

CUMBERLAND MEMORIAL HOSPITAL, INC.

7/1/2023-6/30/2026

RN

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AGREEMENT BETWEEN
WISCONSIN FEDERATION OF NURSES AND
HEALTH PROFESSIONALS, AFT, AFL-CIO
AND
CUMBERLAND MEMORIAL HOSPITAL, INC.

ARTICLE 1
Recognition

Cumberland Memorial Hospital, Inc. (hereinafter referred to as "Facility") recognizes the Wisconsin Federation of Nurses and Health Professionals AFT, AFC-CIO (hereinafter referred to as "Union") as the exclusive collective bargaining representative for the employees in the unit certified by the National Labor Relations Board in Case No. 18-RC-13047, as follows: All registered nurses employed by the Facility at its Cumberland, Wisconsin facility, including graduate nurses; excluding the Chief Operating Officer (COO), Director of Nursing, Certified Registered Nurse Anesthetist, Assistant Director of Nursing, guards, supervisors, and Infection Prevention/Employee Health RN as defined in the Act, and all employees.

ARTICLE 2
Non-Discrimination

Neither the Facility nor the Union shall discriminate against employees on the basis of race, creed, sex, national origin, color, age, handicap, Union status, marital status, gender identity or sexual orientation.

ARTICLE 3
Grievance Procedure

A.(1) Definition. A grievance shall mean a dispute involving interpretation or application of this agreement, or compliance with the provisions of this agreement.

(2) Employees shall be permitted to process grievances during work time with the approval of the immediate supervisor. Such approval shall not be unreasonably denied.

B.(1) Grievance Steps and Procedures. In order to be timely, a grievance of discharge must be filed by the end of the 7th day following the date of discharge or the date of receipt of the written notice of discharge, whichever is later. The steps in the grievance procedure for handling grievances shall be as follows: (except that Group and Discipline Grievances shall begin at Step 2; Discharge Grievances shall begin at Step 3)

Step 1. The aggrieved employee shall present the grievance to his/her immediate supervisor within fifteen (15) days from the date of the occurrence of the circumstance or event which is the subject matter of the grievance, or fifteen (15) days from the date that the employee could reasonably have known of the subject matter of the grievance. The grievance may be presented orally or in writing, at the grievant's option. Grievances not presented within such fifteen (15) day period of their occurrence as above described shall be barred. The supervisor shall respond within five (5) days orally or in writing, depending on how the grievant presented the grievance.

If the supervisor fails to respond within five (5) days, the union may advance the grievance to the next step.

Step 2. Grievances unresolved at the preceding step may be submitted in writing to the Department Head within five (5) days of receipt of the answer or the date that the answer was due in Step One. The Department Head will respond in writing within five (5) days of receipt of the grievance. The Department Head may request to meet with the grievant and the steward or grievance committee within five (5) days of such meeting. If the Department Head fails to respond within five (5) days, the union may advance the grievance to the next step.

Step 3. Grievances unresolved at the preceding step may be submitted in writing to the Hospital Administrator or his designee within five (5) days of receipt of the answer or the date that the answer was due in Step Two. The Administrator or designee will meet with the grievant and a union representative to discuss the grievance within ten (10) days of receipt of the grievance. The Administrator or designee will respond in writing within five (5) days of the discussion, and the union may advance the grievance to the next step if the Administrator or his designee fails to do so. If the Administrator or his designee fails to respond, the Facility will furnish the union with a position statement prior to any arbitration.

(2) Arbitration. Grievances unresolved at the preceding step may be submitted to arbitration.

The union will notify the Facility in writing within fifteen (15) days of the answer or position statement in Step Three of its intent to arbitrate the matter. Within seven (7) days of the date of notice to arbitrate, the designated Facility representative and a union representative will attempt to mutually agree on the selection of an arbitrator. If, within seven (7) days from the date of notice of intent to arbitrate, the union and the Facility are unable to agree upon an arbitrator, then the union shall petition the Federal Mediation and Conciliation Service and selection of an arbitrator shall be made in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. The party making the first strike will be determined by flipping a coin.

(b) If the parties are unable to agree the selection of the FMCS staff member shall be as follows: Each party shall submit the names of three (3) FMCS staff members; if both parties submit the same name, that person will be considered the selected staff member; if there are no matches, one of the names will be drawn by lot and discarded from further consideration, and the parties will alternatively strike (the order determined by a coin toss) from a list of remaining names until one name remains, who will then be considered the selected staff member.

(c) The arbitrator shall have jurisdiction and authority only to interpret the provisions of this agreement with respect to the dispute, and shall not add to, subtract from or amend any of the provisions of this agreement.

(d) Each arbitration proceeding will be held in such place and at such time as shall be mutually agreed upon by the Facility and the union, and if the parties cannot agree, then the arbitrator shall designate the time and place. The decision of the arbitrator shall be final and binding on both parties. In rendering the arbitrator's decision, the arbitrator shall neither add to, detract from, nor modify any of the provisions of this Agreement.

(e) At any time before the commencement of the hearing, either party may demand that the proceedings be recorded by a court reporter, in which case the party requesting the court reporter shall make the arrangements to secure the attendance of the court reporter to record all the testimony and all the proceedings. The court reporter shall transcribe the notes of the hearing within twenty (20) calendar days from the completion of the hearing, a copy of the transcript shall be furnished to the arbitrator and the cost will be shared equally by the parties. The cost for other copies of the transcript will be borne by the parties requesting the transcript.

(f) All witnesses shall be duly sworn. The arbitrator shall have the power to compel the attendance of witnesses and to require either party to produce records or documents which are pertinent to the dispute. The expense of the arbitrator shall be borne equally by the parties. The parties shall urge the arbitrator to render his decision, which shall be final and binding upon all parties, within thirty (30) days following the arbitration hearing. The arbitrator will have no authority to legislate or change or modify or add to the agreement. The arbitrator shall have the authority to determine arbitrability. Any matter beyond the authority of the arbitrator will be returned without decision or action.

(3) All grievances will be handled solely in accordance with the grievance procedure. Any time limits set forth in the grievance procedure may be modified or extended by written agreement between the parties. However, unless thus modified or extended, failure to observe the time limits set forth in each stage of the grievance procedure will cause the grievance to be deemed satisfactorily adjusted in the status existing at the last prior stage. Time limits set forth shall not include Saturdays, Sundays, or Holidays.

ARTICLE 4

Hours of Work and Overtime

A1. RNs will work up to a 12 hour schedule. Employee's scheduled regularly for 12 hour shifts will only be required to work every third weekend. Employees regularly scheduled to work 12 hour shifts will work 12 hours on their holiday and only be required to work every third holiday. Surgical staff will have an on-call rotation for holidays and will not be scheduled to work. They will only be required to work if called in. At the present time, RNs working in Cardiac Rehab, Wound Care, Infusion, and Oncology will work 8 hour shifts unless otherwise agreed.

A2. The facility or union may consider pilot shift programs. Before beginning any pilot program, the Facility and Union will engage in good faith formal consultation and attempt to agree on a plan. The plan must include 30 days' notice. Absent agreement between the parties, the shift change must follow seniority. Any pilot program must be reviewed with the facility and union every six (6) months.

B. Meals and Rest Periods. The facility will make every reasonable effort to ensure that employees will receive a thirty (30) minute unpaid lunch break for each shift worked that consists of 6 or more hours, in accordance with Federal and State Law. Employees must punch out for unpaid lunch breaks. The facility will make every reasonable effort to ensure that employees receive a fifteen (15) minute rest period for each four (4) hours of work, in accordance with Federal and State Law. Meal and rest periods will be scheduled by each employee's supervisor at reasonable times each day. Rest Periods may not be taken in conjunction with meal periods or at the beginning/ending of the shift. If an employee plans to leave the Facility property during a lunch break or rest period, the employee must notify the supervisor of his/her plans to leave the property. If an employee is leaving the property during a rest period, they must punch out. If the employee is staying on Facility property during a rest period, they need not punch out. The supervisor may require the employee to work during a meal period if patient requirements necessitate this. If any employee is not allowed to take the meal period as scheduled within the shift, the employee will be allowed to eat "on duty" and will be paid for the 30 minute meal period that they did not receive. When an employee works two consecutive shifts of at least 8 hours each, the 2nd shift meal period will be paid if the employee completes the second shift.

C. Overtime. Overtime will be paid only after forty (40) hours of work per week. However, if after their scheduled shift the Hospital requests an employee to stay over, the employee will be paid time and ½ for all additional hours worked if the employee works at least 2 hours beyond their shift in their department. There will be no pyramiding of overtime. Pyramiding of overtime is counting hours already paid at time and ½ toward overtime calculation at the end of the work-week.

D. Weekend definition. For those working 12 hour shifts, a weekend shall be defined for purposes of this section as Friday, Saturday and Sunday. When working the weekend, the employee will work Friday, Saturday and Sunday. On the weekend off, the employee will have Friday, Saturday and Sunday off.

E. Weekend Staffing. The Facility shall make every reasonable effort to grant employees at least every other weekend off if such schedule is consistent to meet minimum staffing requirements. To meet staffing needs, the Facility may request an employee modify his/her weekend schedule. If there is excess staff for the weekend schedule, the more senior employees will be scheduled off.

F. Surgical RNs will not be required to cover non-surgical departments when on call for the weekend. They may, however, be called into a non-surgical department to complete a surgical procedure related to surgical practices commonly performed at Cumberland Healthcare.

ARTICLE 5

Seniority, Layoff, Recall

A. Seniority shall mean the total length of service from the date of hire with the Facility, not including service as a reserve or supervisory employee, in a position covered by this agreement. Seniority shall apply to (a) shift preference, (b) vacancies (c) layoff and recall and (d) vacation selection.

B. A seniority list will also be provided in January and July of the year. Any protest by the Union or by any employee to the seniority list shall be made within thirty (30) days after the date of furnishing the same by the Facility, and if no protest is made, such list shall become final at the end of thirty (30) days. For employees on approved leave of absence the thirty (30) day period shall commence upon return to work.

C. Seniority shall be lost and the employee shall be terminated upon:

1. Voluntary quit or retirement;
2. Discharge for just cause;
3. Unauthorized absence from work for more than two (2) consecutive working days without notification;
4. Failure to report for work from layoff within ten (10) consecutive days after being recalled by the Facility, via a certified letter to the employee's last known address;
5. Exceeds a leave of absence or extension of such leave without written approval of the Facility;

6. Accepts position with another Facility while on leave of absence without permission from the Facility;

7. Is laid off in excess of twelve (12) months;

D.(1) If it becomes necessary to reduce the work force in the bargaining unit on a day-by-day basis (low census), cut order will be as follows:

1. Those into or going into overtime within that work-week based on worked hours and their schedule.

2. Those that volunteer based on who requests first. If the request is simultaneous, the most senior person

3. Reserve/Per Diem Staff

4. By rotation

5. By reverse seniority

Employees may be retained due to a special skill. The facility will consider work options, including available work in another department for what an employee is qualified for, if they are facing a cut. The facility will use good faith efforts to limit employee cuts to no more than 16 hours per pay period for low census.

If an employee is cut due to low census, the employee shall be placed on call, at the discretion of the Facility. If the employee is called-in or is on call, that employee shall receive time and one half (1 ½) for their hours worked with a minimum of two (2) hours of work, or two (2) hours of pay. If the call-in is for less than two hours of work, the employee will be paid two (2) hours of pay; however, benefits will only be accrued on actual work time. Employees may use accrued PTO to replace cut hours or take the time off as unpaid time at their option. If an employee chooses to take PTO, they may not also enter Low Census into the Time and Attendance System.

When an employee is cut, it is usually at a minimum of 2 hours prior to the start of the shift. But, if between the time of the cut call and the start of the shift the employee is called back in, as long as they are called back in within the start of the shift, they will receive straight pay without time and ½ or Call-in Bonus.

D.(2) If an employee is to be laid off for a period of time longer than three (3) days, such employees shall be given at least forty-eight (48) hours notice of such layoff. The Facility will first seek volunteers to be laid off. If an employee chooses to voluntarily be laid off, they will be placed on the call-back list. If an employee facing layoff wishes to bump another employee, they may do so provided they are qualified for the position and they are willing to accept the other employee's hours and the FTE associated with them. This may include a change in weekends and/or shift. Employees may not bump portions of other FTEs. An employee must be qualified to perform the essential job functions of the position. You may be required to complete a new back evaluation. If there is documentation establishing that the employee is not qualified to perform the job, the employee may not bump into such position. An employee may bump for equal or less than their current FTE, but not for greater. If only a portion of than employee' position is being laid off, that employee may bump for their total FTE status or just

the portion. Employees will be retained due to special skills. These are special skills that you must presently have when the bumping occurs. They include the following: ER, OB, OR, Infection Prevention, Wound Care, and Infusion/Oncology. Those that are currently orienting into a special skill position at the time of the bumping will be protected from being bumped. In most circumstances, the orientation following the bump will need to be able to be completed within 2 weeks. Consistent with past practice, orientation may be extended at the Supervisor's discretion.

D.(3) Employees will be recalled from layoff by seniority, providing the employee has the necessary skill and experience to perform available work and accepts the position available. All laid off employees will be recalled before any employees are hired from outside of the organization, unless laid off employees do not possess the skill and/or experience to perform available work. The recall procedure shall be that employees on the recall list shall be recalled first. Once the recall list has been exhausted, the position shall be posted pursuant to the contract. If the position that the employee is recalled for is less than their FTE that was laid off or if the position is different from the position that was laid-off, then the employee may decline the recall and remain on the recall list. If the FTE and the position are equal to what was laid off, regardless of shift or department, and the employee declines, they will be removed from the recall list. The recall process will continue for 12 consecutive months following the layoff. After 12 consecutive months, an employee will be removed from the recall list. Employees may not be recalled into a position containing a greater FTE than what was laid-off.

If an employee bumps for a position or accepts another position within the organization that contains 100% of their laid-off FTE, then that employee will not have recall rights. If an employee accepted or bumped for a position in which they only have a portion of their laid-off FTE, then they do have recall rights up to their laid-off FTE.

E. Employees will be classified as either full-time, part-time, per diem or reserve.

(1) Full-time employees are those who are normally scheduled to work at least sixty (60) hours per pay period (.75-1.0 FTE). They receive the full benefits provided in this agreement, except as this agreement may provide for probationary full time employees not to receive certain benefits.

(2) Part-time employees are those who are normally scheduled to work 40-59 hours per pay period and receive pro-rated benefits (.5-.74 FTE).

(3) Per Diem employees hold an FTE status less than .5. Per diem employees are not eligible for employee benefits except otherwise specifically provided for in this agreement. They do not accrue PTO. Per diem employees are compensated 20% more than their hourly wage on the union wage grid. Per diem employees shall maintain previously acquired seniority and shall accrue seniority while classified as a per diem employee. A per diem position is reserved for a difficult to fill schedule at the discretion of management.

(4) Reserve employees are those who do not work on a regularly scheduled basis, but are scheduled from time to time according to the mutual convenience of the facility and employee. Reserve employees are required to submit a calendar of dates that they are available to work 2 weeks prior to the posting of the schedule. 48 hours or 4 shifts must be included in those dates per quarter, of which 24 hours or 2 shifts must be over a weekend (if their department works weekends), unless other arrangements are agreed upon. If they are not available for the particular schedule, they are still expected to submit that information.

Total facility availability submitted will count toward the quarterly requirement. If an employee repeatedly fails to submit their available dates two weeks prior to the posting of the schedule, the employee will be removed from the Reserve List

Reserve employees are not eligible for employee benefits except as otherwise specifically provided for in this agreement. Reserve employees are compensated 20% more than their hourly wage on the union wage grid. Reserve employees shall maintain previously acquired seniority but shall not accrue seniority while classified as a reserve employee.

Reserve employees who fail to maintain their competency will receive a notice of deficiency. After 30 days, if they have not met their competency, they will be removed from reserve status within the discretion of the Department Leader.

Anytime an employee is removed from the Reserve list, they will be notified in writing by the facility. The facility will take into account extenuating circumstances, including but not limited to extended absence from the facility service area, extended illness and/or absence of available shifts.

If an employee wishes to request a change in status to Reserve, they must do so at least two weeks prior to the end of the current schedule and they must finish out the current schedule.

(6) Job Classification Graph:

Classification	PTO	Seniority Accrual	Scheduled FTE	20% Premium Pay
Full-time	Yes	Yes	Yes	No
Part-time	Yes	Yes	Yes	No
Per Diem (less than .5 FTE)	No	Yes	Yes	Yes
Reserve	No	No	No	Yes

(7) An employee may request a review by the Facility comparing hours worked by such employee with that employee's employment status (full-time, part-time, part-time no benefits and reserve). The employee's employment status will be reviewed for purposes of determining benefits, contribution amounts and eligibility for fringe benefits including health, dental, life and disability insurance. An employee's employment status will be calculated by totaling hours

worked, PTO hours and low census hours to determine if a change in the employee's employment status is appropriate. If an employee's hours worked, PTO hours and low census hours meet the criteria for a different employment status for thirteen (13) consecutive pay periods, the employee's employment status will be changed appropriately. Employees may decline the increase of employment status.

All factors will be taken into consideration prior to allowing a change in status, such as other employees on a leave of absence in the department, open positions, etc.

F. With the approval of the Facility, any supervisor or non-bargaining unit employee may return to the bargaining unit and post for an open position or move into reserve. The employee's bargaining unit seniority shall be restored to the original date of hire minus time spent outside the bargaining unit.

G. New Employee Orientation. New employees will participate in a departmental and appropriate facility-wide orientation program coordinated by their supervisor or designee of their supervisor and, generally, will do so before they begin regularly scheduled work in their department. Union representation will be allotted 30 minutes of time scheduled during facility-wide orientation to meet with union eligible employees.

(1) While an employee is being orientated until such employee has demonstrated basic competency, the employee will not be considered part of the normal staffing compliment of the unit. The Department Manager/Preceptor will be responsible for coordination of the orientation of a new employee to the Facility and the department. Orientation of the new employee is completed when in the opinion of the COO, Director of Nursing or designee, the employee has demonstrated competency in the performance of the basic tasks of the Unit/Department and the other skills as outlined in the performance inventory.

(2) The union will be notified of all new hires within the next month following the month in which the employee begins employment. The notification will include wage, job title and posting accepted. In addition to new hires, the facility will notify the Union of all Bargaining Unit terminations, including retirements, transfers out of the unit and changes of status within the next month following the month in which the change occurs. (Example: If an employee is hired or makes a change on August 11th, the union will be notified by September 30th.)

H. No bargaining unit employee will be put on low census or laid off as a result of bargaining work done by non-bargaining unit employees, except in circumstances when patients would be deprived of a special skill or the non-bargaining unit employee is a traveler. In those cases, the employee with the special skill/traveler will be retained.

ARTICLE 6

Shift Preference, Vacancies, Assignments

A(1) The Facility shall create and make every effort to maintain permanent shift assignments for evening and night shifts. All employees will be assigned to one of the following: Permanent evening PM, permanent night shift, day-night, evening-night, day-evening, according to the employee's preference.

(2) The Facility will make every reasonable effort to accommodate the preference of employees for shift assignment. Except for specific Facility requirements for special skills, shift preference shall be on the basis of seniority.

B.(1) The Facility will post notice of vacancies for job position openings on the Facility Intranet for seven (7) days. The union will be notified via email of these postings the day in which they are posted.

(2) Where skills and demonstrated ability are relatively equal, vacancies will be filled by employees having the greatest seniority among those who apply for the position.

ARTICLE 7

Work Schedules

A. The Facility will post a minimum of a four (4) week work schedule fourteen (14) days in advance of the start date, showing the name of each employee, the shift they are scheduled for, their days off, and job title. Nursing may elect to post a minimum of a six (6) week work schedule. A weekend block schedule will be maintained. The remainder of the week block schedule will be attempted but will remain subject to change based on staffing necessity.

B. Employees may exchange assignments among themselves with the approval of their immediate supervisor; however, such approval shall not be unreasonably withheld.

C. In the event that the schedule contains any open shifts, the facility will contact all employees simultaneously using phone, text, email, etc. as appropriate in an attempt to fill any open shifts. Shifts will be awarded on a first come-first serve basis, but will take into consideration potential overtime, as well as seniority if two staff members request the shift simultaneously.

ARTICLE 8

Compensation

A. Shift Differential. Employees working a majority of hours per shift on the second shift (3pm-11pm) shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour in addition to regular pay. Employees working a majority of hours per shift on the third shift (11pm-7am) shall receive a shift differential of five dollars (\$5.00) per hour in addition to regular pay.

B. Charge Nurses shall receive a differential of one dollar and fifty cents (\$1.50) per hour.

C. On Call. All employees, required to be on call shall be paid four dollars (\$4.00) per hour for each hour, except for hours employees actually work or are on call-back pay. All employees required to be on call during a holiday as defined in this contract shall be paid four dollars and fifty cents (\$4.50) per each hour, except for hours employees actually work. If on-call employee is called in to work, the employee shall be paid at one and one-half (1 ½) times their straight rate of pay for a minimum of two (2) hours of work or actual time worked, whichever is greater; however, benefits will only be accrued on actual work time.

D. Call-In and Reporting Pay. When an employee is called in to work at a time other than the employee's work schedule, or when an employee reports for work without having been notified not to do so, the employee will be guaranteed a minimum of two (2) hours of work or two (2) hours of pay at their regular wage for the department of which they were called to work in. It will be the duty of the employee to see that the Facility is furnished with current address and telephone information. Failure to do so will deprive the employee of call pay. Employees shall not receive call pay if the failure to provide work is due to an act of God or any condition beyond the control of the Facility. Employees shall not receive call pay if an employee has been notified not to come in within two (2) hours before the scheduled starting time because there will not be work available. If the call-in is for less than two hours of work, the employee will be paid two (2) hours of pay; however, benefits will only be accrued on actual work time.

D2. The Facility will pay a thirty-five dollar (\$35.00) bonus to all employees called into work with less than 24 hours' notice.

E. Ambulance. The Facility will train employees for ambulance duties and establish and maintain a list of employees available for ambulance duty. Employees will be paid their regular rate of pay when performing ambulance duty during their regularly scheduled shift.

F. All RNs will start with a base wage at minimum Level 1 on the Union Scale due to their RN education. Upon employment, the Director of Human Resources will review a candidate's RN experience and will assign additional reasonable credit for such RN experience, giving credit for all of the candidate's years of RN experience not to exceed the twenty-second (22nd) Level in total. If an RN's experience does not total a full year, the months will be rounded to the nearest year. When a hire occurs, all employees in that job classification will be reviewed to see if their level should be adjusted based on the adjustment given to the new employee. In the case of a

recruitment issue, the Director of Human Resources will approach the Unit to discuss the possibility of offering a payment outside of these parameters.

- G. Effective 7-1-2023: 1.5% increase to all Scales.
Effective 7-1-2024: 1.5% increase to all Scales.
Effective 7-1-2025: 1.5% increase to all Scales
*Wage re-opener language in the third year addressed in Article 19.

H. If a 12 hour staff member works a portion of the 7pm-7am (night) shift, they will receive the night differential for those hours worked during the 7pm-7am shift.

I. Certification. If the Facility requests or requires an employee obtain a certification, other than license requirements, the employee will be compensated for the cost of the certification, the certification class, employee time at the certification class, including mileage reimbursement.

J. The facility may elect to offer a retention bonus to all employees working within the facility. The facility may elect to offer a hiring bonus to support recruitment efforts.

ARTICLE 9

Insurance and Employee Health

Health insurance shall be offered.

A. Health Insurance. The Facility shall pay a percentage of the monthly premium payment for the health insurance plan as follows:

- (1) Full-time employees: Eighty (80%) percent of the premium.
- (2) Part-time employees: Seventy (70%) percent of the premium.

B. Dental Insurance shall be offered. The Facility will contribute the following percentages of the premium towards such plan:

- (1) Full-time employees: Eighty (80%) percent of the premium.
- (2) Part-time employees: Seventy (70%) percent of the premium.

B. Those employees that do not choose to take the Facility sponsored Health Insurance will be eligible for discount. To be eligible for this benefit, you must be a benefit eligible full-time or part-time employee and have Group Health Insurance Coverage through your spouse's or parent's place of work. Individual policies, health insurance purchased through the "Exchange", or no health insurance coverage will not qualify.

Benefit: Cumberland Healthcare will reimburse you, after insurance has processed the expense,

the remainder of the medical expense incurred at Cumberland Healthcare and billed through Cumberland Healthcare (up to a maximum of \$1200 per calendar year) for you and your tax dependents. *If your spouse is making or receiving contributions to a Health Savings Account (HSA), their expenses cannot be reimbursed out of this Plan. This would make them ineligible to contribute to an HSA.

Reimbursement Procedure: In order to be reimbursed, you must have verified the medical expense was incurred at Cumberland Healthcare during the calendar year and the amount you owe after your spouse's/parent's health insurance has paid. A billing from Cumberland Healthcare or an Explanation of Benefits (EOB) from the insurance company usually has the information required.

**If you do not have group health insurance or any health insurance coverage, or your FTE status is less than .5, you may receive a 20% off discount on any medical bills incurred at Cumberland Healthcare up to a maximum of \$1500 per calendar year for you and your dependents. You will need to request this discount in the Business Office in the same fashion.

D. During the term of this Contract, the Facility may change insurance carriers if such carrier provides comparable coverage to the existing insurance plans. The Facility will notify the Union and discuss any changes prior to such change.

E. Pre-placement Health Assessment. The Employee Health Nurse will conduct a Pre-placement Health Assessment with all prospective employees post-offer and pre-placement at no cost to the candidate. The following will be completed and filed in the Employee Health Record: Pre-placement Health Assessment form, Lab Work (Drug Screen and Titers), TB Skin Test, Flu shot according to Cumberland Healthcare policy, and Back Evaluation with Rehabilitation Department.

F. Drug and Alcohol screens will be completed for cause if drug or alcohol use is suspected immediately following a worker's compensation injury that requires medical attention if the injury may have occurred due to an employee's impairment, immediately following any auto accident while an employee was operating a Facility owned vehicle, and prior to an employee leaving after their shift if there is a narcotic discrepancy.

G. Life Insurance. The Facility shall provide a \$25,000 life insurance policy for full-time employees and part-time employees. It will be effective the first of the month following their 90-day probationary period.

H. The Facility will maintain the present medical expense accounts for employees following IRS regulations.

I. The Facility will request that the health and dental insurance carriers provide employees an opportunity at least once annually to enroll in the health and dental plans offered by the Facility.

ARTICLE 10

Leaves

A. Paid Leaves:

(1) Short-term Disability. Full-time and part-time employees are eligible for Short-term Disability the first of the month following their 90-day probationary period. Such benefits start with the first day of accident and/or inpatient hospitalization, or fourth day of illness or outpatient hospitalization. Benefits are seventy (70%) percent of gross pay to a maximum of \$750/week for average scheduled hours worked for a period of up to thirteen (13) weeks for each occurrence. In case of illness or accident, employees will notify the Facility promptly, whenever possible. The Facility will have the right to request a certificate from an employee's physician when the employee has been absent due to illness or accident. This right shall not be exercised unreasonably.

(2) Bereavement Leave. Employees will be allowed leave for bereavement and attending the funeral of a designated family member, and shall be paid for the following number of work days for full-time employees:

(a) Five (5) work days for the death of a parent, current mother-in-law, current father-in-law, spouse, child, or step-child.

(b) Three (3) work days for the death of an employee's grandparents, grandchildren, brother, sister, current sons-in-law, current daughters-in-law, current brothers-in-law, current sisters-in-law or step-parents.

In order to calculate a part-time employee's bereavement leave, their FTE will be multiplied by the days listed above (hours worked/day) to determine how many hours they will receive as bereavement pay.

Days may be used at the employee's discretion. However, must be approved if requesting to be used more than 30 days in the future. Additional time off may be arranged with the supervisor as PTO or time off without pay. In appropriate circumstances the days set forth in this section may be used individually to attend a wake, a service, a funeral or a burial. Please consult the Bereavement Leave policy for more details.

(3) Jury Duty. Employees who serve on jury duty will be paid the difference between their regular pay and jury pay. Employees subpoenaed for a patient related proceeding or subpoenaed by the Facility for a work related matter will be paid for time lost.

B. Unpaid Leaves. (1) Employees will be allowed unpaid leave of absence for union activity, illness, not qualified as paid leave under the short-term disability plan, and for other reasons under state and federal law for up to 90 days, less FMLA, and for personal reasons for up to forty-five (45) days upon written request at least one month in advance, except in cases of emergency. Employees on leave of absence will not accrue any benefits, but they will retain

previously accrued benefits. Longer leaves of absence or extensions of leaves of absence may be granted with agreement between Facility and employee. Such approval will not be unreasonably withheld. Any employee returning from a leave of absence for illness, maternity or pregnancy must provide a certificate from the attending physician stating that the employee is able to return to work. An employee returning from an approved leave will return to the same job including shift, hours, and rate of pay if their job is available.

(2) Employees with at least one (1) year of service with the approval of the Facility may be granted an educational leave for up to one (1) year for study related to the employee's position at the Facility.

(3) Employees will be allowed military leave in accordance with applicable law.

(4) When an employee takes time off without pay in excess of one week for each individual period of leave, the employee is responsible to pay their health and/or dental insurance premiums. Monthly premiums will be pro-rated based upon each pay period. Except in cases of an emergency, employees must pay their portion of the premium prior to beginning the leave of absence. (5) When an employee is absent due to bargaining for the Union, they may report the time spent as low census. If they report the time as PTO, they may not report low census at the same time. Up to 5 RN Unit employees will be allowed to claim low census on bargaining days.

C. No leave of absence will be allowed to seek or interview for other employment. Employees may make arrangements to continue under the Facility's insurance plans at the group rate during a leave of absence; such arrangements must be made in advance of the leave.

D. Voluntary Long-Term Disability Insurance will be offered if reasonably possible.

ARTICLE 11
Paid Time Off (PTO)

A. All Full-time (.75-1.0 FTE) and Part-time (.5-.74 FTE) employees shall accrue PTO. PTO accrual shall be calculated using the following percentage of hours paid with a credit for low census hours, excluding overtime hours. All employees eligible for PTO accrual may accrue maximum PTO balances according to the accrual schedule. Once an employee reaches the maximum accumulation, no additional PTO will be accrued until the employee is within the maximum PTO accrual amount set forth in this agreement.

Years of	Accrual	Yearly Accrual based on 1.0 FTE (2080	Maximum Accrual
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Service	Rate	hours worked/year). This is the maximum that can be accrued per year at any given level. Accruals may vary based on hours worked.	(This is the most you can have in your PTO bank at any given time at any given level)
<5 Years	.092	191 Hours	168 Hours
5-14 Years	.111	231 Hours	208 Hours
15-20 Years	.1302	271 Hours	248 Hours
20+ Years	.1379	287 Hours	248 Hours

(2) PTO may be taken in increments of one hour scheduled by mutual agreement between the employee and the employee's supervisor. PTO approval shall not be unreasonably withheld.

(3) Employees electing to take a PTO cash payout may do so twice per calendar year with total payout hours not to exceed 80 hours for the calendar year. The requested hours to be paid out must be in the employee's PTO bank at the time of the request. An employee must have a minimum of 40 hours remaining in their PTO bank after the payout is complete. This optional payout will be paid at 95% of the employee's base hourly rate in effect at the time of the payout to comply with the IRS regulations regarding constructive receipt. The payout will be subject to all regular payroll deductions. There will be no accrual of additional PTO on hours converted into payout. If an employee wants to take advantage of the June payout, they must turn in their completed form to payroll no later than May 15th. If an employee wants to take advantage of the December payout, they must turn in their completed form to payroll no later than November 15th. Special consideration may be given to employees who are approaching the maximum PTO accrual but cannot take PTO due to staffing issues.

(4) Employees may request PTO up to 1 year in advance. When two or more employees request the same PTO and the requests are made on the same day, preference will be given to the most senior employee. The employer will respond no later than 14 days after the PTO request is made. Special circumstances need to be discussed with the Department Leader upon request submission.

(5) All PTO requests must be turned in at least 14 calendar days prior to the posting of the applicable staff schedule to be eligible for consideration for the request. Requests not meeting these guidelines may be considered on an exception basis given staff is available to fill the hours without causing overtime. PTO requests are approved at the discretion of the Leader based on availability of staff to fill the open shift without causing overtime. The requestor will receive a response from their Leader within 14 calendar days of the receipt of the request. If the Leader is unable to find suitable staff for the replacement of the shift within 14 calendar days, the request will be denied. The staff requesting the time off may attempt to find replacement staff and if found, may request the switch through their Leader. The Leader must approve of the substitution (the substitution may not cause overtime).

- B. Approval under this Article shall not be unreasonably withheld.
- C. Employees whose employment is terminated will be paid for PTO fully accrued but not taken.
- D. Employees with seven (7) years seniority may use vacation over a weekend once per year. Employees holding dual positions will be granted their free weekend for both positions. The employee will not be required to find coverage for their free weekend.
- (1) If an employee requests PTO over their weekend to work in any allotment (all 3 days, just 1 day, etc.), then this will count as their free weekend if they are eligible for a free weekend. If an employee is not eligible for the free weekend, they may not request PTO over their weekend.
- (2) If an employee wishes to find a replacement for themselves on a scheduled shift and not exchange for another shift, they must follow the provisions below:
- a. The employee may make the request for the other employee working for them of their immediate supervisor for the shift they're wishing to vacate. They will not receive a response until at least 72 hours in advance of the start of the shift.
 - b. The person they find to work for them must be qualified to work in the capacity of the shift they desire the person to fill.
 - c. The shift may not lead to overtime in terms of the person assuming the shift.
 - d. Approval will not be unreasonably withheld.
- (3) Employees may trade work shifts with another employee in order to get their desired time off. This will not count for their free weekend. Only scheduled employees may be traded with. Trades may not create overtime and must be approved with the scheduler for record keeping purposes.
- (4) Emergency situations will be handled on an individual basis between the employee and their supervisor.
- E. The facility will make sure an employee is able to view their PTO Balance each time they are paid.
- F. No more than two (2) consecutive weeks may be taken during the months of June, July and August, unless approved by the COO, Director of Nursing, or designee.

ARTICLE 12

Holidays

A. The following six (6) days are designated holidays for all employees covered by this agreement: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

B. Holiday pay for employees will be time and ½ compensation for the hours worked (excluding all premiums and shift differentials)

C. If a full-time employee works in a department that is closed on one of the holidays listed in Article 12 A(1) and the holiday falls on a day the employee would normally work, the employee will be paid PTO for the day.

D. The paid Christmas holiday shall be observed from 7:00 a.m. on December 24th through 7:00 a.m. on December 26th; the paid New Year's holiday shall be observed from 7:00 a.m. on December 31st through 7:00 a.m. on January 2nd. All other paid holidays shall be observed from 7:00 a.m. the day of the holiday to 7:00 a.m. the day after the holiday.

E. An employee who works on a holiday will be guaranteed four (4) hours of work on such holiday, or four (4) hours pay in lieu thereof at the appropriate rate.

F. On holidays, staff who work on a 12 hour shift basis, will work a rotating A, B or C Holiday.

The A schedule shall include: New Year's Eve, New Year's Day, and Labor Day.

The B schedule shall include: Memorial Day, Christmas Eve and Christmas Day.

The C schedule shall include: The 4th of July and Thanksgiving Day.

G. If a department decides to be closed or closes early on Christmas Eve and/or New Year's Eve, employees shall have the option to take Low Census or PTO

ARTICLE 13

In Service, Continuing Education and Tuition Reimbursement

A. Employees will be paid at their normal hourly rate for time spent attending any mandatory in service programs or nursing staff committee meetings scheduled by the Facility. Such time will be considered work time for purposes of overtime.

B. Employees who desire to participate in continuing education programs will present requests for continuing education to the COO, Director of Nursing, or designee. The COO, Director of Nursing, or designee will approve or disapprove the program and determine the amount of tuition reimbursement and/or pay, if any. Employees are not authorized to attend such program

during work hours without prior approval from the COO, Director of Nursing, or designee. Mileage will be reimbursed at the applicable IRS rate with the approval of the COO, Director of Nursing or designee; however, if more than one employee is approved, the Facility may require carpooling. Such approval shall not be unreasonably withheld.

C. The Facility will continue to maintain the current Continuing Education Loan Program during the term of this Contract.

ARTICLE 14
Management Rights
No Strike/No Lockout
Discipline

A. Management Rights. Subject to the provisions of this Agreement, the Facility has the sole and exclusive right to determine the number of employees to be employed, to direct the work force, control all Facility property, and all other matters pertaining to the management and operation of the Facility. Any other rights inherent in management to run the Facility and not otherwise limited by specific provisions of this Agreement or by law are retained by the Facility.

B. No Strike/No Lockout. During the term of this Agreement, there will be no lockout by the Facility. During the term of this Agreement, there will be no suspension or slowdown of work, complete or partial strikes, sympathy strikes, picketing, or any other disruption of service by the Union.

C. Discipline. The Facility may discipline or discharge employees who engage in any illegal or unauthorized suspension of work, complete or partial strikes, sympathy strike, picketing or any other disruption of service subject to the provisions of Article 15.

An employee will be disciplined or discharged only for just cause. An employee who is suspended or discharged will be notified in writing of the specific cause of the suspension or discharge. The Facility will give a copy of such notification to the Union.

ARTICLE 15
Probationary Period

Employees will be on probation for their first ninety (90) days of employment. Employees on probation will be eligible for benefits in the following fashion during their probation:

Immediately: Article 9C (Cumberland Healthcare Discount) and Article 11 (PTO accrual)

First day of the month following date of hire: Article 9 A-B Benefits (Health, Dental)

First of the month following the 90-day probationary period: Article 9G Benefit (Life Insurance) and 10A Benefit (Short-term Disability)

Probationary employees may be terminated for any reason except those specified in Article 2 without recourse. If an employee has satisfied their initial probationary period and takes a new

position within the bargaining unit, even though they will be on probation for the new position, they will continue to accrue benefits.

ARTICLE 16
Miscellaneous

A. The Union will notify the Facility in writing with the names of Union officers and stewards, and any changes in such officers or stewards. The Facility will notify the Union in writing of the names of all supervisors authorized to handle grievances, and the Board of Directors and any change in those officers.

B. Non-employee Union representatives shall be allowed access to the Facility to ascertain that the Facility is adhering to the provisions of this Agreement, upon receiving permission from the Facility administrator, COO, or Director of Nursing. Union representatives shall not interfere with the operations of the Facility.

C. The Facility shall make reasonable provisions for the safety and health of its employees. The Facility will provide adequate equipment to allow employees to perform their job safely.

D. This Agreement may be amended only by written agreement executed by both parties.

E. Payroll. Employees shall be paid bi-weekly. The facility shall correct any payroll errors on a schedule that is acceptable to the employee(s) involved.

F. 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.

G. The labor management committee will be comprised of officers of both bargaining units plus Facility representatives as assigned by the CEO. The purpose of the committee will be to meet at least quarterly in order to maintain good communications and to resolve workplace problems.

H. Contracts to be supplied within sixty (60) days of agreement.

I. The Union may maintain a bulletin board in the Facility in a non-patient area subject to the Facility's approval concerning size and location.

J. Notice of Termination of Employment. If an employee wishes to terminate their employment, they are strongly encouraged to give a 30 day notice. They will be scheduled during the 30 day notice period based on their schedule and FTE status at the time of giving the notice.

ARTICLE 17
Union Security/Dues Deduction

(1) 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.

(2) A dues deduction authorization shall be irrevocable for one year, 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 but not more than 75 days before any periodic renewal date of the authorization.

(3) The Hospital shall be obligated to make any deduction described in paragraph (1) 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.

(4) The Union agrees to indemnify and hold the Facility harmless against any and all claims which may be made by any bargaining unit member arising out of the administration of this Article.

ARTICLE 18
Retirement Plan

During the term of this Agreement the Facility will maintain the current retirement plan. Employees with fifteen (15) years of employment have the option to increase their matching percentage with the Facility from three percent (3%) to four percent (4%).

ARTICLE 19
Duration

This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2026 and shall continue in full force and effect thereafter unless written notice of the desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to the expiration date that the contract is terminated or to be opened for modification.

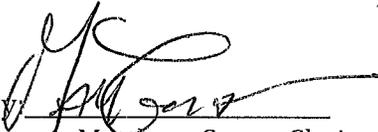
Except, the option to re-open Article 8G, in regards to the wage increase only, will exist 60 days prior to 7-1-2025. If either party wishes to do so after sending written notice to the other party, the first discussion will take place at the April 2025 quarterly Union Management Meeting. If there is not an agreement after 30 days, bargaining shall take place. If neither side wishes to bargain, the article will remain as agreed upon

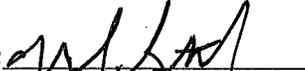
IN WITNESS WHEREOF, the Facility has caused its name to be subscribed hereto by its

Administrator and the union has caused its name to be subscribed hereto by its Representative and its Bargaining Committee on this 24th day of August, 2023.

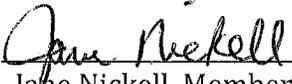
CUMBERLAND MEMORIAL HOSPITAL, Inc.
WISCONSIN FEDERATION OF NURSES

AND HEALTH PROFESSIONALS

By: 
Matthew Gores, Chairman of
the Board of Directors

By: 
Mike Gutsch, CEO

By: 
Andrea
Hulett, Member
Bargaining Committee

By: 
Jane Nickell, Member
Bargaining Committee

By: 
Jamie Lucas,
Executive Director
Wisconsin Federation of Nurses
and Health Professionals


Connie Smith, President
Wisconsin Federation of Nurses &
Health Professionals

Hospital RN	7/1/2023	7/1/2024	7/1/2025
Base	\$ 36.30	\$ 36.84	\$ 37.40
90-day	\$ 36.72	\$ 37.27	\$ 37.83
Level 1	\$ 37.18	\$ 37.74	\$ 38.31
Level 2	\$ 37.62	\$ 38.18	\$ 38.76
Level 3	\$ 38.06	\$ 38.63	\$ 39.21
Level 4	\$ 38.52	\$ 39.10	\$ 39.68
Level 5	\$ 38.98	\$ 39.56	\$ 40.16
Level 6	\$ 39.44	\$ 40.03	\$ 40.63
Level 7	\$ 39.93	\$ 40.53	\$ 41.14
Level 8	\$ 40.40	\$ 41.01	\$ 41.63
Level 9	\$ 40.89	\$ 41.50	\$ 42.13
Level 10	\$ 41.38	\$ 42.00	\$ 42.63
Level 11	\$ 41.89	\$ 42.52	\$ 43.16
Level 12	\$ 42.38	\$ 43.02	\$ 43.66
Level 13	\$ 42.88	\$ 43.52	\$ 44.18
Level 14	\$ 43.40	\$ 44.05	\$ 44.71
Level 15	\$ 43.93	\$ 44.59	\$ 45.26
Level 16	\$ 44.45	\$ 45.12	\$ 45.79
Level 17	\$ 44.98	\$ 45.65	\$ 46.34
Level 18	\$ 45.52	\$ 46.20	\$ 46.90
Level 19	\$ 46.07	\$ 46.76	\$ 47.46
Level 20	\$ 46.62	\$ 47.32	\$ 48.03
Level 21	\$ 47.19	\$ 47.90	\$ 48.62
Level 22	\$ 48.61	\$ 49.34	\$ 50.08
Level 23			
Level 24			
Level 25			
Level 26			