

COLLECTIVE BARGAINING AGREEMENT

November 1, 2024 to October 31, 2028



between

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

and

Wisconsin Diagnostic Laboratories

TABLE OF CONTENTS

11/2024 – 10/2028 BARGAINING AGREEMENT

PART 1

SECTION		PAGE
1.01	Recognition.....	1
1.02	Employee Defined.....	2
1.03	Bargaining Unit Defined.....	2
1.04	Non-Discrimination.....	2
1.05	Duration of Agreement.....	3
1.06	Work of the Bargaining Unit.....	3
1.061	Working at Other Locations.....	3
1.07	Management Rights.....	3
1.08	Professional Registration.....	4
1.09	Termination of Employment.....	4

PART 2

SECTION		PAGE
2.00	Definitions.....	5
2.01	Wages.....	5
2.011	Shift Retention Bonus Program.....	10
2.02	Overtime.....	10
2.03	Mandatory Shift.....	11
2.04	Standby Pay/Call-In from Stand-by Status.....	12
2.05	Shift Differential.....	13
2.06	Shift Selection.....	13
2.07	Change of Hours or Shifts or Schedule Changes.....	14
2.071	Temporary Transfers Between Shifts for Critical Vacancies.....	14
2.08	Weekend Differential.....	14
2.09	Auto Allowance.....	14
2.10	Former Milwaukee County Employees.....	15
2.11	Defined Contribution Plan.....	15
2.12	Probationary Period.....	16
2.13	Paid Time Off.....	16
2.130	Health Appointment Time.....	19
2.131	Paid Sick Time “Crisis” Donations.....	20
2.132	Long Term Disability Insurance Plan.....	21
2.133	Short Term Disability Insurance Plan.....	21
2.14	Family and Medical Leave.....	21
2.141	Parental Leave and Additional Benefit Programs.....	21
2.15	Non Regulatory Leaves of Absence.....	22
2.16	Bereavement Leave.....	23
2.161	Educational Leave.....	24
2.17	Americans With Disabilities Act.....	25
2.18	Military Leave.....	25

2.19	Life Insurance.....	25
2.20	Medical & Prescription Drug Plan.....	26
2.201	Dental Plan.....	27
2.202	Vision Plan.....	27
2.203	Flexible Spending Account and Health Savings Account.....	28
2.21	Holidays.....	28
2.22	Attendance Bonus Program.....	30
2.23	Bulletin Boards.....	30
2.24	Work Day/Off Days.....	31
2.25	Seminar/Certification Fee and Tuition Reimbursement.....	32
2.251	Tuition Reimbursement for Graduating Student/Employee.....	33
2.26	Duty-Incurred Injury.....	34
2.27	Employee Parking.....	35
2.28	Change in Employee Status.....	35
2.29	Position Posting.....	35
2.291	Transfer Policy.....	36
2.30	Seniority Defined.....	37
2.31	Department Orientation.....	41
2.32	Jury Duty.....	41
2.33	Payroll Information.....	41
2.34	Promotion.....	42
2.35	In Charge Differential.....	42
2.36	Employee Liability.....	42

PART 3

SECTION		PAGE
3.01	Employee List.....	43
3.02	In-Service Training.....	43
3.03	Voluntary Time Off.....	43
3.04	Access to Personnel Files.....	44
3.05	Employee Performance Evaluations.....	44
3.06	Layoff and Recall.....	45
3.07	Voluntary Demotion.....	45
3.08	Rules of Employee Conduct.....	45
3.09	Inclement Weather/Extreme Emergency Condition.....	46
3.10	Technological Changes and Remote Work.....	46
3.11	Union Activities.....	47
3.12	Employee and Public Safety.....	47
3.13	Labor-Management Meetings.....	48
3.14	Access to Work Locations.....	48
3.15	Bargaining Time.....	48
3.16	Union Time.....	49

PART 4

SECTION		PAGE
4.01	Union Security.....	49
4.02	Grievance Procedure.....	50
4.03	Selection of Arbitrator.....	53

PART 5

SECTION		PAGE
5.01	Disciplinary Suspensions/Terminations.....	55
5.02	Representation at Investigatory Meetings, Disciplinary Suspension or Discharge Hearings.....	55

PART 6

SECTION		PAGE
6.01	No Strike-No Lockout.....	56
6.02	Successors and Assigns.....	56
6.03	Saving Clause.....	56
6.04	Entire Memorandum of Agreement.....	57
6.05	Zipper Clause.....	57

Appendix A	FNHP Local 5000 Bargaining Unit Listing of Former MCMC Employees, Updated June 2024
Appendix B	Wisconsin Diagnostic Retirement Savings Plan and Summary Highlights
Appendix C	Family Medical Leave Act
Appendix D	Memorandum of Understanding – Cancer Center Closing

COLLECTIVE BARGAINING AGREEMENT

Between

Wisconsin Diagnostic Laboratories

And

WISCONSIN FEDERATION OF NURSES AND HEALTH PROFESSIONALS

LOCAL 5000, AFL – CIO

and It's Appropriate Affiliated Locals

This Memorandum of Agreement made and entered into by and between the Wisconsin Diagnostic Laboratories, hereinafter referred to as "Employer" and Wisconsin Federation of Nurses and Health Professionals, Local 5000, AFL – CIO, and its appropriate affiliated Locals, as representatives of employees who are employed by the Employer, hereinafter referred to as "Union".

WITNESSETH

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

PART 1

1.01 RECOGNITION

Employer agrees to recognize and herewith does recognize Wisconsin Federation of Nurses and Health Professionals Local 5000, AFL-CIO, as the exclusive collective bargaining agent on behalf of all full-time, part-time, and casual employees in the classifications as listed in **Section 1.03** for Wisconsin Diagnostic Laboratories located at Froedtert Hospital, 9200 W. Wisconsin Ave., (or any successor location in the event of a relocation of the entire laboratory from the 9200 W. Wisconsin Ave. location), excluding managers, supervisors, confidential employees, temporary employees, students and guards and all other employees.

If new employees of the Employer are hired to perform job functions historically performed by the bargaining unit in locations historically a part of the bargaining unit, such new employees shall become a part of the bargaining unit.

The Employer is free to:

1. Commence new business.
2. Partner with new partners.
3. Joint venture with new co-joint ventures.
4. Continue with its other existing operations.
5. Takeover, as manager or owner of other laboratories.

The new employees 1, 2, 3, 4, and 5 shall not be considered part of the bargaining unit "subject to all applicable labor laws".

1.02 EMPLOYEE DEFINED

Whenever the term "employee" is used in this Memorandum of Agreement, it shall mean and include only those employees of the employer as set out in Section 1.03 herein.

1.03 BARGAINING UNIT DEFINED

Whenever the term "employee" is used it shall mean the following bargaining unit classifications:

Non-Certified Technologist
Non-Certified Cytogenetic Technologist II
Chemistry Technologist
Client Service Representative III – Medical Technologist
Cytogenetic Technologist- Non-Certified (Automation)
Cytogenetic Technologist III
Hematology Technologist
IT Application Analyst
Medical Laboratory Scientist
Molecular Pathology Technologist
Microbiology Technologist
Toxicology Technologist
Cytotechnologist
Lead Medical Laboratory Scientist

CAREER LADDER (CL):
Chemistry Technologist (CL)
Client Service Representative III – Medical Technologist (CL)
Cytogenetic Technologist III (CL)
Hematology Technologist (CL)
LIS Application Analyst – Medical Technologist (CL)
Medical Laboratory Scientist (CL)
Molecular Pathology Technologist (CL)
Microbiology Technologist (CL)
Toxicology Technologist (CL)
Cytotechnologist (CL)

1.04 NON-DISCRIMINATION

- (1) The Employer shall not discriminate in any manner whatsoever against any employee or applicant for employment based upon race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).
- (2) Sexual harassment shall be considered discrimination under this section. Sexual harassment shall mean unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
 - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

1.05 DURATION OF AGREEMENT

- (1) The provisions of this Memorandum of Agreement shall become effective on November 1, 2024 unless otherwise herein provided. Unless otherwise modified or extended by mutual agreement of the parties, this Agreement shall expire at midnight on October 31, 2028.
- (2) The initial bargaining proposals of the Employer and the Federation for a successor agreement shall be exchanged at a time mutually agreeable to the parties. Thereafter, negotiations shall be carried on in an expeditious manner and shall continue until all bargaining issues between the parties have been resolved.

1.06 WORK OF THE BARGAINING UNIT

- (1) Leaders shall be allowed to perform duties, which have been performed by bargaining unit employees provided it will not result in the reduction of the regular hours or layoff of the bargaining unit members.
- (2) Recognizing the role of the Technical Specialist to provide a high level of expertise and to be a resource, to develop and implement new procedures, and to work closely with leadership, the Technical Specialist will not perform the work customarily performed by bargaining unit employees, except for occasional assistance and training and in unforeseen emergency circumstances.
- (3) "Temporary" employees may be assigned to perform work of the bargaining unit, provided that it will not result in the reduction of the regular hours or layoff of the bargaining unit members.
- (4) The use of supervisors or temporary employees may be used to reduce overtime costs at any time.
- (5) The Employer agrees that employees shall normally be assigned job duties consistent with their classifications and/or job descriptions.
- (6) The establishment of any new management or supervisory positions or promotion of a staff technologist from the bargaining unit to any management/supervisory position will not result in the reduction of bargaining unit employees' hours, layoff, or elimination of the bargaining unit positions.
- (7) Minimum staffing levels will be posted for all shifts and departments and, when scheduling, overtime will be posted for openings on the schedule to maintain minimum staffing levels.

1.061 WORKING AT OTHER LOCATIONS

Every reasonable effort shall be made to staff other non-core WDL laboratory employer locations in the Milwaukee area on a voluntary basis. In the event an involuntary assignment to a non-core WDL location is required, the Employer shall give primary consideration to the staffing needs of the new location including desirable technical capabilities and experience levels. Subject to these needs being met, the involuntary assignment shall be made based on skills and experience and using a perpetual rotation beginning with the least senior qualified employee.

1.07 MANAGEMENT RIGHTS

Subject to the express terms and conditions of this Agreement, the management of the Laboratory and the direction of the work force including the right to hire, assign, suspend, transfer, promote, discharge or issue corrective action for just cause, and to maintain discipline and efficiency of its employees and the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to establish, modify and change reasonable rules, regulations and personnel policies;

the right to determine the extent to which the Laboratory shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish, change and adjust work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude to those prerogatives not mentioned which are inherent to the management function.

1.08 PROFESSIONAL REGISTRATION

- (1) The Employer and the Union agree that continuous advancement in performance, productivity, competency, skills and knowledge which include certification or registration must be met as defined by Clinical Laboratory Improvement Act of 1988 (CLIA), Food and Drug Administration (FDA), The Joint Commission (TJC), American Association of Blood Banks (AABB), College of American Pathologists (CAP) and American Society of Clinical Pathologists (ASCP). The Employer agrees to provide the educational training requirements to maintain those skills as required under Section 2.25 (3), Employer Required Training.
- (2) Failure of the employee to follow applicable certification standards or to abide by the rules and regulations of the above agencies may result in progressive corrective action up to and including termination.
- (3) Competency assessment includes:
 - a. Safety precautions:
 - i. Fire
 - ii. Electrical
 - iii. Chemical
 - iv. Biohazard
 - b. Quality control & proficiency testing
 - c. Instrument maintenance & performance
 - d. Reading and understanding procedures and protocols
 - e. Direct observation of test performance
 - f. Problem solving skills
- (4) The Employer agrees to provide advance notice of training protocol and educational requirements and to give employees an opportunity to avail themselves of these opportunities.

1.09 TERMINATION OF EMPLOYMENT

- (1) Employees are expected to give their leader a minimum of a two-week (14 calendar days) written notice that they are terminating employment. See Section 2.13(8)(a)-(e) for details about PTO payout at Termination and End of Employment.
- (2) At the sole discretion of management, an employee's voluntary date of termination/resignation of employment will be the last day the employee actually works during the final 14 calendar day notice period.

PART 2

2.00 DEFINITIONS

- (1) For purposes of benefits under this contract, employee status shall mean:
- a. Full-Time: Those employees who regularly work an average work week of forty (40) hours per week.
 - b. Part-Time: Those employees who regularly work an average work week of twenty (20) hours, but no more than thirty-nine (39) hours per week. Benefits shall be prorated only as set forth specifically in this Agreement.
 - c. Casual Employees: The term "Casual" employee shall mean those employees who generally work less than twenty (20) hours per week and are not temporary. Such employees may have a pattern of regular scheduled shifts or may fill in the schedule as needed. Casuals do not receive any benefits, unless specifically stated herein. Starting with the Contract beginning January 1, 2016, casual status employees are considered part of the bargaining unit.
- (2) Probation: All employees shall serve a probationary period of six (6) months from the date of hire. See Section 2.12 Probation Period for details.

2.01 WAGES

- (1) The pay steps for the listed classifications in the bargaining unit are as follows:

Chemistry Technologist
Client Services Representative III -Med Tech
Cytogenetic Technologist III
Hematology Technologist
IT Application Analyst
Lead Medical Laboratory Scientist
Medical Laboratory Scientist
Molecular Pathology Technologist
Microbiology Technologist
Toxicology Technologist

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
<u>MT00</u>	<u>\$29.42</u>	<u>\$29.79</u>	<u>\$30.16</u>	<u>\$30.61</u>
<u>MT01</u>	<u>\$30.07</u>	<u>\$30.45</u>	<u>\$30.83</u>	<u>\$31.29</u>
<u>MT02</u>	<u>\$30.73</u>	<u>\$31.11</u>	<u>\$31.50</u>	<u>\$31.97</u>
<u>MT03</u>	<u>\$31.27</u>	<u>\$31.66</u>	<u>\$32.06</u>	<u>\$32.54</u>
<u>MT04</u>	<u>\$32.01</u>	<u>\$32.41</u>	<u>\$32.82</u>	<u>\$33.31</u>

MT05	<u>\$32.79</u>	<u>\$33.20</u>	<u>\$33.62</u>	<u>\$34.12</u>
MT06	<u>\$33.36</u>	<u>\$33.78</u>	<u>\$34.20</u>	<u>\$34.71</u>
MT07	<u>\$33.93</u>	<u>\$34.35</u>	<u>\$34.78</u>	<u>\$35.30</u>
MT08	<u>\$34.52</u>	<u>\$34.95</u>	<u>\$35.39</u>	<u>\$35.92</u>
MT09	<u>\$34.98</u>	<u>\$35.42</u>	<u>\$35.86</u>	<u>\$36.40</u>
MT10	<u>\$35.41</u>	<u>\$35.85</u>	<u>\$36.30</u>	<u>\$36.84</u>
MT11	<u>\$36.41</u>	<u>\$36.87</u>	<u>\$37.33</u>	<u>\$37.89</u>
MT12	<u>\$36.80</u>	<u>\$37.26</u>	<u>\$37.73</u>	<u>\$38.30</u>
MT13	<u>\$37.28</u>	<u>\$37.75</u>	<u>\$38.22</u>	<u>\$38.79</u>
MT14	<u>\$37.74</u>	<u>\$38.21</u>	<u>\$38.69</u>	<u>\$39.27</u>
MT15	<u>\$38.23</u>	<u>\$38.71</u>	<u>\$39.19</u>	<u>\$39.78</u>
MT16	<u>\$38.67</u>	<u>\$39.15</u>	<u>\$39.64</u>	<u>\$40.23</u>
MT17	<u>\$39.03</u>	<u>\$39.52</u>	<u>\$40.01</u>	<u>\$40.61</u>
MT18	<u>\$39.99</u>	<u>\$40.49</u>	<u>\$41.00</u>	<u>\$41.62</u>
MT19	<u>\$40.32</u>	<u>\$40.82</u>	<u>\$41.33</u>	<u>\$41.95</u>
MT20	<u>\$41.39</u>	<u>\$41.91</u>	<u>\$42.43</u>	<u>\$43.07</u>

(2) Pay Steps for Cytotechnologist

	Year 1	Year 2	Year 3	Year 4
CT00	<u>\$30.66</u>	<u>\$31.04</u>	<u>\$31.43</u>	<u>\$31.90</u>
CT01	<u>\$31.10</u>	<u>\$31.49</u>	<u>\$31.88</u>	<u>\$32.36</u>
CT02	<u>\$31.60</u>	<u>\$32.00</u>	<u>\$32.40</u>	<u>\$32.89</u>
CT03	<u>\$32.33</u>	<u>\$32.73</u>	<u>\$33.14</u>	<u>\$33.64</u>
CT04	<u>\$33.13</u>	<u>\$33.54</u>	<u>\$33.96</u>	<u>\$34.47</u>
CT05	<u>\$33.92</u>	<u>\$34.34</u>	<u>\$34.77</u>	<u>\$35.29</u>
CT06	<u>\$34.47</u>	<u>\$34.90</u>	<u>\$35.34</u>	<u>\$35.87</u>
CT07	<u>\$35.17</u>	<u>\$35.61</u>	<u>\$36.06</u>	<u>\$36.60</u>
CT08	<u>\$35.97</u>	<u>\$36.42</u>	<u>\$36.88</u>	<u>\$37.43</u>
CT09	<u>\$36.76</u>	<u>\$37.22</u>	<u>\$37.69</u>	<u>\$38.26</u>
CT10	<u>\$37.57</u>	<u>\$38.04</u>	<u>\$38.52</u>	<u>\$39.10</u>
CT11	<u>\$38.18</u>	<u>\$38.66</u>	<u>\$39.14</u>	<u>\$39.73</u>
CT12	<u>\$38.98</u>	<u>\$39.47</u>	<u>\$39.96</u>	<u>\$40.56</u>
CT13	<u>\$39.76</u>	<u>\$40.26</u>	<u>\$40.76</u>	<u>\$41.37</u>
CT14	<u>\$40.53</u>	<u>\$41.04</u>	<u>\$41.55</u>	<u>\$42.17</u>
CT15	<u>\$41.32</u>	<u>\$41.84</u>	<u>\$42.36</u>	<u>\$43.00</u>
CT16	<u>\$42.09</u>	<u>\$42.62</u>	<u>\$43.15</u>	<u>\$43.80</u>
CT17	<u>\$42.87</u>	<u>\$43.41</u>	<u>\$43.95</u>	<u>\$44.61</u>
CT18	<u>\$43.65</u>	<u>\$44.20</u>	<u>\$44.75</u>	<u>\$45.42</u>
CT19	<u>\$44.44</u>	<u>\$45.00</u>	<u>\$45.56</u>	<u>\$46.24</u>
CT20	<u>\$45.45</u>	<u>\$46.02</u>	<u>\$46.60</u>	<u>\$47.30</u>

(3) Pay Steps for Cytogenetic Technologist Non-Certified (Automation)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
CYG00	<u>\$23.00</u>	<u>\$23.29</u>	<u>\$23.58</u>	<u>\$23.93</u>
CYG01	<u>\$23.63</u>	<u>\$23.93</u>	<u>\$24.23</u>	<u>\$24.59</u>
CYG02	<u>\$24.17</u>	<u>\$24.47</u>	<u>\$24.78</u>	<u>\$25.15</u>
CYG03	<u>\$24.74</u>	<u>\$25.05</u>	<u>\$25.36</u>	<u>\$25.74</u>
CYG04	<u>\$25.12</u>	<u>\$25.43</u>	<u>\$25.75</u>	<u>\$26.14</u>
CYG05	<u>\$25.49</u>	<u>\$25.81</u>	<u>\$26.13</u>	<u>\$26.52</u>
CYG06	<u>\$25.86</u>	<u>\$26.18</u>	<u>\$26.51</u>	<u>\$26.91</u>
CYG07	<u>\$26.23</u>	<u>\$26.56</u>	<u>\$26.89</u>	<u>\$27.29</u>
CYG08	<u>\$26.61</u>	<u>\$26.94</u>	<u>\$27.28</u>	<u>\$27.69</u>
CYG09	<u>\$26.99</u>	<u>\$27.33</u>	<u>\$27.67</u>	<u>\$28.09</u>
CYG10	<u>\$27.38</u>	<u>\$27.72</u>	<u>\$28.07</u>	<u>\$28.49</u>

(4) Flat pay steps for Non-certified Technologist and Non-certified Cytogenetic Technologist II for 2023 and 2024

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
NC99	<u>\$25.05</u>	<u>\$25.36</u>	<u>\$25.68</u>	<u>\$26.07</u>

(5) **Certified Technologist Career Ladder:** Employees classified as Certified Technologist Career Ladder shall receive a premium at the rate of \$2.50 per hour for all hours paid. The Employer shall make the description of this program in each department available to bargaining unit members upon request.

(6) Lead Medical Laboratory Scientist positions shall receive \$4.00 per hour differential on all hours paid.

(7) General Pay Increases:

- a. The pay scales and job classifications above in paragraphs 1 - 4 of this Section reflect the increases in this Agreement. Employees who are in classifications listed in paragraphs 1 - 3 and are not at top step shall advance one step per year as per prior agreements.
- b. The first year step-increases will be as specified in the pay scales above in paragraphs 1 - 4, and shall be effective in accordance to the contract Extension Agreement signed by both WDL and WFNHP on November 4, 2024.

- c. Additional pay increases in the above scales shall take effect on the first day of the first pay period in each subsequent year of the agreement.
 - d. Individuals in step 20 as of October 31, 2024 will receive the Year 1 increases, plus an additional 1.50% lump sum.
 - e. Individuals in step 20 as of October 31, 2025 will receive the Year 2 increases, plus an additional 1.25% lump sum.
 - f. Individuals in step 20 as of October 31, 2026 will receive the Year 3 increases, plus an additional .75% lump sum.
 - g. Individuals in step 20 as of October 31, 2027 will receive the Year 4 increases, plus an additional .50% lump sum.
- (8) **Non-Certified Technologist to Certified Technologist Program:**
- a. As provided for by the ASCP Board of Registry certification guidelines, Non-Medical Laboratory Science, CLIA approved four (4) year college degreed individuals may be hired into Non-Certified Technologist positions, without prior clinical laboratory experience. They will be subject to the normal six-month probation and will spend twelve (12) months in on the job training.
 - b. On an exception basis, should more time be required for training, the leader is to consult with HR and a union representative to determine and document how/when training will be complete.
 - c. Upon completion of training, the Non-Certified Technologist is eligible to take the ASCP or AMT Certification exam. The first attempt at taking the exam must occur within 12 months of being deemed eligible for the exam by WDL leadership and the accrediting agency.
 - d. Once certification is received, the employee will be promoted to Certified Technologist (ASCP Certified) and be eligible for a wage adjustment corresponding with their years of experience [rounded up if greater than six months and down if less than six (6) months] as a Non-Certified Technologist.
 - e. Under no circumstances, can the timeframe from the date of hire as Non-Certified Technologist to promotion to Certified Technologist, extend beyond 30 months (Cytogenetic Technologist II, Non-Certified limited to 18 months).
 - f. Failure to be certified in this timeframe will be cause for demotion (if available) or termination.
- (9) Notwithstanding the foregoing, the Employer reserves the right to make upward market adjustments to pay during the term of this agreement. Nothing prohibits the Employer, at its discretion, from paying new hires above the pay step based upon years of experience, provided current employees with similar experience, education, and certification receive rates of pay equal to or greater than the rate paid to the new hire. Similar experience shall mean recent years of verifiable experience in the relevant classification. The Employer shall inform the Union via email when a new hire is placed above a pay step based upon years of experience. The notification will include which, if any, current employee(s) will be moved.
- (10) There shall be no reduction in the pay rate of any employee, except for voluntary transfer or demotion, or the concurrence of the Union.
- (11) Nothing in this Article shall preclude the corrective action or termination of any employee based on a performance evaluation.

- (12) Whenever an employee is promoted to a job classification in a higher pay scale or step, i.e., Cytotechnologist, the employee shall be eligible to receive an increase to the minimum of the new pay scale or step, or to a wage that corresponds to years of experience, whichever is greater.
- (13) Should Medical Laboratory Technicians (MLT) become a Medical Laboratory Scientist (MLS) or other Certified Technologist, they will be credited with 100% of their experience as MLTs, when being put on the MT experience pay steps. This will be rounded down for less than a six (6) month increment and up for a greater than six (6) month increment.
- (14) Performance evaluation ratings are not grievable unless a pay increase is denied or unless such evaluation results in violation of another part of the contract.
- (15) The Employer may use sign-on bonuses to attract candidates in hard to recruit for positions as deemed necessary. Referral bonuses for current employees who refer successfully hired candidates may also be granted.
- (16) After this agreement is ratified and no later than June of 2025, Management and the Union agree to explore a program to recognize previous laboratory, non-MLT or MLS experience for new hires and bargaining unit members. The parties agree to explore the amount of credit that may be applied, the methods by which credit could be applied, the appropriate dates for implementation, as well as any other relevant issues management and the union may encounter or wish to discuss. Should the parties arrive at a workable and mutually agreeable program, it will be reduced to writing and signed by both parties to execution.

2.011 SHIFT RETENTION BONUS PROGRAM

- (1) All full and part time employees (excluding casuals) on second shift (pro-rated by scheduled hours) will receive a bonus of up to \$1,000 if continuously employed on second shift for the calendar year. This bonus will be prorated if a minimum of the most recent six (6) months have been on second shift. Proration will be based on whole months and scheduled hours. Bonus is paid on the first pay date in February on the following year.
- (2) All full and part time employees (excluding casuals) on third shift (pro-rated by scheduled hours) will receive a bonus of up to \$1,500 if continuously employed on third shift for the calendar year. This bonus will be prorated if a minimum of the most recent 6 months have been on third shift. Proration will be based on whole months and scheduled hours. Bonus is paid the first pay date in February of the following year.

2.02 OVERTIME

- (1) For purposes of determining overtime and other pay-related policies, the workweek begins each Sunday 0001 (12:01AM) and ends the following Saturday at 2400 (midnight). The day of the week the shift begins determines which day of the week an employee is working.
- (2) Overtime shall be paid at one and one-half times the regular rate of pay, including shift and weekend differentials and will be paid in the following circumstances:
 - a. Hours worked in excess of forty (40) hours in a week. This does not include paid, but non-worked hours (PTO).

- b. Hours worked in excess of the employee's regular scheduled daily shift (minimum of 8 hours).
 - c. When not officially on shift or stand-by status as described in Section 2.04, all employees who are asked and volunteer to work on an emergent basis, shall be paid a minimum of four (4) hours at time and one half (call-in pay) of their regular base rate regardless of the hours worked.
- (3) On those occasions when an employee is not paid due to unpaid time off during a workweek and subsequently receives approval to make-up the missed time on a voluntary basis during the same workweek, the voluntary work time is not considered overtime as long as the total number of hours worked are 40 or fewer.
- (4) The Employer will maintain overtime records and shall provide such records to the union for review at labor management meetings.
- (5) When it does not create a situation of working 16 consecutive hours, employees signing up for an entire shift of overtime shall be given priority over employees signing up for a partial shift of overtime. Every reasonable effort will be made to avoid assigning employees to 16 consecutive hours of duty on consecutive days.
- (6) Every reasonable effort shall be made to meet overtime needs on a voluntary basis, taking seniority and job skills into consideration.

To illustrate Sections 2.02, 2.03 and 2.04, please review the chart below:

	<u>OVERTIME</u>	<u>MANDATORY</u>	<u>STAND-BY/CALL-IN</u>	<u>VOLUNTARY CALL-IN (NOT FROM STAND-BY)</u>
Scenario	Seeking volunteer for scheduled/posted or emergent OT	Last resort for emergent OT or priority OT	Expected/anticipated need in advance	Called in for emergent need
Request Type	>8 (or normal shift)/day, >40/week	Required assignment	Scheduled	Not Scheduled
Pay structure	1.5x regular rate of pay, including applicable differential	1.8x regular rate of pay, including applicable differentials	\$3.35/hr standby rate. If standby ceases and 1.5 x base rate is paid, including applicable differentials	1.5 x base rate, including applicable differentials
Min Guarantee	*no minimum if posted *4 hour minimum, regardless of time worked, only if coming from home	no min, only worked hours	2 hour minimum, regardless of time worked	4 hour minimum, regardless of time worked

2.03 MANDATORY SHIFT

- (1) Mandatory shift is received for unforeseeable staffing situations, including unfilled priority overtime (e.g. when a shift falls below critical staffing level), or emergencies such as unfilled vacant positions, mass casualty accident, unusual and urgent direct patient care situations. These situations are illustrative only and are not intended to be all inclusive.

- (2) Mandatory shift may not be used for routine staffing.
- (3) Mandatory shift shall be paid at 1.8 times the regular rate including the shift and weekend differentials.
- (4) Employees on authorized paid time off shall not be called in for mandatory shift.
- (5) In departments where mandatory shift lists exist, an employee who works extra hours and has their schedule adjusted so time off is received for working the extra time, does not change the employee's position on the mandatory shift list regarding when the employee next needs to work extra hours.
 - a. Movement on the list will only occur when the employee works extra requested hours (voluntary or mandated), for their regular scheduled shift, per individual department policies or practices.
- (6) Failure of the employee to report for mandatory shift and complete the assignment when notified, without just cause and documentation, shall be cause for corrective action.
- (7) The employer recognizes that mandatory shifts may be disruptive to the entire department. The employer will alert the department of the upcoming mandatory shift as soon as practicable. After the mandatory shift is assigned this will be communicated with the employee.
- (8) Should an employee provide a leader approved reason for why they are unable to work a scheduled mandated shift, the next individual on the mandate list will be notified by the leader.

2.04 STAND-BY PAY/CALL-IN FROM STAND-BY STATUS

- (1) For purposes of this section, "stand-by" shall mean the employee, at the direction of the Employer, is required to be on site and at work within one (1) hour of being notified unless otherwise specified and approved by the department leader.
 - a. If the employee fails to acknowledge notification by the leader within 30 minutes of being notified, the employee shall forfeit all standby pay and may be subject to corrective action if they are unable to furnish acceptable justification.
 - b. An employee cannot be on stand-by for responsibilities for which they are not trained and competent.
- (2) Full and part time employees required to be on stand-by duty shall be paid \$3.25 per hour while serving on stand-by status.
 - a. If notified of activation while serving on stand-by, the stand-by pay will end and time and one-half call-in pay will start upon arrival at work.
 - b. Regardless of hours worked, a minimum of two (2) hours of call in pay will be paid.

- (3) Stand-by shall not apply to an employee or group of employees who, as part of their regular duty assignment, are expected, but not required, to be available for work at all times in emergency situations.
- (4) If an employee is called back within one hour of completing a prior stand-by activation, that employee shall receive call in pay for the actual hours worked, rather than the additional two (2) hour minimum noted in 2.04 (2)(b).
- (5) Every reasonable effort shall be made to meet standby needs on a voluntary basis, taking seniority and job skills into consideration.

2.05 SHIFT DIFFERENTIAL

- (1) Shifts shall typically be defined as: Days 0700-1500; 2nd 1500-2300; 3rd 2300-0700
- (2) Shift differential shall be paid for hours worked in the defined shift.
- (3) 2nd shift (PM) differential is \$2.50; 3rd shift (Night) differential is \$3.50.
- (4) Shift differential applies when determining overtime compensation. In order to receive shift differential, employees working extra shift/hours in their own department do not need to do anything on the timekeeping system. If working in a different department than their assigned department, employees must hit transfer in the timekeeping system.

2.06 SHIFT SELECTION

- (1) Reasonable effort will be made to accommodate requests for permanent shift assignments, subject to the needs of the employer, to operate an efficient workplace in a flexible manner.
- (2) No employee shall be rotated from days to both the second and third shift during the calendar month schedule without the employee's permission.
- (3) Every reasonable effort will be made to schedule ten (10) hours off duty between assigned shifts.
- (4) Work schedules shall cover a calendar month and shall be posted two weeks in advance of the effective date of the schedule. Weekend schedules will be at a minimum of a six-month duration but not to exceed a one-year schedule unless a different minimum is agreed upon by the employees in the department and leader. The weekend schedule will be posted two weeks in advance of the effective date of the schedule. Employees may switch or trade weekend scheduled days provided there is an agreement in writing between the involved parties and approval of the department leader.
- (5) Every effort will be made to keep schedule changes to a minimum, but when schedule changes are necessitated, when possible, affected employees shall be notified at least 48-hours prior to such change.
- (6) Involuntary Permanent Shift Changes.
In the event that the Employer determines there is a need for a permanent shift change, the following shall occur:
 - a. Such changes shall be initiated after seeking qualified volunteers;

- b. In the event there are insufficient volunteers, the least senior qualified employee shall be assigned unless the employer determines that additional experience is required and taking into account the business needs of the Employer as to the impact on the departing shift.

2.07 CHANGE OF HOURS OR SHIFTS OR SCHEDULE CHANGES

In the event the business needs of the Employer require changes to the usual starting or ending times of shifts, temporary modifications may be made at the discretion of management up to a period of six continuous months. The employer will notify the union of schedule changes lasting longer than six (6) months. **Section 2.06 - Shift Selection** shall apply in administering schedule and/or shift changes.

2.071 TEMPORARY TRANSFERS BETWEEN SHIFTS FOR CRITICAL VACANCIES

- (1) Employer shall have the right to determine the number and duration of critical vacancies on a shift.
- (2) Once it makes that determination, Employer shall offer the opportunity to qualified Employees in the classifications involved to fill the vacancy temporarily for the period determined by Employer on a voluntary basis in order of seniority of Employees in those classifications. Employer shall have the right to determine from which shift or shifts it shall request volunteers.
- (3) An Employee who accepts this voluntary assignment shall be paid as follows:
 - a. 1.25 times the Employee's base rate of pay plus applicable shift and/or weekend differentials during the critical vacancy assignment (e.g. \$30 base rate + \$2.50 2nd shift differential + \$2.50 weekend differential = \$35 x 1.25 critical vacancy = \$43.75)
 - b. Overtime shall be paid per Section 2.02 Overtime.
- (4) If there are no volunteers for this transfer, Employer shall have the right to transfer the lowest seniority Employee in the classification on the shift or shifts which Employer requests volunteers. The incentive payment and/or premium pay rate set forth in this subsection shall not apply in the event of an involuntary transfer.
- (5) Employer shall notify the Union in writing within 48 hours of its determination that it has a declared critical vacancy.

2.08 WEEKEND DIFFERENTIAL

- (1) Employees shall be paid a weekend differential for all hours worked during shifts beginning at or after 0001 (12:01 am Saturday through 0659 (6:59am) Monday.
- (2) Weekend differential is \$2.50.
- (3) Weekend differential applies when determining overtime compensation.

2.09 AUTO ALLOWANCE

Employees directed by their supervisor to use their personal automobile on the Employer's business shall be compensated at the IRS allowable rate. When new rates are adopted by the IRS, changes shall be implemented within thirty (30) days of adoption.

2.10 FORMER MILWAUKEE COUNTY EMPLOYEES

(1) All former Milwaukee County employees (See **Appendix A**) are covered by the following benefits:

- DEFINED BENEFIT PLAN
- RETIREES HEALTH INSURANCE

(2) Provided that the obligations of the employer are subject to and conditional upon the County of Milwaukee funding 90% of these benefits. If the county funding ceases for any reason the obligations of the Employer cease forthwith, if, as, and when the county funding ceases for any reasons the ongoing obligations of the employer shall cease forthwith. Benefit entitlements and any related or funding or liability issues relating to the Milwaukee County defined benefit plan and retiree health insurance shall be determined in accordance with law and in accordance with the terms of the said plan, without recourse to the employer. For greater certainty if the County's 90% funding ceases, the employer's 10% ceases.

2.11 DEFINED CONTRIBUTION PLAN

(1) The Employer agrees to establish and maintain a tax qualified employee defined contribution plan covering certain eligible employees of the employer. The Employer defined contribution plan, which is a 401(k) savings plan, shall cover all eligible employees.

(2) Any and all rights of an employee to a pension under the system shall be governed by the terms of such plan. (Summary highlights attached as **Appendix B**).

(3) The term "employee" as used in this section is defined as an employee who works one year and 1,000 hours or more and is at least 18 years of age. For plan years starting January 1, 2024 and after, the term "employee" as used in this Section is defined as an employee who is 18 years of age.

(4) Upon completion of 3 months of employment at Employer, new Employees are auto-enrolled at a 5% Employee contribution. This can be modified or opted out of by the Employee. For plan years starting January 1, 2024 and after, employees are immediately eligible to contribute to the plan. Auto enrollment will cease and the employee will be responsible for making their own election.

(5) Employer shall make a contribution to the 401(k) plan of 3%, based on the employee's gross salary, in accordance with the terms of the plan. For plan years beginning January 1, 2024 and after, the employer will make an annual employee service contribution based on the employees gross salary at the following rates based on years of service in accordance with the plan document. Contributions are made annually to those employees employed on the last day of the year and have worked at least 1,000 hours in the calendar year. Existing employees who are 100% vested would retain this status. Newly hired staff members would be subject to the 3 year cliff vesting schedule.

Tenure	Contribution
0-4 Years	2.5%
5-10 Years	2.75%
11-15 Years	3.0%
16-20 Years	3.5%
21-25 Years	4.0%

26+ Years	4.5%
-----------	------

- (6) Commencing January 1, 2021, Employer shall match 50% of the first 5% of Employee contributions. Eligibility for this match shall be in accordance with the Plan document after 1 year of service and 1000 hours worked. For plan years beginning January 1, 2024 and after, the employer shall match 50% of the first 6% of employee contributions. Eligibility for matching contributions after January 1, 2024 is immediate. Employer contributions shall vest after 3 years in accordance with the plan document.
- (7) Employer reserves the right to change the plan administrator or trustee and/or administrative issues of the plan.

2.12 PROBATIONARY PERIOD

- (1) All new bargaining unit employees shall serve a probationary period of six (6) months from the date of hire into the bargaining unit.
- (2) The Employer may extend the probationary period up to an additional six (6) months at its discretion. During the probationary period, employees shall be subject to dismissal for any reason without recourse to the grievance procedure. As soon as administratively possible following the extension of the probationary period (typically within 72 hours of the event), the employer will notify the union of the extension of the probationary period and the reasons for the action. Nothing contained herein shall, in any way limit the authority of the employer to extend the probationary period.
- (3) Upon successful completion of the probationary period, the employee shall be granted seniority rights as provided in 2.30 SENIORITY DEFINED of this Agreement.
- (4) Should a Medical Laboratory Technician (MLT) attain the credentials to transfer into the bargaining unit as a Medical Laboratory Scientist or related bargaining unit title, that employee shall not have a new probationary period, assuming they have completed a probationary period as an MLT.

2.13 PAID TIME OFF

- (1) Eligibility:
 - a. Full time and part time (excluding casual status) are eligible for PTO. Employees may use PTO upon completion of 90 days of employment, as long as PTO hours are credited to their account. Employees may check their PTO bank balance through the payroll system.
 - b. To accommodate holidays that occur within the first 90 days of employment, newly hired Employees will be eligible to "go negative" in their bank, up to 8 hours per holiday for holidays only. There is no "go negative" for any other PTO. This negative amount shall be made up with the Employee's accruals after the holiday.

- (2) PTO Accrual and Design:

Years of service for PTO is based on the Employee's adjusted hire date. PTO, including holiday hours, will accrue for eligible Employees less than 1.0 Full Time Equivalent based on hours worked

(capping at a full-time, 1.0 FTE level). PTO does not accrue while on unpaid Leave of Absence hours (LOA). PTO accrual rates will increase when the Employee member reaches 3, 7, 10, 15 and 20 years of service. The maximum accrual of PTO that can be maintained is twice one's normal accrual rate for their FTE.

a. Accrual Rates

0-2.9 years: 24 days ----- 192 hours -----Max balance: 384 hours
3-6.9 years: 29 days ----- 232 hours -----Max balance: 464 hours
7-9.9 years: 31 days -----248 hours -----Max balance: 496 hours
10 – 14.9 years: 34 days ---- 272 hours -----Max balance: 544 hours
15-19.9 years: 36 days ---- 288 hours -----Max balance: 576 hours
20 Plus years: 39 days -----312 hours -----Max balance: 624 hours

- b. Employees shall have the option to participate in a 90% PTO cash-out at least once per year, which is in addition to the opportunity in PTO-24 (3)(a)(i) below. This cash out will be offered at set intervals determined by WDL. Employees must have at least one year of employment. Requests must be of at least eight hours minimum to cash out. Requests must leave at least 40 hours of PTO available after cash out. Cash out will be paid in increments of whole hours.

(3) PTO 24 Hours

- a. Twenty-four (24) PTO hours (PTO-24) per year shall be reserved for any combination of the following:
- i. Voluntary cash out upon request of PTO -24 hours, in 8 hour increments, shall be paid out on the second pay period of January in each year. Requests must leave a least 40 hours of PTO available;
 - ii. Emergency days (unscheduled PTO-24) do not count as an occurrence towards the attendance policy but disqualify the employee from the perfect attendance program (see Section 2.22). Employee must have enough PTO-24 hours available to cover scheduled shift to apply and must request PTO-24 at time of absence.
 - iii. Scheduled hours for the purposes of high priority requests.
- b. Of the three categories for use (i. cash out, ii. unscheduled PTO, and iii. high priority requests), no more than two (2) days may be selected for any one category. For example, an employee may use two PTO-24 days for an unscheduled absence; however, they may not use the remaining 8 hours for a third day of unscheduled absence. Instead, they may elect to use the remaining 8 hours for either a high priority day or a cash out – or not use it at all.
- c. An emergency use of PTO-24 hours may not be used to cover occurrences of tardiness.
- d. Unused PTO-24 hours will not be rolled over to the following year.

- e. A request to use PTO-24 hours has priority over regular PTO requests.

(4) PTO Use:

- a. PTO may be used for such purposes as holidays, vacations, occasional illness or injury, personal business, Employee health appointment time, or any other reason for which the leader may grant time off with pay. Employees may voluntarily use PTO to cover low volume (voluntary time off) but are not required to use PTO.
- b. An eligible Employee can fulfill their FTE or scheduled hours for the pay period using PTO hours to cover time off. The combination of hours (worked, jury duty, bereavement, etc.) and PTO hours should equal but not exceed the Employee's FTE/scheduled hours for the pay period. An Employee may not request PTO beyond their FTE/scheduled hours for the pay period. PTO must be used prior to taking unpaid time off, except for low volume (VTO).
- c. PTO may be used in increments as small as our timekeeping system allows (6 minutes).

(5) Requests to Use PTO

- a. PTO requests will be reviewed and approved based on seniority, staffing needs, this contract, and other variables. Except as otherwise set forth herein, the current practices for scheduling vacation and sick for advanced, whole week, short notice, and other situations shall apply to PTO.
- b. PTO for sick time must follow department call-in rules.
- c. Supervisors may grant time off if reasonable advance notice is given and the request does not conflict with departmental staffing needs.
- d. Borrowing of PTO hours against future accrual is prohibited. (Exception noted above with holidays for newly hired Employees).
- e. In the event an employee is absent from work, arrives late or leaves early, Management and/or Payroll reserves the right to assign PTO to the unpaid time to complete the employee's full shift.

(6) PTO as a Supplement to Short-term Disability or Worker's Compensation:

- a. Employees who are on a leave of absence covered by state FMLA laws and are collecting short-term disability payments or workers compensation can elect to supplement their short-term disability or Worker's Compensation payments with PTO in order to receive a full paycheck, provided however that Employees taking federal FMLA leave shall exhaust available PTO on such leave first with frozen sick time preceding PTO.

- b. Employees will not be allowed to receive more than 100% of their pre-disability base pay from the combination of short-term disability or Worker's Compensation and PTO.
- (7) Transfer to an Ineligible Status:
- a. Transfer to an ineligible category (casual status) will cause the accrued but yet unpaid Paid Time Off hours, to be paid to the Employee at the Employee's hourly rate in effect at the time of the status change. Upon reinstatement to an eligible status, the Employee shall resume accruing hours as set forth in this policy.
- (8) Termination and End of Employment:
- a. An Employee will receive a payout of accrued unused PTO as of the date of termination, in the Employee's final paycheck if proper resignation notice is given. Proper notice is a minimum of 14 calendar days in which the employee works all scheduled shifts in the 14 calendar day notice period.
 - b. If the minimum 14 calendar day notice period includes pre-scheduled or unscheduled PTO the effective end of employment date would be extended to accommodate the number of PTO hours taken unless the scheduled PTO hours are for one of the six (6) recognized national holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day). Failure to fulfill the 14 calendar day notice period or extended notice period will result in forfeiting a PTO pay out.
 - c. If advance notice of 28 calendar days or more is given, any pre-approved time off within the final 14 calendar days but before the effective last day of employment (last day worked) shall not extend the notice period. The employee shall receive their PTO pay out in this scenario.
 - d. If an employee fails to comply with the requirements of this Section as described in paragraphs (1), (2) or (3), or is found to have committed a Category B violation of the WDL Rules of Employee Conduct during the 14 calendar day notice period, there shall be no PTO payout. The employer will not apply the Rules of Employee Conduct arbitrarily or unreasonably.
 - e. Employees who are involuntarily terminated (discharged) with cause do not receive a payout of unused PTO.

2.130 HEALTH APPOINTMENT TIME

- (1) Full time employees regularly scheduled to work the day shift, Monday through Friday, may use up to eight (8) hours of health appointment time from their frozen sick time each calendar year for preapproved doctor/dentist appointments. Part time employees are pro-rated. If frozen sick time is not available, PTO must be used.
- (2) It is an expectation that employees make every effort to schedule the appointments during non-work hours or on scheduled days off to minimize time away from work.

- (3) The employee receives approval of the appointment time prior to the time the appointment is made.
- (4) There is no reasonable alternative to scheduling the appointment during non-scheduled work time.
- (5) Employees must provide their managers with a doctor/dentist excuse or appointment card verifying the date and time of the appointment. Employees will not be paid health appointment time without that information. Managers must collect the excuse or appointment card and forward it to the Payroll Department for processing.
- (6) Second and third shift employees do not receive Health Appointment Time.

2.131 PAID SICK TIME “CRISIS” DONATIONS

- (1) To financially assist co-workers in crisis or catastrophic situations, employees may voluntarily donate frozen sick time first, then PTO to another employee, irrespective of the person’s union/non-union affiliation.
- (2) Hours must be donated in eight (8) hour increments.
 - a. The minimum donation is eight (8) hours.
 - b. The maximum donation must leave the donor with no less than 64 PTO hours.
- (3) The donated hours will be converted into “Crisis Hours” and paid to the recipient at the recipient’s pay rate.
- (4) To be eligible, the recipient of the donated crisis hours must have used all of his/her paid time, including frozen sick time and PTO and expect not to receive pay for at least three consecutive work days or longer.
- (5) Examples of qualifying crisis or catastrophic situations may include:
 - a. A life-changing event such as a fire, tornado or other natural disaster affecting an employee’s dwelling.
 - b. An employee being unable to work due to his/her own medical condition and not receiving pay from any benefit source.
 - c. An employee being unable to work due to his/her legal spouse, child, or parent’s medical condition and not receiving pay from any benefit source.
- (6) Employees wishing to donate hours will be required to:
 - a. Complete a form verifying the donation is voluntary, the name of the recipient, the situation, the number of hours being donated.
 - b. Submit the form to his/her manager for approval and then give the approved form to Human Resources.

2.132 LONG TERM DISABILITY INSURANCE PLAN

- (1) Effective January 1, 2021, WDL Long Term Disability Plan shall be replaced with the Froedtert Health System Long Term Disability Plan which is in effect during the term of this Agreement. The plan shall be those which are applicable to Froedtert employees generally from year to year.
- (2) The long term disability plan available to employees to elect will be in accordance to the long term disability plan governed by the Froedtert Health System. Additional information as to the insurance coverage is detailed in the terms of the plan document.

2.133 SHORT TERM DISABILITY INSURANCE PLAN

- (1) Effective January 1, 2021, WDL Short Term Disability Plan shall be replaced with the Froedtert Health System Short Term Disability Plan which is in effect during the term of this Agreement. The plan shall be those which are applicable to Froedtert employees generally from year to year.
- (2) The short term disability plan available to employees will be in accordance to the short term disability plan governed by the Froedtert Health System. Additional information as to the insurance coverage is detailed in the terms of the plan document.
- (3) An employee eligible to receive short term disability benefits may use frozen sick time or PTO to supplement the benefit, up to a total of 100% of the employee's weekly earning.

2.14 FAMILY AND MEDICAL LEAVE

- (1) The Employer agrees to comply with both the State and Federal Family and Medical Leave Acts. Employee payment for such days shall be limited to accrual and used by the employee as set forth in **Section 2.13 – Paid Time Off**. Such leave(s) shall be concurrent to the extent allowed by law. These paid days may be substituted for the unpaid days allowed by the Wisconsin Family and Medical Leave Act.
- (2) See **Appendix C** for the Family and Medical Leave Act (FMLA) procedure.

2.141 PARENTAL LEAVE AND ADDITIONAL BENEFIT PROGRAMS

- (1) Effective January 1, 2024, Parental Leave available to employees will be in accordance to the Parental Leave governed by the Froedtert Health System.
- (2) If during the course of this contract WDL's parent company begins to offer Permanent Resident Process for Immediate Alien Relatives Assistance Program or a similar program, WDL will provide the same benefit to its staff members.
- (3) Adoption assistance is available to employees and will be in accordance with the Adoption assistance benefit governed by the Froedtert Health System.
- (4) Childcare assistance is available to employees and will be in accordance with the benefits offered by WDL's parent company.

- (5) WDL shall communicate to the union and employees applicable benefit updates within 30 days of receiving said updates.

2.15 NON REGULATORY LEAVES OF ABSENCE

- (1) Leaves of absence considered under this section will be coordinated with the State and Federal Family Medical Leave Act (FMLA), whereby the regulatory FMLA leave and the leave covered by this section run concurrently. Full time and part time employees must have successfully completed their initial six month probationary period to be eligible to apply for a leave of absence under this section.
- (2) Those employees who are not eligible for leave under Section 2.14 (FAMILY AND MEDICAL LEAVE) may apply for a non regulatory leave of absence for reasons of personal disability or following the birth or adoption of a child.
- (3) In addition all eligible employees may apply for a non-regulatory leave of absence for personal good reason (e.g. care taking, military leave, etc.).
- (4) Educational Leaves are covered in Section 2.161
- (5) A leave of absence as described above in paragraph 1 and 2 of this section, must be requested as soon as it is known that such leave will be needed and it must be approved in advance by the employee's leader. Approval will not be unreasonably withheld.
- (6) Leaves of absences will normally be granted for a period of time not to exceed three (3) months within a rolling 12 month period. The employer, in its discretion, reserves the right to grant, deny or limit non regulatory leave of absence duration and other terms of the non-regulatory leave.
- (7) Employees while on non-regulatory leave of absence may request to work reduced part-time or casual hours with the approval of the leader and be compensated at the rate of pay such employee was receiving at the commencement of such leave if assuming their regular duties, or the rate attributable to the duties actually performed if outside of their classification. Fringe benefit accrual shall be adjusted according to the employee's part-time or casual status.
- (8) In the event the employee is unable to return from such non-regulatory leave as scheduled, the employee shall notify the employer to that effect as soon as such circumstances come to the employee's attention. This notice must be received by the employee's leader prior to the expiration of the non-regulatory leave. The employee must provide evidence to their leader and Human Resources verifying the reason for the requested extension, as well as the date on which the employee is expected to be able to return to work. The leader and Human Resources, in their discretion, reserves the right to grant, deny or limit non-regulatory leave of absence extension. Nonregulatory leave of absence extensions will not exceed thirty (30) calendar days.
- (9) Under no circumstances will a non-regulatory leave of absence be granted for an employee to engage in other gainful employment.
- (10) Employees shall exhaust all accrued paid time off (PTO), including frozen sick time (when available and related to a personal disability) at the beginning of the leave of absence. When available PTO and frozen sick time (if available) are exhausted, an approved non-regulatory leave of absence will be without pay.
- (11) Prior to commencement of the non-regulatory leave of absence, the employee shall contact WDL Human Resources to ensure that required documentation is completed and filed.
- (12) Employees shall be reinstated to their former positions upon return from an approved non-regulatory medical leave of absence.
- (13) Employees requesting to return to their former classification at the expiration of their non-regulatory leave of absence shall be permitted to return to the position and

classification held prior to the leave. If such position is not available, the employee shall be returned to a vacant position in the same or lower classification for which they are qualified as determined by the employer. If no such vacancy exists, the employee shall be placed on a layoff/recall list for that job classification.

- a. If a vacancy comes available within 12 months, the employee will be recalled. See Section 3.06(7) LAYOFF AND RECALL regarding recall only.
- b. Section 3.06(4) LAYOFF AND RECALL does not apply when an employee is laid off due to a non-regulatory leave of absence.

(14) PTO shall not accrue for Employees who are on a non-regulatory leave of absence for any portion of the leave which is without pay.

(15) Failure to return from a non-regulatory leave of absence upon the expiration of such leave will be considered a resignation.

(16) Except when run concurrently with Federal and/or State FMLA, employees on an approved nonregulatory leave of absence, may continue the benefits of Life Insurance, Employee Health, Dental and Vision Insurance and , but will be responsible for the full cost of these benefits.

2.16 BEREAVEMENT LEAVE

(1) Time away from work will be provided when an Employee experiences a death in the family.

(2) Full and part time Employees will be eligible for bereavement immediately upon hire.

(3) Time Off:

Eligible Employees may be granted a maximum of four (4) scheduled work days, if necessary, to observe a period of bereavement when having suffered the of a:

- (a) Spouse or partner lived with for at least one year.
- (b) Same-sex domestic partner
- (c) Child, step-child, foster child or child of same-sex domestic partner, including the loss of a child due to miscarriage or still birth.
- (d) Parent, step-parent, legal guardian
- (e) Brother/Sister, step-brother/step-sister

(4) Eligible staff may be granted a maximum of three (3) scheduled work days, if necessary, to observe a period of bereavement when having suffered a loss of a:

- (a) Grandparent/grandparent in-law
- (b) Grandchild
- (c) Parent-in-law
- (d) Brother/sister-in-law
- (e) Son/daughter-in-law
- (f) Step brother-in-law/step sister-in-law
- (g) Step son-in-law/step daughter-in-law
- (h) Parent or brother/sister of same-sex domestic partner

(5) Eligible staff may be granted a maximum of one (1) scheduled work days, if necessary, to observe a period of bereavement when having suffered a loss of a:

- (a) Aunt/uncle
- (b) Niece/nephew

(6) Pay Process

- (a) The bereavement benefit for scheduled work days is based on the staff member's regular schedule and shall be at the staff member's regular hourly base rate excluding differentials.
- (b) For example, if a staff member's regular schedule is 10 hours on Tuesdays and they use the bereavement leave benefit on Tuesday, they would be paid 10 hours of bereavement pay. Staff members do not need to use accrued sick, personal, or vacation time to fulfill up to their regular schedule for the day.
- (c) Saturdays and/or Sundays are considered as work days and qualify as bereavement days when the staff member is regularly scheduled to work Saturdays and/or Sundays.
- (d) The employee needs to coordinate the bereavement leave with the assigned leader.

(7) Special Circumstances

- (a) In addition to the specific relationships listed above, bereavement time will be considered for any individual related by blood or affinity where close association is equivalent to a family member.
 - i. Department leaders may approve additional days off to be charged against paid time off (PTO) when available or be considered an excused absence without pay.
 - ii. In certain situations, unusually long distances may have to be traveled. In such cases, the leader may grant additional time off to the staff member. Such additional time off, when approved, shall be without pay (this would be coded as absent without pay), or the staff member may elect to use accrued paid time off.

(8) Documentation Needed

- (a) Proof of relationship to the deceased may be requested by the department leader.

2.161 EDUCATIONAL LEAVE

- (1) Employees in the bargaining unit shall be eligible for educational leave for no more than one year upon approval of the employer. Such approval shall not be unreasonably denied. When an educational leave is granted, the employee shall exhaust all PTO at the beginning of the educational leave period.
- (2) Employees requesting an educational leave should notify the employer in writing as far in advance as possible.
- (3) Failure to return from a leave of absence upon the expiration of such leave shall be considered a resignation in absentia.
- (4) Employees returning from an approved educational leave for six (6) months or less shall return to their former position from which the leave was granted. After an approved educational leave of more than six (6) months, employees shall be returned to their former classification if a vacant position exists. If such position is not available, the employee shall be returned to a vacant position in the same or lower classification for

which they are qualified as determined by the employer. If no such vacancy exists, the employee shall be placed on a layoff/recall list for that job classification.

- a. If a vacancy comes available within 12 months, the employee will be recalled. See Section 3.06(7) LAYOFF AND RECALL regarding recall only.
- b. Section 3.06(4) LAYOFF AND RECALL does not apply when an employee is laid off due to a non-regulatory leave of absence.

2.17 AMERICANS WITH DISABILITIES ACT

- (1) The Company and the Union agree to comply with the Americans with Disabilities Act. The Company and the Union mutually agree that an employee who is a qualified individual with a disability as covered by the Americans with Disabilities Act is eligible for, upon request, reasonable accommodation as defined by the Act. In the event the employer finds it necessary to accommodate the disability of an applicant or an employee whose work is within the parameters of **Section 1.01 - Recognition**, by modifying job responsibilities, job assignment or work schedule, it will inform the Union of the need and the reasons therefore and the accommodation to be made. The Union shall have the opportunity to provide input regarding the accommodation(s) necessary.

2.18 MILITARY LEAVE

- (1) Employees who are required to take periods of training for the purpose of retaining status as members in organized units of the Reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard, and the National Guard, and who are ordered to active duty, may be granted leaves of absence upon submission of evidence of receipt of competent orders.
- (2) Employees shall have the option to receive full pay during such leave or to retain military pay. Employees choosing to be compensated by the employer shall submit their military base pay to the employer.
- (3) Paid leave of absence for this purpose shall not exceed fifteen (15) days per year.

2.19 LIFE INSURANCE

- (1) Effective January 1, 2021, WDL Life Insurance Plan shall be replaced with the Froedtert Health System Life Insurance Plan which is in effect during the term of this Agreement. The plan shall be those which are applicable to Froedtert employees generally from year to year.
- (2) The life insurance plan available to employees to elect will be in accordance to the life insurance plan governed by the Froedtert Health System. Additional information as to the insurance coverage is detailed in the terms of the plan document.
- (3) Employees will be eligible to participate in a Supplemental Life and Accidental Death and Dismemberment Insurance Programs.
- (4) The entire cost of this additional insurance shall be borne by the employee as this life insurance is a contract between the employee as an individual and the insurer and the employer is not involved. Premium payments may be made via payroll deduction.

2.20 MEDICAL & PRESCRIPTION DRUG PLAN

- (1) Effective January 1, 2021, WDL Medical & Prescription Drug Plan shall be replaced with the Froedtert Health System Medical & Prescription Drug Plan which is in effect during the term of this Agreement. The plan shall be those which are applicable to Froedtert employees generally from year to year.
- (2) The Medical and Prescription Drug Plan available to employees to elect will be in accordance to the Medical and Prescription Drug Plan governed by the Froedtert Health System. Additional information as to the insurance coverage is detailed in the terms of the plan document.
- (3) FHS Plan features, costs, monthly premiums, out of pocket maximums, deductibles and plan administrators subject to change year to year as applicable to all participating Employees.
- (4) Medical and prescription drug plan benefits shall be provided for all eligible employees in accordance with the benefit levels of the plan contract currently in force.
- (5) In the event an employee, who has exhausted frozen sick time/PTO, is placed on leave of absence without pay status on account of illness, the Employer shall continue to pay the same amount for the Medical and Prescription Drug Plan as the Employer paid prior to the leave for such employee for a period not to exceed one (1) year. The one-year period of limitation shall begin to run on the first day of the month following that during which the leave of absence begins. The duration of such payment shall count towards any COBRA continuation obligation of Employer.
- (6) The Employer shall have the right to require employees to sign an authorization enabling the audit of medical and dental records. Information obtained as a result of such audits shall not be released to the Employer with employee names unless necessary for billing, collection, or payment of claims.
- (7) The Employer reserves the right to terminate its contract(s) with any employee medical and prescription drug plan administrator or carrier and enter into a contract with any other administrator or plan. Benefit levels include, but are not limited to, schedules of covered services and participation deductibles, coinsurance, co-pays and out-of-pocket maximums. Benefits levels shall remain substantially equivalent. The Employer must provide a thirty (30) day written advance notice to the Union prior to any such change(s).
- (8) Notice of Change in Status. It shall be the employee's responsibility to notify Employer of any change in family status for medical coverage. This shall include, but not be limited to, change from family to single coverage. Such notification shall take place within thirty (30) days of the change in family status. Failing to notify Employer shall result in the employee assuming responsibility for the additional cost until corrected.
- (9) Additional information as to the health plan provisions are detailed in the applicable plan document/plan contract.

2.201 DENTAL PLAN

- (1) Effective January 1, 2021, WDL Dental Plan shall be replaced with the Froedtert Health System Dental Plan which is in effect during the term of this Agreement. The plan shall be those which are applicable to Froedtert employees generally from year to year.
- (2) The Dental Plan available to employees to elect will be in accordance to the Dental Plan governed by the Froedtert Health System. Additional information as to the insurance coverage is detailed in the terms of the plan document.
- (3) In the event an employee who has exhausted accumulated sick time/PTO is placed on leave of absence without pay status on account of illness, the employer shall continue to pay the same amount for the Dental Plan as the employer paid prior to leave for such employee for a period not to exceed three (3) months. The three-month period of limitation shall begin to run on the first day of the month following that during which the leave of absence begins. The duration for such payment shall count towards any COBRA continuation obligation of Employer.
- (4) The Employer shall have the right to require employees to sign an authorization enabling the audit of dental records. Information obtained as result of such audits shall not be released to the employer with employee names unless necessary for billing, collection, or payment of claims.
- (5) The Employer reserves the right to terminate its contract(s) with any dental plan administrator or carrier and enter into a contract with any other administrator or plan. Benefit levels include, but are not limited to, schedules of covered services and participation deductibles, coinsurance, co-pays and out-of-pocket maximums. Benefit level shall remain substantially equivalent. The employer must provide a thirty (30) day written advance notice to the Union prior to any such changes(s).
- (6) Notice of Change in Status. It shall be the employee's responsibility to notify Employer of any changes in family status for health and dental insurance coverage. This shall include, but not be limited to, change from family to single coverage. Such notification shall take place within thirty (30) days of the change in family status. Failing to notify Employer shall result in the employee assuming responsibility for the additional cost until corrected.
- (7) Additional information as to the dental plan provisions are detailed in the application plan document/plan contract.

2.202 VISION PLAN

- (1) Effective January 1, 2021, WDL Vision Plan shall be replaced with the Froedtert Health System Vision Plan which is in effect during the term of this Agreement. The plan shall be those which are applicable to Froedtert employees generally from year to year.
- (2) The Vision Plan available to employees to elect will be in accordance to the Vision Plan governed by the Froedtert Health System. Additional information as to the insurance coverage is detailed in the terms of the plan document.
- (3) In the event an employee, who has exhausted frozen sick time/ PTO, is placed on leave of absence without pay status on account of illness, the Employer shall continue to pay the

same amount for the vision plan as the Employer paid prior to the leave for such employee for a period not to exceed one year. The one-year period of limitation shall begin to run on the first day of the month following that during which the leave of absence begins. The duration of such payment shall count towards any COBRA continuation obligation of Employer.

- (4) The Employer shall have the right to require employees to sign an authorization enabling the audit to vision records. Information obtained as a result of such audits shall not be released to the Employer with employee names unless necessary for billing, collection, or payment of claims.
- (5) The Employer reserves the right to terminate its contract(s) with any vision plan administrator or carrier and enter into a contract with any administrator or plan. Benefit levels include, but are not limited to, schedules of covered services and participation deductibles, coinsurance, co-pays and out-of-pocket maximums. Benefit levels shall remain substantially equivalent. The Employer must provide a thirty (30) day written advance notice to the Union prior to any such changes(s).
- (6) Notice of Change in Status. It shall be the employee's responsibility to notify Employer of any change in family status for vision plan coverage. This shall include, but not be limited to, change from family to single coverage. Such notification shall take place within thirty (30) days of the change in family status. Failing to notify Employer shall result in the employee assuming responsibility for the additional cost until corrected.
- (7) Additional information as to the vision plan is detailed in the applicable plan contracts/plan documents.

2.203 FLEXIBLE SPENDING ACCOUNT AND HEALTH SAVINGS ACCOUNT

- (1) Effective January 1, 2021, WDL Flexible Spending Account and Health Savings Account Plan shall be replaced with the Froedtert Health System Flexible Spending Account and Health Savings Account Plan which is in effect during the term of this Agreement. The plan shall be those which are applicable to Froedtert employees generally from year to year.
- (2) The purpose of these plans is to allow eligible employees to pay eligible qualified medical expenses and qualified dependent care expenses.
- (3) Additional information as to the plan is detailed in the applicable plan contracts/plan documents.

2.21 HOLIDAYS

- (1) After 90 calendar days of employment, full and part time employees are eligible for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays are included as PTO accruals. When eligible employees do not work on one of the above holidays, they may be required to take PTO to fulfill their FTE requirement.
- (2) Holiday shifts are considered to be the beginning of the first shift on the day of the holiday through end of the night shift on the morning following the actual holiday.

- (3) PTO for Holidays is computed at the regular base rate of pay. Employees must request PTO time for holidays on the timekeeping system.
- (4) Employees working on any of these actual holidays shall receive time and one-half for hours worked. Also, full time, part time and casual employees working 2nd shift and 3rd shift on New Year's Eve and/or Christmas Eve shall receive time and one-half for hours worked.
- (5) Overtime is only paid once for any holiday.
- (6) Part time employees working on actual holidays shall receive "holiday overtime pay" equal to the number of hours they worked on the actual holiday, to a maximum of eight hours.
- (7) In departments operating five days per week, an actual holiday falling on a Saturday shall be observed on the preceding workday and a holiday falling on a Sunday shall be observed on the following workday. Employees working on an observed holiday do not receive time and one-half pay.
- (8) The Employer shall make every effort to honor employee requests to be off of work on the holiday, based upon seniority and minimum staffing requirements. Each employee will be granted Thanksgiving or Christmas off and at least one of the following holidays (New Year's Day, Memorial Day, Independence or Labor Day). Employees who worked the Thanksgiving or Christmas holiday in the previous year will be placed at the bottom of the continuous rotation list for each holiday.
- (9) In laboratory departments that are staffed on holidays, all effort will be made by the leader to have Employees work an equal number of the holidays per year based upon seniority and minimum staffing requirements.
 - a. If any holiday(s) other than Thanksgiving or Christmas Day still require staffing after equal division, the least senior employee with the least number of holidays will be assigned.
 - b. In the process of annual holiday selection, no employee may be involuntarily assigned to work both Thanksgiving and Christmas.
 - c. In the event that a scenario develops during the annual holiday selection process, the employee that is at the top of the rotating list for each holiday will be assigned, regardless of other holidays selected, so long as it does not result in any employee being scheduled for both Thanksgiving and Christmas.
 - d. The annual holiday selection list is not final until approved by the leader.
 - e. In the event of an unfilled slot on Thanksgiving or Christmas Day holiday, after annual holiday selection is approved, the employee that is at the top of the rotating list for each holiday will work, regardless of other holidays selected as long as it does not result in the employee working both Thanksgiving and Christmas Day. In such case, the next employee (not already assigned to Thanksgiving or Christmas Day) on the rotating list would be assigned.

- f. An employee may not be mandated to work if it results in the employee working both Thanksgiving and Christmas Day. In such a case, the next eligible employee on the mandatory list would be assigned.

2.22 ATTENDANCE BONUS PROGRAM

- (1) To encourage employees to strive for perfect attendance, an Attendance Bonus Program applies to full time and part time employees. Under the program, employees will be able to earn perfect attendance days off with pay under the following conditions.
- (2) Employees who have completed their probationary period as of December 31 of each year of this agreement are eligible to earn two paid days off as follows. The value of each perfect attendance day off is 8 hours for full time and 4 hours for part time.
 - a. Employees with perfect attendance (as defined in this section) from January 1 through June 30 of each year will be credited with one additional PTO day
 - b. Employees with perfect attendance (as defined in this section) from July 1 through December 31 of each year will be credited with one additional PTO day.
 - c. If an employee has a flexible start time schedule, the determination of meeting the requirement for this bonus is at the discretion of the leader.
- (3) The PTO day off must be scheduled in advance and must be approved by the employee's manager.
- (4) The following reason for missing work disqualifies an employee from receiving the perfect attendance day off: unscheduled PTO or frozen sick time (other than time for doctor/dental appointments as described in **Section 2.130 – Health Appointment Time**), unscheduled/emergency PTO, unscheduled/emergency PTO days, absences, tardiness (determined by timekeeping badge swipes) including arriving late or leaving early.
- (5) The following reasons for missing work do not disqualify an employee from receiving the PTO day: scheduled vacation, scheduled PTO, approved FMLA, VTO, bereavement time (as defined in this agreement), and jury duty. Scheduled time for doctor/dental appointments must be approved by management. Each manager determines the specific timeframe in which employees must receive advance approval, but not less than one week. Management has full discretion regarding approval/disapproval of the appointment, based on staffing needs.

2.23 BULLETIN BOARDS

- (1) The employer shall provide bulletin board space for the Union's use in a location to be agreed upon for posting notices regarding Union affairs, restricted to the following:
 - a. Notice of Union meetings
 - b. Notice of Union elections
 - c. Notice of Union appointments and results of Union elections

- d. Notice of Union recreational and social events
 - e. Notice concerning bona fide Union activities such as cooperatives, credit unions, and unemployment compensation information. Other notices concerning Union affairs, which are not political or controversial in nature.
- (2) Upon written notice by the employer, the Union shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship.
- (3) The posting of any Union- authorized material which is in violation of this section shall be cause for the immediate cancellation of bulletin board privileges.
- (4) It is jointly recognized that bargaining unit employees do not work in one specific and contained area. The Union may request, and the employer will consider, the written request for additional posting locations in common, non-public areas. Approval will not be unreasonably withheld.

2.24 WORK DAY/OFF DAYS

- (1) The normal working day shall consist of eight (8) hours exclusive of the 30-minute unpaid meal period. Employees shall normally be relieved of their duties during their meal period. If employees are not relieved of their duties during meal periods, they shall be compensated on an overtime basis for their meal period, if time worked results in more than eight (8) hours worked that day. However, employer may schedule other than 8 hour shift not to exceed twelve (12) hours provided the employee is notified at least 30 days prior to this scheduled day(s).
- a. Employees shall be entitled to a 15-minute paid break for each four (4) hours worked. Employees shall not receive additional pay for breaks not taken.
 - b. All meal periods and breaks shall be scheduled so as to ensure continuous service coverage.
- (2) The normal work week shall consist of forty (40) hours. However, the employer agrees with the concept that alternative work schedules may be mutually advantageous. Such scheduled may include 10-hour days, 12-hour days, or a combination of the above. Employees may volunteer to be so assigned on a straight time basis, with the approval of and within the guidelines established by the employer. If employer needs are not being met on a volunteer basis, employer may schedule shifts not to exceed 12 hours as provided in (1) above. Prior to the implementation of any new permanent shift, management shall notify the Union to explain the rationale of the change and method of implementation and upon request of the union, shall meet to advise of the bargaining unit implications. Such notice shall be given to the union and the affected employees not less than 30 calendar days in advance of the schedule change.
- (3) 10-hour per day and 12-hour per day employees will liquidate frozen sick time and PTO in accordance with their scheduled hours.

- (4) The Employer agrees with the concept of keeping weekend rotation to a minimum. Except where necessary to maintain staffing requirements to meet the needs of patient care, employees shall normally be scheduled off a minimum of two (2) complete weekends (Saturday and Sunday) within a four-week period.
- (5) At the time schedules are being completed, requests for time off will be considered according to the following priorities:
 - a. Previously approved PTO for full weeks of vacation.
 - b. Current requests to use PTO for vacation weeks.
 - c. Requests for PTO for individual day(s) less than one full week.
 - d. Unscheduled PTO.. In the case of conflict, seniority will be the deciding factor.
 - e. Accrued overtime.
 - f. Unpaid off days will be adjusted to accommodate (5) (a) through (e) above if possible. If after adjusting off days it is impossible to grant requests for PTO and also schedule the required two (2) unpaid off days each week, unpaid off days shall be given priority.
 - g. VTO- it is expressly understood that VTO can be revoked due to staffing needs.

2.25 SEMINAR/CERTIFICATION FEE AND TUITION REIMBURSEMENT

- (1) Seminar Leave and Reimbursement
 - a. Annual seminar/certification fee reimbursement funds of at least \$5,400 will be provided for the payment of seminar/certification registration fees. Certification reimbursement shall be limited to advanced specialty certification and certification which requires Continuing Education Credits to maintain certification. Such reimbursement within the limits of the annual fund shall be approved up to a maximum of \$250 per year per employee and may only be utilized with the prior approval of the employer.
 - b. When an employee is authorized to attend a seminar irrespective of the manner of reimbursement, the employee shall be permitted to attend during the employee's normally scheduled working hours. In the event the employee is scheduled for PMs or nights, the employee's schedule shall be modified to permit attendance during the day. However, attendance at seminars on regularly scheduled off days shall not be compensated.
 - c. Employees attending seminars will be credited with paid leave during their scheduled shift for that day, but will be expected to return to duty if two (2) or more hours of work can be completed on the shift for that day.
 - d. The term "authorized" shall mean permission of or direction by the employer.
 - e. Permission to attend seminars shall not be unreasonably withheld. When requests for the same continuing education days for a seminar cannot be granted, first

consideration will be given to those who have not previously been granted continuing education days during the calendar year; next consideration shall be given to those who are members of the organization sponsoring the seminar or conference and if these factors are equal, seniority shall be used.

(2) Tuition Reimbursement

The Employer agrees to make available up to \$5,250 per calendar year per employee for tuition reimbursement within the following conditions:

- a. It must be in an accredited program in pursuit of a degree.
- b. It must relate to the employee's clinical or non-clinical career goals in healthcare.
- c. There must be no active corrective action in the six months prior to application and through the reimbursement period.
- d. Grades must be a minimum of a "C" for associate and bachelor's programs and a "B" for master's and above programs.
- e. The employee will repay the reimbursement in full if voluntarily leaving employment for any reason within 24 months of reimbursement. The exception to this is if the employment is within the Froedtert Health System or MCW.
- f. Reimbursement only covers actual tuition costs.

(3) Employer Required Training

The Employer shall reimburse employees for expenses incurred for employer-required training or schools, including the cost of tuition, fees and required books. Employees shall be required to participate in such training courses as directed and authorized by the Employer and shall comply with all conditions established by the training or school authority provided that such conditions do not conflict with the terms of this Agreement.

(4) Travel Time

Employees shall receive regular pay for time spent in travel, (during the normal work hours) training or testing in the required approved courses and seminars, but shall not be paid for travel time (outside the normal work hours) or time spent studying for employer-required training. Employees assigned to the second or third shift shall be considered as being assigned to the first shift during these training programs. Employer paid travel time shall only apply to those days in which the attendees are enrolled in the class or training (i.e., no overnight or extra day travel).

2.251 TUITION REIMBURSEMENT FOR GRADUATING STUDENT/EMPLOYEE

- (1) Employer may reimburse tuition expenses not to exceed \$ 1,250 for the clinical rotation year only and for employees who complete their Medical Laboratory Scientist or Cytotechnologist clinical training and joins employer immediately thereafter as a permanent full-time or part-time employee as a Medical Laboratory Scientist or Cytotechnologist. Receipt of education assistance through the GI bill, trust funds, scholarships or other tuition reimbursement/assistance while completing clinical training shall disqualify an employee under this policy.
- (2) Criteria for reimbursement shall be as follows:
 - a. Presentation of receipts for tuition expenses and documentation of successful completion of the Medical Technology Program and clinical rotation with the

laboratory or successful completion of a Cytotechnologist program and presentation of certified documentation of graduation with a four year degree in either field.

- b. Submission of appropriate application for employment to employer and associated documentation. Receipt and acceptance of an offer of employment with employer as a permanent, full-time Medical Laboratory Scientist or Cytotechnologist as approved by the sole discretion of management.
 - c. The employee must remain an employee of Employer in good standing for a period of not less than twenty-four (24) months, providing all conditions of employment are satisfactorily met. The employee must sign a wage assignment for tuition reimbursed in the event of voluntary termination within twenty-four (24) months of employment.
- (3) Reimbursement eligibility shall be as follows:
- a. Upon successful completion of 1,040 straight time hours of employment, employer will issue 25% reimbursement of tuition in the amount as previously stated.
 - b. Upon successful complete of 2,080 straight time hours of employment, employer will issue 25% of tuition in the amount as previously stated.
 - c. Upon successful completion of 3,120 straight time hours of employment, employer will issue 25% of tuition in the amount as previously stated.
 - d. Upon successful completion of 4,160 straight time hours of employment, employer will issue 25% of tuition in the amount as previously stated.
 - e. Involuntary termination of the above-mentioned employee shall invalidate this agreement effective the date of said termination.
 - f. Voluntary termination of this agreement by the above-mentioned employee will result in the withholding of wages to offset any prepaid reimbursement pursuant to the signed wage assignment.

2.26 DUTY-INCURRED INJURY

- (1) Employees sustaining duty-incurred injury shall be furnished a copy of the medical report prepared by the examining physician as designed by the employer.
- (2) The Employer shall prepare a bulletin listing in sequence the proper procedure to be followed by employees and departmental administrators for reporting duty-incurred injuries and processing of claim and shall post such bulletin in conspicuous places in all buildings where employees are assigned.
- (3) When it has been determined that the injury or illness was duty incurred, the employee shall have restored by the end of the payroll period following the one in which such determination was made, all sick leave, personal time or vacation which may have been charged against such employee during the pendency of the determination. Both the employee and the Union shall be advised as soon as practicable after a negative determination is made.

- (4) Any employee on an approved line of duty injury who has accrued time as defined in paragraph (3) above shall be paid in a lump sum at the employee's regular rate of pay for all such accrued time prior to its expiration.
- (5) Any bargaining unit employee entitled to accrue sick leave who sustains an injury or illness within the scope of employment for which the employee is entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), shall receive 90% of the employee's base salary as "injury pay" to be paid as the difference between 90% of the employee's base salary and the amount paid by the Worker's Compensation carrier for the period of time the employee may be temporarily totally or temporarily partially disabled because of such injury. Such compensation is taxable as wages to the employee. Such injury pay supplement shall not be granted for more than one year following any one compensable injury or recurrence thereof. However, such reduction in an employee's established rate of compensation shall not affect the calculation of an employee's pension benefits nor the amount of life insurance benefits the employee normally receives.
- (6) Eligibility for injury pay begins the day of the injury and expires after 2,080 hours.
- (7) Injury pay can be used for follow-up medical treatment after return to work.
- (8) The 2,080 hour maximum applies to each compensable occurrence and any resumptions resulting from the same injury.
- (9) Employees who are ineligible for injury pay or employees who have exhausted their injury pay benefits and have not been released to go back to work will be placed on direct Worker's Compensation payments in accordance with the Wisconsin Worker's Compensation Act. Direct pay temporary total compensation benefits are paid by the Worker's Compensation carrier.
- (10) Failure to report an accident within twenty-four hours may result in a denial or delay in compensation.

2.27 EMPLOYEE PARKING

- (1) Parking is controlled by Froedtert Theadacare Health, Inc. Parking assignments are provided for all Employees, whether on site or off-site/shuttle services.

2.28 CHANGE IN EMPLOYEE STATUS

- (1) If an employee within a specific department and shift requests to change status, within classification (part-time to full-time or full-time to part-time), such an employee shall submit a request to their immediate leader in writing for consideration. Approval will be based upon operational needs and budget limitations, along with skill, ability, qualifications, experience and seniority within the same department and shift.

2.29 POSITION POSTING

- (1) Notices of all bargaining unit open positions or shifts shall be posted concurrently within the department, in one location in the Laboratories and externally. Preferential

consideration will be given to qualified internal candidates from the same bargaining unit. Postings shall include department and shift. Employees wishing to be considered for such vacancies shall make their requests in writing within seven (7) calendar days from the date of posting.

- (2) Employees shall not be selected for posted vacancies in their job classification more than once per 12-month period except for vacancies within the employee's own department which only results in shift or hours changes. Exceptions can be made if approved by the current and receiving managers.
- (3) Any employee having been selected for a posted vacancy may not be retained in their current position for a period in excess of thirty (30) calendar days unless mutually agreed to by both leaders and employee.

2.291 TRANSFER POLICY

- (1) For purposes of this Section, transfer shall mean the filling of vacancies by the relocation of an employee from one position to another.
- (2) Employees shall not be entitled to submit a request for a transfer until they have completed their probationary period. However, when the current and receiving manager deems it to be mutually advantageous, employees may be permitted to transfer prior to the completion of their probationary period, but will be required to serve their full probationary period in the position to which they have transferred.
- (3) When an Employee has been selected for transfer they shall have a three (3) month trial period to determine ability to perform on the job and desirability to remain on the job. If within three (3) months an employee does not successfully complete the trial period or desires to return to the employee's former position, the employee shall be permitted to return to the former position from which the employee transferred in the event such position remains vacant.
 - a. If such position has been filled, the employee shall return to any vacant position in the employee's classification in the department from which the employee transferred. If no such vacancy exists, the employee may remain in the current position or may request a transfer to any other department within the laboratory for which they are qualified.
- (4) The employer shall grant transfers to vacant positions on the basis of ability, qualifications, experience and seniority. Employees currently (within 12 months) in corrective action at level 2 category or greater will be disqualified for transfer unless the receiving manager waives this. In the event there is no difference in the ability, qualifications and experience of one or more such applicants to perform the work, then the employer shall award the position to the bargaining unit employee with the greatest seniority. Experience will be a factor in so far as such experience is directly related to the job and is significantly greater for one candidate over another. Where an employee's and outside applicant's qualifications are relatively equal, the employee will be given preference.
- (5) Involuntary Transfers:

- a. For the purpose of this section, an involuntary transfer shall mean the relocation of an employee from a department and/or shift which has been closed or reduced in staff, resulting in the transfer of such employee to another department.
- b. When it becomes necessary to reduce staff and results in a transfer as referenced in paragraph (3) (a) above, the least senior qualified employee in the affected job classification shall be transferred first.
- c. When it becomes necessary to close a department and/or shift and results in a transfer as referenced in paragraph (3)(a) above, the most senior qualified employee in the affected job classification shall be transferred first.
- d. An employee transferred by the employer from one department and/or shift shall return to a position in the same classification in the employee's original department and/or shift, when a vacancy occurs, if such a request is made.
- e. When two or more employees are transferred, the more senior employee shall return to the employee's department and/or shift first, if such a request is made.
- f. The Employer agrees to notify the Office of the Union prior to the opening or closing of any department and/or shift.

2.30 SENIORITY DEFINED

- (1) Whenever it appears in this Agreement, the term "seniority" shall mean the right established as a result of an accumulation of total work service as defined in this Section to achieve preferential treatment over other bargaining unit employees competing for a specific adjustment relating to hour or conditions of employment but only as specifically set forth in this agreement. Seniority as used in that context shall have no bearing on an employee's entitlement to economic benefits predicted upon length of service.
- (2) As of October 1, 2024, all new employees' seniority shall be based on date of hire. Employees actively employed as of September 30, 2024 shall be placed on the Seniority Master List, and their seniority shall be calculated and operationalized in accordance with this article.
- (3) Service time accrued by an employee on and after September 8, 1989 while in a non-bargaining position, will not be computed for the purposes of competitive seniority.
- (4) All former employees of United Regional Medical Services would be grandfathered with their prior seniority for all purposes under the contract provided they are employed on November 2, 1997.
- (5) Employees in the Cytogenetic Technologist classification shall receive seniority credit prior to inclusion of that classification in the bargaining unit.
- (6) Seniority reports shall be provided to the union office once a year in October. The union and employees will have 20 calendar days to review the seniority report and bring forward to Human Resources any report issues or errors that are identified. Beyond this 20 calendar day period, additional corrections will be on the seniority report.

(7) **Master Seniority List:**

The Seniority Master List shall have two components 1) WDL shall establish a Seniority Master List of all WFHNP and AFSCME employees which will then be frozen when the list is finalized; and 2) Freezing and ranking all WFHNP members' hour worked as of September 30, 2024. Employees hired on or before September 30, 2024 are placed on the seniority master list according to the mixed seniority calculation in (8) below. Rankings between these employees on the seniority master list shall not change once this list is completed. Employees hired or transferred after September 30, 2024 shall be placed on the seniority master list according to date of hire. WFHNP members shall not earn additional hours worked from this point forward. WFHNP members' frozen hours worked totals will be consulted and operationalized in accordance with the specifications of this article.

(8) **Frozen Seniority Calculation:** All union represented employees (WFHNP and AFSCME) hired on or before September 30, 2024 will be placed on the seniority master list according to both hours worked and date of hire.

- a. All active bargaining unit members will be sorted by date of hire, oldest date to newest date. Those with the oldest date of hire will receive the lowest date of hire ranking. If multiple employees started on the same date, they will each receive the same date of hire ranking.
- b. All active bargaining unit members will then be sorted by hours worked, highest number to lowest number. Those with the most hours worked will receive the lowest hour worked ranking (i.e. 92,365 hrs= 1 ranking vs 38 hrs = 370 ranking). If multiple employees have the same hours worked, they will each receive the same hours worked ranking.
- c. All employees will then be given a 0.75/0.25 weighting based upon the union the employee belongs to. This will be done to determine a final average ranking number.
 - i. If the employee is ASFCME, 0.75 will be multiplied by the date of hire ranking and 0.25 will be multiplied by their hours worked ranking.
 - ii. If the employee is WFHNP, 0.75 will be multiplied by their hours worked ranking and 0.25 will be multiplied by their date of hire ranking.
- d. Once all employees are given a final average ranking number. They will then be sorted by the lowest final average ranking number to the highest final average ranking number. The lowest number indicates employees with the highest seniority.
- e. Human Resources will complete the frozen calculations for the seniority master list the last week of October 2024. WFHNP, HR and AFSCME will finalize the list within six (6) weeks of the effective date of the 2024 collective bargaining agreement.

EXAMPLE:

Combined Ranking	Union	Date of Hire	Hours worked	Rank by DOH	Rank by Hours worked	Weighted Average Calculation	Rank
Employee 1	AFSCME	03/14/1994	54,114.8	2	1	1.75	1
Employee 2	FNHP	02/23/1998	40,090.1	3	2	2.25	2
Employee 3	AFSCME	05/27/2003	35,580.9	4	3	3.75	3
Employee 5	FNHP	02/01/1994	23,335.4	1	5	4.00	4
Employee 4	AFSCME	12/01/2008	24,746.0	5	4	4.75	5

(9) **Non-Mixed Department Seniority:**

- a. AFSCME only departments will use the date of hire to determine seniority.
- b. Employees hired on or before September 30, 2024 in WFHNP only departments will be ranked based on their frozen hours worked. New hires will be placed on the seniority list based on their date of hire. If there are multiple new hires with the same date of hire, their employee ID badge number will determine who has more seniority (the employee with the lower ID number will have more seniority).
- c. If there is a tie between employees in the same union, who compete on the same department seniority list, seniority ranking amongst the employees will be decided based upon how seniority is determined by their respective union.
 - i. Hours worked between two WFHNP employees.
 - ii. Date of hire between two AFSCME employees.

(10) **Mixed Department Seniority:**

- a. The final average ranking number from the frozen seniority master list will be used to determine mixed department seniority.
- b. If there is a final average ranking tie between employees, but the employees are in different departments, nothing needs to be done because they are not competing for seniority.
- c. If there is a final average ranking tie between employees in the same department who do not compete for department seniority, nothing needs to be done.
- d. If there is a final average ranking tie between employees in the same department who do compete for seniority, the employee who has been in the department the longest will have more department seniority.
- e. If there is a tie between employees in the same union, who compete on the same department seniority list, seniority ranking amongst the employees will be decided based upon how seniority is determined by their respective union.
 - i. Hours worked between two WFHNP employees.
 - ii. Date of hire between two AFSCME employees.

- f. If the tie exists between employees from two different unions (WFHNP and AFSCME), the employee who has been in the department the longest will have more seniority.

(11) New Hires:

- a. All new employees hired on or after October 1, 2024 will be placed at the bottom of the seniority master list based on date of hire.
 - i. They will be given the next sequential date of hire ranking number. If multiple employees are hired on the same date, they will be given the same date of hire ranking.
 - ii. They will be given zero (0) hours worked and zero (0) hours worked ranking on the seniority master list.
 - iii. They will be given the next sequential final average ranking number. If multiple employees are hired on the same date, they will be given the same final average ranking number.

(12) Employee Transfers:

- a. Employees who transfer will have their position and department updated on the seniority master list.
- b. In the event a Medical Laboratory Technician (MLT) or Non-Certified Technologist is promoted to a position covered by this agreement, MLT or Non-Certified Technologist seniority will be carried forward and credited to the employee. No changes to their date of hire, hours worked or final average ranking needs to be done.
- c. Non-MLT AFSCME and non-bargaining employees who transfer to a different position that is represented by WFHNP will use date of transfer and be given a new date of hire ranking and final average ranking number on the master list. Hours worked ranking will be zero. For historical purposes, HR will note what the employee's original date of hire and frozen hours worked (if applicable).
- d. Employees represented by WFHNP, who transfer to a different position, but remain in WFHNP will continue to use hours worked ranking for WFHNP only departments and final average ranking number for mixed department.
- e. Employees represented by AFSCME who transfer to a different position but remain in AFSCME will continue using their date of hire ranking for AFSCME only departments and final average ranking number for mixed departments.

(13) An employee's seniority is broken when the employee:

- a. Is discharged for cause.
- b. Resigns with break in service exceeding thirty (30) calendar days.
- c. Is laid off for a period of one year and one day.
- d. Retires with a break in service exceeding thirty (30) calendar days.
- e. Does not return at the expiration of an authorized leave of absence.
- f. Transfers to a non-WFHNP position with the Employer for 30 calendar days or longer.
- g. In the event of an absence due to a Worker's Compensation injury or illness, seniority will stop accruing and termination of employment will take place at one year plus one day. At the time the former employee is physically able to return to work; he/she

notifies the Employer of his/her availability/ If the individual is then re-hired, seniority will resume (prior seniority will count) on the date of rehire.

2.31 DEPARTMENT ORIENTATION

- (1) Department orientation shall be provided for all new employees, including transferees.

2.32 JURY DUTY

- (1) Jury duty is the responsibility of all citizens. An employee summoned for jury duty will be required to immediately present such Summons to the employee's supervisor and indicate the dates on which the employee will be required to serve. Employee's regular work schedule shall not be changed during the period of jury duty.
- (2) An employee who reports for jury duty on a regularly scheduled workday shall be paid for that day at the employee's regular rate, excluding premiums of any kind. On days that the employee reports for jury duty, it is not necessary that the employee punch in and out at the employee's regular place of work.
- (3) In the event that an employee is excused from jury duty for one or more days, the employee shall immediately notify the employee's supervisor and is required to work the regularly scheduled shift on such days, unless such shift is an evening or night shift. Employees assigned to second or third shift shall be considered as being assigned to the first shift during jury duty. If an employee is excused from jury duty with more than 2 hours left on their scheduled shift, they shall phone their Supervisor and be prepared to finish the shift.
- (4) The Employer will pay the employee the difference between the employee's earnings for the day(s) served and the amount the employee receives from the County (minus travel/parking fees). For example: An employee who earns \$10/hour (\$10/hr x 8 hrs. = \$80) serves a full day on jury duty. If the County pays the employee \$16 for jury duty that day, the difference is \$64. The employee keeps the \$16 check from the County and the Employer pays the employee \$64. The Employer does not pay jury duty for days served when the employee is not scheduled to work.
- (5) To receive jury duty pay, the employee shall provide his/her manager a copy of the fee document from the County. This document identifies the County served, the date(s) served, and the amount the employee will be paid by the County. The manager forwards the document to Payroll for payment.
- (6) If as a result of acting within the scope of employment an employee is subpoenaed in the interest of the Employer as determined by the Employer, time spent in court, as well as travel time up to eight (8) hours per day shall be paid by the Employer. Employees wishing to be compensated in accordance with the above shall be required to turn over the witness fee to the employer.

2.33 PAYROLL INFORMATION

- (1) Employees desiring any payroll information shall send an email request to the Payroll Specialist of FH Payroll Dept. Within a reasonable time, the Payroll Department will: 1) investigate the answer for the request for information; 2) complete the form; 3) route the form back to the employee through the employee's manager.

2.34 PROMOTION

- (1) Employees who do not successfully complete their probationary period in the promotional position or who desire to return to their former classification during probation shall be permitted to return to the position from which they were promoted in the event such position remains vacant; and if such position has been filled, the employer will make every reasonable effort to place such employee in another position within the classification from which the employee was promoted, or, if no such vacancy exists, attempt to place employee in a position, in a title and pay range lower than that from which the employee was promoted.
- (2) When an employee does not successfully complete the promotional probation and is returned to the employee's former position or a similar position in that former classification, the employee shall do so with full seniority and, whenever practicable, shall be returned in classification to the same shift and department.
- (3) Seniority shall be viewed as a factor when making a decision regarding promotions. Under these circumstances, seniority shall be the deciding factor in such promotion, provided the skill, ability, job experience, past performance, quality of work, corrective action record with the employer, and the business needs of the employer are substantially equal in the opinion of the employer. The opinion of the employer shall be based on documented information (or, in the unavailability of documentation, a rational business assessment) and exercised fairly. The above commitments and conditions shall apply to promotions occurring within the laboratory, providing any initial hiring commitments have been satisfied, and the quality of the department's work product and services are not sacrificed.

2.35 IN CHARGE DIFFERENTIAL

- (1) All positions covered by this agreement shall be eligible for In Charge Differential of \$3.25 per hour when they are assigned in-charge duties.
 - a. In Charge differential will be paid only when the in-charge checklist is complete and submitted to the appropriate individual(s).
 - b. Such employee is assigned to such duties for a minimum of four (4) hours. In no event shall the In Charge Differential be paid to more than one employee for the same hours.
- (2) In Charge Differential, when earned, shall be added to the employee's regular rate for purposes of determining overtime compensation, weekend differential, or shift differential.
- (3) The employer will make every reasonable effort to select employees from among those who have volunteered for such assignment.

2.36 EMPLOYEE LIABILITY

- (1) In any suit for negligence brought against an individual employee or group of employees for actions of commission or omission in the course of their employment with the employer and while acting within the scope of their job duties, the employer shall assume carriage of the suit on the employee's behalf and shall be vicariously liable for any judgments imposed or settlements reached.

- (2) This employer protection is not available to employees who refuse to give their full cooperation to the employer and/or their representative for the complete course of the case or to employees who have been the proximate cause of the litigation through their own malice or deliberate deceit or criminal conduct, or any activity outside the scope of their job duties.

PART 3

3.01 EMPLOYEE LIST

- (1) The employer shall supply the Union with a monthly list of any hires and termination within its bargaining unit. The lists shall contain the names, addresses and classification, and be listed within work units established for check distribution purposes.
- (2) The employer shall notify the Union whenever an employee is promoted out of the bargaining unit within thirty (30) days.

3.02 IN-SERVICE TRAINING

- (1) Time spent by employees for in-service training while off duty shall be considered as hours worked. Attendance at in-service training programs scheduled during shifts other than those to which the employee is assigned shall be compulsory and paid at the regular rate of pay and qualify for overtime pursuant to **Section 2.02 - Overtime**.

3.03 VOLUNTARY TIME OFF

- (1) When the Employer determines a reduction in hours during a work week is necessary due to a declining work load, voluntary time off may be implemented at the direction of the manager. Based on skill levels and work assignments, time off under this provision will be administered on a voluntary basis.
- (2) Employees taking voluntary time off under this section will continue to earn seniority and maintain all the following benefits as though their hours had not been reduced, nor will their employment status be changed.
 - a. Medical and Prescription Drug Plan, Dental Plan, Vision Plan, Life Insurance Plan, Long Term Disability Plan, Short Term Disability Plan
 - b. PTO Accrual
- (3) Such voluntary time off may be taken in increments of minutes, hours, or full shifts as determined by management.
- (4) Employees have the option to take PTO, rather than taking unpaid time off.

3.04 ACCESS TO PERSONNEL FILES

- (1) Employees, or their designees, shall have the right to examine their personnel files (paper and/or electronic) at reasonable times in the office where such files are maintained. Requests for such examination shall be made to the employer in writing. Upon receipt of such request, the employer shall arrange a time and place where such examination may be made. In the event the employer maintains more than one file on an individual employee, all such files shall be made available to the employee at the time and place designated by the employer. A list of the generally recognized locations of employee personnel files shall be submitted to the Union.
- (2) Examinations of employee's files shall be conditioned upon the following:
 - a. Neither the employee nor any person on the employee's behalf shall remove the file or any of the documents contained therein from the office in which the inspection is conducted.
 - b. During the employee's review of their personnel file documents, Human Resources will be present for the purposes of information security and to serve as a resource, if asked by the employee.
 - c. Upon written request of the employee made upon forms furnished by the employer, the employer shall provide a copy contained therein on the following conditions:
 - i. The documents to be copied shall be specifically identified on the request form.
 - ii. Such documents shall be relevant to the purpose of the inspection which shall be stated on the request form.
 - iii. Such copies shall be made available to the employee or a designee within forty-eight (48) hours from the time of the request.
 - d. Such inspection shall be conducted as expeditiously as possible and in a manner which does not interrupt the normal workflow.
- (3) Any correspondence made in writing to the employer concerning matters contained in such file shall be made part thereof. Material related to the employee performance will be discussed with the employee prior to insertion in the personnel file.
- (4) No reference to employee participation in the grievance procedure shall be placed in the employee's personnel file.

3.05 EMPLOYEE PERFORMANCE EVALUATIONS

- (1) Performance evaluations will be conducted annually. Performance evaluations are not grievable, as they are not to be connected with corrective action, but simply as a review of performance.
- (2) Employee performance evaluations shall be made available to the employee either electronically or by paper copy (prior to 2022). Starting in 2022, performance evaluations will be placed in the employee's file within the human resources information system. The employee shall be notified by email that the evaluation has been completed.

- (3) Employees shall have the right to submit electronic written comments with respect to their performance evaluation in accordance with **Section 3.04 (3) - Access to Personnel Files**.

3.06 LAYOFF AND RECALL

- (1) The employer will make every reasonable effort to place employees who would be affected by a layoff into currently vacant positions for which the employee is qualified. Employees will be required to accept such job placement regardless of department and/or shift; however, the employer will make every reasonable effort to place the affected employees in the same department and/or shift.
- (2) In the event there are insufficient vacancies approved for filling and that it becomes necessary to lay off employees, volunteers will be given first consideration. Seniority for this purpose should be used in accordance with **Section 2.30 - Seniority Defined**.
- (3) Minimum of 14 calendar day notice of lay-off or base pay in lieu thereof.
- (4) Seniority shall be viewed as the primary factor when making a decision regarding layoffs. Notwithstanding this, the Employer may consider other factors such as skill, ability, job experience, past performance, quality of work, disciplinary record with the Employer and the business needs of the Employer. When these factors, or any one of them, present a significant reason to not layoff in order of seniority, the Employer will then be justified in not proceeding with a layoff based solely on seniority.
- (5) The Employer may, in its discretion, ask for volunteers for layoffs. The final approval of the Employer shall be required with respect to any individual volunteering for layoff.
- (6) Any employee retained for a job after a layoff must have the legal and functional capability to perform the job to the standards of the Employer without resort to further training in order for the provisions of paragraph (4) to apply.
- (7) Recall. Employees laid off shall be subject to recall for a period of twelve (12) months after the date of layoff in the inverse order in which they were laid off. After twelve (12) months all rights under this contract cease.

3.07 VOLUNTARY DEMOTION

- (1) Within a department, bargaining unit employees wishing to demote to a position in a classification in a lower pay range shall submit a written request to the employer. After approval by the employer, the employee shall then be allowed to demote to this position following granting of all requests for change status or change of shift within that department.

3.08 RULES OF EMPLOYEE CONDUCT

- (1) The Union recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities, duties and powers. The Union recognizes the exclusive right of the employer to establish reasonable work rules. The employer shall give at least seven (7) days written notice. The employer shall meet with the Union (if requested) for the purpose of discussion of the contemplated creation or modification of such rules at least seven (7) days prior to implementation, except in

emergency situations where no advance notification shall be required. In such situations, the employer shall meet with the Union as soon as practicable following implementation. It is understood that the only grievable event is at the time that the management right is enforced or corrective action is administered..

- (2) When issuing progressive corrective action and making termination decisions under the Rules of Conduct, the Employer shall treat corrective action/termination for actions listed under Absenteeism and Tardiness in the current Rules of Conduct separately from corrective action /termination for all other conduct and job performance. No call, no show events shall be treated as conduct events.

3.09 INCLEMENT WEATHER/EXTREME EMERGENCY CONDITION

- (1) The Employer maintains that it is a 24/7, 365 days per year business and, for patient care, needs to be open at all times. Should an official weather or other emergent situation be activated (as determined by Froedtert Hospital and confirmed by the Employer), during which it may be difficult or impossible for employees to get to/leave from work at regularly scheduled times, certain practices are activated.
- (2) All employees are expected to make every reasonable effort to report to work as scheduled. All employees at work at the time the emergency status is called, are to stay at work beyond their scheduled hours until safe staffing levels are determined. As soon as an emergency status is called, all hourly employees will begin earning overtime at 1.5 times base rate straight time rate. As soon as the emergency is called off, the overtime ceases.
- (3) Employees may be required to work outside of their normal job descriptions, based on staffing and needs.
- (4) Employees non-essential to patient care may be allowed to leave or will be asked to fill in wherever needed, based on ability.
- (5) If employees are required to stay so long as to require a rest period, the time at rest will be paid at their base rate. This would include sleep and meal periods.

3.10 TECHNOLOGICAL CHANGES AND REMOTE WORK

- (1) The employer has the right to implement technological changes subject to the terms of this Agreement.
- (2) Whenever technological changes occur and the employer determines that additional training is necessary, such training will be conducted at the employer's direction and expense.
- (3) The employer agrees to meet with the Union in advance of the implementation of significant technological changes for the purpose of discussing the implementation of same. Generally, technological changes shall be incorporated as equitably as possible.
- (4) The Employer will provide necessary equipment for remote work positions in accordance to WDL Policy 9806929 – Remote Work.

3.11 UNION ACTIVITIES

- (1) Union Leaves. Employees may be granted leaves of absence without pay at the request of the Union approved by the employer on the following terms and conditions:
 - a. Request for such leave shall be in writing at least 14 calendar days in advance and shall be submitted to the employer. No such leave shall be taken without the consent of the employer which consent shall not be unreasonably withheld.
 - b. Except for leaves of absence for periods of ten (10) calendar days or less, not more than three employees shall be on such leave at any one time, nor shall more than one employee from any single department be permitted to take leave for more than ten calendar days.
 - c. Employees on such leave shall be treated for payroll purposes as employees on leave without pay for any other reason, except when such leave is for sixty calendar days or less the employee shall forfeit pay only equivalent to actual time lost and shall return to work as though the employee's service had not been interrupted.
 - d. Employees on such leave for period in excess of sixty (60) calendar days shall give fifteen (15) calendar days written notice of their intention to return to work.
 - e. Employees returning from a leave of absence authorized under this section shall be reinstated to their former position and shift.
- (2) Orientation.

A representative of the Union shall be permitted to meet with newly hired bargaining unit employees for fifteen (15) minutes at employee orientation conducted by the employer. The purpose of the meeting is to distribute copies of the current Agreement as well as material explaining the functions of the Union to the employees. The Employer shall provide the Union full and equal access to bargaining unit members who work remotely.

3.12 EMPLOYEE AND PUBLIC SAFETY

- (1) The union and the employer mutually agree that employee's and public safety is a primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions. To that end, the Union shall have one advisory representative from the laboratories on the Safety Committee of the employer. When minutes of the Committee meetings are kept, a copy thereof shall be forwarded to the union.
- (2) The employer shall maintain an immunization record on all employees with respect to the following communicable diseases:
 - Mumps
 - Chicken Pox
 - Measles
 - Rubella
- (3) Such information shall be obtained from all current employees and new hires. If a non-immune employee is exposed to one of these diseases off the work site, the employee shall expeditiously inform their immediate supervisor. In such instances, management shall have the option of reassigning said employee or requiring the employee to liquidate accrued time off, which includes sick leave, during the period of contagion. If the employee is exposed to communicable diseases at the employee's place of employment,

management shall have the option of reassignment said employee or granting the employee a leave of absence with pay (not to be deducted from accrued off-time) for the period of contagion.

- (4) As a preventive measure to reduce patient and staff exposure, the Employer requires all employees to receive the influenza vaccination, as well as any Internal Occupational Health and FDA approved COVID vaccination. Flu and COVID vaccinations are conditions of employment, with only medical and religious exemptions being eligible for consideration. If granted, exemption requests may have to be submitted annually. Failure to comply with requirements will be considered a voluntary termination.
- (5) The employer and the union agree to engage in effects bargaining to mutually ensure the health and wellbeing of the bargaining members is balanced with patient care needs and the operational needs of the laboratory in the event of another pandemic or public health crisis.

3.13 LABOR-MANAGEMENT MEETINGS

- (1) In the interest of maintaining channels of communication, the employer, if requested and needed, may meet on a monthly basis with designated Union representatives not to exceed five laboratory employees nor more than one from any laboratory department. Such meetings will be held on work time not to exceed 90 minutes for the purpose of discussing matters of mutual concern. When minutes of such meetings are taken, a copy will be forwarded to the Office of the Union. When, as a result of the above meetings, responses are due from either party, such responses will be issued in a timely fashion.
- (2) Employees shall be released during their work time to attend such meetings. However, under no circumstances will the employer incur additional overtime or premium pay as a result of these meetings. Employees not scheduled to work but who attend shall not be paid by the employer.
- (3) Employees attending such meetings should indicate attendance at labor-management meetings on their time sheets, if scheduled to work.

3.14 ACCESS TO WORK LOCATIONS

- (1) Reasonable access to employee work locations shall be allowed officers of the Union and their officially designated representatives for the limited purpose of assessing possible grievances or processing grievances. Such access shall be permitted at a time and in a manner to not impact the work of the employer and with the prior approval of management.

3.15 BARGAINING TIME

- (1) Employees serving as member of the Union bargaining committee shall be released from duty (without pay) 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 five (5) bargaining unit members request such release from duty for any one meeting.

- b. Bargaining unit members wishing to participate in bargaining sessions notify their manager of their desire to be released as soon as they are aware of the date(s) of the negotiation session(s).
 - c. Release for bargaining time shall be subject to Employer approval based on the staffing needs of the department.
- (2) All unpaid hours spent by Union bargaining committee members in collective bargaining negotiations during an employee's regular work day shall be treated as compensated hours for benefit accrual.

3.16 UNION TIME

- (1) Elected officers with union responsibilities may request unpaid union time off in the same manner as any other scheduled request off. All unpaid hours spent by these union representatives shall be treated as compensated hours for benefit accrual.

PART 4

4.01 UNION SECURITY

- (1) The Employer agrees to deduct initiation fees and Union dues or service charge/agency fee payments from the wages of the Employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. Such deductions shall be made from the Employee's paycheck as provided and pay those amounts to the treasurer of the Union within ten (10) calendar days after the deduction is made. The Union shall provide the Employer with 30 calendar days written notice of any changes in the amounts to be deducted, and the Employer shall implement such changes with the first payroll commencing after the 30 calendar day notice period. All deduction amounts shall comply with applicable law.
- (2) An executed dues deduction authorization shall be irrevocable for the term of this agreement, or for one year, whichever is lesser, and shall automatically renew unless the employee submits written notice of revocation by certified mail to Local 5000 and the Employer during an open period of at least 30 calendar days, and not more than 75 calendar days prior to any periodic renewal date of the Authorization. The Employer shall provide a copy of all written notices to revoke dues authorization deductions received by the Employer.
- (3) The Employer shall honor voluntary written authorizations from Employees to deduct contributions for political action purposes. The Employee has the right to revoke such authorizations by written notice to the Employer at any such time. Such deductions shall be processed in the same manner as the deductions in Paragraph 1 of this section, and remitted by the Employer in a separate payment from the remittal of deductions in Paragraph 1.
- (4) The Union agrees to return to the Employer any erroneous or improper overpayment made to it.

- (5) The Union agrees to indemnify and hold the Employer harmless against any and all claims demands, suits or other forms of liability (including costs and attorney fees) that may arise out of or by reason of any action taken or inaction by the employer for the purposes of complying with the provisions of this section, or in reliance on any authorization revocation or notice furnished under this section.

4.02 GRIEVANCE PROCEDURE

(1) Application

- a. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance.
- b. A grievance shall mean a controversy which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or group of employees concerning the application of wage schedules or provisions relating to hours of work and working conditions contained in or referenced to in this Agreement. The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and position classifications which are matters processed under other existing procedures. Grievances filed under this grievance procedure shall not be resolved in a manner which conflicts with this Memorandum of Agreement, or binding past practices established by the parties unless such resolution is agreed upon by the employer and the President of the Union.
- c. During the employee's probationary period, the employee may be discharged without recourse to **Section 4.02 - Grievance Procedure** and **Section 4.03 - Selection of Arbitrator** of this Agreement.

(2) Representatives

An employee may choose to be represented at any step in the procedure by representatives (not to exceed two) of the employee's choice. However, representative status shall be limited at all steps of the procedure to those persons officially identified as representatives of the Union. The Union shall maintain on file with the employer a listing of such representatives.

(3) Time Limitations

If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. If any extension is not agreed upon by the parties within the time limits herein provided or a reply to the grievance is not received within time limits provided herein, the grievance may be appealed directly to the next step of the procedure.

(4) Settlement of Grievances

Any grievance shall be considered settled at the completion of any step in the procedure if the president or designee of the Union, and the employer are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

(5) Forms

There are three separate forms used in processing a grievance:

- a. Grievance Initiation Form
- b. Grievance Disposition Form
- c. Grievance Appeal Form

All forms are to be copied in quadruplicate. Two copies are to be retained by the person originating the form; the remaining copies shall be served upon the other person involved in the procedure at that step, who shall distribute them in such manner as the department head shall direct. The forms are available in the department, where they will be readily available to all employees.

- d. Guidelines to be followed when initiating a written grievance:
 - i. The employee alone or with a steward shall cite the specific language of the rule, regulation or contract provision that was alleged to have been violated at the first step of the grievance procedure.
 - ii. The employee alone or with a steward shall in writing provide the immediate supervisor designated to hear grievances a detailed explanation as to where, what, who and why the employee believes that the employee's contractual rights have allegedly been violated. The written Grievance Initiation Form shall contain the date or time that the employee alleges that those contractual rights have been violated.
 - iii. The employee alone or with a steward shall specifically detail the relief the employee is requesting. The specific relief being requested shall be in writing. The requested relief at the written step of the grievance procedure shall remain the same through all steps of the grievance procedure.
 - iv. If more space is required than is provided for on the Grievance Initiation Form in order to comply with the provisions of this section, the employee shall be permitted to submit written attachments to said form.
 - v. The Grievance Initiation Form shall be prepared by the employee or with a steward in a manner that is neat, clear, and discernible to a third party.
 - vi. Failure on the part of the employee alone or with a steward to follow **Section 4.02 (5)(d.)(i)-(v.) – Grievance Procedure**, shall make the Grievance Initiation Form null and void and the employee's immediate supervisor designated to hear grievance shall return the Grievance initiation form to the employee for corrections.
 - vii. The guidelines outlined in **Section 4.02(5)(d.)(i-vi) – Grievance Procedure** are to clarify the grievance process. These guidelines shall not be used as a bar to the right of an employee to file a grievance. These guidelines are

to assist the employee and management in the resolution of grievances at their lowest level of the grievance procedure. It is understood by the parties that should a dispute arise as to the intent of this Section, the President or designee and the employer will meet to discuss the dispute and resolve it to the mutual satisfaction of both parties.

(6) Steps in the Procedure

Day-to-day issues are best resolved at the lowest possible level. The employee and their designated supervisor are encouraged to attempt to resolve issues informally. Only after this fails, the grievance process starts.

a. Step 1

The employee alone or with a union representative shall file with appropriate management (supervisor/manager) the grievance in writing on the Grievance Initiation Form within twenty (20) calendar days of the time that either the employee or the union knew or should have know of the violation. Management will have five (5) calendar days to respond in writing.

b. Step 2

If the grievance is not settled at the first step, the employee or a union representative shall appeal the grievance to Human Resources within five (5) calendar days. Human Resources will schedule a hearing with the persons concerned within fifteen (15) calendar days. The Hearing Officer shall inform the aggrieved employee in writing of the decision within 15 calendar days. An extension to the Hearing Officer's completed written decision may be granted if agreed upon by both Union and Employer. Timeliness shall be frozen for all pending grievances reasonably related to the grievances at issue in this step. The timeliness shall resume upon the conclusion of the hearing and those pending related grievances shall be answered as soon as possible after the conclusion of the hearing. If the grievance is not resolved at Step 2 as provided, the employee or union representative may appeal such grievance to Step 3. Notice of the Step 3 grievance must be received by Human Resources within fifteen (15) calendar days after employee receives the Hearing Officer's decision.

c. Step 3

- i. In order to avoid unnecessary appeals, the Employer through Management and the Director of Human Resources, shall attempt to mediate a resolution with the President of the Union or official union representative and the Employer shall respond to the employee) in writing within thirty (30) calendar days.
- ii. In the event the Employer and the President of the Union or official union representative mutually agree to resolve of the dispute, it shall be reduced to writing and binding upon all parties and shall serve as a bar to further appeal.

It is understood that the parties can jointly agree to waive Steps 1, 2 and/or 3 of the grievance procedure.

d. Step 4

If the grievance is not settled at Step 3, the Union may appeal such grievance to arbitration. Such appeal shall be made within forty-five (45) calendar days from receiving the Employer's Step 3 response.

- (7) A grievance over discharge or suspension must be initiated at Step 3 of the grievance process within twenty (20) calendar days from the discharge or suspension.
- (8) No grievance shall be initiated after the expiration of twenty (20) calendar days from the date of the grievable event or the date the employee became aware or should have become aware that grievable event occurred, whichever is later. The parties may, on consent, extend or abridge this time limit. This clause shall not limit retroactive payment of economic benefits for which it has been determined the employer is liable nor would it prohibit a prospective adjustment of an ongoing situation.
- (9) Representation at hearing on group grievance, shall be limited to two aggrieved employees and Union representatives, not to exceed two except in those cases where the Union and the employer or designee agree that the circumstances of the grievance are such as would justify participation by a larger number. One employee shall be designated as the grievant to whom the grievance disposition forms shall be forwarded.
- (10) At each successive step of the grievance procedure, the subject matter treated and the grievance disposition shall be limited to those issues arising out of the original grievance as filed.
- (11) In those cases in which an employee elects not to be represented by a Union representative, the grievance shall not be resolved in a manner inconsistent with the existing collective agreement. In such cases, the Office of the Union shall be notified of such grievances and the hearing dates.
- (12) A copy of all grievance dispositions shall be promptly forwarded to the aggrieved, and representative designated on the grievance form, and the office of the Union.

4.03 SELECTION OF ARBITRATOR

- (1) To assist in the resolution of disputes arising under the terms of the Agreement and in order to resolve such disputes, the parties agree to meet and by mutual agreement select an arbitrator.
- (2) The parties will request a panel of arbitrators from Federal Mediation and Conciliation Service (FMCS)
- (3) Either party may reject the panel of arbitrators FMCS provides and request a new panel. No party may reject FMCS's panel more than once. From the agreed upon FMCS arbitrator panel, the Employer and Union will alternatively strike names until one (1) name remains. That individual will be the arbitrator. The party striking the first name will be the loser of the coin toss.
- (4) The site(s) for arbitrations will be mutually determined by the parties.
- (5) The parties shall then send a letter to the designated arbitrator notifying of the selection, requesting available dates and submitting the joint or separate statements of the issue. The arbitrator shall be asked to submit their response regarding available dates to both the Employer and Union. The parties agree that, unless otherwise agreed upon between the parties, an arbitration date will be selected that falls within ninety (90) calendar days after

receipt of the dates from the arbitrator. Should the arbitrator not have a date within a ninety (90) calendar day period, the parties agree to select the first date the arbitrator has available after the 90-day period, provided the parties and their witnesses are likewise available.

(6) Hearings:

- a. The arbitrator shall have the authority upon referral of a grievance to investigate such grievance in such manner as in the arbitrator's judgment will apprise the arbitrator of all of the facts and circumstances giving rise to such grievance to enable a decision to be reached.
- b. The arbitrator shall have the authority to conduct hearings and to request the presence of witnesses. At such hearings both the Employer and the Union may be represented by counsel and may call witnesses to testify on their behalf. Either party may request that a transcript of the proceedings be made.
- c. The filing of such grievance shall not stay the effectiveness of any rule, directive or order which gave rise to such grievance and any such rule, directive or order shall remain in full force and effect unless rescinded or modified as a result of the arbitrator's award.
- d. Any time prior to the filing of the arbitrator's award with the employer, either party may petition the arbitrator to reopen the record for the purpose of presenting additional evidence.

(7) Interpretation of Memorandum of Agreement

Any dispute arising between the parties out of the interpretation of the provisions of the Memorandum of Agreement shall be discussed by the Union with the employer. If such dispute cannot be resolved between the parties in this manner, either party shall have the right to refer the dispute to arbitration in the manner prescribed in paragraph (1) except as hereinafter provided.

The parties may stipulate to the issues submitted to the arbitrator and shall present to such arbitrator either orally or in writing, their respective positions with regard to the issues in dispute. The arbitrator shall be limited in the deliberations and decision to the issues so defined. The decision of the arbitrator shall be filed with the employer.

(8) Arbitrator's Authority

The arbitrator in all proceedings outlined above shall neither add to, detract from, nor revise any language of this Memorandum of Agreement. The arbitrator shall be confined to the precise issue submitted.

(9) Final and Binding

The decision of this arbitrator when filed with the parties shall be binding on both parties, subject to the regulations of the Federal agency having jurisdiction, and to all laws applicable to the arbitration awards.

(10) Arbitration Fees and Costs

- a. Any expenses incurred for witness fees or for the cost of the reporter and the preparation of transcript shall be borne by the party requesting the same unless the parties by mutual agreement consent to share such costs. The fees of the arbitrator shall be divided equally between the parties. The arbitrator shall complete the investigation within a reasonable period of time and file the decision and the reasons therefore in writing with the employer.

PART 5

5.01 DISCIPLINARY SUSPENSIONS/TERMINATIONS

- (1) The Employer shall not discipline or discharge any employee except for just cause. A grievance over discharge or suspension must be initiated at Step Three of the grievance Procedure within twenty (20) calendar days from the discharge or suspension. As soon as administratively possible following the discharge of an employee (typically within 72 hours of the event), the employer shall notify the union of the discharge and the reasons for the action. Nothing contained herein shall, in any way limit the authority of the employer to impose discharge.

5.02 REPRESENTATION AT INVESTIGATORY MEETINGS, DISCIPLINARY SUSPENSION OR DISCHARGE HEARINGS

- (1) Upon request, an employee shall have the right to Union representation at any investigatory meetings with management, which may result in disciplinary action against the employee. If the employee requests Union representation at the meeting, the meeting shall proceed only in the presence of a Union Officer or Steward. A meeting can proceed without a Union representative if the employee agrees to it.
- (2) At hearings called for the purpose of a suspension or discharge, the employee shall be entitled to Union representation. It is understood and agreed that such right is conditioned upon the following:
 - a. At the hearing, the employee may be represented by Union officials equal to the number of management officials present at such hearing. Each party may designate up to two (2) observers who may be allowed to attend the hearing at the discretion of the Hearing Officer but are not permitted to participate in the hearing proceedings. The party designating an observer must also state the purpose for the observer's presence, including but not limited to their name, job title, and organization. The Hearing Officer will not unreasonably deny the observer(s) from attending the hearing.
 - b. The hearing at which the Union official is permitted to be present shall not be an adversarial proceeding. The Union official may bring to the attention of the employer any facts which the Union considers relevant to the issues and may recommend to the employer on behalf of the employee what the Union considers to be the appropriate disposition of the matter. The employee shall not be entitled to have witnesses appear on the employee's behalf nor shall the supervisory personnel present at such hearing be subject to cross-examination or harassment. These restrictions recognize that the purpose of a Union representative at such hearings is
- (3) It is understood and agreed that such right is conditioned upon the following:
 - a. At the hearing, the employee may be represented by Union officials equal to the number of management officials present at such hearing. Each party may designate up to two (2) observers who may be allowed to attend the hearing at the discretion of the Hearing Officer but are not permitted to participate in the hearing proceedings. The party designating an observer must also state the purpose for the observer's presence, including but not limited to their name, job title, and organization. The Hearing Officer will not unreasonably deny the observer(s) from attending the hearing.
 - b. The hearing at which the Union official is permitted to be present shall not be an adversarial proceeding. The Union official may bring to the attention of the employer any facts which the Union considers relevant to the issues and may recommend to the employer on behalf of the employee what the Union considers to be the appropriate disposition of the matter. The employee shall not be entitled to have witnesses appear on the employee's behalf nor shall the supervisory personnel present at such hearing be subject to cross-examination or harassment. These restrictions recognize that the purpose of a Union representative at such hearings is

to provide the employee with a spokesperson to enable the employee to put the case before the hearing officer and, further, to apprise the facts upon which the employer's decision was made.

- c. It shall be the obligation of the employee to make arrangements to have a Union representative present at the time the hearing is set by the employer. In order to carry out the intent of this Agreement, written electronic notice of the hearing shall be provided to the employee not less than forty-eight (48) hours prior to such a hearing and such notice shall be accompanied by a brief statement of basis for the proposed suspension or discharge. The inability of the employee to secure the services of any particular Union representative shall not be justification for delaying such hearing beyond the date and time originally set by the appointing authority. Prior to setting a time and place for the hearing, the employer shall make a full investigation of the matter under consideration.
- d. Nothing contained herein shall in any way limit the authority of the employer to impose summary suspension where the circumstances warrant such action. It is understood that a review of the action of the employee's leader will be made by the employer for the purpose of reviewing the action taken by the leader. Hearings regarding such summary suspensions shall be held as soon as practicable. At such hearings the employee shall be entitled to the rights set forth in this Section.

PART 6

6.01 NO STRIKE – NO LOCKOUT

- (1) The Union agrees that there will be no strike, work stoppage, sympathy strike, or interruption of service during the term of this Agreement.
- (2) The Employer agrees that there will be no lockout of employees during the term of this Agreement.

6.02 SUCCESSORS AND ASSIGNS

- (1) In the event any institution or department in which union employees are employed is taken over by any other agency, the employer will consult with the successor agency in an effort to have such agency recognize the Union as the bargaining agent for, and hire affected employees under conditions which would maintain in force the present wages, hours, and conditions of employment to which such employees are entitled under the terms of this Agreement.

6.03 SAVING CLAUSE

- (1) If any article or part of the Memorandum of Agreement is held to be invalid by operation of law or by 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 Memorandum of 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.

6.04 ENTIRE MEMORANDUM OF AGREEMENT

- (1) The foregoing constitutes the entire Memorandum of Agreement between the parties by which the parties intended to be bound and no verbal statement shall supersede any of its provisions.
- (2) The parties may, by mutual agreement, clarify or change any term or provision of this Agreement during its term. In the event the parties elect to do so, such agreement shall be reduced to writing and signed by both parties.

6.05 ZIPPER CLAUSE

- (1) The parties agree that they have each had an adequate opportunity to bargain on all wages, hours and conditions of employment. The parties hereby waive their right to bargain on any wages, hours or working conditions currently known to the parties.
- (2) This Memorandum of Agreement, plus the following appendices, constitute the entire Memorandum of Agreement as described in **Part 6 - Section 6.04 – Entire Memorandum of Agreement**.

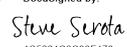
Appendix A – FNHP Local 5000 Bargaining Unit Listing of Former MCMC Employees Updated June 2024

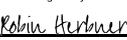
Appendix B – Wisconsin Diagnostic Retirement Savings Plan and Summary Highlights

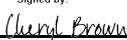
Appendix C– Family Medical Leave Act

Appendix D– Memorandum of Understanding – Cancer Center Closing

This Collective Bargaining Agreement, when executed shall be deemed to be an original and all electronic signatures taken together shall constitute one and the same instrument. The use "electronic signature" shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and any other applicable law.

DocuSigned by:

Steve Serota, President
Wisconsin Diagnostic Laboratories

DocuSigned by:

Robin Herber, Chief Administrative Officer
Wisconsin Diagnostic Laboratories

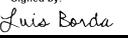
Signed by:

Cheryl Brown, Human Resources Supervisor
Wisconsin Diagnostic Laboratories

Signed by:

Connie Smith, President
WFNHP Local 5000

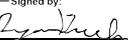
DocuSigned by:

Jamie Lucas, Executive Director
WFNHP Local 5000

Signed by:

Louis Borda, President
WDL Chapter, WFNHP Local 5000

Signed by:

Piper Hogan, Vice President
WDL Chapter, WFNHP Local 5000

Signed by:

Ryan Kuehn, Chief Steward
WDL Chapter, WFNHP Local 5000

APPENDIX A

WFNHP BARGAINING UNIT LIST OF FORMER MCMC EMPLOYEES

UPDATED 06/2024

HOFSTAD, LEAH J.
KASSA, KAREN A.
LEAHY, MARY BETH
LEPKOWSKI, JULIE A.
LICHT, MARILYN L.
RING-SZUKALSKI, ANGELA J.
WARREN, LEANN F.
ZIEBKA, JEANNE
ZILLGITT, JAMES A.

APPENDIX B

**WISCONSIN DIAGNOSTIC LABORATORIES
RETIREMENT SAVINGS PLAN & TRUST**

Highlights – Effective January 1, 2024

Save today for your retirement tomorrow!

Eligibility:	<ul style="list-style-type: none"><input type="checkbox"/> Immediate eligibility to begin deferring employee contributions<input type="checkbox"/> Age 18<input type="checkbox"/> You determine the amount you want to defer and can change that amount at any time.
Employee Contributions:	<ul style="list-style-type: none"><input type="checkbox"/> You may choose to make before-tax contributions from 1% to 100% of your gross pay (up to the current IRS annual maximum). There is also a ROTH option available (after tax).<input type="checkbox"/> If you are 50 years of age, you can contribute additional amounts up to the maximum allowed by federal law<input type="checkbox"/> Rollover contributions are accepted immediately upon hire
Contribution Changes:	<ul style="list-style-type: none"><input type="checkbox"/> You may increase or decrease your contribution monthly<input type="checkbox"/> You may stop your contribution any time
Employer Contributions:	<ul style="list-style-type: none"><input type="checkbox"/> Wisconsin Diagnostic Laboratories makes employer service contributions (ESC) in the amount of your annual gross earnings based on tenure as follows:<ul style="list-style-type: none"><input type="checkbox"/> 0-4 Years – 2.5%<input type="checkbox"/> 5-10 years – 2.75%<input type="checkbox"/> 11-15 Years – 3.0%<input type="checkbox"/> 16-20 years – 3.5%<input type="checkbox"/> 21-25 Years – 4.0%<input type="checkbox"/> 26+ years – 4.5%<input type="checkbox"/> ESC contributions are made annually for any employees who have worked at least 1,000 hours and are employed on the last day of the plan year.<input type="checkbox"/> The Employer shall contribute a match of 50% of up to the first 6% of employee contributions annually.

Vesting Schedule:

Vesting refers to your "ownership" of the contributions made to your account

- You are always 100% vested in the contributions you make to the Plan, and any earnings those contributions generate
- Employer contributions (match and ESC), plus any earnings they generate, are 100 % vested once the employee reaches 3 years of service.
- Individuals who are currently vested in employer contributions will retain that status.

APPENDIX C

FAMILY AND MEDICAL LEAVE

- (1) The Employer agrees to comply with both the State and Federal Family and Medical Leave Acts. Such leave(s), as well as Non-Regulatory leaves shall be concurrent to the extent allowed by law.
- (2) Following is the procedure portion of the Human Resources FMLA policy. It is being included in this agreement to assure employees understand their obligations under the FMLA.

Family and Medical Leave Act Procedures

- (1) Employee requests Leave of Absence/FMLA either by contacting FMLA Third Party Administrator (TPA). When requesting leave. The employee is not required to specifically request FMLA, however the employee must state the reason for, and the anticipated timing and duration of the leave.
 - a. Foreseeable leaves: The employee must give at least 30 days' notice, and reasonably consider the needs of the employer before scheduling leave.
 - b. Unforeseeable leaves: The employee must provide reasonable and practicable notice of the need for leave (i.e. at least verbal notice to the employee's manager within 1 or 2 business days). To appropriately administer FMLA, managers should notify the Human Resources Coordinator or FMLA TPA when an employee is absent for three consecutive calendar days.
- (2) FMLA TPA provides the employee with the necessary paperwork and instructions on completing it. This paperwork includes the following:
 - a. Certification of Health Care Provider
 - b. Short Term Disability Application (if applicable)
 - c. Family and Medical Leave Act Notice of Right and Responsibilities
 - d. Policy Designation Notice
 - e. Return to Work Authorization form (for continuous leaves)
- (3) The employee
 - a. Submits the Certification of Health Care Provider form completed by the attending physician to FMLA TPA within 15 calendar days of request.

Note: Failure to provide the completed Certification within the required timeframe may result in delay or denial of leave.

b. Submits Short Term Disability Application to FMLA TPA (if applicable)

- (4) FMLA TPA reviews the Certification, verifies the employee's eligibility for leave, approves/denies the leave based on employee eligibility and qualifications of the significant health condition, and notifies the employee's manager and Human Resources.
- (5) Employees with approved intermittent FMLA are required to report leave usage to FMLA TPA each time FMLA is used, as well as to report FMLA each time it is used by following their department's normal calling procedure.
- (6) The Human Resources Coordinator, completes the employee's timecard with applicable method of supplemental, Short Term Disability, or substitution pay, based on the parameters of FMLA, and the union contract (if applicable).
- (7) At least two days prior to returning from an FMLA leave, the employee must notify their manager of their expected return.
- (8) On or before the day the employee returns from leave, the employee must provide a Return to Work Authorization form, to FMLA TPA or Human Resources, completed by the employee's physician releasing the employee to return to work, and noting restrictions, if any. If provided to FMLA TPA, FMLA TPA will forward to Human Resources.

Memorandum of Understanding

Meeting Staffing Requirements for Cancer Center Closing Updated November 28, 2023

This will confirm that Wisconsin Federation of Nurses and Hospital Professionals Local 5000 (WFNHP) and Wisconsin Diagnostic Laboratories (WDL) have agreed to provide staffing in the Cancer Center on days when the staff member scheduled to close the Cancer Center Lab is unable to do so.

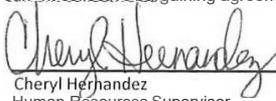
To ensure that the needs of a vulnerable patient population and the providers who care for them are met, WFNHP and WDL agree the Cancer Center Lab is a unique service and agree to work collaboratively on an ongoing basis, including modification of this agreement if necessary, to ensure coverage.

This MOU and the use of mandatory shall not be used by the Employer to avoid filling vacancies or otherwise working towards an adequate balance of Cancer Center trained staff on first and second shifts.

In the event that the staff member assigned to close the Cancer Center Lab is unable to do so due to absence or other extenuating circumstances the following steps will be followed.

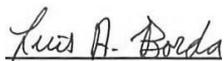
- a. At the sole discretion of the leader, and without causing undue disruption to laboratory operations or training, if there is a qualified staff member on second shift that can close the Cancer Center Lab, that staff member's assignment will be reassigned to the Cancer Center lab for the time necessary to close.
- b. If a qualified second shift staff member is unavailable, the most recent version of the first shift Hematology mandatory list will be reviewed and the staff member who is qualified, on-site, and nearest the top of the mandatory list will be required to extend their shift to close the Cancer Center Lab.
- c. If there are no second or first shift staff members at work with the training and competency needed for Cancer Center closing, the staff member nearest the top of the first shift mandatory list with the required training and competency will be mandated to close the Cancer Center. Leadership will contact that staff member and that staff member will report to work at the time designated by the leader to support Cancer Center closing operations.
- d. Staff on approved PTO shall not be considered for mandatory assignment and will be skipped on the mandatory list for this occurrence.
- e. The staff member mandated to close the Cancer Center will move to the bottom of the mandatory list, only as a result of having worked beyond their regular scheduled shift to complete the closing duties.
- f. The staff member mandated to close the Cancer Center Lab will be paid mandatory overtime pay at 1.5x base pay for all hours worked beyond their scheduled shift to complete the closing.
- g. Failure to complete the mandatory assignment will result in corrective action.

This Memorandum of Understanding is made under the agreement that these terms are not precedent setting and that all other situations related to mandatory shift [Section 2.03 (6) - (7)] will adhere to the current collective bargaining agreement between WDL and WFNHP.



Cheryl Hernandez
Human Resources Supervisor
Wisconsin Diagnostic Laboratories

12-21-23
Date



Luis Borda, President
Wisconsin Federation of Nurses and Health

12/12/23
Date

Professional



Piper Hogan, Secretary
Wisconsin Federation of
Nurses and Health
Professionals, Local
500

12-12-23

Notes:

Notes:

Notes:

You Have **RIGHTS!**

Weingarten Rights: Your Right to Union Representation

WHO has Weingarten Rights?

Any member of a bargaining unit where a union is the certified representative.

WHAT are my Weingarten Rights?

If you are called into a meeting with any management representative and have reason to believe that disciplinary action may result, read them your Weingarten Rights:

"If this discussion could in any way lead to my being disciplined or terminated or affect my personal working conditions, I respectfully request that my union representative or steward be present at this meeting. Without representation, I choose not to answer questions."

HOW do I proceed?

1. Ask your supervisor if you might be disciplined as a result of the meeting.

If your supervisor says “no,” ask for a written statement to that affect. If your supervisor provides such a written statement, you must participate in the meeting. If your supervisor does not provide a written statement, read your supervisor your Weingarten Rights and request representation.

If your supervisor denies you representation because no discipline will result from the meeting, note that guarantee on paper along with the date and time, *remain for the meeting*, continue taking notes, and afterward immediately contact your steward or union representative.

2. If your supervisor says you might be disciplined but will not allow you to have a union representative present, stop talking.

Read your Weingarten Rights to your supervisor again. Stay in the room until excused. Take notes. Don't answer questions. Confirm your willingness to answer questions after you union representative arrives and you've had a chance to consult privately with your union representative.

If, upon hearing your Weingarten Rights, your supervisor ends the meeting, immediately contact your union representative.



9620 W. Greenfield Ave., West Allis, WI 53214
Phone: 414-475-6065 **Fax:** 414-475-5722
Email: info@wfnhp.org **Web:** www.wfnhp.org

