels that the employee's performance in the new job is unsatisfactory and if the former job is available; the employee may return to their 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 Hospital may transfer or return the employee to their former job if the Hospital feels that the employee's performance in the new job is unsatisfactory and if the former job is available; the employee may return to their former job if the employee is dissatisfied with the new unit and if the former job is available.

**14.10.**

If a nurse is disqualified from posting solely because they are in the disciplinary process, the Hospital will notify the employee of that fact and, upon the Union's request, will meet and discuss the possibility of waiving that disqualification.

**14.11.**

**Staffing.** The Hospital 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 nursing care or services and to make maximum utilization of the training and competencies of all personnel.

**14.12**

**Staffing Grids.** Issues for periodic review and discussion at Labor/Management may include work scheduling procedures, staffing grids, and staffing patterns. It is intended that Labor/Management serve as the formal process to consider operationally necessary changes if they would result in modifications to established staffing grids.

1. Staffing grids as of the effective date of this Agreement will serve as initial guidelines. Management shall make a reasonable effort to staff according to these guidelines. Regular changes to the staffing grids will be presented to Labor/Management four (4) weeks before implementation. Before making a change to staffing grids, Management and affected staff shall have an opportunity to discuss grid changes based on evidenced based information. Staffing grids and core staffing numbers will be maintained on each unit and will be accessible to staff.
2. The Hospital will notify the Union in the event a position is abolished within a certain job class or department.
3. The Hospital will provide core staffing numbers to the Union for all departments when budgets are completed for the next fiscal year, typically in May/June.
4. Both the Hospital and the Union can bring scheduling and staffing issues to the committee. Thus, the Union may propose changes to the staffing grids.
5. The committee shall also review all unsafe staffing reports.
6. The committee may review patient acuity issues as they relate to staffing grids and staffing patterns.
7. The committee shall annually review all staffing grids.
8. In the event the Hospital and the Union are unable to reach agreement on staffing ratios,

patterns or grids, the dispute shall be submitted as a grievance at Step 4 of the grievance procedure and thereafter to arbitration if the Union wishes to further challenge the staffing grid revision(s).

**14.13.**

**Reports to Union.**

(a) Upon request, no more than once per calendar month, the Hospital will provide the Union with the Mandatory Overtime report.

(b) Upon request at least three (3) work days before each Labor Management Team Meeting, the Hospital will provide the Union with the Open Position report. At each Labor Management Team Meeting, Hospital representatives will be prepared to address specific efforts made to hire bargaining unit employees to vacant positions including recruiting and advertising. The obligation to provide the reports in this subsection supersedes any other reporting obligations the Hospital may have in this Agreement.

**ARTICLE 15 – FRINGE BENEFITS**

**15.01.**

Employees will be offered a flexible benefit plan on the same terms and conditions as similarly situated hourly non-bargaining unit Ascension Wisconsin employees. The Hospital's benefit programs may change during the term of the Agreement for employees covered by the Agreement when such changes are also made for other similarly situated hourly non-bargaining unit Ascension Wisconsin employees. All welfare benefit programs are subject to the terms and conditions of the Plan documents, incorporated herein by reference, which are subject to change during the term of this Agreement.

**15.02.**

The Ascension Wisconsin program includes multiple health plans, vision plans, dental plans, short-term disability, long-term disability, life insurance/accidental death and dismemberment benefit plus certain plan buy-up opportunities and employee paid for additional welfare benefit programs. When relevant, the employee may designate his or her beneficiary. A conversion plan is available for the life/AD&D benefit after an employee leaves employment.

**15.03.**

The Ascension Wisconsin benefits program also includes certain benefits employees may elect to participate and pay for. The current elective benefits programs are optional employee life insurance, optional life insurance for the employee's spouse or children and pre-paid legal services.

**15.04**

Bargaining unit employees will be offered severance pay on the same terms and conditions as

similarly situated, hourly, non-bargaining unit Ascension Wisconsin employees.

## **ARTICLE 16 – HEALTH AND DENTAL BENEFITS**

### **16.01.**

**Health Benefits.** Full-time and regular part-time employees are eligible the first of the month following, or coincident with the employees first of the month, hire date or benefits-eligible status change.

### **16.02.**

**Premium Cost Allocation.** The overall aggregate average premium costs of the health and dental plans will not exceed:

- (a) Twenty-five (25) percent of the total cost for the group health insurance;
- (b) Fifty (50) percent of the total cost for the group dental insurance.

### **16.03.**

**Payroll Authorizations.** Payroll authorization deductions are available for payment of the employee's share of the cost. Arrangements may also be made for maintaining participation in the plan during a leave of absence. Employees who are changing from temporary status to regular part-time or full time status are eligible on the 1st of the month following the status change and one full month of employment.

### **16.04.**

**Health Examinations.** If the Hospital requires post-offer physical examinations or other periodic physical examinations, laboratory tests, or x-rays during the course of employment, the Hospital 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 Hospital.

### **16.05.**

**Premium Subsidy Policy.** Employees may participate in the SmartHealth premium subsidy program on the same terms and conditions as all other hourly Hospital employees, subject to the terms and conditions of the Plan document.

## **ARTICLE 17 - PENSION**

### **17.01.**

The Wheaton Franciscan System Retirement Program will remain frozen as of December 31, 2016.

## **ARTICLE 18 - RETIREMENT**

Employees will participate in the Ascension Healthcare Retirement Program on the same terms and conditions as similarly situated, hourly, non-bargaining unit Ascension Wisconsin employees. All retirement benefits are subject to the terms and conditions of the Plan documents, which are incorporated herein by reference.

## **ARTICLE 19 – INCOME DISABILITY INSURANCE**

The Employer shall continue to make available to employees a group disability insurance program.

## **ARTICLE 20 – INSERVICE AND TUTION REIMBURSEMENT**

### **20.01.**

**Inservice.** The Hospital will continue to provide inservice training and job related education programs for employees. Employees will be paid for all time in attendance at any required staff meetings, committee meetings or at any inservice programs the Hospital requires. The Hospital will make a reasonable effort to conduct or show inservice 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.

### **20.02.**

As a general practice, reimbursement excludes travel and lodging expenses, unless mandatory or requested by the Hospital. Mileage will be reimbursed as per current Hospital policy. Every effort will be made to allow all full-time and part-time nurses at least one paid seminar day per year.

Annually, the Hospital will provide \$300 per RN with a maximum of \$30,000 (bargaining unit total) and 200 paid seminar days per calendar year for benefit eligible persons. These funds are available for continuing education and job related seminars, exclusive of mandatory education, that have been properly approved by the Hospital.

Where a program is mandatory, the Hospital will pay for the time in attendance at the program.

### **20.03.**

**Tuition/Certifications Reimbursement** – Full-time and regular part-time employees who have completed one hundred eighty (180) calendar days of employment may request assistance for tuition, certification or certificate expenses incurred while attending education programs which

may help in current or future jobs in the Hospital.

The application form must be completed by the employee and sent to Human Resources no earlier than 120 days prior to, and no later than 30 days after, the start of the applicable semester/term. If approved, the monetary assistance will be paid upon proof of successful completion of the course.

The Hospital may deny continuing education or tuition reimbursement requests for good reason.

The annual limits for tuition reimbursement will be as follows:

<b>FTE</b>	<b>Annual Tuition Limit – Associates and Bachelors</b>	<b>Annual Tuition Limit – Masters and Doctorate</b>	<b>Annual Certification Limit</b>
.85 rounded and above	\$3,000	\$5,000	\$500
.5 - .849 FTE	\$1,500	\$2,500	\$300

## **ARTICLE 21 – EXPENSES FOR APPROVED CONVENTIONS AND INSTITUTES**

If, at the request of the Hospital, an employee attends a convention or a training institute, all reasonable and necessary expenses incurred for travel and attendance at the convention or training institute will be paid by the Hospital, including lodging and meals. In addition, tuition and/or registration expenses for the convention or institute will be paid by the Hospital. After the institute or convention, it will be necessary for the employee to provide the Hospital with receipts of expenses and proof of attendance within 90 days following completion of the business travel. Only approved expenses will be paid and reimbursed.

## **ARTICLE 22 – WAGES AND BENEFITS**

### **22.01.**

Effective as of the first day of the third full pay period after ratification of this Agreement, every bargaining unit employee will be paid at least the minimum rate of pay for the wage scale applicable to their classification.

### **22.02.**

Employees shall receive wage increases during the term of the Agreement as set forth below. For employees on a leave of absence at the time of any wage increase, such increase will be effective on the first day of the first full pay period following return from the leave of absence. The parties understand that the effective date of any increase is different than the implementation date. The rates will be effective on the stated effective date, but may take longer to be programmed and

implemented (especially any increases in the first year).

No employee shall have their pay rate decreased as a result of implementation of this new Agreement.

Year 1:

Effective as of the first day of the second full pay period after ratification of this Agreement ("Wage Effective Date"), the wage scales below shall become effective. On the Wage Effective Date, employees will be placed on the scales as follows:

Full-time and part-time RNs employed by the Hospital as of the Wage Effective Date will be placed on the wage scale based on Years of Licensure. The term Years of Licensure shall be defined as the amount of full calendar years from the RN licensure date to August 1, 2025. For example, an RN with an RN licensure date of March 1, 2009, will be credited with sixteen (16) Years of Licensure and placed at step 16 of the wage scale as of the Wage Effective Date. The Hospital will have the sole discretion in evaluating and determining the amount of credit provided for a RN license obtained in a location outside of the United States. No RN shall have their pay rate decreased as a result of implementation of this new wage scale. If placement on the wage scale would result in a decrease, or would result in an increase that is less than 3%, the RN will be placed at the step on the wage scale that results in at least a 3% increase (not to exceed the top step). If an RN receives a wage increase that is less than 3% as a result of being placed on the top step of the new scale, the RN will receive the remainder in a lump sum (e.g. if placement results in a 2% increase, the RN will also receive a 1% lump sum).

RNs hired following the Wage Effective Date, will be placed on the wage scale based on the amount of full calendar years from their RN licensure date to their date of hire. The Hospital will have the sole discretion in evaluating and determining the amount of credit provided for a RN license obtained in a location outside of the United States.

For RNs employed on or before the Wage Effective Date, any and all grievances challenging a RN's placement on the wage scale must be filed within sixty (60) calendar days of the first pay date that includes the new wage rate. For RNs hired after the Wage Effective Date, or RNs on a leave of absence on the Wage Effective Date, any and all grievances challenging a RN's placement on the wage scale must be filed within sixty (60) calendar days of the first pay date that includes their new wage rate. The Hospital and the Union agree that any and all such grievances filed after the sixty (60) calendar day deadline are not arbitrable and will not be submitted to arbitration. An arbitrator shall not have jurisdiction to hear such grievances. Grievances filed within the sixty (60) calendar day deadline shall be initiated at Step 3 of the CBA's Grievance Procedure.

Year 2:

Effective on the first day of the first full pay period following the one year anniversary of the Wage Effective Date, bargaining unit employees will move to the Year 2 scale and advance one step. For example, an RN on step 6 in Year 1 will move to step 7 on the Year 2 scale. Employees

at the top of the scale will move to the top of scale rate on the Year 2 scale and receive a 1.5% lump sum.

Year 3:

Effective on the first day of the first full pay period following the two year anniversary of the Wage Effective Date, bargaining unit employees will move to the Year 3 scale and advance one step. For example, an RN on step 7 in Year 2 will move to step 8 on the Year 3 scale. Employees at the top of the scale will move to the top of scale rate on the Year 3 scale and receive a 1.5% lump sum.

**Wage Scales:**

<b>Year One</b>			
	<b>501</b>	<b>502</b>	<b>503</b>
1	\$36.00	\$37.50	\$38.00
2	\$36.54	\$38.06	\$38.57
3	\$37.09	\$38.63	\$39.15
4	\$37.65	\$39.21	\$39.74
5	\$38.21	\$39.80	\$40.34
6	\$38.78	\$40.40	\$40.95
7	\$39.36	\$41.01	\$41.56
8	\$39.95	\$41.63	\$42.18
9	\$40.55	\$42.25	\$42.81
10	\$41.16	\$42.88	\$43.45
11	\$41.78	\$43.52	\$44.10
12	\$42.41	\$44.17	\$44.76
13	\$43.05	\$44.83	\$45.43
14	\$43.70	\$45.50	\$46.11
15	\$44.36	\$46.18	\$46.80
16	\$45.03	\$46.87	\$47.50
17	\$45.71	\$47.57	\$48.21
18	\$46.40	\$48.28	\$48.93
19	\$47.10	\$49.00	\$49.66
20	\$47.81	\$49.74	\$50.40
21	\$48.53	\$50.49	\$51.16
22	\$49.26	\$51.25	\$51.93
23	\$50.00	\$52.02	\$52.71
24	\$50.75	\$52.80	\$53.50

<b>Year Two</b>			
	<b>501</b>	<b>502</b>	<b>503</b>
1	\$36.54	\$38.06	\$38.57
2	\$37.09	\$38.63	\$39.15
3	\$37.65	\$39.21	\$39.74
4	\$38.21	\$39.80	\$40.34
5	\$38.78	\$40.40	\$40.95
6	\$39.36	\$41.01	\$41.56
7	\$39.95	\$41.63	\$42.18
8	\$40.55	\$42.25	\$42.81
9	\$41.16	\$42.88	\$43.45
10	\$41.78	\$43.52	\$44.10
11	\$42.41	\$44.17	\$44.76
12	\$43.05	\$44.83	\$45.43
13	\$43.70	\$45.50	\$46.11
14	\$44.36	\$46.18	\$46.80
15	\$45.03	\$46.87	\$47.50
16	\$45.71	\$47.57	\$48.21
17	\$46.40	\$48.28	\$48.93
18	\$47.10	\$49.00	\$49.66
19	\$47.81	\$49.74	\$50.40
20	\$48.53	\$50.49	\$51.16
21	\$49.26	\$51.25	\$51.93
22	\$50.00	\$52.02	\$52.71
23	\$50.75	\$52.80	\$53.50
24	\$51.51	\$53.59	\$54.30

<b>Year Three</b>			
	<b>501</b>	<b>502</b>	<b>503</b>
1	\$37.09	\$38.63	\$39.15
2	\$37.65	\$39.21	\$39.74
3	\$38.21	\$39.80	\$40.34
4	\$38.78	\$40.40	\$40.95
5	\$39.36	\$41.01	\$41.56
6	\$39.95	\$41.63	\$42.18
7	\$40.55	\$42.25	\$42.81
8	\$41.16	\$42.88	\$43.45
9	\$41.78	\$43.52	\$44.10
10	\$42.41	\$44.17	\$44.76
11	\$43.05	\$44.83	\$45.43
12	\$43.70	\$45.50	\$46.11
13	\$44.36	\$46.18	\$46.80
14	\$45.03	\$46.87	\$47.50
15	\$45.71	\$47.57	\$48.21
16	\$46.40	\$48.28	\$48.93
17	\$47.10	\$49.00	\$49.66
18	\$47.81	\$49.74	\$50.40
19	\$48.53	\$50.49	\$51.16
20	\$49.26	\$51.25	\$51.93
21	\$50.00	\$52.02	\$52.71
22	\$50.75	\$52.80	\$53.50
23	\$51.51	\$53.59	\$54.30
24	\$52.28	\$54.39	\$55.11

Current Job Title	Proposed Job Title	Pay Grade
Graduate Nurse (Union)	Graduate Nurse	501
RN I (Union)	RN-Registered Nurse	
RN Wknd 12 Hr (Union)	RN-Registered Nurse	
RN-MS Care Coord (Union)	RN - MS Care Coord	
RN-Cardiac Rehab	RN-Cardiac Rehab	
RN-Clinic	RN-Clinic	
RN-Med Surg	RN-Med Surg	
RN-Surgery Pre Admission	RN-Surgery Pre Admission	
Breast Health Nurse (Union)	Breast Health Coord	502
RN-Behavioral Health	RN-Behavioral Health	
RN I-OR (Union)	RN - Operating Room	503
RN-Endoscopy	RN-Endoscopy	
RN I-ER (Union)	RN - Emergency Dept	
RN II Wknd 12DayOpt2-ER Union	RN - Emergency Dept (WOW)	
RN I-ICU (Union)	RN - ICU	
RN II Wknd12DayOpt2 ICU-Union	RN - ICU (WOW)	
RN I-Interventional (Union)	RN - Interventional	
RN I-Cardiovascular (Union)	RN - Cardiovascular	
RN I-PACU (Union)	RN - PACU	

**PRN Wage Rates:**

As of the Wage Effective Date, PRN rates shall be as follows:

<b>Year 1</b>			
<b>PRN</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
<b>501</b>	\$44.53	\$46.65	\$48.77
<b>502</b>	\$46.38	\$48.59	\$50.80
<b>503</b>	\$47.00	\$49.24	\$51.47

Year 2:

Effective on the first day of the first full pay period following the one year anniversary of the Wage Effective Date, the PRN rates shall increase by 1.5%.

Year 3:

Effective on the first day of the first full pay period following the two year anniversary of the Wage Effective Date, the PRN rates shall increase by 1.5%.

**22.03.**

**Interpretation Services.** An employee who is asked by a member of Hospital management prior to providing interpretation services, 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 documentation must be in the chart and must adhere to all regulatory requirements. The 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.

**22.04.**

**Payroll Deduction for Uniforms.** Employees may purchase up to two (2) uniforms in a calendar year through a payroll deduction the employee would authorize in writing when the uniform was ordered. Ten Dollars (\$10.00) is the minimum deduction amount in a pay period. Six (6) is the maximum number of pay periods within which the employee must repay the cost of uniforms. New hires will be given two (2) uniforms. Should the Hospital add an additional uniform requirement, employees would be given two sets of the newly required uniforms.

**22.05.**

**SuccessFactors Program/Merit Evaluations.** Management may conduct performance evaluations and may use whatever reasonable process/metrics it wishes so long as the process is not otherwise in conflict with the Agreement.

## **22.06**

**Placement on the scale for transfers from other Ascension facilities.** Employees transferring from another Ascension location will either (1) be placed on the wage scale in accordance with their Years of Licensure or (2) maintain their current hourly rate of pay, whichever is higher.

## **22.07**

**Certification Pay.** Full-time and part-time bargaining unit employees who have completed their probationary period shall be eligible to receive an annual lump sum bonus, with the gross amount equal to four percent (4%) of their standard scheduled hours multiplied by the average hourly rate of the bargaining unit. The average hourly rate of the bargaining unit shall be computed by taking the average hourly wage of all employees who appear on the active associate roster that is regularly provided by the Labor Relations Partner for the period in which the request is made. In order to be eligible to receive the bonus, employees must complete all of the following:

1. Submit a proposed certification, certificate, or similar course for skill or educational advancement to the PDM Committee for consideration. The certification, certificate, or course must be above and beyond any certifications required for the particular classification. If certifications are added after the effective date of this Agreement to those currently required for a bargaining unit position, those certifications added after the effective date of this Agreement will not be excluded from being eligible for Certification Pay. Certification and career development shall mean a nurse who chooses to take an extra step in their education to prove their competence and dedication to their chosen nursing field. Certifications shall be those offered by a nurse specialty association, the American Nurses Credentialing Center, or any other certification, certificate, or course as approved by PDM Committee. The PDM Committee shall be comprised of the Union Chapter President, two bargaining unit employees appointed by the Union Chapter President, and two members of Hospital leadership.
2. The PDM Committee will review the proposed certification, certificate, or course, and make a recommendation by majority vote to the Hospital President regarding whether the certification is relevant and beneficial to the applicable Hospital department needs. The Hospital President will consider the recommendation from the PDM Committee and determine whether such certification is eligible for this certification bonus. The Hospital President will not deny the recommendations of the PDM Committee in a manner that is arbitrary and capricious. The employee will be notified within sixty (60) days of their submission.
3. Employees must submit proof of certification after completion in order for the bonus to be paid.
4. Employees must re-submit proof of current certification each year, no later than the last day in March. Certification bonuses will be paid each year on the first pay date following the anniversary of the Wage Effective Date.

5. Employees are only eligible for one certification bonus each calendar year.

## **ARTICLE 23 – GRIEVANCE PROCEDURE**

(a) **Definition:** The grievance procedure will be the means of resolving a dispute arising under and during the term of the Agreement, with respect to the interpretation or application of a specific provision of this Agreement and any Hospital Policy that is specifically referenced in this Agreement. The Parties agree that grievances and grievance answers will be submitted electronically (e.g. email). If the Hospital develops an electronic grievance process/system, the Parties agree to meet and discuss a plan for the Union to submit all grievances utilizing the established process.

(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 manager 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 manager 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.

**Step Two:** Grievances unresolved at Step One may be submitted in writing to the department Director or designee (unless they addressed the grievance in Step One) within ten (10) calendar days of the receipt of the answer in Step One. The Director or designee will meet with the employee and Union representative within fourteen (14) calendar days to discuss the grievance. The Director or designee will respond in writing within seven (7) calendar days from the date of the meeting.

**Step Three:** In addition to discharge and suspension, other grievances unresolved at the preceding step may be submitted in writing to the Labor Relations Partner or designee, within ten (10) calendar days of receipt of the answer in Step Two. Such Hospital representative will meet with the employee and Union representative within seven (7) calendar days to discuss the grievance. Such Hospital 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 Four, 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 at Step Three. 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 Parties shall attempt to mutually agree upon an arbitrator. If the Parties fail to agree on an arbitrator within ten (10) calendar days, the Union must submit the matter to FMCS and request a panel of five arbitrators. The parties shall strike the panel in alternating order, using a coin flip to determine which party strikes first, and the last remaining arbitrator on the list shall be appointed.

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

(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 Hospital.

(e) The decision of the arbitrator, if within the arbitrator's authority, shall be final and binding upon the employee, the Hospital 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 their 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, they 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 Hospital 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 Hospital for any period of time more than fourteen (14) calendar days before the filing of the grievance, 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, unless Federal or State law or administrative regulation provide for a greater remedy, in which case the arbitrator, upon finding a violation of both contract and law, shall be empowered to provide the full remedy permitted by law or regulation. The decision of the Arbitrator shall be presented in written form, and shall be final and binding on the Hospital, the Union and the affected employee(s).

## **ARTICLE 24 – UNION ACTIVITIES**

### **24.01.**

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 the Labor Relations Partner of their visit prior to entering the facility. Non-employee union representatives will make reasonable efforts to provide the Labor Relations Partner with 24 hours' notice prior to entering the facility whenever practicable. When practicable, non-employee Union representatives will notify the Labor Relations Partner of the purpose and duration of the representative's visit. The Union agrees not to interfere with the progress of work or the conduct of the Hospital's business. The Union agrees not to enter immediate patient care areas of the Hospital.

Upon request, arrangements will be made by management to provide a room in the Hospital on a space available basis. 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 Hospital's business.

The Union will send to the Hospital a list on a quarterly basis naming employee Union representatives.

### **24.02.**

The Hospital agrees to recognize not more than nine (9) employee Union representatives in the bargaining unit 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 Labor Relations Partner of the Hospital 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 Hospital 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.

The Union will send to the Hospital a list on a quarterly basis naming employee Union representatives.

### **24.03.**

No Union Steward or other employee acting on behalf of the Union may leave their job to investigate or otherwise handle grievance matters during working hours, unless prior permission has been obtained from their 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. Union Stewards may conduct Union business while "on the clock." However, time spent conducting Union business must be reasonable and should not

interfere with work assignments or patient care responsibilities.

**24.04.**

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 Hospital. 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 Hospital.

**24.05.**

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

**24.06.**

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 the Human Resources Department. 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. The Hospital retains the discretion to remove any Union postings on the bulletin board that it deems to be derogatory.

**24.07.**

**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.

**24.08.**

**Labor-Management Meetings.** In the interest of maintaining channels of communication, the Labor Relations Partner or designee, if requested, shall on a monthly basis (except in July and December) meet 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 twenty-four (24) paid hours per calendar year will be provided for bargaining unit employees who participate in monthly Labor/Management meetings.

**24.09.**

**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 Nursing 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, up to a maximum of 320 total hours for the bargaining team.

## **ARTICLE 25 – 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 Hospital from time to time.

**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 promptly report the situation to the supervisor. The employer shall correct the unhealthy or unsafe condition promptly.

The Union may appoint one (1) bargaining unit employee to represent the Union as a regular member of each of the following committees: Infection Control, Patient Safety and Environment of Care. The Union may appoint two (2) bargaining unit employees to represent the Union as regular members of the TCAB committee.

Each employee shall receive the same mandatory immunizations, vaccinations, and screening programs as required of similarly situated, hourly, non-bargaining unit Ascension Wisconsin employees. These programs are in place to promote and protect the safety and wellbeing of both employees and patients.

The Hospital will prohibit weapons in its facility.

## **ARTICLE 26 – 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 Hospital 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 27 - FEEDBACK**

### **27.01.**

New employees will receive feedback prior to completion of probation.

### **27.02.**

Additional performance evaluations pursuant to the SuccessFactors Program will be:

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.

### **27.03.**

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.

### **27.04.**

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.

### **27.05.**

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

## **ARTICLE 28 – 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 29 - 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 30 – WAIVER OF BARGAINING**

The parties intend to wipe the slate clean and agree that any letters of understanding, and other agreements that pre-date the effective date of this Agreement are terminated, except for those practices or understandings which are specifically set forth in this Agreement. This constitutes the entire Agreement between the Hospital and the Union upon the subjects of wages, hours and working conditions. During the term of this Agreement, the Hospital 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 31 – P.R.N.**

**31.01.** The provisions of the Agreement apply to PRN Nurses subject to the terms and conditions set forth below.

### **31.02.**

#### **Employment Transactions.**

1. PTO benefits earned but not taken will be paid at the time of transfer from full or part time status to PRN.
2. No benefits are accrued while employed as PRN, except for Retirement Benefits under

Article 17 until December 31, 2016 and thereafter as provided for in the applicable Plan documents.

**31.03.**

**Scheduling.**

1. To receive pre-scheduled assignments, PRNs submit shift availability on availability forms, prior to due date identified to the Nursing Office Secretary, or the Nursing Director/Manager.
2. PRN assignments will be determined by coordinating Hospital needs with member availability. Regular staff will be scheduled before PRN. Scheduled hours will be confirmed as soon as possible by the Nursing Office Secretary, or the Nursing Director/Manager. Confirmed hours will be added to the posted schedule and will be maintained unless changed by agreement with the employee. Nothing in this section shall prevent the employer from canceling scheduled PRN hours due to staffing needs.
3. PRNs may be called upon to fill staff needs at times other than indicated on the availability form. Every effort should be made to work the schedule requested.
4. PRNs will be compensated a flat base pay rate according to work commitment:

<b>Work Guidelines</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
<b>Hours Commitment</b>	3 full shifts per 6-week schedule	6 full shifts per 6-week schedule	10 full shifts per 6-week schedule
<b>Weekend Commitment</b> <i>Weekend defined as: 7:00 pm Friday to 7:00 pm Sunday</i>	Minimum of 1 weekend shift per 6-week schedule	Minimum of 2 weekend shifts per 6-week schedule	Minimum of 3 weekend shifts per 6-week schedule
<b>Holiday Commitment</b> <i>7:00 pm prior to designated Holiday to 7:00 pm on the designated Holiday Exception: For Christmas and New Years Day Holidays, holiday time period will start at 3:00 pm prior to designated holiday and end at 7:00 am the day after the holiday</i>	Required to work 1 holiday shift from Holiday Option A	Required to work 2 holiday shifts: 1 shift from Holiday Option A 1 shift from Holiday Option B	Required to work 3 holiday shifts: 2 shifts from Holiday Option A 1 shift from Holiday Option B

<b>Holiday Options</b>	
<b><u>Option A</u></b>	<b><u>Option B</u></b>
Thanksgiving Eve Thanksgiving Day after Thanksgiving Christmas Eve Christmas Day New Years Eve New Years Day	Martin Luther King Day Good Friday Fourth of July Memorial Day Labor Day

## Guidelines

1. The PRN has met the minimum shifts requirement if the Hospital has no need to have the employee actually work.
2. If pre-scheduled hours are canceled by the Hospital, then those hours will be counted toward meeting minimum hour requirements.
3. When staff needs necessitate cancellation of prescheduled shifts, cancellations will be made by department in inverse order of seniority on a rotating basis. Assignments will be made to fill in vacancies, if any, based on skill and ability.
4. If canceled at the beginning of a shift, PRN may be required to remain on-call for the duration of the scheduled shift. Cancellation will not occur in four-hour increments in the middle of a twelve-hour shift.
5. PRN employees may sign up for on-call hours provided the employee has committed to work at least the Hours Commitment required in the Work Guidelines above. However, in departments that are Monday through Friday with a regular call requirement, PRN employees may sign up for on-call shifts and those on-call shifts shall count towards the Hours Commitment in their relevant Work Guidelines.
6. If a PRN associate does not meet the Tier 1 minimum commitment work schedule during the previous 6 month period and is not on an approved leave, it will be considered a voluntary termination and the PRN must go through the rehire process to be reinstated in a PRN position.
7. A Commitment Tier 2 or Commitment Tier 3 PRN associate who does not meet the required shift requirement but works three shifts per schedule in the previous 6-month period will be moved to Commitment Tier 1. If the PRN works six shifts per schedule instead of their required shift commitment in the previous 6-month period, they will be moved to Commitment Tier 2.

### **31.04.**

#### **Status Change.**

Status change of employees either to or from regular positions to PRN positions will be effective only at the beginning of a pay period.

### **31.05.**

#### **Rules and Regulations.**

1. PRNs may not be assigned to work at the Hospital through any temporary employment agency.

2. PRNs may trade scheduled assignments at any time, with advance notice to and approval from the Unit/Department Manager.

3. Any un-approved cancellations of accepted, prescheduled assignments by a PRN may result in termination.

4. Failure to report for an accepted assignment without notice will result in termination from unless, in the judgment of the Nursing Director/Manager sufficient excuse is presented.

### **31.06.**

#### **Vacancies.**

PRNs cannot be used to circumvent posting of a regular position.

## **ARTICLE 32 – DISCIPLINE/DISCHARGE**

### **32.01**

**Discipline/Discharge.** The Hospital shall not discharge or discipline any employee except for just cause. As one example, just cause is automatically established when the Hospital 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 3 of the grievance Procedure within eight (8) 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.

### **32.02.**

**Attendance.** Employees are subject to the Hospital's Attendance Policy, on the same terms and conditions as other hourly Hospital employees. An additional part of the attendance control policy is the following carryover language from the prior policy. A Department Director or designee may evaluate each case of excessive absenteeism and/or tardiness using reasonable discretion based on the merits of each situation and any extenuating circumstances. For example, an individual's prior good attendance record over a long period of time may be a mitigating factor in justifying some modification of the actions taken in a situation involving excessive absenteeism/tardiness. Evidence of good faith efforts to solve the cause of excessive absenteeism/tardiness may be considered by the organization in determining disciplinary action.

### **32.03.**

**Right to Representation at Investigatory 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.

**32.04.**

**Personnel Records.** An employee and/or their representatives designated in writing shall have the right to review their personnel file and may have a copy made of all or any portion. The employee or employee's designee may make two (2) such inspections in a year. 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 twenty-one (21) calendar days of the Employer becoming aware of the incident in question. However, the time frame can be extended with notice to the Union to thirty (30) days if the investigation is ongoing. If an employee has incurred no further disciplinary action within one (1) year from the last disciplinary incident, any written warnings 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.

**32.05.**

**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 33 – ROLE OF THE REGISTERED NURSE**

**33.01.**

The parties recognize the importance of providing the patients with safe and competent care. The Hospital has the responsibility and the authority for providing sufficient facilities and equipment for quality nursing practice and performance within the Hospital, in accordance with applicable accreditation authority (TJC and DHSS). Registered Nurses will cooperate with the Hospital in fulfilling the responsibilities for nursing practice at the Hospital and the Hospital will support the RN in providing nursing care.

**33.02.**

A Registered Nurse should assess, plan, implement, evaluate and document the total nursing needs of the patient.

- (a) Assessment is the systematic and continual collection and analysis of data about the health status of a patient, culminating in the formulation of a nursing diagnosis.
- (b) Planning is developing a nursing plan of care for a patient, including goals and priorities derived from the nursing diagnosis.
- (c) Implementation is the direct administration of care, or the direction and supervision, of nursing acts delegated to R.N.'s, L.P.N.'s or less skilled assistants.
- (d) Evaluation is the determination of the patient's progress or lack of progress toward goal achievement, which may lead to modification of the nursing diagnosis.
- (e) Documentation is the systematic gathering and recording of information about the patient, which will assist the nurse in planning care of the patient.

**33.03.**

The Registered Nurse shall, accordingly, among other duties and responsibilities:

- (a) perform assigned nursing duties in accordance with the Hospital's standards of nursing practice and in accordance with nursing practice policies as promulgated by the Hospital from time to time;
- (b) perform and/or supervise therapeutic measures prescribed and/or delegated by medical authority. In the performance of delegated medical acts in the treatment of patients, the Registered Nurse shall observe the standards of practice prescribed by the Board of Nursing of the State of Wisconsin;
- (c) demonstrate proper clinical judgment; and
- (d) assume charge responsibility when so assigned, or when necessary, in the nurse's own unit or a unit similar to the one they are normally assigned to.

**33.04.**

**Charge Nurse.** Qualified employees may be assigned Charge Nurse responsibilities on a temporary or permanent basis. The Charge Nurse acts as lead person and as advisor to other RN's and personnel on the unit during the absence of the manager. Charge Nurse responsibilities include:

- (a) Making personnel assignments of Registered Nurses, LPN's, technicians, and

Nursing Assistants to achieve proper patient care, exercising proper judgment as to acuity, continuity, patient needs, staff experience and training.

(b) Adjusting assignments during the course of the shift, as necessary.

(c) Assigning breaks and lunches and attendance at in-service education and/or meetings.

(d) Receiving report on all patients, for an overview of the unit, insuring that reports are timely handled.

(e) Acting as resource person for the unit to which assigned.

(f) Acting on problems concerning patients, physicians, staff, and visitors and taking appropriate action, including immediate action as authorized from time to time, or making recommendation to higher authority to correct problems.

(g) Personally handling or delegating:

1. Checking the Code 4 Cart.

2. Orienting Internal Pool personnel on the unit.

(h) Except in Emergency and Outpatient Departments, the Charge Nurse shall not be responsible for arranging the staffing but might assist for the following shift. However, the Charge Nurse must inform the supervisor of perceived staffing needs for the following shift.

(i) While acting as Charge Nurse, the nurse will receive a premium of \$1.50 per hour.

(j) Performing other duties as assigned.

(k) The charge nurse shall be assigned to only one department during their shift (i.e. 3 North, 3 West, and 3 South are one department).

### **33.05.**

**Non-Nursing Functions.** The nurse will not regularly be required to perform the routine duties of ancillary personnel and other departments' employees. However, if something must be done promptly as a part of good patient care, and if there is no ancillary or other appropriate personnel available to perform this task, the nurse will be expected to perform it, with the understanding that established nursing practice takes priority over other duties.

### **33.06.**

The AAU nurse, whose primary assignment is to respond to MRT/-strokes on an assigned shift, will receive a premium of \$1.00 per hour.

**ARTICLE 34 - DURATION**

This Agreement shall be effective as of the date of ratification [August 21, 2025], for a period of three years from the date of ratification [August 20, 2028]. This Agreement 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 Hospital 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 forty-five (45) 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.

**Ascension-St. Francis Hospital:**

Signature: Printed Name: Date:

**Wisconsin Federation of Nurses & Health Professionals, Local 5000, AFT, AFL-CIO (Registered Nurse Chapter):**

Signature: Printed Name: Date:

Signature: Printed Name: Date:

Signature: Printed Name: Date:

## APPENDIX I

### RN WEEKEND PROGRAM AGREEMENT FORM – St. Francis Hospital

*Employee Name:* \_\_\_\_\_  
*Please Print*

This program is for RNs who agree to the terms of this program by completing and signing this form. All Agreement forms must be reviewed by management and receive an approval signature to insure that the Weekend Program meets the current and anticipated needs of the department or Hospital by supporting master staffing, scheduling and productivity standards. Employees with recent disciplinary actions, performance counseling, or similar concerns may be excluded from participation.

By completing this Agreement form, I hereby agree to the following:

1. **I understand the terms of the following Weekend Program and agree to remain in the selected program for a minimum of 6 months. (Please place a ☐ mark next to the program that you wish to enroll in).**

Work 11 out of 12 weekends		
Shift Option	Dif/HR	<input type="checkbox"/> Selection
12 Hour Day/PM	\$7.00	
12 Hour PM	\$8.00	
12 Hour PM/Night	\$9.00	
8 Hour PM	\$8.00	
8 Hour Nights	\$8.00	

Weekend Program Shifts (Must Equal 24 hours each weekend)							
12 Hour Shifts				8 Hour Shifts			
Shift	Days	Start	End	Shift	Days	Start	End
Day/PM	Saturday, Sunday	7:00 am	7:30 pm	PM	Friday, Saturday, Sunday	3:00 pm	11:30 pm
PM	Saturday, Sunday	11:00 am	11:30 pm	Night	Friday, Saturday, Sunday	11:00 pm	7:30 am
PM/Night	Friday, Saturday, Sunday	7:00 pm	7:30 am				

2. **Weekend Program Differential:** The Weekend Program Differential is paid in addition to the base rate of pay for hours worked during select weekend shifts. No other weekend and shift differentials will be paid while working Weekend Program shifts. Additional weekend shifts (beyond the required 2-12 hour or 3-8 hour shifts) will be paid at the base rate of pay plus appropriate shift differentials. Skills differential will be paid on all shifts.
3. **Holiday:** If a holiday falls on a weekend, the RN in the Weekend Program is required to work the holiday as regularly scheduled.
4. **Schedule Request:** Staff can not use PTO in place of working a required weekend. RNs must work 11 weekends and must use accrued PTO hours for the 12<sup>th</sup> weekend. (Hours paid (PTO plus hours worked) must equal/exceed FTE.)
5. **ABSENTEEISM:** Any pattern of absenteeism may forfeit the nurse from the program. Two incidents within 6 months can result in removal from the Weekend Program.
6. **PTO:** All PTO will be paid at the base rate of pay.
7. **Overtime:** Overtime will be paid for any hours worked in excess of 40 hours per week.
8. **Additional Hours:** Additional hours worked will be paid at the base rate of pay plus any appropriate differentials and/or premium pay.
9. **Premium Pay:** Premium pay will be paid if the RN works more than 2 hours after the end of a Weekend Program shift (SFH Only as of 1/1/2010). Other premium pay programs do not apply to Weekend Program shifts.
10. **Orientation:** Weekend hours worked during orientation will be paid at the base rate of pay.
11. **I understand that this commitment includes** the requirement to be scheduled to work pursuant to the hospital's rules, needs and reasonable discretion to assure the ability to schedule such time in a productive manner. I understand that all participants in this program continue to be subject to the same rules, regulations and policies as all other hospital employees.
12. The Weekend Program Agreement applies only to the terms outlined above, and confers no other rights or obligations upon the parties other than expressly identified herein.

By my signature below, I acknowledge that I have read, understood, and accept the terms as contained within the Weekend Program Agreement Form.

\_\_\_\_\_  
Associate Name

\_\_\_\_\_  
Date

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