

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SEIU HEALTHCARE WISCONSIN**

**AND**

**EXTENDICARE HEALTH SERVICES, INC.**

**D/B/A**

**MAYVILLE NURSING AND REHABILITATION CENTER**

**JULY 1, 2013 THROUGH JUNE 30, 2016**

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## **AGREEMENT**

This Agreement is made and entered into by and between Extendicare Health Services, Inc. (d/b/a Mayville Nursing and Rehab Center), hereinafter referred to as the “Employer,” and the SEIU Healthcare Wisconsin, hereinafter referred to as the “Union.”

### **ATTEST**

WHEREAS, both parties to this Agreement desire to prevent strikes and to facilitate the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the employees, the Union, the Employer, and the general public may be mutually benefited, the parties hereto contract and agree in good faith with each other as follows:

### **ARTICLE I - RECOGNITION**

Section 1.1 - The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all full-time and regular part-time service and maintenance employees, including CNAs, NAs (non-certified), restorative aides, cooks, dietary aides, housekeeping aides, laundry aides, maintenance aides, activity aides and supply clerks, but excluding administrators, directors of nursing, managers, RNs, LPNs, department heads, medical records director, staffing coordinator, office clerical employees, confidential employees, guards and supervisors as defined in the Act.

Section 1.2 - Employees will be hired on a probationary basis. This probationary period will be ninety (90) calendar days in length, and the employee may be discharged for any cause, without recourse, during this period. Where the new employee, the Facility, and the Union may benefit from an additional thirty (30) days of probation, such additional thirty (30) days may be granted by mutual agreement of the Employer and the Union.

Section 1.3 - All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain in good standing or pay the appropriate agency fee as a condition of employment. All present employees who are not members of the Union on the effective date of this Agreement and all employees who are hired hereafter shall become members of the Union within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days of their hiring date, whichever is later.

Section 1.4 – The Employer agrees to deduct from wages of all employees covered by this Agreement, after receipt of a signed authorization form from each such employee, dues and initiation fees of the Union. Union dues will be taken out over the first two (2) consecutive pay periods (initial initiation fee shall be deducted over the first five (5) consecutive pay periods). The Employer shall have no obligation to obtain such authorization. The Employer shall include the Union authorization form in its new employee paperwork and forward the signed authorization to the Union at its Milwaukee address.

Section 1.5 – The Employer agrees to deduct from the wages of any employee covered by this Agreement any voluntary contribution to SEIU COPE upon receipt of signed authorization from each such employee on forms provided by the Union. Such contributions will be transmitted on a separate check with a list of names and specific deductions.

Section 1.6 - The Union agrees to indemnify and hold harmless the Employer against any and all suits, claims, judgments, verdicts, costs, fees, fines, awards, or decisions of any kind whatsoever and

arising from any source whatsoever by virtue of the Employer's compliance with provisions of this Article.

## **ARTICLE II - UNION REPRESENTATION AND WORK SITE LEADERS**

Section 2.1 - A duly authorized Union representative shall meet with representatives of the Employer for the purpose of determining the maintenance of wages and working conditions hereunder provided as required.

Section 2.2 - The authorized representative(s) of the Union will have reasonable access to the Employer's premises provided that the Union representative gives the Employer reasonable advance notice, except in the cases of emergencies, to confer with the Employer, Worksite Leaders of the Union and/or with the Employees for the purpose of administering this Agreement. When a Union representative enters the Employer premises, he/she shall notify the Administrator, or person in charge, of his/her visit so that his/her activities do not interfere with customer care or the efficient operation of the Employer. No more than two (2) Union representatives shall visit the Employer at any time, unless the parties mutually agree otherwise. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. Exceptions include, but are not limited to, visits intended during a state survey. The Union will furnish the name of the authorized representative.

Section 2.3 - A current list of authorized Union Work Site Leaders will be presented to the Employer by the Union. Authorized Work Site Leaders shall have the authority to gather pertinent facts and assist employees in the processing of grievances in accordance with the terms, procedures, and limitations provided in this Agreement, when requested by the employee who initiates the grievances.

Section 2.4 - The Employer shall permit a Work Site Leader a reasonable amount of time on regular duty status to process grievances and to consult with appropriate supervisors and management officials. A Work Site Leader must ask for and receive permission from his/her immediate supervisor before leaving the job. Such requests will not be unreasonably denied. The Employer will cooperate with the Union and its recognized representative(s) in this matter.

Section 2.5 - Employees who hold elected or appointed Union office will be allowed time off without pay to attend Union meetings, but no more than three (3) employees at one time. Work Site Leaders assigned to any shift will be granted time off with pay to attend Union meetings provided:

- a. If two (2) or more representatives are from one (1) department, their attendance approval is contingent on whether scheduling will allow.
- b. Their respective supervisor(s) have been given advance notice.
- c. That such meetings will not exceed one (1) day in duration, including travel time, except scheduled Union contract ratification meetings.

Section 2.6 - A designated Work Site Leader shall have a twenty (20) minute time slot at orientation to brief employees about the Union.

Section 2.7 - The Union may request, in writing, and will be given copies of any information controlled by management that may be needed to prepare for negotiations and/or grievance and arbitration, to the limit allowed by prevailing law. This information will be provided to any Work Site Leader as directed by the information request.

### **ARTICLE III – NON-DISCRIMINATION**

Section 3.1 - Neither the Employer nor the Union will discriminate against any employee for reasons of race, color, religion, age, sex, national origin, marital status, disability, sexual orientation, political belief, or membership in the Union in regard to hiring firing, promotion, or any other term or condition of employment.

### **ARTICLE IV - GRIEVANCE AND ARBITRATION**

**(Effective July 1, 2013-April 10,2014)**

Section 4.1 - The Employer agrees to meet with duly accredited officers and committees of the Union upon grievances pertaining to meaning or application of the Agreement, in accordance with the procedure provided below. A grievance, subject to the following procedure, shall include any and all disciplinary actions taken by the Employer, and all questions and disputes involving contract interpretations and any and all questions and disputes involving conditions of employment.

Step 1. The employee or the Union shall discuss the grievance with the immediate supervisor within seven (7) working days of the event which is the source of the grievance; provided, however, any grievance relating to a discharge from employment shall commence at Step 2 below.

If the employee so desires, a Union Work Site Leader may be present at said meeting. If a satisfactory settlement is not reached orally, the Work Site Leader or the Union shall, within seven (7) working days, set forth the grievance in writing, date it, sign it in duplicate form, and present it to the department head for investigation and written disposition within seven (7) working days. Saturdays, Sundays, and holidays shall not be considered working days for the purposes of this Article.

Step 2. If there is failure to resolve at Step 1, the grievance must be presented, within seven (7) working days from the failure to resolve in Step 1, to the Administrator or his/her representative, for investigation. The Administrator will provide for a meeting of representatives of the Union and the Employer for negotiation purposes within seven (7) working days of receipt of the Step 2 grievance. The Employer shall provide written disposition within seven (7) working days of the meeting. Failure of the Union to go to Step 2 within seven working days of the response of Step 1 of the grievance bars further action by the Union or the employee.

Step 3. If the grievance is not settled in Step 2., the grievance may, within seven (7) working days after the answer in Step 2., be presented in Step 3. A grievance will be presented in this Step to the Corporate Director of Labor Relations, or his/her designee; and that person will render a decision in writing within seven (7) working days after the presentation of the grievance in this Step. If there is failure to resolve at this Step, either party may file an appeal to arbitration within seven (7) working days.

Step 4. If the grievance is not settled in Step 3, the Union will notify the Employer's Area Director of Human Resources, in writing, of its intention to submit any grievance to arbitration. The arbitrator will be selected by and from the staff of the Wisconsin Employment Relations Commission. The decision of the arbitrator will be final and binding

on both parties to this Agreement.

Section 4.2 - The cost of the arbitration shall be shared equally by the Employer and the Union.

Section 4.3 - The decision of the arbitrator shall be final and binding on both parties. The arbitrator has no authority to add to, subtract from, modify, or ignore any provision of this Agreement.

Section 4.4 - The Employer shall notify the Union, in writing, of the names of the Administrator and the names of the respective department heads, or any changes therein, to whom grievances are to be directed, pursuant to the step outlined in Section 4.1 of this Article. The Union has no obligation to deal with any representative of the Employer not identified on this list.

Section 4.5 – The time limits specified in this Article are intended to be maximum time limits and are to be construed as being binding on the Union, employee(s) and the Employer. Grievances not processed within the time limits specified herein will be deemed to have been settled consistent with the last response of the Employer. Time limits specified in this Article may be extended through mutual agreement between the parties. Saturdays, Sundays and holidays shall not be construed as working days for the purpose of this Article.

Section 4.6. In cases alleging resident abuse or resident neglect, the arbitrator will draw no inference of any kind whatsoever from the failure or inability of a resident to appear and testify.

Section 4.7. In cases of discipline or discharge proving resident abuse or resident neglect, the arbitrator's determination shall be limited solely to ascertaining whether or not the employee was, in fact, guilty of the acts with which charged by the Employer. The arbitrator, finding such guilt to exist, shall not have the authority to substitute his judgment for that of management as to the penalty imposed.

#### **ARTICLE IV - GRIEVANCE AND ARBITRATION**

**(Effective 4/11/14)**

Section 4.1 - The Employer agrees to meet with duly accredited officers, staff, worksite leaders and committees of the Union upon grievances pertaining to meaning or application of the Agreement, in accordance with the procedure provided below. A grievance, subject to the following procedure, shall include any and all disciplinary actions taken by the Employer, and all questions and disputes involving contract interpretations and any and all questions and disputes involving conditions of employment.

Step 1. The Union shall, within seven (7) working days of the event which is the source of the grievance, set forth the grievance in writing, date it, sign it, and present it to the Facility Administrator or his/her designee. The Facility Administrator will provide for a meeting of representatives of the Union, including Union Staff Representative, and the Employer for negotiation purposes within seven (7) working days of receipt of the Step 1 grievance. The Employer shall provide written disposition to the Union within seven (7) working days of the meeting. Saturdays, Sundays, and holidays shall not be considered working days for the purposes of this Article.

Step 2. If the grievance is not resolved at Step 1, the grievance must be presented in writing, to the Area Director of Human Resources or his/her designee within seven (7) working days of the Union receiving the Step 1 answer. The Area Director of Human Resources may provide for a meeting of representatives of the Union, including Union Staff Representative and the Employer for negotiation purposes within seven (7) working days of receipt of the

Step 2 grievance. The Area Director of Human Resources or his/her designee will provide written disposition within seven (7) working days of receipt of the grievance or, if a meeting is held, of the meeting. Failure of the Union to go to Step 2 within seven (7) working days of the response of Step 1 of the grievance bars further action by the Union.

Step 3. If the grievance is not resolved in Step 2, and the Union desires to mediate the grievance, the Union shall submit in writing to the Area Director of Human Resources or his/her designee within seven (7) working days of receiving the Step 2 answer a request that the parties engage in mediation. The Employer shall notify the Union within seven (7) working days of receiving the request whether or not it consents to mediation. If the parties agree to mediation, it shall occur with the Federal Mediation & Conciliation Services ("FMCS"). The parties shall submit their request for mediation in writing to FMCS within seven (7) working days of agreeing to mediation and mediation shall occur within thirty (30) calendar days of the parties agreeing to mediation.

If the grievance is not resolved under Step 2, or if mediation is agreed to under Step 3, the Union must notify the Employer in writing of its intent to arbitrate the matter within the later of ten (10) working days after it receives notice of the Employer's Step 2 decision if no request for mediation is made, the failure of the Employer to agree to engage in mediation pursuant to Step 3 above, or the conclusion of mediation pursuant to Step 3 above. The Union must file with FMCS a written request for arbitration within the later of twenty (20) working days after it receives notice of the Employer's Step 2 decision if no request for mediation is made, the failure of the Employer to agree to engage in mediation pursuant to Step 3 above, or the conclusion of mediation pursuant to Step 3 above.

At the time the Union requests arbitration with FMCS it shall request that FMCS provide a list of seven (7) impartial arbitrators. The Employer and the Union shall then alternatively strike one (1) arbitrator each on the slate, with the party filing the grievance exercising the first strike. The parties will either meet in person or by phone within ten (10) working days of receiving the list of arbitrators to exercise their strikes. The remaining arbitrator shall then be informed of his/her appointment as Arbitrator.

Section 4.2 - The cost of the arbitration, which shall include the location and fees and expenses of the Arbitrator, the court reporter and the transcript, shall be shared equally by the Employer and the Union. Each party shall pay any fees of its own representatives and witnesses.

Section 4.3 - The decision of the arbitrator shall be final and binding on both parties. The arbitrator has no authority to add to, subtract from, modify, or ignore any provision of this Agreement.

Section 4.4 - The Employer shall notify the Union, in writing, of the names of the Administrator or his/her designee, or any changes therein to whom grievances are to be directed, pursuant to the steps outlined in this Article. The Union has no obligation to deal with any representative of the Employer not identified on this list.

Section 4.5 - The time limits specified in this Article are intended to be maximum time limits and are to be construed as being binding on the Union, employee(s) and the Employer. Grievances not processed within the time limits specified herein will be deemed to have been settled consistent with the last response of the Employer. Time limits specified in this Article may be extended through mutual agreement between the parties. Saturdays, Sundays and holidays shall not be construed as working days for the purpose of this Article.



Section 4.6 - In cases alleging resident abuse or resident neglect, the arbitrator will draw no inference of any kind whatsoever from the failure or inability of a resident to appear and testify.

Section 4.7 - In cases of discipline or discharge proving resident abuse or resident neglect, the arbitrator's determination shall be limited solely to ascertaining whether or not the employee was, in fact, guilty of the acts with which charged by the Employer. The arbitrator, finding such guilt to exist, shall not have the authority to substitute his judgment for that of management as to the penalty imposed.

#### **ARTICLE V - SECURITY**

Section 5.1 - The Union agrees for itself and its members that there shall be no picketing, strikes, sympathetic strikes, sit-downs, slowdowns, or work stoppages for any reason whatsoever, and the Employer agrees that there shall be no lockout during the life of this Agreement, it being the mutual desire of both parties to provide for the uninterrupted, continuous service.

#### **ARTICLE VI - SENIORITY**

Section 6.1 – Except as provided in Section 6.6, seniority shall be computed from the most recent hiring date and shall be defined as the length of time an employee has been regularly employed by the Employer as a full-time or part-time employee including authorized leave of absence or other unpaid absence.

Section 6.2 - Promotions and transfers shall be determined on the basis of an employee's record, ability, and skill, and where those factors are relatively equal, the employee with the greater departmental seniority will be given preference over the employee with less departmental seniority.

Section 6.3 - Seniority and all other accrued rights shall cease upon:

- a. Discharge for just cause
- b. Resignation
- c. Second absence from work without notification and subsequent dismissal (first absence from work without notification will result in a discharge warning).
- d. Continuous layoff for six (6) months; or, if after being laid off, an employee does not return to work within five (5) days after written notification to do so by certified mail to the last address provided by the employee.

Section 6.4 - A posting procedure will be established for all new or vacant positions. Posting will be for five (5) calendar days on the job posting bulletin board. Interested employees must submit the specific written request on a form provided by the Company to be considered for the position. Employees will be interviewed prior to the interviewing of applicants outside the Facility. If qualifications are relatively equal, seniority will prevail. All postings will be dated and time-stamped.

Section 6.5 – An employee may request, in writing, a transfer to another of the Company's facilities honoring a labor agreement with the SEIU Healthcare WI. The employee may be offered the next opening that occurs at the receiving facility. The employee transferring will retain his/her seniority with the company for the purpose of benefits. Upon acceptance at the receiving facility, the employee will be placed in the step and in the benefits program in effect at the receiving facility, based upon his/her seniority at his/her former facility.

It is understood however, that even though an employee may transfer to a facility covered by a different collective bargaining agreement, nothing in this section shall be construed as merging in

any way the different bargaining units currently representing Extendicare employees. The Union agrees to never introduce this section into any NLRB proceedings concerning any unit determination or unit clarification in any form whatsoever.

In the event of layoffs or rehiring, job posting, holidays, and in choice of vacations at the receiving facility, the employee's seniority, for these purposes only, shall be the date of starting at the receiving facility. This provision will not take effect if it is contrary to any existing labor management agreements in effect at the receiving facility if the employee was not a SEIU Healthcare WI member at the transferring facility.

Section 6.6 - Any former employee, who returns to work within sixty (60) days of voluntarily terminating their employment at the Employer shall retain their seniority, minus the time of separation. Such an employee shall have their wages and benefits reinstated to their last known rate of pay and benefits before such separation occurred, and any intervening increases in wages after separation.

## **ARTICLE VII - METHOD OF WAGE PAYMENT**

Section 7.1 - Payment of wages due shall be made on a biweekly basis following the end of the pay period. If a payday falls on a standard holiday (e.g. New Year's Day, Fourth of July, Christmas Day), paychecks will be issued the preceding Friday. Any error in an employee's paycheck of more than fifteen dollars (\$15.00) as a result of the Employer's error will be corrected by the Employer, and a special paycheck will be provided within three (3) working days, as far as is reasonably possible. When the Employer changes its payroll system, it will maintain bi-weekly payrolls. The Employer and the Union will meet prior to the effective date of the payroll change to agree on implementation.

Section 7.2 - Employees shall be allowed one-half (1/2) hour without pay for meals during any work period of six (6) or more hours in one day. By mutual agreement, employees will be provided the option of having one (1) hour without pay for meals during any work period of six (6) or more hours in one day. Except for emergencies or circumstances outside the Employer's control, employee meal periods will not be interrupted. Lunch may be eaten off premises. The time for scheduled lunchtime shall be determined by the Employer as the needs of adequate service allow. No extra time off will be given due to an employee not utilizing his/her assigned lunchtime. Employees must punch in and out for scheduled lunch breaks.

Section 7.3 - The work day for the hourly collective bargaining employees shall be as follows:

- a. For employees who are hired on or after the date of ratification and for employees hired prior to ratification who have a workday of seven and one-half (7 ½) hours per day, the workday shall be seven and one-half (7 ½) hours per day.
- b. For employees hired before the date of ratification who do not sign a non-revocable consent and who have a workday of seven and three-quarters (7 ¾) hours per day, the workday shall be seven and three-quarters (7 ¾) hours per day. Employees working seven and one-half hours per day prior to the date of ratification shall continue to do so subject to the terms of this Agreement.

Notwithstanding the foregoing, the workday for a full-time employee hired on or after the date of ratification (or at a later time determined in the Employer's sole discretion) is eight (8) hours, seven and one-half (7 ½) hours paid and one-half (1/2) hour unpaid lunch.

Section 7.4 – The pay period shall consist of seventy seven and one-half (77 ½) hours for employees working 7 ¾ hours per day, or seventy five (75) hours for employees working 7 ½ hours per day, and the full time workday shall consist of 7 ½ or 7 ¾ hours. Time and one-half (1 ½) will be paid for all work in excess of eight (8) hours per day or eighty (80) hours per pay period. The nursing home operates twenty-four (24) hours per day, seven days per week. Employees must work weekends, as the needs of the department require. The Employer will make every attempt to grant employees every other weekend off. Seniority shall prevail, as the needs of the Employer permit, in providing seventy seven and one-half (77 ½) or seventy five (75) hours of work. Overtime shall not be pyramided.

Section 7.5 - Employees shall be granted one rest period of fifteen (15) minutes during the first four (4) hours worked and an additional rest period of ten (10) minutes when the employee is scheduled to work a shift of seven or more hours without deduction in pay, but not during the last hour of any shift. When an employee is scheduled for seven and one-half (1 ½) hour or longer shift, the second break shall be fifteen (15) minutes. An employee working twelve or more consecutive hours will be granted an additional rest period of fifteen (15) minutes without deduction in pay. An employee working fifteen (15) or more consecutive hours will be granted an additional rest period of fifteen (15) minutes without deduction in pay. The Employer agrees to not schedule employees in a manner intended to circumvent employee breaks.

Section 7.6 - Rest periods may be taken consecutively at the discretion of the Employer in situations where they will not cause disruption of the normal activity of the nursing home. An employee may not leave the Facility during authorized rest periods unless prior approval has been given by his/her immediate supervisor.

Section 7.7 - Employees working fewer than thirty seven and one-half (37 ½) hours per week shall be given preference in requesting, in writing, additional hours of work before pool agencies are contracted or new part-time or full-time employees are hired within the same department and classification.

Section 7.8 - No current employee will be paid a straight-time hourly rate less than the straight-time hourly rate of a new employee in the same classification with the same level of experience.

Section 7.9 – A regular full-time employee is one who is scheduled to work a minimum of thirty (30) or more hours a week.

A regular part-time employee is one who is scheduled to work a minimum of fifteen (15) or more but less than thirty (30) hours a week.

A casual, on-call or per diem employee is one with no regular schedule, but who works intermittently as required and depending on the availability of work. Casual, on-call or per diem employees (or employees scheduled less than fifteen (15) hours per week) are not subject to this Agreement.

A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not subject to this Agreement.

Section 7.10 - No employee shall be required to reduce scheduled hours to avoid payment of overtime, except in the reduction of hours due to a decline of census.

### **ARTICLE VIII - SCHEDULES**

Section 8.1 - Schedules shall be posted at least one (1) month in advance for all departments.

Section 8.2 - After the schedules have been posted, no changes therein shall be made without at least twenty-four (24) hours verbal notice to the affected employee of the intended change. This change must be mutually agreed to between the Employer and the employee.

Section 8.3 - Requests for days off, leaves of absence, holidays, and vacations shall be made two (2) weeks before the beginning of the requested leave, except in cases where such prior notice is not possible. The Employer will respond, in writing, to said request within one (1) week of the date of the receipt of the request will be considered to have been granted.

Section 8.4 - Requests for swapping days or hours will be submitted, in writing, to the appropriate supervisor for approval at least three (3) workdays prior to the intended change. Where swapping of days or hours is approved in writing, those changes must occur in the same pay period. No swaps will be approved which would require the payment of overtime unless previously approved by the Employer, in writing.

Section 8.5 - All employees who are asked to work on their day off or any additional shift shall be guaranteed a minimum of four (4) hours work or pay.

Section 8.6 – Consistent with the provisions of Section 8.5 above, the Employer will make every reasonable effort to ask the most senior employee on the list for the affected classification, thereafter asking less senior employees in affected classifications in rotation. The Employer has no obligation to ask any person who, by working, would require the payment of overtime.

### **ARTICLE IX - EMPLOYMENT**

Section 9.1 - The Employer shall, on a monthly basis, furnish the Union with a bargaining unit list giving each employee's name, address, phone number, job classification, rate of pay, shift, and date of hire. Each month, the Employer will furnish the Union and the Union Coordinator with a list showing new hires, terminations, and status changes of employees in the bargaining unit during the previous month. Said information shall be provided via electronic mail.

Section 9.2 – When an employee is assigned for four (4) hours or more to a work classification paying a higher rate, the employee shall receive the rate per hour for that job for all hours of performance in this higher classification. It is understood that no supervisory work will be assigned.

### **ARTICLE X - LEAVE OF ABSENCES**

Section 10.1 - To balance the demands of high quality service and the needs of our employees and their families, the Company provides leaves of absence to eligible employees for the following reasons:

*Employee Medical* – for the employee's own serious health condition, if the condition renders the employee unable to perform their essential job functions. This includes pregnancy.

*Family Medical* – to care for the serious health condition of the employee's spouse, child, or parent (not including in-laws).

*Parenting* – to care for a new son or daughter, including by birth or adoption or foster care placement.

*Other* – other compelling personal reasons or as required by law.

If any of these reasons require an employee to be absent for more than three calendar days, the employee may be considered to be on a leave of absence if all the provisions of this policy are followed. This contract is also intended to comply with a federal law known as the Family and Medical Leave Act of 1993 (FMLA), and/or similar state statutes. Leaves not covered by the FMLA will be considered as occurrences of absence.

This contract applies to Worker's Compensation time off. Additionally, if an employee is eligible for FMLA, Worker's Compensation time off will be counted as FMLA leave. If an employee is off work due to an on-the-job injury and refuses transitional duty offered by the Facility, he/she would be considered to be on an unpaid employee leave of absence and all provisions of this contract would apply.

Section 10.2 – Eligibility for Leave. Employees who have completed their 90-day introductory period may request a leave. However, to be eligible for FMLA leave an employee must have worked for the Company (as of the start date of the requested leave):

- a. For at least twelve (12) months, AND
- b. For at least 1,250 hours during the twelve (12) month period prior to the leave request.

Section 10.3 – Duration of Leave. An employee eligible for FMLA leave is entitled to a total of twelve (12) weeks of FMLA leave during a calendar year (January 1-December 31). An employee not eligible for FMLA leave or one whose FMLA leave is exhausted may be granted leave in four (4) week intervals not to exceed fifty-two (52) weeks, at the discretion of the Company.

A husband and wife who are both employed by the Company shall be eligible for twelve (12) weeks of combined leave during any calendar year if the leave is a Parenting Leave or a Family Medical Leave, to care for a parent with serious medical condition.

Section 10.4 – Benefit Hours During Leave. A leave of absence is generally considered an unpaid leave, although some employees may have paid benefits such as sick days, Power Plan hours, or vacation hours. Eligibility for leave is not dependent on the number of sick days or benefit hours available. If receiving compensation due to time off from an EHSI on-the-job-injury, the employee will not receive other compensation.

Section 10.5 – Intermittent or Reduced Schedule Leave. Under certain circumstances, including chronic conditions, an employee may take an intermittent or reduced schedule leave. For this type of leave, an absence from work for more than three (3) calendar days is not required; however, all other provisions of this contract apply.

Section 10.6 – Notification Requirement for Leave. Whenever possible, an employee must request leave at least thirty (30) days before the leave start date by completing a Request For Leave of Absence. In cases of emergency, the employee must request leave as soon as possible after the employee knows that he/she needs to take leave. The Request for Leave of Absence forms can be obtained from the business office manager or the Human Resources Department. At the time an employee obtains a Request For Leave of Absence form, the Company will provide the employee with this policy. For leaves mandated by state or federal law, all requests will be handled in accordance with appropriate law or regulation.

If an employee requests Employee Medical or Family Medical Leave, the employee must submit medical certification from the attending health care provider no later than fifteen (15) days from the start date of the leave. In the case of a request for intermittent or reduced schedule leave, an initial certification must include the reasons why the intermittent or reduced schedule leave is necessary, and the schedule for treatment, if applicable.

During leave, an employee will be required to report periodically to his/her supervisor, but not more frequently than every thirty (30) days, on his/her status and intent to return to work.

Upon the conclusion of an Employee Medical Leave lasting more than five (5) calendar days, the employee must present certification from his/her health care provider that the employee is able to return to work. Unless and until an employee provides this certification, the employee will not be permitted to return to work.

Any failure to comply with the FMLA requirements of this policy will result in the absence being considered as an occurrence of absence.

Section 10.7 – Continuation of Health and/or Dental Coverage During Leave. The Company will maintain an employee's health and/or dental coverage during Employee Medical, Family Medical, Parenting, and FMLA leave as if the employee had been continuously employed during these leave periods. An employee may elect not to continue coverage. An employee who continues health and/or dental coverage must pay his/her share of the premiums during leave to maintain coverage. The Company will continue to pay its share of the employee's premium. This premium payment is due to the Company on the employee's regularly scheduled payday.

If the employee is on a leave other than one listed in the paragraph above, the employee can also continue coverage; however, he/she must pay the entire premium amount, including the Company's contribution that would be made during active employment.

The continuation of health and/or dental coverage under the conditions described above can last for a period of up to three (3) months. At that time the employee will be eligible to continue under COBRA.

Section 10.8 – Right to Job Restoration After Leave. Upon return from FMLA leave, the employee will generally be restored to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. If during FMLA leave, a layoff or other event occurs that would have changed or eliminated the employee's job had he/she not taken leave, the returning employee will have no greater rights than if the employee had been continuously employed. The employee will be restored to the same position or to an equivalent position.

Employees on other leaves are not guaranteed to be restored to their former position unless otherwise specified by law. However, every reasonable effort will be made to return an employee to his/her position or to a position of similar status and pay for which the employee is qualified.

Section 10.9 – Military Leaves of Absence. The Company will grant military leave in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA).

## **ARTICLE XI – SUSPENSION, DISCHARGE, RESIGNATION**

Section 11.1 - The Employer will have the right to discharge, suspend or discipline any employee for just cause. The Union acknowledges the disciplinary procedure(s) set forth in the

Employee Handbook (dated 5/09).

Section 11.2 – [SECTION INTENTIONALLY DELETED]

Section 11.3 - A two (2) week written notice of resignation must be submitted prior to the ending of employment.

Section 11.4 - The Employer shall discipline within seventy-two (72) hours of the event giving rise to the discipline or within seventy-two (72) hours of notice of such event, whichever shall occur later. The time limits specified shall be deemed exclusive of Saturday, Sunday, holidays and the employee's scheduled days off. These time limits may be waived upon request. Such request shall not be unreasonably denied.

Section 11.5 - With two (2) weeks notice, employees will be paid for vested Power Plan hours upon termination. In the event an employee dies, said payment will be paid to the employee's estate.

Section 11.6 - If any disciplinary action is taken against an employee, a Union Coordinator will receive copies of the disciplinary action within forty-eight (48) hours of the issuance of the disciplinary action. Upon request, the Union Coordinator shall be provided use of the Employer's facsimile machine for the sole purpose of forwarding said disciplinary actions to the Union. Such request shall not be unreasonably denied.

Section 11.7 - When an employee works twelve (12) consecutive months without receiving a written discipline on non-direct patient care, all previous notices shall not be used against the employee in any further disciplinary action and shall be removed from the file.

## **ARTICLE XII - LABOR/MANAGEMENT MEETINGS**

Section 12.1 - The Employer and the Union, as evidence of attitude and intent, agree that during the life of this Agreement, individuals from both parties (not to exceed three (3) from each (four (4) from each if the union representative is present)), be designated, in writing, by each party to the other for the purpose of meeting at the call of the other party (but no more frequently than monthly), at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, ideas, and so on, related to the Facility, the work force, and resident services, all to promote better understanding with the other. The meetings may be on work time. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way modify, add to, or detract from the provisions of the Agreement. Grievances shall not be considered proper subjects at such meetings. Nothing discussed at said meetings shall have the effect of limiting in any way the existing rights of the Employer to operate and/or manage the Facility.

After discussion of the items, the Administrator will communicate to committee members the agreed-upon actions deemed appropriate as a result of the meeting.

Committee member employees who attend the committee meetings while on duty shall be paid. It is anticipated that the meeting will ordinarily be limited to no more than one (1) hour unless both parties mutually agree.

Each party may submit issues of concern one (1) week prior to the meeting.

## **ARTICLE XIII - GENERAL PROVISIONS**

Section 13.1 - The Employer will provide one (1) bulletin board which will be used for the

purpose of posting proper Union notices. The bulletin board will be placed conspicuously and at a place readily accessible to the workers in the course of employment (i.e., break room). Official Union notices containing no inflammatory/derogatory comments may be posted.

Section 13.2 - The Employer shall give the Union written notice of its intention to establish any new classification within the scope of the bargaining agreement. Upon receipt of said notice, the parties will immediately negotiate the wage rate therefore, and upon reaching an agreement as to said wage rate, the new classification and wage rate therefore will be incorporated into this Agreement and made a part thereof.

Section 13.3 - Where the State and Federal law and/or Facility policy require each employee to have a physical examination by a licensed physician prior to commencing employment or annually thereafter, the Employer will pay the entire fee if the examination is conducted by a physician designated by the Facility. A TB skin test is required prior to employment and will be paid for by the Employer, and annually thereafter. In situations where medical evidence dictates against the use of a skin test, a chest x-ray may be substituted at a location chosen by the Employer. The appropriate certification must be completed and signed by the designated physician or medical director before the employee will be allowed to begin work. A hepatitis series of shots must be offered to employees within ten days of employment at no expense to the employees.

Section 13.4 – [SECTION MOVED TO 18]

Section 13.5 - Starting and ending times of work shifts will not be permanently changed without three working days notice to the Union.

Section 13.6 – The Employer shall have available job descriptions, subject to change, for each classification in the bargaining unit. The Union shall be notified of any change(s) in the job description.

Section 13.7 – Vending machines shall be made available for employees.

Section 13.8 - Any reference to the words, “he”, “she”, “his”, or “her” is applicable to both the male and female sex.

Section 13.9 - Any reference to “work” days excludes Saturday, Sunday and holidays as provided by this Agreement. A “calendar day” or other day is any day of the week, Sunday through Saturday.

Section 13.10 - Where any reorganization of staff, introduction of new methods or changes in staff responsibilities are being considered, the Employer agrees that the affected employee or employees will be informed as reasonably early as possible. A voluntary and non-mandatory meeting will be set up with the affected employees, the Union, and the Employer prior to implementation of these changes.

Section 13.11 – The Employer will provide employees with lockers as is presently being done.

Section 13.12 – [SECTION INTENTIONALLY DELETED]

Section 13.13 – A program for effective conflict resolution will be developed by mutual agreement of the parties.

#### **ARTICLE XIV - MANAGEMENT RIGHTS**

Section 14.1 - The Employer has the sole and exclusive right to determine the number of employees to be employed, the duties of each of these employees, the nature and place of their work, whether or



not any of the work will be contracted out as long as the contracted work shall not dissipate the classification, and all other matters pertaining to the management and operation of the Facility.

#### **ARTICLE XV - HEALTH AND SAFETY**

Section 15.1 - The Employer shall observe all applicable health and safety regulations and will take reasonable steps necessary to assure employee health and safety. Should any employee become aware of conditions he or she believes to be unhealthy or dangerous to the health and safety of employees or residents, the employees shall report the condition to his or her supervisor. All unsafe or unhealthy conditions shall be remedied as soon as practicable. An employee shall not be disciplined for refusing to perform job duties that are serious safety hazards. For the purposes of this section, "serious safety hazards" shall be defined by Centers for Disease Control and Prevention guidelines and pursuant to the Employer's policies.

Section 15.2 - The Employer shall take all reasonable and legally required steps to designate rooms of residents with contagious diseases, including written notices and precautions posted in the immediate area, and notify all departments affected.

#### **ARTICLE XVI – LAYOFFS AND HOURS REDUCTIONS**

Section 16.1 - In the event of a layoff of employees, the Employer shall communicate a complete list of proposed layoffs to the Union and its representatives at the Facility and set up a meeting with the Union prior to taking any action.

Section 16.2 - In the event it becomes necessary to lay employees off, seniority within the affected classification shall be the governing factor.

Section 16.3 - The same criteria shall be applied in the reverse order to recall. If an employee fails to return to work within five (5) days after delivery by certified mail of a written notification of recall, s/he shall lose all his/her rights.

Section 16.4 - An employee being considered for layoff shall be given a two (2) week written notice. Written notice that an employee has been laid off consistent therewith shall be given to the Union. Upon request, an employee being laid off shall be paid out all vested benefits he or she may have.

Section 16.5 – In the event it becomes necessary to reduce hours, for reasons other than a temporary shift-to-shift reduction in hours due to daily census fluctuations which shall be governed by Section 16.6 below, it shall be by casual, probationary, then by reverse seniority within the affected classification. If an employee who is not casual or probationary volunteers for reduced hours, it shall be on a case-by-case basis and may be permitted. The Employer shall communicate to the Work Site Leader the employees affected and the hours to be reduced prior to the reduction.

Section 16.6 - In the event that it becomes necessary to temporarily reduce hours shift-to-shift based on daily census fluctuations, it shall be by shift within the affected classification as follows:

1. Individuals receiving overtime on that shift by reverse seniority
2. Casuals and other part-time non-bargaining unit employees
3. Volunteer by seniority
4. Pick up shifts by reverse seniority
5. Lowest senior is called off/sent home.

The Employer shall communicate to the Work Site Leader on a daily basis the employees affected

and the hours that have been reduced.

### **ARTICLE XVII – UNION CONVENTION AND MEETINGS**

Section 17.1 - The Employer shall allow four (4) designees to attend Union conventions, whether conducted by the Local, State or International Union. However, the following provisions shall apply:

- a. If two (2) or more representatives are from one department, their attendance approval is contingent on whether scheduling will allow.
- b. Each designee must give at least two (2) weeks advance written notice to the appropriate supervisor and, in nursing units, prior to the posting of the work schedule.
- c. Time off for this purpose shall be considered as time worked for the purpose of seniority only.

Section 17.2 – Long Term Leaves. A leave of absence not to exceed twelve (12) months may be granted to an employee in order to accept a full-time position with the Union. The employee shall not lose seniority during this period. An employee returning within twelve (12) months shall return to a position of similar status and pay for which the employee is qualified. This right may be exercised only once in a twelve (12) month period.

### **ARTICLE XVII – IN-SERVICES**

Section 18.1 - The Employer will use best efforts to offer in-service training on two (2) days and by video/audio tape to maximize attendance. Employer will schedule in-services during working hours, if possible.

Section 18.2 - Notice of mandatory in-service programs will be posted at least seven (7) working days in advance. If the Employer fails to post said notice seven (7) working days in advance, no employee shall be disciplined in any way for not attending said mandatory in-service program.

### **ARTICLE XIX – RIGHT TO REVIEW RECORDS**

Section 19.1 – Employees shall have the right to review their personnel files and records upon request, with reasonable notice and within normal business office hours.

### **ARTICLE XX – BEREAVEMENT LEAVE**

Section 20.1 - Bereavement leave, not to exceed (3) days, shall be granted to the employee for the purpose of attending the funeral, celebration of life service, memorial service or any other similar service of his/her father, mother, step-parent, sister, brother, spouse, domestic partner, child, step-child, grandparent or grandchild. Bereavement leave must be arranged with and approved by the supervisor and Administrator.

Individuals who can establish a domestic partnership based on the definition contained in Wis. Stat. §40.02 (21d) as of July 29, 2013, shall be considered a domestic partner for the purposes of bereavement leave.

Section 20.2 - Bereavement leave will be granted only for those days the employee is regularly scheduled to work. The employee must attend the funeral, celebration of life service, memorial service or any other similar service to be eligible for bereavement leave. Extenuating circumstances will be considered if an employee is unable to attend the funeral, celebration of life, memorial service or any other similar service.

Section 20.3 - Bereavement leave shall be granted to the employee for two (2) days for the purpose of attending the funeral, celebration of life service, memorial service or any other similar service of his/her mother-in-law, father-in-law, brother-in-law, or sister-in-law, and for one day for the purpose of attending the funeral, celebration of life service, memorial service or any other similar service of an ex-spouse. All approved bereavement leave on scheduled working days will be paid.

Section 20.4 - In the event of the death of a child, parent or sibling of a domestic partner of the employee, the employee will be allowed up to two (2) days of any and all available time they have accrued (i.e. power hours). In the event there are no power hours available, up to two (2) days of unpaid leave may be taken.Section 20.5 - In addition to the paid days listed above, an employee may be granted an unpaid leave, not to exceed three (3) days, for a death of family members not listed. An additional two (2) days unpaid leave will be granted for funerals, celebration of life services, memorial services or any other similar services requiring travel of over two hundred and fifty (250) miles. Occasionally, additional time off may be needed for bereavement leave. In these circumstances, unpaid time off may be allowed subject to Facility needs and approval of the supervisor.

Section 20.6 - The Employer may require proof of attendance at the funeral, celebration of life service, memorial service or any other similar service.

#### **ARTICLE XXI – JURY DUTY**

Section 21.1 - Employees who are called for jury service shall, for up to fifteen (15) days, be eligible to receive the difference in pay for the scheduled time lost and the amount received as jury duty pay.

In no case shall total pay exceed forty (40) hours of pay at the employee's straight time hourly rate per week. To be eligible to receive jury duty pay, the employee must provide the Employer with a statement from the Court indicating the date(s) and time spent on jury duty and the payment received from the Court.

Section 21.2 - Second and third shift employees, regardless of the fact that they may not lose scheduled time, shall not be required to report to work on any day in which they do jury duty, in order to receive the difference between their pay for jury duty and the amount they would have received for such hours.

Section 21.3 - Upon release from jury service, the employee shall report to work the next regularly scheduled weekday.

#### **ARTICLE XXII – ABSENTEE CONTROL PROGRAM**

Section 22.1 – Employee absenteeism negatively affects the ability of the Facility to provide high-quality care to residents /patients on a consistent basis. While absenteeism has many causes, it creates additional burdens for employees who do report to work and increases the potential for hazards in a Facility with large numbers of ill or infirm residents/patients.

This policy includes not only absence from work, but also late reporting for a scheduled shift, unauthorized extension of a meal or rest break period, leaving early or improper use of other Employer-paid time. Corrective measures utilized by this program are designed to correct employee absenteeism by using the least severe penalty possible to remedy the problem, relying on more severe penalties in the event the employee does not resolve the matter voluntarily. All notices will be recorded in the employee's personnel file.

Our no-fault attendance policy will treat all employees equally and will ensure that each employee is aware, at each step of the procedure, of the measures that must be taken to avoid further discipline. A “no-fault” policy looks at attendance patterns, not reasons for absences. Therefore, all absences are counted no matter what the reason, unless they are an exception under Section 22.5 in this Article.

Section 22.2 – Any absenteeism notice imposed as a result of excessive absenteeism and/or tardiness is based on frequency of occurrences rather than actual number of days involved. The following rules shall apply:

1. Tardiness and Early Leave. – A tardy occurrence is defined as (A) being late for work for a period of more than six minutes before scheduled workday begins, or (B) leaving work more than six minutes before scheduled stop time, but less than fifty percent (50%) of a scheduled workday without prior approval of a supervisor. The following corrective measures will be applied:
  - a. Upon three tardy occurrences within a twelve-month period, a first notice will be issued by the immediate supervisor.
  - b. Upon five tardy occurrences with a twelve-month period, a second notice will be issued by the immediate supervisor.
  - c. Upon seven tardy occurrences within a twelve-month period, the employee will receive a final notice.
  - d. Upon eight tardy occurrences within a twelve-month period, the employee will receive a discharge warning.
  - e. Upon nine tardy occurrences within a twelve-month period, the employee will be discharged from employment.
2. Absence. – An Absence is defined as missing more than fifty percent (50%) of the scheduled shift. The following corrective measures will apply:
  - a. Upon three absences within a twelve-month period, a first notice will be issued by the immediate supervisor.
  - b. Upon five absences within a twelve-month period, a second notice will be issued by the immediate supervisor.
  - c. Upon seven absences within a twelve-month period, the employee will receive a final notice.
  - d. Upon eight absences within a twelve-month period, the employee will receive a discharge warning.
  - e. Upon nine absences within a twelve-month period, the employee will be discharged from employment.

Section 22.3 – Recording Procedure. – If an employee is going to be absent or tardy, he/she must notify his/her supervisor at least one hour before the shift begins. Failure to follow this procedure is a Class I offense.

When an employee misses less than one-half of his/her shift due to illness, emergency or weather, it will not be counted as an occurrence of absence. An employee will be recorded upon initial late reporting as being “tardy.” If fifty-one percent (51%) of the scheduled workday passes and the employee still has not reported, then his/her status will be converted to “absent.” If, at the end of the shift, the employee has still not reported and the absence has not been approved by the immediate

supervisor, then the employee will be converted to a “no call/no show” status. An employee will not be recorded in more than one absentee category per incident.

Section 22.4 – Absence for Medical Condition. – If an employee is out for more than three days due to illness of self or child, which is not covered by FMLA, it will be recorded as one occurrence of absence. The Employer may ask for a doctor’s note.

Section 22.5 – Policy Exceptions. – Employees absent due to an approved FMLA leave of absence, a work related injury, scheduled time off, jury duty or bereavement leave will not be recorded as being absent for the purposes of this policy. Employees prevented from reporting to work due to emergency weather conditions that affect the entire Facility will not be considered absent or tardy if they telephone the Facility and report their inability to come to work on time.

### **ARTICLE XXIII – TRAINING**

Section 23.1 – The CNA Mentoring program will be in affect at this Facility. The following guidelines apply:

- a. Mentors will be selected based on completion of the probationary period; absences, misconduct or attendance issues within the last year: and above average performance appraisals over the last year.
- b. Mentors will receive a \$1.00 per hour differential for actual hours spent in the mentoring process. In most cases, this will be for three to five days.
- c. Mentors will complete an evaluation of the new employees. This evaluation will be considered in determining if the new employees are ready to assume responsibilities on their own or if additional training is necessary.

### **ARTICLE XXIV – PAY DIFFERENTIALS**

Section 24.1 – CNAs working the P.M. shift (2:00 p.m. to 10:00 p.m.) will be paid a shift differential of twenty-five cents (\$0.25). CNAs working the Night shift (10:00 p.m. to 6:00 a.m.) will be paid a shift differential of twenty-five cents (\$0.25).

Section 24.2 - All employees working a weekend shift shall receive shall receive a twenty-five cent (\$0.25) shift differential.

Section 24.3 – There shall be no pyramiding of shift and/or weekend differentials.

### **ARTICLE XXV – HOLIDAYS AND WEEKENDS**

Section 25.1 – Employees who work the following holidays shall be paid at a time-and-one-half rate for actual hours worked:

New Year’s Eve	Labor Day
New Year’s Day	Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day

Effective no later than sixty (60) days after 4/11/14, all night shift employees' holiday starts on the eve of the holiday, and ends at the start of the night shift on the day of the holiday.

Section 25.2 – Employees shall be scheduled a minimum of four (4) holidays and every other weekend each calendar year. Employees who call in on a scheduled holiday or scheduled weekend shall be required to work on the next succeeding holiday or weekend.

Section 25.3 - An employee may substitute a holiday that is in accordance with his/her religious beliefs for any of the above holidays. Parties shall discuss administration post-ratification.

Section 25.4 - If an employee calls out on a scheduled weekend, the employee will not have to make up that weekend if that employee is admitted to the hospital at that time.

Section 25.4 - After five (5) years of service, an employee may request one (1) weekend off per year without finding a replacement.

#### **ARTICLE XXVI – BONUSES**

Section 26.1 – The Employer reserves the right to implement certain bonuses, incentives, premiums, etc.; provided, however, the Employer and the Union shall first mutually agree. The Employer reserves the right to terminate said bonuses, incentives, premiums, etc.

#### **ARTICLE XXVII – 401(k) PLAN: THE “YOU WIN” PLAN**

Section 27.1 – Employees are eligible to participate in Extencicare’s 401(k) plan during the quarterly enrollment period following their six-month anniversary. The “You Win” plan allows employees to contribute between 1% and 15% of their pay on a pre-tax basis. In addition, Extencicare matches up to \$0.25 for every dollar the employee puts in, up to the first 6%

#### **ARTICLE XXVIII – LIFE INSURANCE**

Section 28.1 – The Employer will provide life insurance in the amount of ten thousand dollars (\$10,000.00) for all employees who regularly work 16 or more hours per week. After three years of employment, coverage will increase to twelve thousand dollars (\$12,000.00).

The present program of allowing the purchase of additional supplemental insurance will be continued.

#### **ARTICLE XXVIX – HEALTH INSURANCE**

Section 29.1 – During the term of this Agreement, the Employer agrees to make available its “Basic 50” Plan to eligible full-time employees. If any employee chooses not to enroll in said plan when coverage is first available, they will be required to wait until the next open enrollment period unless otherwise required by law, consistent with the requirements of said plan. Consistent with the “Basis 50” plan offering to the Employer’s non-union employees in comparable classifications in Wisconsin facilities, the specific benefits of the plan occasionally are changed or modified, including the total monthly premiums of said plan. In the event such changes occur during the life of this Agreement, the Employer shall provide the Union with sixty (60) days notice of said changes; provided, however, the Employer need not seek the Union’s prior agreement nor will such changes be subject to the grievance procedure. Part-time employees are not eligible for health insurance coverage.

Section 29.2 - The Employer shall contribute seventy-five percent (75%) of the total monthly premium (excluding any surcharge) for the Basic 50 Plan.

Section 29.3 - Dental and Vision insurance shall be made available to full-time and part-time employees in the same manner as offered to the Employer’s non-union employees in comparable classifications in Wisconsin facilities. The employee is responsible for 100% of the total monthly premium for both dental and vision coverage.

## ARTICLE XXX – WAGES

### Section 30.1 – Minimum Rates:

C.N.A.	Dietary Aide	Cook	Maintenance	Activities Aide
\$9.78	\$7.91	\$9.36	\$9.52	\$8.69

Section 30.2 – The Employer may pay up to \$0.10 per hour per year of experience up to five (5) years of proven experience for certified nursing assistants upon hire above the minimum rate set forth above.

### Section 30.3 – Wage Increases:

Ratification Bonus of \$500 Full-time, \$250 Part-time for all employees hired on or before June 30, 2013, new hires on or after 7/1/2013 do not receive ratification bonus. Ratification bonus to be paid on the first full pay period after ratification.

Employees shall receive an across the board increase in the first full pay period after the following dates as follows:

7/1/2014 - 2% for employees hired on or before 6/30/2013

1% for employees hired on or after 7/1/2013

1/1/2015 -1.5%

7/1/2015 -1.5%

1/1/2016 -1.25%

## ARTICLE XXXI – THE POWER PLAN

Section 31.1 – The Power Plan will be in effect at this Facility.

(See Attachment A)

## ARTICLE XXXII – RESPECT AND DIGNITY

It is our policy to maintain a working environment free from offensive or degrading remarks or conduct. Such behavior is defined as inappropriate remarks about or conduct related to the employee's race, color, creed, religion, national origin, sex, criminal record, marital status, disability, sexual orientation or age. Offensive behavior prohibited by this policy also includes requests to engage in illegal, immoral or unethical conduct, or retaliation against a person who makes a complaint.

One specific kind of offensive behavior is sexual harassment. Sexual harassment, which can consist of a wide range of unwanted sexually directed behavior, is defined as:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when;

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Any person who feels he or she is being subjected to offensive behavior should feel free to object to the behavior and should also report the behavior to his/her supervisor, his/her Administrator or the Vice President of Human Resources.

It is not necessary for any employee who feels that he or she is the subject of offensive behavior to handle it himself/herself. If an employee feels harassed or offended by another employee, by a supervisory or management person, by a customer, vendor, or any other person whom he or she encounters in the course of employment, whether the opposite sex or same sex, and does not choose to deal with the problem directly, the employee should go directly to his/her supervisor, his/her Administrator or the Vice President of Human Resources. Further, any supervisor who receives an offensive behavior complaint or who has reason to believe offensive behavior is occurring shall report these concerns to one of the above-mentioned individuals.

All allegations of offensive behavior will be investigated promptly, fairly and completely. The facts shall determine the response to each complaint. Depending upon the seriousness of the violation, remedial action may range from an apology, counseling, transfer, verbal or written warning, discharge warning or termination. Each situation will be handled as discreetly as possible. In the event that the offensive behavior reoccurs or if any retaliation results, the employee should immediately report it to his/her supervisor, his/her Administrator or the Vice President of Human Resources.

Employees should understand that this policy applies to each and every member and employee of the Company, including all members of management, all full-time, part-time and temporary employees. No retaliation or intimidation directed toward anyone who makes a complaint will be tolerated.



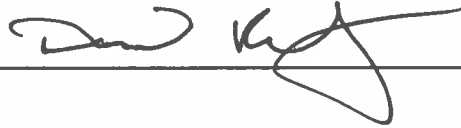
### **ARTICLE XXXIII – TERM OF AGREEMENT**

The Employer and the Union agree that the provisions in this Agreement shall be in effect from July 1, 2013 through June 30, 2016 unless otherwise specified herein. This contract shall renew itself automatically of its expiration date for a one year term and annually thereafter on the anniversary date, provided that neither party serves notice on the other that a new agreement is desired. The time for such notification shall not be later than 90 days prior to the initial expiration date or succeeding anniversary thereof.

This Agreement is executed on this 19<sup>th</sup> day of April, 2014, by the undersigned on the behalf of the respective parties:

For the Employer:

For the Union:



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Travis 4/19/2014

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**ATTACHMENT A:**  
**THE POWER PLAN**

The Power Plan is unique benefits plan, because after your first year of employment, you decide how you want to use your power hours to “purchase” time off, a year-end bonus or reduce your health and dental insurance premiums.

Here’s how the Power Plan works:

During the first year, you are eligible to receive up to three paid sick days and are paid 1  times your wage for hours worked on holidays.

On your first anniversary, you automatically receive 40 Power Hours. (This only occurs after your first year.) Each Power Hour is equal to one hour of pay. All the other Power Hours are earned as you work. You earn one Power Hour for every 15.3 hours you work during your second year. The attached sheet will outline the number of Power Hours that can be earned in subsequent years.

Once you earn a Power Hour, you can’t lose it, plus they are immediately available to you as you earn them. You can use it to pay yourself for vacation time, holiday pay, sick pay or however you please. You have the power to control your own benefits.

Your Power Hours really add up to a great benefit package:

**Years 2 -5**

You earn 176 Power Hours during the year, which are equivalent to:

Vacation Hours	80	(10 days)
Holiday Pay	48	(6 days)
Sick Pay	48	(6 days)
Total	<u>176</u>	(22 days)

**Years 6 -10**

Your earn 216 Power Hours during the year, which are equivalent to:

Vacation Hours	120	(15 days)
Holiday Pay	48	(6 days)
Sick Pay	48	(6 days)
Total	<u>216</u>	(27 days)

**Years 11- 15**

You earn 256 Power Hours during the year, which are equivalent to:

Vacation Hours	160	(20 days)
Holiday Pay	48	(6 days)
Sick Pay	48	(6 days)
Total	<u>256</u>	(32 days)

**Years 16+**

You earn 296 Power Hours during the year, which are equivalent to:

Vacation Hours	200	(25 days)
Holiday Pay	48	(6 days)
Sick Pay	48	(6 days)
Total	<u>296</u>	(37 days)

Now that's Power! You decide if you want to earn any holiday pay .... if you need more sick time, pay yourself for it ..... it's completely up to you!

## THE POWER PLAN VS. TRADITIONAL PLANS

### The Power Plan

Sick Time - Use as many Power Hours as you need up to the amount you have earned. If you have 120 Power Hours available and you are sick for three weeks, you can pay yourself 15 days sick pay.

Vacation Pay - If you have 80 Power Hours available, you can take a one-week vacation and pay yourself the 40 hours vacation pay. You can also pay yourself another 40 hours to have money to take a vacation. You pay yourself what you want, when you want it. If you don't take a vacation, you can't lose earned Power Hours.

Holiday Pay - Holiday pay was created for factories that close on the holiday; employees got holiday pay so they wouldn't lose pay when the business closed on a holiday. We never close, so you won't ever be forced to miss a day because the business closes.

With the Power Plan, there is no "use it or lose it" provision. Once you earn Power Hours, they're yours until you use it. The Power Plan lets you determine what benefits you receive and when you receive them.

### Traditional Plans

Sick Time - 48 hours  
You must be sick to use sick time. If you don't use it, you lose it.

Vacation Pay - 40 or 80 hours  
You must take time off to be paid vacation hours. If you don't use it, you lose it.

Holiday Pay - Time and one-half for 8 holidays - 32 hours pay  
(8 holidays x 4 hours half pay)  
if you don't work the holiday, you don't get the pay.

## THE POWER PLAN

YEAR 1 (Year one starts on your hire date)

After 90 day introductory period:

- X You are eligible for any sick time you have earned (up to three sick days)
- X Paid time and one-half for hours worked on holidays

YEAR 2 (Year 2 starts on your first anniversary)

- X On your one-year anniversary, you receive a bonus of 40 Power Hours!
- X During year two, you receive an additional 136 Power Hours for a total of 176 Power Hours earned during year one. You earn one Power Hour for each 15.3 hours worked.

YEAR 3-5

- X During years three through five, you receive a total of 176 Power Hours. You earn one Power Hour for every 11.8 hours worked.

YEARS 6-10

- X During years six through ten, you receive a total of 216 Power Hours. You earn one Power Hour for every 9.6 hours worked.

YEARS 11-15

- X During years 11-15, you will receive a total of 256 Power Hours. You will earn one Power Hour for every 8.1 hours worked.

YEARS 16 +

- X During years 16 and forward, you will receive a total of 296 Power Hours. You will earn one Power Hour for every 7 hours worked.