

AGREEMENT

Between



**JB KENOSHA HEALTHCARE
d/b/a KENOSHA ESTATES REHAB & CARE CENTER**

And

SEIU HEALTH CARE UNITED FOR QUALITY CARE WI



Effective

April 1, 2016

Through

March 31, 2019

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AGREEMENT

This agreement is made and entered into by and between PH Kenosha, LLC d/b/a Kenosha Estates Living & Care Center, 1703 60th Street, Kenosha, Wisconsin (hereinafter referred to as the "Employer") and SEIU Healthcare United for Quality Care - WI, (hereinafter referred to as the "Union").

1. RECOGNITION

1.1

The Employer recognizes the Union as the sole and exclusive agent for the purposes of collective bargaining with respect to wages, hours of work and other terms and conditions of employment for all full-time and part-time CNAs, CMTs, restorative aides, dietary employees, cooks, activities, housekeeping, laundry and maintenance employees, and full and part time licensed practical nurse employees employed by the Employer at its facility located at 1703 60th Street, Kenosha, Wisconsin, excluding limited part-time employees, professional employees, technical employees, office clerical employees, medical records employees, confidential employees, guards and supervisors as defined by the National Labor Relations Act, as certified in NLRB Case Number 3-RC-4047 and NLRB Case Number 30-RC-4048.

1.2

The Employer agrees to inform newly hired employees that it recognizes the Union in accordance with the provisions of Section 1.1 of this Article and to paraphrase or summarize the employee's obligations with respect to union membership.

2. UNION MEMBERSHIP

2.1

All bargaining unit members shall pay monthly fees to the union. The monthly fees will either be monthly union dues or a service fee equal to the monthly union dues, as a condition of employment.

2.2

Twenty (20) days following a written request from the Union, the Employer will discharge any employee who fails to pay dues or agency shop fees in accordance with this Article and the Dues Check-off Article. The employee shall be discharged if they do not pay the arrearage within this twenty (20) day period.

2.3

Employees who are obligated to pay agency shop fees but who do not sign an authorization for deduction must adhere to the same payment procedure as stated above by making payments directly to the Union.

3. UNION DUES DEDUCTION

3.1

Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's first ninety (90) days of employment, and shall remit to the Union regular monthly dues and/or initiation fees, as has been fixed by the Union.

3.2

The Employer shall not be obliged to make dues deductions of any kind from an employee who, during any dues month involved, shall have failed to receive sufficient wages to equal dues deduction.

3.3

Each month the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a non-PDF Excel spreadsheet list of all employees and their social security numbers for whom dues and/or initiation fees have been deducted by electronic mail.

3.4

(a) The Employer agrees to furnish the Union each month with a list of newly hired employees in a non-PDF Excel spreadsheet including the following: first name, middle initial, last name, employee ID number, social security number, wage rate, home street address, home city, home state, home zip code, home phone number, mobile phone number, home email (if known), gender, date of birth, ethnicity, shift, classification of work, date of hire, and full-time equivalency status. The Employer agrees to furnish at the same time the names of terminated employees and the date of termination in a non-PDF Excel spreadsheet by electronic mail.

(b) The Employer agrees to furnish the Union each month with an updated listing of bargaining unit employees which includes the following: social security number; employee ID number; first name; middle initial; last name; home street address; home city; home state; home zip code; home phone number; mobile phone number; home email (if known); gender; date of birth; ethnicity; seniority date; shift; current classification; current wage rate; and current full-time equivalency status in an Excel spreadsheet by electronic mail.

(c) The Union agrees to provide the Employer with a list of designated Union representatives each quarter by electronic mail.

3.5

The Union agrees that it will indemnify and hold the employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

3.6

The Employer agrees to deduct and transmit to SEIU COPE all monies deducted per pay period from the wages of these employees who voluntarily authorize such contributions on the forms provided by SEIU

Healthcare WI for that purpose. These transmittals shall occur for each payroll period after 90 days and shall be accompanied by a non-PDF Excel spreadsheet list of names and social security numbers of those employees for whom such deductions have been-made and the amount deducted for each employee.

4. MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage the facility; to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether specifically mentioned herein and whether heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive rights to: hire, promote, layoff, assign, transfer, suspend, discharge, and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine the schedule when overtime shall be worked; install or remove equipment; determine the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer and/or to subcontract the same; transfer or relocate any or all of the operations of the business to any location or to discontinue such operations, by sale or otherwise, in whole or in part at any time; establish, increase or decrease the number of work shifts and their starting and ending times; determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during working hours; require duties other than those normally assigned be performed; select supervisory employees; train employees; discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; introduce new and improved methods or facilities, regardless of whether such may cause a reduction in the working force; establish, change, combine or abolish job classifications and determine job content and qualifications; determine reasonable work pace, work performance levels and standards of performance of the employees, and in all respects carry out, in addition, the ordinary and customary functions of management, except as specifically altered or modified by the express terms of this Agreement.

The functions and responsibilities herein reserved are expressly excluded from the grievance provisions of this Agreement, except to the extent to which said functions and responsibilities are altered or modified by express written terms of this Agreement and the Union claims a dispute over the interpretation or application of such express written terms, or to the extent to which such functions and responsibilities are actually reserved to management. Failure to exercise any of the functions, whether expressly stated herein, shall not constitute a waiver thereof. The parties agree that none of these management rights shall be exercised in an arbitrary or capricious manner.

In the event the Employer subcontracts bargaining unit work, the subcontracted entity shall recognize the Union as the sole collective bargaining representative for those employees and shall continue in full force and effect the terms and conditions of the collective bargaining agreement.

5. UNION ACTIVITIES

5.1 VISITATION

An accredited representative of the Union shall be allowed to visit the facility for the purpose of conferring with the Employer and bargaining unit members. Such visits shall not interfere with the operation of the facility. These visits shall be exercised in a reasonable manner. The Union Representative shall provide notice in advance to the administrator or his/her designee for such visits.

5.2 UNION WORKSITE LEADERS

- a) The maximum total Worksite Leaders (excluding alternates) shall not exceed five (5). The Union shall notify the Employer in writing of the names of designated Union Worksite Leaders and Alternates. The Employer shall also be notified in writing of changes in designated Worksite Leaders. Worksite Leaders shall perform their duties of investigating grievances and assisting employees in the filing of grievances in such a way as not to interfere with the normal conduct of work.
- b) A Union Worksite Leader shall obtain his/her Supervisor's permission (which will not be unreasonably denied) to leave his/her work station to perform Worksite Leader duties, and performance of such Worksite Leader duties shall be on working time, up to one-half (1/2) hour, of both the Union Worksite Leader and any employee with whom the Worksite Leader confers, and in non-patient care areas of the Employer's facility. The Employer shall not pay working time for more than one (1) Worksite Leader at a time. If requested, the Worksite Leader's break period may be rescheduled in order to accommodate a request to leave his/her work station to perform Worksite Leader duties.
- c) It is understood that Union Worksite Leaders shall be expected to perform their regular and normal duties for the Employer and in the same manner expected of non-Worksite Leader employees.

5.3 UNION FUNCTIONS

Employees who have been elected in accordance with the Union's Bylaws will be allowed to attend Union conventions conducted by the Local, State or International Union, if staffing allows. The Union shall provide a fourteen (14) day notice. Such requests will not be unreasonably denied. Time off for this purpose shall be considered as time worked for the purpose of seniority.

Employees assigned to any shift may be granted time off to attend local union meetings, if staffing allows, and provided their respective department leaders have been given seven (7) calendar days written advance notice and that such meetings will not exceed one (1) day in duration, including travel time, except scheduled Union contract ratification meetings. Such requests will not be unreasonably denied.

5.4 BARGAINING SESSION ATTENDANCE

Employees who are duly elected members of the bargaining team may seek to arrange their schedules to enable them to attend bargaining sessions. The Employer will not unreasonably deny such requests. The bargaining team member may utilize Paid Time Off or time off without pay, as desired. Team

members shall not suffer any loss of benefit accrual for time spent in negotiations.

5.5 UNION LEAVE OF ABSENCE FOR UNION BUSINESS

Given four (4) weeks written notice from the Union, up to two (2) bargaining unit employees shall be granted up to one year's unpaid leave of absence in order to accept a full-time position with the Union. During a Union Leave of Absence the employee(s) shall continue to accrue seniority but will not accrue benefits, including vacation and sick pay. During a Union Leave of Absence the employee(s) shall continue to be eligible for the group health insurance coverage at the group rates, but the Employer will not be responsible for paying any benefit premiums. Full premium payments shall be made directly to the employer, and the employee will be responsible for making arrangements for payment with the employer prior to going on leave status. Failure to pay premiums in a timely manner may result in a lapse of coverage.

Given four (4) weeks written Union notice employee(s) on Union Leave of Absence may return to work. An employee on Union Leave of Absence for no longer than twelve (12) weeks will be returned to his/her old shift and classification, provided there has been no intervening layoff that affects the employee, and the old job has not been deleted from the facility's scheduling. The employer will attempt to do likewise with employees returning from leaves longer than twelve (12) weeks. If the employee's old job has been eliminated or the leave is longer than twelve (12) weeks and the position has been permanently filled, the employee shall be offered any open job consistent with the employee's skills, abilities and qualifications that are uniformly required of all applicants for the open job. If the employee returning from Union Leave is unable to return to the same department, shift, and/or work unit they had before the leave, they may exercise their right to return to that position the next time the position is vacant.

The rights to return to work of an employee returning from a Union Leave of Absence shall take precedence over seniority rights for job transfers and recall from layoff.

Upon return to work an employee returning from Union Leave of Absence shall receive their old wage plus any intervening wage or benefit adjustments, shall be credited with any accrued benefits they had earned but not used before the leave, and shall begin accruing benefits based upon their length of service from their original date of hire.

5.6 UNION ORIENTATION

A designated union representative shall be allowed the Employer's new employee orientation program to give new employees a basic orientation to the union. The representatives shall be given at least twenty-four (24) hours advanced notice of the time and location of the orientation session. If the orientation session is held during the representative's scheduled hours to work, the representative shall be considered to be on work time. The materials and presentation shall not contain any materials attacking the Employer.

6. CATEGORIES

6.1 FULL-TIME EMPLOYEES

A full-time employee is one who is regularly scheduled to work thirty-two (32) hours or more per week.

6.2 PART-TIME EMPLOYEES

A part-time employee is one who is regularly scheduled to work less than thirty-two (32) hours per week, but twenty (20) or more hours per week.

6.3 LIMITED PART-TIME EMPLOYEES

A limited part-time employee is a part-time employee who is regularly scheduled to work less than twenty (20) hours per week.

6.4 TEMPORARY EMPLOYEES

A temporary employee is one who works as an interim replacement or works on a pre-determined schedule for a limited period of time. All temporary employees shall remain as probationary employees throughout their tenure. The Employer will notify the Union when a temporary employee is hired and if a temporary employee should assume a full-time or part-time position, the employee's seniority shall be recognized from their initial date of hire. Temporary employees shall not be utilized in such a manner as to reduce the hours or displace the job of any particular full-time or part-time employee.

7. PROBATIONARY PERIOD

7.1

All employees covered by this Agreement who are hired on or after the effective date of this Agreement, whether or not previously employed by the Employer, shall be subject to a probationary period of the first ninety (90) calendar days of employment.

7.2

Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the probationary period, all employees shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

7.3

All probationary employees may be laid off, disciplined or dismissed during such probationary period in the Employer's sole discretion. The Employer's action with respect to such probationary employees shall not be subject to the grievance provisions of this Agreement.

8. SENIORITY

8.1

A) Bargaining unit seniority shall be defined as the employee's length of continuous service with the

Employer in the bargaining unit, commencing with the date and hour on which the employee began to work in a bargaining unit position after last being hired.

- B) Job classification seniority shall be defined as the employee's length of continuous service with the Employer within his/her present job classification, commencing with the date and hour on which the employee began to work in his/her present job classification after last being hired.

8.2

In the event the Employer finds it necessary and desires to reduce its staff by laying off employees or reducing hours of existing employees, it shall notify the Union as expeditiously as possible of its intention and shall inform the Union of the names and classifications of the employees who have been, or who are to be, affected, as well as the effective dates of the layoff.

The procedure for layoffs and reductions in hours shall be as follows:

- a) The Employer will first request whether any employees in the affected job classification and shift wish to voluntarily be laid off or have their hours reduced.
- b) If there is an insufficient number of volunteers, or no volunteers, probationary employees within the classification affected shall be laid off or have their hours reduced, without regard to their individual periods of employment.
- c) If further layoffs or hours reductions are necessary, the employee with the least job classification seniority in the facility shall be laid off. If the job classification seniority of two or more employees is the same, bargaining unit seniority shall control.
- d) Employees shall have the option to use or not use benefit time to cover low census days and time off for low census days shall be counted as hours worked for the purpose of calculating benefit time.

8.3

Employees on layoff who are to be recalled shall be recalled in the inverse order of their layoff, within the same classification. The Employer agrees not to hire new employees for job classifications in which there are non-probationary employees on layoff. However, in the event a laid off employee refuses the Employer's offer of a job in the classification, the employee will be deemed to have voluntarily quit.

8.4

It shall be the responsibility of the employee to keep the Employer informed of his/her current home address and phone number and to notify the Employer at once, in writing, of any change of home address and phone number. In order to ensure timely communication with employees, home email address, if available, may be given to the employer should the employee choose to do so.

8.5

An employee shall not accrue seniority while the employee is on layoff. Seniority shall continue to accrue during leaves of absence of any duration and during paid time off.

8.6

Employees wishing to be transferred to a different job classification, unit, FTE status, or shift shall make their wishes known in writing to their department head. The employee will be informed when a requested opening occurs. The Employer agrees to grant all such transfers to qualified employees before hiring from the outside. In the event that two or more employees have requested transfer to the same position, such position shall be awarded as follows:

- a) to the most senior qualified employee on the shift;
- b) to the most senior qualified employee in the department;
- c) to the most senior qualified employee in the bargaining unit.

The employer shall have the right to delay placing an employee into a new position for up to sixty (60) days, in the event of difficulty in filling the vacated position.

8.7

All openings in newly created job classifications within the bargaining unit shall be posted for five (5) days. The posting shall include the job title, unit, FTE status, and shift. Employees bidding for such position shall sign the posting. The Employer agrees to award the position to the qualified employee with the greatest bargaining unit seniority who has bid for such job before hiring from the outside.

8.8

An employee shall lose seniority and employment rights, and seniority shall be broken, for any of the following reasons:

1. If the employee voluntarily resigns.
2. If the employee is discharged.
3. Failure to report to work after a layoff within three days after receipt of written notice of recall sent by the Employer to the employee, by certified mail, at his/her last address of record on file with the Employer.
4. Absence for a period of one work day without notifying the Employer shall be considered a voluntary termination unless such failure to notify the Employer is due to an unforeseen emergency making such notification impossible, or unless an employee did not report to work because of a schedule change and the employee was not notified of such change.
5. Failure to report to work at the expiration of a leave of absence pursuant to this Agreement without reason acceptable to the Employer.
6. Continuous layoff for a period of twelve (12) months.
7. Accepting employment elsewhere while on a leave of absence without the employer's prior approval.

8.9

In the event an employee is offered another job by the Employer outside the bargaining unit, and the employee accepted such job and leaves the bargaining unit, such employee shall lose all his/her seniority

rights under this Agreement if they do not return to a bargaining unit position within six (6) months. However, where such employee returns to a bargaining unit position within six (6) months, their seniority date shall be the original date of employment adjusted to a new and later date which gives no credit for the period of being in a position outside the bargaining unit.

8.10

The Employer agrees to post an updated seniority list at least quarterly.

9. HOURS OF WORK

9.1 WORK SCHEDULES

The Employer recognizes the desirability of employees having regular repeating two-week work schedules that have the same days-on and days-off in each two-week schedule, and shall endeavor to schedule them when possible, unless otherwise requested by an employee. When it is not possible to give everyone a set, repeating schedule, the most senior employees shall have first choice of those schedules available. Work schedules shall be posted at least two weeks prior to the start of such schedule, and once posted shall not be changed, except in emergencies, such as an accident, Act of God or lack of adequate staffing to properly care for residents. In the event it becomes necessary to change the schedule, the Employer agrees to fill the available shifts via the process as outlined in Article 9.8 of this agreement.

LPNs shall be scheduled for twelve (12) hour shifts, unless otherwise requested by an employee. If the Employer intends to begin offering eight (8) hour shifts to LPNs, the Employer must notify the Union of its intent at least forty-five (45) days prior to such change.

LPNs working twelve (12) hour shifts shall be scheduled during the following twelve (12) hour shifts only: 6am-6:30pm or 6pm-6:30am.

LPNs shall not be required to work more than sixteen (16) hours in a twenty-four (24) hour period.

LPNs shall be provided a minimum of twelve (12) consecutive hours off between scheduled shifts unless the employee requests or consents otherwise.

In the event that an LPN works more than twelve (12) consecutive hours and sixteen (16) consecutive hours or less and is scheduled for a shift starting twelve (12) hours or less later, the LPN shall have the option of having that scheduled shift off.

9.2

Employees shall receive one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of 40 hours in a work week.

9.3

All employees shall be entitled to two paid 15-minute rest periods for every seven and one-half (7-1/2) hour shift or one paid 15 minute rest period for every four (4) hour shift. Additionally, each employee shall be entitled to one unpaid 30 minute meal period for every seven and one-half (7-1/2) hour shift.

The Employer has the right to schedule or assign rest and meal periods.

The LPN classification, when scheduled for or working a twelve (12) hour shift, shall receive three (3) paid 15-minute rest periods for every twelve (12) hour shift. Additionally, each LPN shall be entitled to one unpaid 30 minute meal period for every twelve (12) hour shift.

9.4

The Employer will continue its present practice of endeavoring to schedule employees in such a way that they will have every other weekend off.

9.5

Employees called into work one (1) hour or less before the start of the shift who report within one (1) hour of the call shall be paid from the start of the shift for which they were called. Employees called into work after the start of the shift who report within one (1) hour of the call shall be paid from the time of the call.

9.6 OVERTIME/SENIORITY

In the event it becomes necessary for employees to work overtime, the Employer agrees to first offer such overtime to qualified employees in the department on the basis of departmental seniority. In the case of emergency staff shortages where no employees accept such overtime, then such overtime may be assigned according to rotating inverse seniority to qualified employees. The parties agree there shall be no pyramiding of overtime.

9.7 WEEKEND ABSENCE & MAKE-UP

If an employee is absent from a scheduled weekend shift, the employee will be required by the Employer to work a “make-up” weekend shift within the next sixty (60) calendar days for each shift the employee is absent. The employee may be taken off a shift(s) if necessary to prevent overtime. Weekend shifts missed during an approved leave of absence, workers compensation situations or vacation will be exempted from this requirement.

LPNs shall make up a twelve (12) hour shift when scheduled for a twelve (12) hour shift. If the LPN is scheduled for an eight (8) hour shift, then the makeup shift shall be eight (8) hours.

9.8 PROCEDURE TO FILL CALL-INS

In the case that a scheduled employee calls in a short-notice absence, the Employer shall fill the shift in the following manner:

- a) First, the Employer will offer the shift by seniority to employees working at the time of the call-in.
- b) If there are no volunteers, the Employer will call any employee not scheduled for the shift, and offer the shift on a voluntary basis.
- c) If the shift is not filled after utilizing a) and b) above, the Employer will assign the shift as mandatory overtime in reverse seniority order, excluding probationary employees, except no employee can be mandated more than once in a fourteen (14) day period. Notice of the

possibility of mandation will be issued to the next person in the mandation order at least two (2) hours before the start of the shift to allow employees to arrange for childcare, etc. The Employer shall make every reasonable effort to fill the shift, even after an employee has been informed of the possibility of mandation.

- d) The Employer will endeavor to not mandate probationary employees. If the Employer deems this to be necessary, probationary employees will be mandated after the list of non-probationary employees has been exhausted. The Employer will endeavor to not mandate probationary employees to work on a unit other than their regularly assigned unit. Probationary employees shall not be mandated while still on orientation.

10. ADDITIONAL HOURS OF WORK

10.1

Part-time employees desiring additional regular hours of work within their own job classification shall make a written request to their department head during the first five (5) days of each calendar month. Employees shall remain on such request list for the balance of the calendar month.

10.2

When additional hours of work become available due to termination or for other reasons, which the Employer chooses to schedule, the Employer will give preference to scheduling additional hours for part-time employees on the request list, up to thirty-two (32) scheduled hours per week. In the event that more than one employee submits such a request, the determination of which employee(s) is (are) chosen will be determined on the basis of seniority among requesting employees.

10.3

In the event additional hours of work are still available after utilizing the processes in Sections 10.1 and 10.2 the employer can increase an employee's hours up to the limits established for their category as determined in Article 6, in reverse seniority order upon mutual agreement.

10.4

It is understood that the additional hours of work referred to in this article are regular straight time hours of work only, and that such hours of work shall be within the employee's job classification.

10.5

Nothing herein shall be construed as requiring the Employer to grant additional hours requests when the Employer determines that the hiring of additional employees more readily suits the needs of the Nursing Home. Such determination by the Employer shall not be grievable.

10.6

The Employer may refuse to grant additional hours to employees who have bona fide medical conditions which the Employer determines would preclude that employee from working additional hours. Such determination by the Employer shall be grievable only as to whether the Employer's determination was arbitrary or capricious. If scheduling of additional hours of work for requesting part-time employees is

temporary only, the Employer will so inform the Employee.

10.7

Should an employee request additional work and then refuse an offer of additional work, such employee will not be permitted to request additional work again for a period of at least thirty (30) days, it being understood that the foregoing denial of an offer of additional work does not apply to work on a shift other than the employee's regular shift. Employees who accept an offer of additional work on a shift other than their regular shift and then fail to work that shift, and fail to provide a replacement, shall forfeit their right to additional work on any shift for a period of thirty (30) days. Accepted offers of additional work shall be documented in writing signed by both the employee and the Employer.

11. EMPLOYEE PERFORMANCE EVALUATION

11.1

The Employer shall continue to maintain a system of evaluation of employees for the purpose of periodically reviewing employees' job performance. Evaluations shall be performed as fairly and objectively as possible for all employees upon completion of the probationary period and annually thereafter near the employee's anniversary date of hire. The evaluation will be reviewed with the employee and the employee will sign the evaluation to acknowledge such review. Employees will receive a copy of all such evaluations.

11.2

In the event an employee disagrees with the evaluation, in whole or in part, the employee shall have the right to indicate his/her reasons for disagreement on the evaluation, and such comments shall become a permanent part of the evaluation. Such comments shall be made in writing by the employee within 72 hours of receipt of his/her copy of the evaluation.

11.3

In the event an employee receives an evaluation which is below average over all, the Employer agrees to perform another evaluation upon request of the employee within six (6) months.

11.4

No performance evaluation performed prior to completion of the employee's probationary period will be considered for the purpose of determining layoff order in accordance with the provisions of Article 8 of this Agreement.

12. WAGES

12.1 Scales

The following shall be the minimum wage rates for employees covered by this Agreement effective April 1, 2016:

Classification	Minimum
Med Tech	\$12.00
Laundry & Housekeeping	\$8.25
Maintenance Asst.	\$8.50
CNA/Restorative Aide	\$11.50
LPN	\$18.50
Cook, Supply Clerk, Activity Aide	\$8.50
Dietary	\$8.25

New hires with proven experience may be hired up to one dollar (\$1.00) above the minimum wage rate for their classification.

12.2 *Across-the-Board Increases:*

ALL CLASSIFICATIONS – Effective upon ratification all employees except CNAs who have completed at least six (6) months of service shall receive a two percent (2%) wage increase. Effective upon ratification all CNAs who have completed at least three (3) years of service shall receive a ten cent (\$0.10) wage increase.

Effective upon ratification, all employees except CNAs shall receive the following ratification bonuses based upon years of service:

6-11 months: \$75
1-3 years: \$150
4-7 years: \$200
8-13 years: \$250
14+ years: \$300

Effective upon ratification, all CNAs shall receive the following ratification bonuses based upon years of service:

1-3 years: \$50
4-7 years: \$75
8-13 years: \$100
14+ years: \$125

Effective April 1, 2017 all employees who have completed at least six (6) months of service shall receive a minimum wage increase of at least two percent (2%). The Employer and the Union agree to a limited re-opener effective April 1, 2017 for only any additional wage increase that is greater than the

minimum two percent (2%). Bargaining for any additional increase effective April 1, 2017 shall begin no later than March 1st, 2017.

Effective April 1, 2018 all employees who have completed at least six (6) months of service shall receive a minimum wage increase of at least two percent (2%). The Employer and the Union agree to a limited re-opener effective April 1, 2018 for only any additional wage increase that is greater than the minimum two percent (2%). Bargaining for any additional increase effective April 1, 2018 shall begin no later than March 1st, 2018.

12.3 Supplemental "Wage Pass Through" Funds

In the event supplemental wage pass through funds are made available over the life of this contract by regulatory, legislative and / or agency action, the parties agree to meet to negotiate how these funds are applied within the bargaining unit.

12.4 Wages Upon Transfer

Employees who move from one position to another will have their current wage either increased or decreased by the amount equivalent to the respective difference, if any, in the starting wage rates of the positions. An employee who works the majority of a shift in a higher paying position shall be paid at the higher rate for the entire shift.

12.5 Experience Credit

Employees passing the service step of 5 years, 10 years, 15 years, 20 years, 25 years and 30 years shall receive an additional ten cents (\$0.10) per hour. Following the 30th anniversary, the employee will receive an additional ten cents (\$0.10) per hour on their anniversary date each year. Following the 30th anniversary, LPNs shall receive an additional \$0.15 per hour on their anniversary date each year.

12.6 Orientation Differential

All employees in all departments who are assigned to conduct new employee orientations shall receive an additional \$7.50 per shift or part of a shift during which they provide such orientation.

LPNs in all departments who are assigned to conduct new employee orientation shall receive an additional \$11.25 per shift or part of a shift during which they provide such orientation.

12.7 Scales / General

For the term of this contract, employees' movement along their classification wage scale shall be effective the day they complete probation, their anniversary date, and the effective date of a scale increase, whichever is appropriate at the time. If, on those dates an employee's wage is less than the scale rate commensurate with their years of service, their wage will be increased to the scale rate. Years of experience is herein defined as the sum of their years of service plus the years of experience credit employees were given at their date of hire.

12.8 Call Back

When the Employer calls an employee in to work for a period of time that is not continuous with the time that the employee was otherwise scheduled, said employee shall receive a minimum of four (4) hours pay.

12.9 Shift Differentials

(a) L.P.N. Shift Differential: An L.P.N. shall be paid a P.M. Shift Differential of fifty cents (\$0.50) per hour for all hours worked on the P.M. shift from 2:30pm to 10:30pm and a Night Shift Differential of seventy-five cents (\$0.75) per hour for all hours worked on the Night shift from 10:30pm to 6:30am.

(b) CNA and Med Tech Shift Differential: A CNA or Med Tech shall be paid a PM Shift Differential of thirty cents (\$0.30) per hour for all hours worked on the P.M. shift and a Night Shift Differential of thirty-five cents (\$0.35) per hour for all hours worked on the Night shift.

(c) Other Employee Shift Differential: All other employees covered by this collective bargaining agreement shall be paid a P.M. Shift Differential of ten cents (\$0.10) per hour for all hours worked on the P.M. shift and a Night Shift Differential of ten cents (\$0.10) per hour for all hours worked on the Night shift.

The Union and the Employer agree that an increase to the differential for all other employees may be negotiated as part of either or both re-openers described in Section 12.2.

12.10 Quarterly Census Bonus

The Employer will pay all employees a census bonus to be calculated as follows.

The Employer will calculate the average calendar quarterly census. Each in house resident will be counted as one (1) point. Each of those in house residents who are Medicare / Managed Care will be counted as two (2) additional points.

When the facility achieves an average calendar quarterly “point” census threshold a census bonus will be paid.

110 points \$30.00 per employee
120 points \$40.00 per employee
130 points \$50.00 per employee
140 points \$60.00 per employee

In order to be eligible for the incentive the employee must be employed the complete calendar quarter for which the incentive was calculated. Part time employees will receive 50% of the incentive amount. Casual employees are not eligible.

12.11 Perfect Attendance Days

At the completion of each quarter of perfect attendance employees shall be credited with a bonus equal to one regular shift of pay at the employee’s normal hourly rate. This bonus will appear no later than the

second paycheck after the conclusion of the quarter. For purposes of this section, a quarter shall be defined as January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31.

For the LPNs regularly scheduled for twelve (12) hour shifts, Perfect Attendance pay shall be equal to twelve (12) hours, paid at the employee's regular straight-time hourly rate of pay.

For purposes of this section, an employee who has not been absent or tardy during the quarter shall be considered to have perfect attendance. Excused absences shall still count as absences for purposes of this section. Employees who have punched in less than seven (7) minutes after their shift began or out more than seven (7) minutes before their shift ended shall still be considered to have perfect attendance.

13. VACATION, HOLIDAY AND SICK BENEFITS FOR EMPLOYEES HIRED ON OR BEFORE 12/15/2004

- a) For all full-time and part-time employees hired before December 15, 2004 the following shall apply:
 - A. Part-time employees shall receive pro-rated holiday, vacation, and sick benefits according to their seniority date.
 - B. Employees with zero to two (0-2) years of employment shall be paid on the second (2nd) day of absence for any illness. At the start of the third (3rd) year of employment and beyond, employees shall be paid on the first (1st) day of absence for any illness.
 - C. Employees shall be allowed to take two (2) weeks of vacation, including weekends, except during critical staffing.
 - D. Once a vacation has been approved the first week is guaranteed and only additional consecutive weeks can be rescinded due to critical staffing.
 - E. All employees shall be grandparented at the seniority date in effect on December 15, 2004 for purposes of calculating holiday, vacation, and sick time benefits. No one grandparented under this section shall lose any leave time.
- b) On January 1 of each year of employment, employees grandparented in a) above shall receive vacation hours in accordance with the following schedule.

VACATION BENEFIT SCHEDULE

Years of Service Completed By 12/15/2004	Multiplication Factor
10 through 14 years	.1192
15 through 19 years	.1269
20 or more years	.1346

Vacation hours shall be calculated by multiplying the multiplication factor appropriate for the employee's years of completed service times by all the employee's paid hours, excluding overtime and double-time hours, in the previous calendar year up to a maximum of 2080 hours.

- c) For employees grandparented as in a) above, vacation hours shall be converted to hours of vacation, holiday and sick leave in the following fashion.

Vacation hours will first be allotted for Personal Holidays (3 days). Then remaining vacation hours will be allotted for Holidays (six days). Then remaining vacation hours will be allotted to the sick leave bank up to a maximum annual accrual of 8 days prorated, unless the employee already has 240 or more hours in their sick leave bank. Then remaining vacation hours will be allotted for Vacation.

- d) Employees grandparented as in a) above shall maintain their current sick leave bank accrual. If such an employee has dropped, or in the future, drops below 240 hours in their sick bank, their maximum sick bank accrual will be 240 hours. If an employee has greater than 240 hours, no additional accrual will occur until the bank is below the maximum of 240 hours.

Payment Upon Termination

Employees are requested to give two calendar weeks' notice of their resignation. Associates must work all scheduled days during the 2-week notice period. Vacation or sick time cannot be taken during the notice period.

Accrued, but unused, vacation for the anniversary year will be paid to those associates who work all scheduled days during their two-week notice period. Accrued, but unused, vacation will not be paid upon involuntary termination or upon resignation for those associates who fail to provide the required two-week notice or who fail to work all scheduled days during the two-week notice period.

Sick time, holidays and personal holidays are not payable upon termination.

14. VACATION FOR EMPLOYEES HIRED BETWEEN 12/16/2004 AND 3/31/2011

14.1 Earning of Vacation Hours

For all full-time and part-time employees hired between December 16, 2004 and March 31, 2011 vacation will be earned as follows:

Vacation time will be advanced to eligible employees on a calendar year (January 1 through December 31) basis. All full time and part-time employees who work at least 20 hours per week are eligible for vacation benefits.

Employees must be employed 6 months before being advanced the vacation benefit. When an eligible employee completes the required waiting period they will be advanced a pro-rated amount of vacation, based on the hours paid (excluding overtime and double-time) in the previous 6 months, to cover the balance of the calendar year.

Future vacation benefits will be advanced on January 1 each year for that year based upon the following schedule:

Length of Service on January 1	Number of Vacation Days
Six months but less than 5 years	10 days
5 years but less than 15 years	20 days

15 years or More

25 days

Vacation benefits are calculated based on all hours paid, excluding overtime and double-time hours, in the previous calendar year up to a maximum of 2080 hours. The formula to calculate vacation is: Hours paid (excluding overtime and double-time hours) in previous calendar year (up to 2080) divided by 26 pay periods (some years have 27 pay periods), divided by 10 days = average hours per day, times the number of days to which the associate is eligible.

Vacation time is paid to the employee based on the normal hours the employee works on a regularly scheduled day.

Limited Part-Time and Temporary associates who have met the waiting period for vacation eligibility and who change their status to full-time or part-time status during the calendar year will receive a vacation award the following January 1 based on their length of service. Vacation benefits will be calculated on all hours paid in the previous calendar year up to a maximum of 2080.

Full-time or part-time associates who change their status to limited part-time or temporary during the calendar year must give two (2) weeks' notice of their request to change status and work all of their scheduled shifts during the notice period to be paid their remaining vacation hours. If the associate fails to give a two-week notice or fails to work all of the scheduled shifts during the 2-week notice period they forfeit any remaining vacation hours.

14.2 Scheduling of Vacation

For employees who indicate their vacation preference by February 15 of each year, seniority will apply in resolving conflicting vacation requests. Management shall respond to requests submitted by the February 15 deadline no later than March 15. Requests made after February 15 of each year will be honored on a first-come, first-served basis. Management shall respond within two weeks of the request.

The employer shall, consistent with the needs of the facility and adequate patient care, and consistent with the contractual terms below, determine the number of employees who may be scheduled off at a given time based on department and/or shift, and operational needs at the time the vacation is to be taken. The Employer will continue to endeavor not to have to cancel any schedules, once approved, except in cases of staffing emergencies. Arrangements for vacation must be made in advance in a timely fashion and with the approval of the employer. Every effort will be made to grant vacation at the time and in the amount requested provided, however, it does not affect the operations of the facility in a detrimental manner. In the event that a request for vacation is made simultaneously by more than one person under such circumstances so as to hinder the operations of the department, the person with the most seniority shall be given preference as to vacation choice. Employees may exchange scheduled vacation with other employees with the approval of the Supervisor.

For the purpose of scheduling vacation the following specific terms shall apply.

- a) The scheduling of vacation is prohibited on Thanksgiving Day and from December 24, 25, 31 and January 1 of any year.
- b) During July and August of each calendar year, employees may be limited to no more than two scheduled weeks of vacation. More time may be allowed as staffing needs and requests

by other employees allow. There shall be no other length limit applied at other times of the year except as staffing needs require.

- c) Except on Thanksgiving Day and during December 24, 25, 31 and January 1, the following minimum number of bargaining unit employees shall be allowed to schedule vacation at the same time, if requested, per classification and shift.

CNAs: AM shift - two (2); PM shift - two (2); NOC shift - one (1)
Other classifications per shift: One (1).

At management's discretion, based upon staffing needs and request by other employees, more employees may be allowed off at one time.

- d) Employees shall not be required to find their own replacements in order to schedule vacation unless they request vacation after the work schedule for that time period has been posted.
- e) Request for use of vacation should be made at least two weeks before the posting of a two-week work schedule. Vacation may be taken with less notice at the discretion of the Employer, as staffing needs allow.
- f) When employees are sent home or asked not to report to work due to low census, they shall have the option to use vacation time to cover the missed work time. In order to receive vacation pay under this provision, employees must fill out a vacation request form.

Vacation pay in lieu of vacation time will not be permitted at any time other than by mutual agreement between the employee and the Employer.

14.3 Vacation Cash Out

- a) **END OF YEAR CASH-OUT:** Employees may cash out up to 50% of any accumulated but unused vacation time twice each year. The other 50%, which is not cashed-out, will be placed in the employee's STDA account. Employees may cash-out 100% of any vacation time which, if added to their STDA account, would exceed the 240-hour maximum for that account.

First cash out: Vacation benefit cash-out must be requested by April 30 and will be based on accumulated but unused and unscheduled vacation as of April 30. Payment will be received in the first pay period of July at the employee's rate of pay on July 1.

Second cash out: Vacation benefit cash-out must be requested by November 15 and will be based on accumulated but unused and unscheduled vacation as of November 15. Payment will be received in the first pay period of December at the employee's rate of pay on December 1.

If vacation that is scheduled for use between November 15 and the end of the year is canceled by the Employer for any reason, that vacation time may be carried over into the next calendar year, or may be cashed-out, or added to the employee's STDA account at the employee's discretion.

If a cash-out request is not made, then all unused vacation hours shall be deposited in the employee's STDA.

- b) **CASH-OUT AT TERMINATION:** Employees are requested to give two calendar weeks' notice

of their resignation. Associates must work all scheduled days during the 2-week notice period. Vacation or sick time cannot be taken during the notice period.

Unused vacation for the calendar year will be paid to those associates who work all scheduled days during their two-week notice period. Unused vacation will not be paid upon involuntary termination or upon resignation for those associates who fail to provide the required two-week notice or who fail to work all scheduled days during the two-week notice period.

15. VACATION FOR EMPLOYEES HIRED ON OR AFTER APRIL 1, 2011

Under this system, an employee may draw upon their vacation days for vacation, recreation, and sick time, if sick is not available. All time off is subject to supervisory approval.

Eligibility

Eligible employees must be scheduled to work at least 20 hours per week on a scheduled basis. Limited part-time and temporary employees are not eligible to accrue vacation.

Availability

No vacation accrues during the first six (6) months of employment. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

Accrual and Payment of Vacation

Accruals are based upon paid hours up to 1950 hours per year, excluding overtime. Length of service determines the rate at which the employee will accrue. Vacation only accrues on hours worked or paid and does not accrue on unpaid leaves of absence or overtime or double-time hours. Employees become eligible for the new higher accrual rate on the first day of the pay period in which the employee’s anniversary date falls. Employees can carry over up to 37.5 hours of vacation each year. Vacation hours, except for any hours to be carried over, are paid out on the employee’s anniversary date at the rate of pay on the anniversary date.

Vacation is provided as follows:

Years of Service	Accrual Rate per Hour	Maximum Accrual per Anniversary Year*
0-2	.0192	37.5 hours
3-7	.0385	75 hours
8-16	.0462	90.0 hours
17+	.0577	112.5 hours

*No vacation hours will accrue per employment year beyond the maximum accruals listed.

Use and Scheduling of vacation

The employer shall, consistent with the needs of the facility and adequate patient care, and consistent with the contractual terms below, determine the number of employees who may be scheduled off at a given time based on department and/or shift, and operational needs at the time the vacation is to be taken. The Employer will continue to endeavor not to have to cancel any schedules, once approved, except in cases of staffing emergencies. Arrangements for vacation must be made in advance in a timely

fashion and with the approval of the employer. Every effort will be made to grant vacation at the time and in the amount requested provided, however, it does not affect the operations of the facility in a detrimental manner. In the event that a request for vacation is made simultaneously by more than one person under such circumstances so as to hinder the operations of the department, the person with the most seniority shall be given preference as to vacation choice. Employees may exchange scheduled vacation with other employees with the approval of the Supervisor.

For the purpose of scheduling vacation the following specific terms shall apply.

- a) The scheduling of vacation is prohibited on Thanksgiving Day and from December 24, 25, 31 and January 1 of any year.
- b) During July and August, employees may be limited to no more than two scheduled weeks of vacation. More time may be allowed as staffing needs and requests by other employees allow. There shall be no other length limit applied at other times of the year except as staffing needs require.
- c) Except on Thanksgiving Day and during December 24, 25, 31 and January 1, the following minimum number of bargaining unit employees shall be allowed to schedule vacation at the same time, if requested, per classification and shift.

CNAs: AM shift - two (2); PM shift - two (2); NOC shift - one (1)
Other classifications per shift: One (1).

At management's discretion, based upon staffing needs and request by other employees, more employees may be allowed off at one time.

- d) Employees shall not be required to find their own replacements in order to schedule vacation unless they request vacation after the work schedule for that time period has been posted.
- e) Request for use of vacation should be made at least two weeks before the posting of a two-week work schedule. Vacation may be taken with less notice at the discretion of the Employer, as staffing needs allow.
- f) When employees are sent home or asked not to report to work due to low census, they shall have the option to use vacation time to cover the missed work time. In order to receive vacation pay under this provision, employees must fill out a vacation request form.

Vacation pay in lieu of vacation time will not be permitted at any time other than by mutual agreement between the employee and the Employer.

Vacation may not be used for missed time because an employee reports late to work. Vacation is paid at the employee's straight time rate and is not part of any overtime calculation. Employees are required to use available vacation when taking time off from work with the exception of a company required absence due to low workload or absences occasioned by the company. Employees may not borrow against their vacation banks; therefore, no advance leave will be granted. Sick leave may not be used to extend a vacation.

Employees are required to request vacation hours according to her/his regularly scheduled workday in increments of no less than ½ day. For example, if an employee works a 7-1/2 hour day, he/she would request 7-1/2 hours or for a half-day, 3.75 hours.

Temporary associates who have met the waiting period for vacation eligibility and who change their status to part-time or full-time will begin accruing vacation on a pro-rata basis the pay period following the status change.

Full-time or par-time associates who change their status to limited part-time or temporary must give two (2) weeks' notice of their request to change status and work all of their scheduled shifts during the notice period to be paid their remaining vacation hours. If the associate fails to give a two-week notice or fails to work all of the scheduled shifts during the 2-week notice period they forfeit any remaining vacation hours.

Payment Upon Termination

Employees are requested to give two calendar weeks' notice of their resignation. Associates must work all scheduled days during the 2-week notice period. Vacation or sick time cannot be taken during the notice period.

Accrued, but unused, vacation for the anniversary year will be paid to those associates who work all scheduled days during their two-week notice period. Accrued, but unused, vacation will not be paid upon involuntary termination or upon resignation for those associates who fail to provide the required two-week notice or who fail to work all scheduled days during the two-week notice period.

16. HOLIDAYS

16.1 *Recognized Holidays*

The following days will be recognized as holidays:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr.'s Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In 2016, all holidays that occur after ratification will be paid in accordance with Section 16.2. Between November 15, 2016 and December 15, 2016, all employees shall select six (6) of the seven (7) to have as paid holidays each year, which will be paid in accordance with Section 16.2. This selection will not affect how the holidays are scheduled; it only affects which holidays the employee will receive holiday pay.

Employees will be able to change their six (6) paid holidays for the following year between November 15 and December 15 of each year. If an employee does not change their holidays, they will be paid for the same six (6) holidays in the following year.

New hires shall choose their six (6) paid holidays upon hire. If an employee is hired after one (1) or more holidays have passed in the year, the employee shall be paid for all remaining holidays in the year in accordance with Section 16.2, and will begin being paid for the six (6) holidays they have chosen in the following year.

16.2 Holiday Compensation

Employees will be eligible to receive holiday benefits after completion of the probationary period. Additionally, employees must work their last scheduled shift prior to the holiday AND their first scheduled shift following the holiday, unless excused in writing by the Executive Director or Director of Nursing, and the holiday itself if so scheduled in order to receive holiday compensation.

Employees in their probationary period shall earn holiday pay if they work the holiday AND their scheduled shifts before and after the holiday. Probationary employees who are not scheduled to work the holiday will have the day off without holiday pay.

If an employee is required to work a shift or picks up a shift that begins on a recognized holiday, the employee will be paid holiday pay plus his regular straight-time hourly rate of pay for all hours worked. Holiday pay shall be equal to the hours worked on the holiday, up to eight hours, paid at the employee's regular straight-time hourly rate of pay. Full-time employees who do not work on the holiday will be paid for the equivalent of a regular shift worked. Part-time employees who do not work on the holiday will be paid on a prorated basis based upon the average daily hours worked in the preceding three pay periods. If an employee is scheduled to work on a holiday and fails to do so, the employee will forfeit all holiday pay. Employees required to work on a recognized holiday may choose a compensatory day off with pay in lieu of holiday pay; in such an event, the amount of pay will be equal to the number of hours worked on the holiday, up to eight hours, and such a compensatory day must be taken within 30 days following the holiday.

For the LPN classification, Holiday pay shall be equal to the hours worked on the holiday, up to twelve (12) hours, paid at time and one-half (1-1/2).

Overtime worked on a holiday will be paid at time and one-half (1-1/2) the employee's regular straight-time rate of pay. The Employer will not schedule an employee for overtime work on a holiday solely for the purpose of avoiding scheduling another employee to work on a holiday. Holiday time paid but not worked will be considered as time worked for overtime purposes.

If a holiday occurs during an employee's vacation, it will be paid as a holiday, not a vacation day, as long as the employee has worked her scheduled shifts before and after her scheduled vacation days.

Employees will not be paid for holidays if they are on unpaid leave of absence or if the holiday follows the last day on duty before termination.

16.3 Floating Personal Holidays

Full-time employees hired prior to December 15, 2010 will be eligible for three (3) Floating Personal Holidays in a calendar year. Any employee hired after December 15, 2010 shall receive one (1) day in a

calendar year. Part time employees with at least one year seniority will become eligible for personal holidays on the day they change to full-time status and begin working full-time. Full-time employees forfeit any unused personal holidays on the day they change to part-time, limited part-time or temporary status.

For LPNs regularly scheduled for twelve (12) hour shifts, Floating Personal Holiday pay shall be equal to twelve (12) hours, paid at the employee's regular straight-time hourly rate of pay.

If not used in the same calendar year in which they are awarded, floating personal holidays will be forfeited. Floating personal holidays are never paid out upon termination.

16.4 Scheduling of Thanksgiving, Christmas and New Years Holidays

Employees shall have the opportunity to indicate their preferences for Thanksgiving, Christmas Eve, Christmas Day, New Years Eve and New Years Day. Management will endeavor to accommodate preferences in accordance with years of service, required staffing levels, equity among employees and relative experience of individual staff members.

For the scheduling of Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, the following procedure shall be followed.

- 1) By August 15 of each calendar year the Employer shall post a sign-up sheet for the above holidays. By September 15 of each calendar year employees may submit their request for which of the five (5) above days they wish to be scheduled off. Their request should list all five (5) days in priority order. The same employee may not request off both the eve and the day of either Christmas or New Year's. Holidays shall be scheduled based upon seniority within each job classification. In the scheduling of these timely requests, seniority shall be honored in the following manner.
 - a) Employees with ten (10) or more years seniority shall have honored, at least, their first two requested holidays off.
 - b) So long as staffing needs can be met, no employee, regardless of seniority, shall be required to work more than three (3) of the five (5) days unless they so request.
 - c) Additional requests shall be honored in seniority order as much as is possible given the anticipated staffing needs of the facility and the other limitations.
- 2) The schedule for these holidays shall be posted no later than October 15 of each calendar year.
- 3) Requests submitted after September 15 shall be considered on a first-come, first-served basis and as feasible.

16.5 Scheduling of Memorial Day, Independence Day and Labor Day Holidays

Employees shall have the opportunity to indicate their preferences for Memorial Day, Independence Day, and Labor Day. Management will endeavor to accommodate preferences in accordance with years of service, required staffing levels, equity among employees and relative experience of individual staff members.

For the scheduling of Memorial Day, Independence Day, and Labor Day, the following procedure shall be followed.

- 1) By March 15 of each calendar year the Employer shall post a sign-up sheet for the above holidays. By April 15 of each calendar year employees may submit their request for which of the three (3) above days they wish to be scheduled off. Their request should list all three (3) days in priority order. Holidays shall be scheduled based upon seniority within each job classification. In the scheduling of these timely requests, seniority shall be honored in the following manner.
 - a) Employees with ten (10) or more years seniority shall have honored, at least, their first choice of holidays off.
 - b) So long as staffing needs can be met, no employee, regardless of seniority, shall be required to work more than two (2) of the three (3) days unless they so request.
 - c) Additional requests shall be honored in seniority order as much as is possible given the anticipated staffing needs of the facility and the other limitations.
- 2) The schedule for these holidays shall be posted no later than May 1 of each calendar year.
- 3) Requests submitted after April 15 shall be considered on a first-come, first-served basis and as feasible.

16.6 Scheduling of Dr. Martin Luther King, Jr.'s Birthday

Employees shall have the opportunity to indicate their preferences for Dr. Martin Luther King, Jr.'s Birthday. Management will endeavor to accommodate preferences in accordance with years of service, required staffing levels, equity among employees and relative experience of individual staff members.

For the scheduling of Dr. Martin Luther King, Jr.'s Birthday, the following procedure shall be followed.

- 1) By November 15 of each calendar year the Employer shall post a sign-up sheet for the above holidays. By December 15 of each calendar year employees may submit their request to be scheduled off for the holiday. The Holidays shall be scheduled based upon seniority within each job classification. In the scheduling of these timely requests, seniority shall be honored in the following manner.
 - a) Employees with ten (10) or more years seniority shall have honored—their choice of having the holiday off.
 - b) Additional requests shall be honored in seniority order as much as is possible given the anticipated staffing needs of the facility and the other limitations.

- 2) The schedule for this holiday shall be posted no later than January 1 of each calendar year.
- 3) Requests submitted after December 15 shall be considered on a first-come, first-served basis and as feasible.

17. SHORT TERM DISABILITY ACCOUNT (STDA) – SICK LEAVE FOR EMPLOYEES HIRED BETWEEN 12/16/2004 AND 3/31/2011

17.1 Eligibility

Employees begin to earn paid sick leave on their date of hire, but Employees are not eligible for payment of earned sick leave until after ninety (90) calendar days of continuous employment.

17.2 Accrual Rate of Sick Leave

Employees accrue paid sick leave at the rate of .0308 hours for each hour paid, excluding overtime and double-time hours. Hours are calculated and available for appropriate use at the end of each two-week pay period. These hours shall be accumulated and become part of the employee's Short-Term Disability Account (STDA). Sick leave may be accrued to a maximum of two hundred and forty (240) hours.

17.3 Sick Leave Pay

Each hour of sick leave is paid at the employee's regular straight-time rate of pay.

- a) **USE AFTER 90 DAYS AND BEFORE 3 YEARS OF EMPLOYMENT:** Employees will begin to receive sick leave payment on the second consecutive scheduled day of absence.
- b) **USE AFTER 3 YEARS OF EMPLOYMENT:** Employees will begin to receive sick leave payment on the first scheduled day of absence.

Employees are not eligible for sick pay for partial day absences, including scheduled doctor or dentist appointments. Partial day absences do not count as the first day missed under the above schedule.

An Employee may use vacation hours for the first day of any period of unscheduled use absence, if the employee calls in as outlined in the attendance policy, except where an employee is unable to meet such requirements because of an unforeseen emergency.

The Employer reserves the right to require verification of an employee's condition by a physician as a condition of payment of the vacation/sick time requested, as outlined by the attendance and leave of absence policies.

The Employer may also require physician verification of an illness where there is demonstrable reason to doubt the legitimacy of an illness. Such requests for verification shall not be made arbitrarily or capriciously nor shall they be used to harass employees.

Sick leave is not payable upon termination.

18. SICK TIME FOR EMPLOYEES HIRED ON OR AFTER APRIL 1, 2011

Sick time may be used for the employee's own illness, doctor and other medical appointments. On the fourth consecutive day of illness, the Family and Medical Leave process will begin for eligible employees (see Family and Medical Leave policy for further details). If needed, employees may substitute vacation for sick.

Eligibility

Eligible employees must be scheduled to work at least thirty (30) hours per week on a scheduled basis. Part-time, limited part-time and temporary employees are not eligible to accrue sick.

Availability

No sick accrues during the first ninety (90) days of employment. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

Accrual and Payment of Sick

Accruals are based upon paid hours up to 1950 hours per year, excluding overtime. Length of service determines the rate at which the employee will accrue sick time. Sick time only accrues on hours worked or paid and does not accrue on unpaid leaves of absence or overtime or double-time hours. Employees become eligible for the new higher accrual rate on the first day of the pay period in which the employee's anniversary date falls. Employees who deplete their sick time are not eligible for additional paid sick time until additional time accrues. Upon their anniversary, employees may carry-over a maximum of 150 hours of sick time.

Sick time is provided as follows:

Years of Service	Accrual Rate Per Hour	Maximum Accrual Per Anniversary Year
0-2	.0192	37.5
3-7	.0231	45
8+	.0376	60

*No sick hours will accrue per employment year beyond the maximum accruals listed above

Procedure for Use and Scheduling of Sick

Prior written notice of the absence should be given to the employee's supervisor whenever possible (unless an unexpected medical or other emergency makes it impossible to do so). If prior notice is not possible, the employee is required to call-in to their designated supervisor per the notification procedures outlined in the Attendance Standards. Failure to call in properly may be considered an unexcused absence. The employee is required to keep their designated supervisor informed of their status and projected return date.

Whenever sick time is taken, a request form must be completed and approved by the employee's designated supervisor and submitted to the HR/Payroll Representative. Each hour of sick leave is paid at the employee's regular straight-time rate of pay.

- a) USE AFTER 90 DAYS AND BEFORE 3 YEARS OF EMPLOYMENT: Employees will begin to receive sick leave payment on the third consecutive scheduled day of absence.
- b) USE AFTER 3 YEARS AND BEFORE 7 YEARS OF EMPLOYMENT: Employees will begin to receive sick leave payment on the second consecutive scheduled day of absence.
- c) USE AFTER 7 YEARS OF EMPLOYMENT: Employees will begin to receive sick leave payment on the first scheduled day of absence.

Employees are not eligible for sick pay for partial day absences, including scheduled doctor or dentist appointments. Partial day absences do not count as the first day missed under the above schedule.

An Employee may use vacation hours for the first day of any period of unscheduled use absence, if the employee calls in as outlined in the attendance policy, except where an employee is unable to meet such requirements because of an unforeseen emergency.

The Employer reserves the right to require verification of an employee's condition by a physician as a condition of payment of the vacation/sick time requested, as outlined by the attendance and leave of absence policies.

The Employer may also require physician verification of an illness where there is demonstrable reason to doubt the legitimacy of an illness. Such requests for verification shall not be made arbitrarily or capriciously nor shall they be used to harass employees.

Sick time is payable only for excused (as defined in the Attendance Policy) or prearranged absences.

Payment Upon Termination

Sick time is not payable upon termination or resignation from the Company.

19. HEALTH AND WELFARE

19.1 Health and Dental Insurance

The Employer agrees to provide its Group Health Plan and Dental and Vision Plans to employees working thirty (30) or more hours per week who are covered by this Agreement. These plans may be changed during the term of this Agreement. Premium cost cannot be changed more than once per year. For the life of this Agreement the Employer shall pay 65% of the premium for any level of Group Health Plan participation chosen by employees hired on or prior to March 31, 2013. For employees hired April 1, 2013 or after, the Employer shall pay 50% of the premium for any level of Group Health Plan participation chosen by the employee.

19.2 Additional Benefits

Bargaining unit employees shall be eligible for receipt of and/or participation in Employer benefit programs under the same terms and conditions as those benefits that are made available to other

Kenosha employees. These benefits currently include a 401(k) plan and employee-paid benefits including, but not limited to, term life, disability and accident insurance.

Bargaining unit employees will be offered the opportunity to participate in any other programs that are developed during the term of this Agreement, subject to the terms and conditions of the programs. The Employer agrees to notify the union of any eliminations, additions, or changes to any benefit programs prior to implementation.

19.3 Plan Changes

The specific benefits of the various plans, as well as the plans themselves, are subject to be changed, including the amount paid for coverage of such plans by the Employer and employees who elect coverage. In the event such changes are proposed to occur during the life of this Agreement, the Employer shall bargain any changes with the Union. The Employer will promptly notify the Union in advance of the changes and the effective dates thereof. This notification shall occur at least forty-five (45) days prior to the proposed implementation of any such changes and bargaining shall commence as soon as possible after notification.

20. BEREAVEMENT LEAVE

Employees who have completed the probationary period will be eligible for up to three (3) days of paid bereavement leave for scheduled days missed in the event of death of the employee's immediate family: spouse, parent (including in-law & step-parents), children (including in-law & step children), sibling (including in-law & step-sibling), grandparents (including step), grandchildren (including step) and domestic partner. Bereavement leave for other family or friends, or additional leave beyond this policy, must utilize accrued vacation time or be unpaid. Payment for each day of funeral leave shall be equal to the number of hours the employee would normally be scheduled to work and shall be paid at the employee's regular straight-time rate of pay. Scheduled days missed shall be those from the day of death until the day following the funeral. The Employer reserves the right to request appropriate verification of the need for funeral leave. Requests for time off due to bereavement over the death of individuals other than those named above shall be considered appropriate reason for a personal leave of absence.

21. LEAVES OF ABSENCE WITHOUT PAY

21.1 REQUESTS FOR LEAVES OF ABSENCE

Requests for leave will be in writing, stating the purpose, dates and any other relevant factors of the leave request. The Employer will approve or deny leave of absence requests in writing. Requests for leaves of absence will not be unreasonably denied.

21.2 TYPES OF LEAVES

a) Personal

Employees who have been continuously employed with the facility for ninety (90) days or more may request a personal leave of absence for legitimate reasons of up to thirty (30) days. In considering requests for personal leaves of absence, the Employer will

consider the ability to replace the employee, as well as the stated reasons for the leave. The Employer will approve or deny a personal leave of absence request in writing within seven (7) business days of the date of the request.

b) Medical

- 1) The Employer shall comply with all applicable requirements of the Federal Family and Medical Leave Act (“FMLA”) and the Wisconsin Family Leave Act (WFMLA). Should an employee qualify for both types of leave, the leaves will run concurrently.
- 2) Employees who have been continuously employed with the facility for ninety (90) days or more may be eligible for a union medical leave of absence for the employee’s own serious health condition. Should the employee qualify for FMLA, WFMLA, or both, the union leave of absence will run concurrently.

The Employer reserves the right to require a physician's certification of the need for such a leave, and of the need for an extended leave of absence, if requested. Should the employee fail to return the requested medical certification within the specified timeframe, the leave, or leave extension, may be denied and the employee will be expected to return to work subject to the attendance policy. The Employer also reserves the right to request a second physician's opinion, at the Employers expense. The only reason for denial of a request for a medical leave of absence will be a good faith doubt of the Employer that such a leave is medically necessary.

Union medical leaves shall be granted based on the medical certification, up to 30 calendar days initially and may be extended in 30 calendar day increments up to a maximum of nine (9) months. The Employer also reserves the right to require a physician's certification of the employee's ability to perform full and unrestricted duties at the conclusion of the union medical leave of absence. Should the employee fail to provide the requested return-to-work certification prior to the first scheduled shift following the leave, the employee will be considered to have voluntarily resigned.

21.3 RETURN FROM LEAVE

An employee on an approved leave of absence will notify the Employer between the 14th and 7th day prior to expiration of the leave of the employee's intention to return to work. Employees returning from a leave of absence will be returned to the same shift and employee category within the classification occupied prior to the leave of absence to the extent required by law. Employees returning from a leave of absence of more than 45 days, and where the Employer has demonstrated a good faith effort, but failed to find temporary replacement and where a similar vacancy does not exist, shall be returned to the first available position within his/her job classification.

22. DISCIPLINE

22.1

The Employer has the right to discipline, suspend or discharge employees for just cause. The Employer shall notify the Union of any suspension or discharge within 72 hours of such action.

22.2

When the Employer intends to conduct an investigatory interview with an employee and where the Employer is reasonably certain that the results thereof will be discipline, the Employer will suggest to the employee that he/she may wish to have a Union Worksite Leader present. Prior to the suspension or discharge of an employee covered by this Agreement, the Employer shall provide an opportunity for a meeting and shall inform the employee of the specific reasons for suspension and discharge, and shall inform and allow a Union Worksite Leader to attend the meeting. The Employer shall not be required to unreasonably delay an investigatory meeting or the imposition of discipline if a steward is not readily available; however, a steward will be informed of the investigation or the discipline during the stewards next regularly scheduled shift.

22.3

The Union recognizes the right of the Employer to establish reasonable work rules. A set of Work and Safety Rules and Regulations, as outlined in Appendix A, shall be posted and, to the extent that such Rules and Regulations provide for discipline for actions for which no discipline was previously provided, no disciplinary actions shall be taken prior to two (2) weeks after notifying bargaining unit employees by including a copy of the new rule or regulation in employees' paychecks and posting at the time clock at the Employer's facility. Any changes in work rules shall be forwarded to the Union prior to implementation.

22.4 ATTENDANCE POLICY

Punctuality and regular attendance are essential to the proper operation of the facility and crucial in the mission to provide excellent care to the residents. Excessive employee absences, tardiness or unreported absences are undesirable performance factors for all employees.

Violations of these standards will be taken seriously and may subject employees to disciplinary action, up to and including termination.

Notification Procedures

If an employee is going to be absent:

- Employees on first and third shifts must notify their designated supervisor **at least two (2) hours** before their regular starting time **each day** they are absent. Employees on second shift must notify their supervisor at least four (4) hours before their regular starting time **each day** they are absent.

If an employee is going to be late:

- Employee must notify their designated supervisor **as soon as possible** before their regular starting time **each day** they are late.

The only exception to this policy would be a verifiable emergency, outside the employee's control, that prevents the employee from properly notifying their supervisor (such as a car accident with documentation, mechanics documentation/tow records if car does not start, record of law enforcement report, etc.).

In any case when an employee must contact their supervisor regarding their attendance, if the employee is unable to reach their supervisor, they should leave a message for the supervisor. Additionally, the employee should inform another supervisor in the building that they are going to be absent or late. **Leaving messages or texting with coworkers is not considered proper notice of being tardy or absent.** If an employee needs to leave early, they must obtain permission from their designated supervisor **before leaving**.

Tardiness/Leaving Early Standards

A tardy is considered any instance where an employee punches in more than seven (7) minutes late or out more than seven (7) minutes early. If an employee needs to leave early, and does not receive permission from their supervisor, it will be considered job abandonment, and therefore a voluntary resignation.

- Tardy twice in four (4) rolling payroll periods
 - Verbal Warning
- Tardy three (3) times in four (4) rolling payroll periods
 - Written Warning
- Tardy four (4) times in four (4) rolling payroll periods
 - Final Written Warning and up to three (3) consecutive days suspension, at the discretion of the facility
- Tardy five (5) times in the four (4) rolling payroll periods
 - Discharge

Absence Standards

An absence is defined as not working a scheduled shift without prior approval by the designated supervisor (does not include vacation or other leaves of absence), also referred to as a "call-in". Approved, pre-arranged time off such as vacations, leaves of absence, jury duty, etc. are not subject to disciplinary action.

Unexcused Absences - Unexcused absences are defined as call-ins in which the employee's designated supervisor was not properly notified as outlined in the notification procedures (i.e. less than 4 hours before the start of the shift without documentation).

- One unexcused absence in a rolling twelve month period
 - Verbal Warning with counseling
- Two unexcused absences in a rolling twelve month period
 - Written warning

- Three unexcused absences in a rolling twelve month period
 - Final Written Warning and/or up to three (3) days suspension, at the discretion of the facility
- Four unexcused absences in a rolling twelve month period
 - Discharge

Excused Absences - Excused absences are defined as call-ins in which the employee’s designated supervisor was notified properly and the employee has provided appropriate documentation for a reason beyond their control for the absence (such as doctor’s notes, ER records, mechanics or tow records, etc.). Documentation for absences of three (3) or more days is required; however the facility reserves the right to ask for documentation for absences of any length. Documentation for excused absences, if requested, must be provided upon the employee’s next scheduled shift, unless unforeseen circumstances arise. An “episode” for excused absences is generally considered the number of days needed for an illness or injury to run its course so the employee may safely return to work.

- Four excused episodes in a rolling twelve month period
 - Informal Counseling
- Five episodes in a rolling twelve month period
 - Verbal Warning
- Six episodes in a rolling twelve month period
 - Written Warning
- Seven episodes in a rolling twelve month period
 - Final Written Warning and/or up to three (3) days suspension, at the discretion of the facility
- Eight episodes in a rolling twelve month period
 - Discharge

Medical certification may be required for any absence due to illness or injury. The facility may require a return to work release from a doctor for any illness or injury lasting more than three (3) days, prior to allowing an employee to return to work. You may request or be asked to complete a Leave of Absence Request form after four days or more of absence due to illness or injury.

If an employee is absent for two (2) shifts within a twelve (12) month period without notifying their designated supervisor as required by the notification procedures (a “No-Call/No-Show”), the employee will be considered to have voluntarily resigned. The employee must contact their supervisor within twelve (12) hours following the start of their shift to be given reasonable opportunity to establish that unforeseeable circumstances prevented the employee (or a designee) from following the notification procedures.

22.5 DRUG FREE WORKSITE

The facility upholds the obligation to its employees, residents and the general public, to reasonably ensure safety in our workplace, comply with federal and state health and safety regulations and prevent accidents. We also believe that by following this policy the safety, health and productivity of employees will improve.

The use, possession or sale of illegal drugs is prohibited on our premises or when conducting facility business. Alcoholic beverages may never be brought into the worksite. Employees must not be under

the influence of alcoholic beverages while at work or while conducting facility business.

If the facility, as part of a social function or authorized entertaining at a venue that provides alcoholic beverages, employees choosing to consume such beverages must do so responsibly and by their own individual choice. Additionally, employees are reminded that our policies are still in effect for such functions and that violation of these policies may result in disciplinary action, up to and including termination. Employees are strictly prohibited from driving following consumption of any quantity of alcohol at such functions that could impair their ability to drive safely and legally, and must request assistance if transportation is needed. These facility-sponsored or approved functions are the only times that consumption of alcoholic beverages on facility time or premises is permissible.

Any employee may be subject to take a drug and alcohol test at a certified facility designated by Kenosha Estates. The company may test employees for substance abuse under the following conditions:

1. If an employee appears to be under the influence of alcohol or drugs when reporting to work or while on the job;
2. When a reasonable suspicion exists that an employee has violated the Drug-Free Workplace Policy;
3. Following an on-premises accident involving injury or property damage;
4. On a random basis.

Employees who are tested for substance abuse may be suspended with pay until a full evaluation has taken place and the appropriate course of actions determined. Refusal to submit to testing when directed by management shall be deemed insubordination and will result in termination. Positive test results may be grounds for disciplinary action up to and including termination. Injuries sustained when drug use is evident may not be covered under various forms of insurance.

Only those with a “need to know” will be provided information regarding a drug test and/or its results, consequences and status. Such records and information may be disclosed among managers and supervisors on a need to know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Any employee who is convicted of an activity involving an illegal drug either on or off company premises is in violation of this policy. Any employee who is convicted under a criminal drug statute must notify the Executive Director in writing of such a conviction of no later than five (5) calendar days after the conviction.

Kenosha Estates will make efforts to reasonably accommodate an employee’s voluntary participation in an alcohol and/or drug rehabilitation program, provided that the reasonable accommodation does not impose an undue hardship to the facility. The time off may be taken as an unpaid leave of absence. The facility will make reasonable efforts to safeguard an employee’s privacy with regards to his or her enrollment in a rehabilitation program.

Any infraction or violation of this policy may result in disciplinary action, up to and including termination.

A Special Notice Concerning Prescription or Over-the-Counter Drugs

Any employee taking a legally prescribed drug or other medication is responsible for determining if it can impair judgment, coordination or perception or generally interfere with the ability to perform work in a safe and productive manner. Ask your doctor about all the possible effects a prescription may have on you and read the warning labels. Your supervisor will help determine whether you can handle the essential responsibilities of your job and an appropriate response to your situation. You may be asked to have your doctor document your fitness for work. Remember, neither you nor your doctor is being asked to provide any information about your condition. We only need to know if there are any aspects of your position that you can and cannot do based on your medical doctor's instructions. All legally prescribed drugs and other medications allowed on premises must be in the original packaging, and secured from residents.

Drug Diversion

In the event of a drug diversion incident, a thorough investigation will be conducted. Employees who are determined to be potentially involved will be required to submit to a drug test. Employees who are not scheduled for that day will be required to come in for testing and will be paid at their hourly rate for the time spent submitting to the drug test. Refusal to submit to testing when directed by management shall be deemed a voluntary resignation.

Employees who test positive for the missing drugs will be subject to a thorough investigation, which may result in disciplinary action, up to and including termination.

Employees who test positive for drugs other than the diverted drugs will be counseled and encouraged to submit to an evaluation by a drug rehabilitation center. The purpose of this evaluation is to determine if ingestion of a particular food item resulted in a positive test and/or if the employee took medication prescribed by a licensed physician that resulted in a positive test. The employee will be encouraged to enroll in a treatment program if the result of this evaluation indicates that this is recommended. Employees who test positive in these specific incidents will not be subject to disciplinary action.

23. GRIEVANCE PROCEDURE

23.1

A grievance shall be defined as a dispute or complaint arising between the Employer and the Union, or any employee covered by this Agreement, on or after the effective date of this Agreement, over the interpretation, application or alleged violation of any specific provision(s) of this Agreement. All grievances must be submitted to the Employer within ten working (10) days after the occurrence of the event which led to the dispute. Grievances over the amount of compensation shall be deemed to have occurred at the time payment is received by the employee. The Employer agrees to be obligated to make employees retroactively whole for all wages lost because of clerical error, or failure to provide step or across-the-board wage increases as provided for in this contract. The Union and the Employee agree to resolve any unintentional violation of any past practices before engaging in other methods. For purposes of this section, working days shall be defined as Monday through Friday, excluding all holidays listed in Article 19 of this agreement.

23.2

An employee who has a grievance is urged to discuss the matter informally with his/her immediate supervisor in an attempt to resolve the grievance amicably. The supervisor shall give the employee an oral response to the grievance within five working (5) days following the date the grievance was presented. If the grievance has not been settled by oral discussion, the following procedures will apply.

Step 1: The grievance shall be presented in writing to the employee's department head no later than ten working (10) days after the occurrence of the event which led to the dispute, or within three (3) working days after the immediate supervisor's oral response, whichever is the later. The written grievance shall state the Article and Section of the Agreement alleged to have been violated, the nature of the violation, the remedy or correction to be desired, and it shall be signed and dated by the employee involved. The department head will answer all written grievances in writing within five working (5) days.

Step 2: If the grievance is not settled in Step 1, the written grievance shall be submitted to the Executive Director within five working (5) days following receipt of the answer from the department head. The parties will meet in an effort to resolve the grievance within five (5) working days of the Executive Director's receipt of the written grievance. The Executive Director shall reply in writing to the grievance within five working (5) days of the meetings. If the parties mutually agree to not hold a meeting, the Executive Director shall reply in writing within ten working (10) days of his/her receipt of the written grievance.

Step 3: If the grievance is not settled in Step 2, the written grievance shall be submitted to the Employer's Regional Director of Operations within ten working (10) days after receipt of the Executive Director's reply in Step 2. The Regional Director of Operations, or his/her designee, shall answer the grievance in writing within-fifteen working (15) days after receiving the grievance.

Step 4: The decision made in Step 3 will be deemed to be the final settlement of the grievance unless, within fifteen working (15) days from the date on which such decision was received by the Union, either party serves upon the other a written demand that such grievance be referred to arbitration. Once this demand has been served, either party may request Federal Mediation and Conciliation Service (FMCS) mediation of the grievance prior to following the procedures laid out in Section 23.3.

23.3

In the event a written demand is made to refer the grievance to arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS) (with a copy of the request to the other party) to appoint an impartial panel of seven (7) arbitrators. The Employer and Union shall strike names from the panel until a final arbitrator remains, who shall be assigned to preside over the arbitration proceeding.

The decision of the arbitrator shall be final and binding upon the parties hereto, as well as upon any employee(s) involved in the dispute. The arbitrator shall have no authority, power or jurisdiction to add to, change or in any way modify or amend any of the terms or provisions of this Agreement; nor shall the arbitrator in any way be empowered to substitute his/her judgment or discretion for the judgment or discretion of either party hereto where such party has reserved the right to make or retain such a judgment or discretion; nor shall the arbitrator change existing wage rates, award punitive monetary damages except back pay in case of wrongful discharge, or arbitrate proposals for the amendment or

renewal of this agreement.

The arbitrator shall be authorized to rule upon and issue a decision and award in writing on any issue covered by the written terms of this Agreement and within the limitations specified herein, and the arbitrator shall render his/her decision within thirty (30) calendar days of the final presentation of evidence or briefs; extensions will be only by mutual agreement of the parties. The expense of the arbitrator and other mutually agreed upon expenses incidental to the arbitration proceedings shall be borne equally by the parties. Each party shall be responsible for the cost of its own representation and witnesses.

The Parties may mutually agree to expedited arbitration for either individual cases or a group of cases. The presentation of each case by each party will be limited to a preliminary introduction, a short reiteration of facts, and a brief oral argument. No briefs or transcripts will be made. If witnesses are used to present facts, there will be no more than two called by each party. If called to testify, the grievant is considered as one of the two witnesses. The arbitrator will give a written bench decision within five (5) calendar days. All decisions by the arbitrator will be final and binding. The costs of the arbitrator and the expenses of the hearing will be shared equally by the parties. The grievant and Union delegate/steward will attend the arbitration without loss of pay.

23.4

The time limits specified above may be waived or modified only by mutual written agreement of the parties, or by oral agreement with subsequent written confirmation. Once per grievance per party, in the event that either party is delinquent, the receiving party will contact the delinquent party the day following the deadline to offer a 48 hour extension. Unless waived or modified in accordance with prior sentences, the time limits contained herein shall be strictly construed. If either party fails to respond within the applicable timeframe, the grievance will be automatically settled against the delinquent party.

23.5

Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of the grievance procedure within ten working (10) days following the receipt of the suspension or discharge notice to the Union.

23.6

Grievances affecting three (3) or more employees shall be submitted by the Union in writing to the Executive Director at Step 2 of the grievance procedure.

23.7

Grievances shall be submitted on forms provided by the Union.

24. NONDISCRIMINATION

As a statement of general principle, the Employer and the Union agree there will be no unlawful discrimination or harassment against any employee covered by this Agreement on account of age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest or conviction record, genetic test results, military service, union activity or membership, handicap, or any other characteristic protected by applicable law.

Disputes which may arise over the interpretation or application of the foregoing general principle will not be subject to the grievance provisions of this Agreement, except for disputes alleging discrimination based on union activity or membership, which may be processed through the grievance procedure. If an employee believes that they or any other employee is being harassed or discriminated against, they may bring the matter to the immediate attention of the HR/Payroll Representative, or if they would feel more comfortable doing so, the Executive Director or employee hotline.

25. NO STRIKE OR LOCKOUT

25.1

The Employer and the Union recognize, that because of the community services rendered by the Nursing Home and because of humanitarian reasons, one of the purposes of the Agreement is to guarantee there will be no strikes, slowdowns, work stoppages or employee lockouts during the life of this Agreement.

25.2

During the term of this Agreement, neither the Union, its members, agents or representatives, nor any employees shall:

- a) Engage in, or in any way encourage, tolerate, condone, sanction, support or cause any strike (economic sympathy, unfair labor practice, or otherwise), slowdown, curtailment of production, work stoppage, concerted failure to report, concerted departure from work, or any other interference with work at the Employer's facility; or
- b) Prevent or attempt to prevent the access of employees to the facility.

25.3

The Employer shall have the right to take disciplinary action, including discharge, against any or all employees who participate in or who aid, abet or encourage others to participate in any action in violation of Section 25.2 of this Article. The Employer shall not be obligated to apply the same disciplinary measures to all employees who violate the provisions of this article. Employee involvement in action in violation of Section 25.2 of this Article as herein above described, and any discipline imposed as a result thereof, shall only be grievable as to whether the facts relied upon by the Employer in imposing discipline are true.

25.4

In the event that an unauthorized strike or other interference with work occurs, the Union shall:

- a) Notify the Employer that such strike or other interference with work is unauthorized, and
- b) Order its members to return to normal work, and
- c) Advise the employees in writing that the strike or other interference with work is unauthorized and that the employees are directed to cease such action and return to work.

25.5

The Employer will not lockout its employees covered by this Agreement during the term of this Agreement.

26. LABOR/MANAGEMENT MEETINGS

26.1 MEETINGS

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 five (5) from each) be designated, in writing, by each party to the other for the purpose of meeting at the call of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the facility, the work force and resident services, all to promote better understanding with the other. It is the intent of the parties to hold meetings monthly except for heavy vacation and holiday months; however, such meetings are to be held not less than quarterly. The meetings may be on work time, to be scheduled at such a time as to not hinder business operations. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects at such meetings.

26.2 RELEASE TIME

The Employer will provide release time with pay for up to three (3) scheduled employees to attend Labor/Management meetings.

27. HEALTH AND SAFETY

27.1

The Employer agrees to endeavor to provide a safe and healthful work environment for employees free of recognized hazards and to maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling and health and safety in general. The Union acknowledges its responsibility to promote health and safety and will cooperate with the Employer in striving to maintain such standards.

27.2

The Employer will include orientation to all rules and regulations pertaining to health and safety during the regular orientation process for newly-hired employees, as well as during the Employer's continuing in-service education program. Employees are expected to observe such health and safety rules and regulations and to report conditions the employee believes to be unsafe or unhealthy to his/her supervisor as soon as possible.

27.3

The Employer shall maintain an established Safety Committee. The Committee shall consist of three (3)

employees chosen by employees (it being understood that employee members are not restricted to employees covered by this Agreement), and three (3) members chosen by the Employer. The Committee will meet monthly, and employee members shall be paid for time spent in Committee meetings. The Committee's agenda may include any safety matters brought to its attention by Committee members, supervisors, or facility employees, and shall customarily include a safety tour of the facility.

28. GENERAL

28.1 UNIFORMS

Guidelines for Appropriate Dress

Residents, family members and visitors gain a lasting impression of Kenosha Estates not only from our actions, but also from our appearance. All employees are expected to adhere to generally accepted grooming habits and to report to work properly dressed for assigned job duties. The guidelines set forth in this policy should be followed during all scheduled work shifts.

All clothing should be clean, neat, properly tucked, of appropriate fit and support, concealing all undergarments, consistent with safety standards and contributing to the overall positive impression of our facility, and appropriate footwear must be utilized to minimize and prevent accidents. Jewelry must be kept to a minimum, as large pieces may be a safety hazard for both residents and employees. Excessive facial piercings are not permitted and the facility may ask employees to cover tattoos. Cologne and perfumes must be kept to a minimum. Additionally, all employees must wear name badges at all times. The first badge will be provided at the facility's expense; however additional name badges must be purchased by the employee. Please see the Business Office Manager for replacement badges.

For all employees, good grooming and personal hygiene habits must be maintained at all times. Hair should be clean, combed, professional, and neatly trimmed and must not interfere with an employee's vision or ability to perform work assignments. Fingernails should be clean and neatly trimmed. Long hair should be pulled back. Sideburns, mustaches and beards should be neatly trimmed.

Department specific attire that will be branded with Kenosha Estates' logo is outlined below and certain articles must be ordered through Kenosha Estates' uniform website. Items listed below that need not be purchased through the uniform website include: khaki pants, black pants, shoes and business casual attire. Information regarding the uniform website will be provided to employees upon hire. Full-time employees will receive three required sets on their first order of department specific attire, part-time employees will receive two required sets and all employees will receive one required set on their anniversary date. These sets will be provided by the company. Only items that are purchased through the company uniform website will count towards a "set". Employees may purchase additional items from the company website at their own expense at the convenience of payroll deduction.

Finally, white or black, long sleeve shirts are permitted under uniforms. All shoes worn while working must have rubber soles and be in good repair, without major defect. Sandals, other open-toe or open-heel shoes (including Crocs) and shoes with any type of heel are not permitted. Caps, hats and bandanas are not permitted. Any employee, who, in the discretion of management, is not appropriately dressed for

work will not be permitted to work their scheduled shift and may be sent home to change. Questions on this policy should be directed to your supervisor.

Violations of this policy will result in disciplinary action, up to and including termination:

- 1st Offense – Informal Warning
- 2nd Offense – Formal Warning
- 3rd Offense – Final Warning
- 4th Offense – Discharge

Upon separation from the company, uniforms that were provided by the company must be returned to the facility on the employee's final date of employment.

Department Specific Attire:

Licensed Practical Nurses: Royal Blue scrubs

CNAs: Wine scrubs

Housekeeping: Teal Blue scrubs

Laundry: Teal Blue scrubs

Activities: Red polo shirt and khaki pants

Dietary: Light Blue cook shirt and Black chef pants

Servers: Light Blue polo shirt, black pants

Transportation/Drivers: Black polo shirt and khaki pants

Maintenance: Grey work shirt and black pants

28.2 MEALS

The Employer agrees to continue its present policy related to purchase of employee meals.

29. BULLETIN BOARDS

The Employer agrees to allow the posting of Union notices on existing and designated bulletin board space.

30. MERGER-DISSOLUTION-SALE

30.1

This Agreement shall in no way prevent the Employer from purchasing or building additional nursing centers, and this contract shall in no manner have any effect upon such other centers.

30.2

The sale of this nursing center or the termination of any management contracts entered into by the Employer shall not in any manner be prevented or in any way conditioned by the Union.

30.3

In the event of a sale, the Union will be given written notice as soon as practical after the consummation of the sale. Said notice shall include the name, address and telephone number of the successor Employer's representative.

31. JURY DUTY

A regular full-time or part-time employee who has completed his/her probationary period and is summoned for jury duty will be paid the difference between the amount the employee would have earned on the basis of the employee's regular schedule (but not to exceed eight (8) hours per day at his/her straight time rate) and the amount paid to the employee for such jury duty up to a maximum of ten (10) days per calendar year, provided that the employee furnishes the Employer with adequate proof of jury service and the amount the employee was paid for such service, and the employee has reported immediately for work on any day the employee is dismissed or excused from jury service during the employee's regularly scheduled working hours. To receive the wages, employees must submit the check they receive for jury service for days in which they are paid by Kenosha Estates.

For the LPN classification, Jury Duty pay shall be equal to twelve (12) hours, paid at the employee's regular straight-time hourly rate of pay.

32. EXPERIMENTAL PROGRAMS

The Employer and the Union recognize that from time to time the requirements of staffing and operating a nursing home may, due to circumstances beyond anyone's control, become burdensome to employees. To this end, the Employer may, from time to time, in situations where it is necessary to maintain the efficient operation of the facility, offer premium or overtime pay to employees who assume additional hours or responsibilities. It is understood that this is intended as a short-term solution, and may be discontinued by the Employer, when the Employer deems it no longer necessary. Similarly, the Employer reserves the unilateral right to initiate and discontinue incentive award programs to encourage and reward employees.

Any such program will be applied to eligible employees in an equitable and non-discriminatory fashion. The introduction of such programs is a proper subject for discussion in Labor-Management meetings. Such programs are not to replace or conflict with provisions of the Collective Bargaining Agreement.

It is not the Employer's intent to utilize this Article to hire new employees at a higher rate than the start rates in this contract, or to pay new hires more than current employees.

The Employer will notify the Union of any utilization of this Article and utilization shall not be arbitrary nor capricious nor in an inequitable manner.

33. STAFFING

33.1 GENERAL

The Employer shall provide adequate staff to meet the needs of quality patient care, to provide a safe and efficient work environment for staff, and to allow staff sufficient time to utilize their paid benefit time. In the event staffing falls below the scheduled number of employees, the Employer will prioritize the tasks to be completed by the available employees.

In determining staffing levels, the Employer agrees to take into consideration all variables affecting patients and employees when allocating staff to units to meet patient needs. Examples of these variables are, but not limited to; patient acuity, census, and level of assistance needed with ADLs and lifting; scheduled admissions; number of treatments; number of medications; actual numbers of staff in the building for any given shift; and the particular limitations of staff working with medical restrictions. The Employer and the Union agree to meet as needed to discuss problems or concerns with staffing levels and to discuss and implement ways of improving utilization, recruitment and retention of staff that are consistent with the terms of this Agreement.

33.2 NEW EMPLOYEE ORIENTATION

The Employer shall provide new hires with an orientation to the facility, its procedures, and methods of maintaining quality care for its residents sufficient to enable employees to perform their duties. The Union recognizes that the scope of orientation will vary with the skill level and experience of the individual employee. The goal of orientation shall be proficiency in the care of patients, the proper function of the facility and cooperative efforts with fellow employees.

Before being assigned to work independently all new nurse aides shall be given an orientation period of up to ten (10) working days in addition to and following their certification training. The actual length of the orientation shall be determined by the employer with the advice of the experienced aide mentor(s). If needed, the orientation may be longer than ten (10) days. During this orientation period they will be assigned to work with an experienced aide on a normal assignment on the shift and unit for which the new employee was hired. New aides shall not be expected to fill a position and their position will not be counted toward meeting the minimum staffing levels of the unit until after they have completed this orientation.

While conducting new employee orientation, consideration will be given to giving mentors modified job duties taking into consideration the number of and experience level(s) of the orientee(s), and the level of care needed by the residents and the extra time required to provide an effective orientation.

The Union and the Employer will work together to develop and improve the orientation program through labor management meetings.

33.3 FLOATING

When it becomes necessary to float staff from their assigned unit, volunteers shall be asked for first. If the volunteers are insufficient to meet resident needs, then floating will be required beginning with the least senior employee present on the shift who has completed the probationary period.

33.4 LOW CENSUS DAY

If the Facility determines that it must reduce the hours on any shift due to low census, employees in seniority order will be offered the opportunity to take additional time off. If no employee elects to take additional time off, hours shall be reduced first by reducing/eliminating overtime hours then by discontinuing temps and casuals, and then part-time in reverse seniority order. Any employee whose hours have been reduced will be given preference to work additional hours on other shifts up to the number of hours for which the employee was normally scheduled to work prior to the reduction.

33.5 DAILY STAFFING SCHEDULE

A designated union representative shall have access to the corrected daily staffing schedule by the day after all the corrections have been noted.

34. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, ruling or regulation of any governmental authority or agency having jurisdiction of the subject or of the Collective Bargaining Agreement, and the parties hereto agree that in the event that any provision of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect. In such an event, the parties hereto agree to meet within thirty (30) days to discuss the effect of such a holding and any mutually agreeable course of action.

35. ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated, and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

This Agreement supersedes and cancels all previous policy agreements, and this Agreement expresses the complete understanding of the parties on the subject of wages, working conditions, hours of labor, benefits and conditions of employment and includes all collective bargaining for the term of this Agreement. All employee benefits and rights existing before the effective date of this Agreement are superseded by this Agreement unless expressly continued herein.


This Agreement can be changed only by a written amendment executed by the parties hereto. The waiver in any particular instance of any terms or conditions of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

36. TERM OF AGREEMENT

This Agreement shall become effective on April 1, 2016 and shall continue in full force and effect through March 31, 2019. If either party hereto desires to modify or amend this Agreement, said party must provide written notice to the other party of at least 90, but not more than 120, days prior to March 31, 2019. If neither party provides such written notice to the other party, this Agreement, including all of its provisions, shall terminate on March 31, 2019.


In Witness Whereof, the parties hereto have executed this Agreement on the dates so indicated below.

FOR THE EMPLOYER:



Brian Levinson
Kenosha Estates Rehab
And Care Center

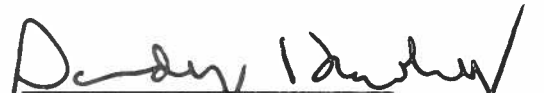
FOR THE UNION:



Dian Palmer, President
SEIU Healthcare WI



Renée Gagner, Staff Representative/Organizer
SEIU Healthcare WI



Sandy Hawley, Union Bargaining Team



Laura Thompson, Union Bargaining Team

A. APPENDIX A – WORK AND SAFETY RULES AND REGULATIONS

To maintain a safe and productive work environment, certain guidelines pertaining to conduct and relationships must be followed. We strive to take a constructive approach to discipline, ensuring that actions that would interfere with job performance or Kenosha Estates' operations are not continued.

Violations of these standards will be taken seriously and may subject employees to disciplinary action, up to and including termination. Supervisors have authority to enforce standards of conduct and other facility policies or procedures. To protect our employees and the facility, employees witnessing a violation are required to immediately report such an incident to a supervisor. If the reporting individual is alleged to have engaged in violation of this policy, the act of reporting the conduct does not excuse the individual from investigation or disciplinary action should it be determined that the individual violated company policy.

This list is intended to be representative of the types of activities that may result in disciplinary action, up to and including termination. It is not intended to be comprehensive and, therefore, Kenosha Estates may impose discipline up to and including termination for any other violation or inappropriate conduct not listed below. This list is not intended to and does not prohibit any conduct that is protected by law.

1. Stealing from a resident, visitor, other employee or facility.

1st Offense – Discharge

2. Reporting for work while under the influence of alcohol or while suffering from its effects, or while under the influence of hallucinatory drugs or narcotics such as heroin, LSD, amphetamines (unless such amphetamines are being taken pursuant to a physicians written prescription – please see the Drug Free Worksite policy for more information) or marijuana.

1st Offense – Discharge

3. Possession of, or drinking of, alcoholic beverages, or possession of or using any hallucinatory drugs or narcotics such as heroin, LSD, amphetamines (unless such amphetamines are being taken pursuant to a physicians written prescription – please see the Drug Free Worksite policy for more information) or marijuana on company property or company time.

1st Offense – Discharge

4. No firearms, knives or weapons of any type shall be displayed in the facility or on the grounds.

1st Offense – Discharge

5. Employees who do not follow directions and instruction given them by the Executive Director, their Department Head and/or their immediate supervisor or other supervisor.

1st Offense – Discharge

6. Willful destruction or damage of property belonging to the facility or persons, to include residents, family members, visitors or employees.

1st Offense – Discharge

7. Physical or verbal abuse, neglect or attempting to injure residents or other persons to include residents, family members, visitors or employees.

1st Offense – Discharge

8. Intentionally falsifying employment or other facility records to include medical or financial information for self, other employees, residents, or family members while on or off duty.

1st Offense – Discharge

9. Verbal or written threat to injure or harm any other person.

1st Offense – Discharge

10. Failure to verbally report an incident involving a resident or staff member, including yourself if involved with any incident. Reports may be confirmed in writing in the appropriate log.

1st Offense – Disciplinary action, up to and including discharge.

11. Falsifying the time clock records for yourself or any other employee.

1st Offense – Discharge

12. Discourteous or inappropriate behavior or language to any resident, family member, visitor or employee.

1st Offense – Up to 3 consecutive days suspension, at the discretion of the facility.

2nd Offense – Discharge

13. Absent for one scheduled work shift without notifying the facility in the proper manner, unless an unforeseen circumstance can be documented.

1st Offense – Final Written Warning

2nd Offense – Discharge

14. Unauthorized use of any device with cameras or recording capability (audio or video) within the facility or on grounds.

1st Offense – Discharge

15. Requesting or accepting loans or tips, monetary or other forms, from residents, their families, or other visitors or vendors.

1st Offense – Discharge

16. Revealing to any person, other than an employee working with the resident, any confidential information concerning any resident.

1st Offense – Discharge

17. Sleeping while on duty.

1st Offense – Discharge

18. Failure to follow parking lot regulations, if any, identified by the facility.

1st Offense – Informal Warning

2nd Offense – Formal Warning

3rd Offense – 1 day suspension, at the discretion of the Employer

4th Offense – Up to 3 consecutive days suspension, at the discretion of the Employer

5th Offense – Discharge

19. No employee shall visit other parts of the facility or leave the facility other than in the line of duty or with the permission of the supervisor. When leaving the facility for non-duty related purposes, the employee shall notify the supervisor and shall punch out.

1st Offense – Formal Warning

2nd Offense – Up to 2 consecutive days suspension, at the discretion of the facility

3rd Offense – Discharge

20. Gambling on facility premises.

1st Offense – Formal Warning

2nd Offense – Up to 2 consecutive days suspension, at the discretion of the facility

3rd Offense – Discharge

21. Employees not meeting health test requirements will not be permitted to work until the test is satisfactorily completed. If the test is not satisfactorily completed within seven (7) days of the required date, the employee will be discharged.

22. Solicitation of any kind, distribution or circulation of literature, petitions and written or printed matter of any description in the facility shall not be done by the employee during his or her working time without prior written consent of the Executive Director.

1st Offense – Informal Warning

2nd Offense – Formal Warning

3rd Offense – Up to 2 consecutive days suspension, at the discretion of the facility

4th Offense – Discharge

23. Unauthorized posting, removal or tampering with bulletin board items.

1st offense – Formal Warning

2nd offense – Up to 3 consecutive days suspension, at discretion of Employer

3rd offense – Discharge

24. Playing of radios, music, other media, etc., loudly so as to disturb residents or others.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – 1 day suspension, at discretion of employer

4th offense – Discharge

25. Personal use of cellular phones, Blackberry and similar personal devices or other personal media devices (including those with recording capabilities) while on work time.

1st offense – Formal Warning

2nd offense – Up to 3 consecutive days suspension, at discretion of Employer

3rd offense – Discharge

26. Unauthorized use of facility telephone or other facility equipment for personal needs.

1st offense – Formal Warning

2nd offense – Up to 3 consecutive days suspension, at discretion of Employer

3rd offense – Discharge

27. Loitering in work area when not scheduled to work.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to 3 consecutive days suspension, at discretion of employer

4th offense – Discharge

28. No employee shall eat in resident areas unless permitted by facility policy related to direct-care resident activity.

- 1st offense – Informal Warning
- 2nd offense – Formal Warning
- 3rd offense – Up to 3 consecutive days suspension, at discretion of employer
- 4th offense – Discharge

29. No employee shall smoke in unauthorized areas.

- 1st offense – Formal Warning
- 2nd offense – Up to 3 consecutive days suspension, at discretion of Employer
- 3rd offense – Discharge

30. No work shall be performed in an unsafe manner and employees shall not engage in any horseplay.

- 1st offense – Informal Warning
- 2nd offense – Formal Warning
- 3rd offense – Up to 3 consecutive days suspension, at discretion of employer
- 4th offense – Discharge

31. Failure to notify the HR/Payroll Representative of address or telephone number change which the facility shall keep confidential.

- 1st offense – Informal Warning
- 2nd offense – Formal Warning
- 3rd offense – Up to 3 consecutive days suspension, at discretion of employer
- 4th offense – Discharge

32. Not in assigned work place at starting and quitting time, or leaving work during working hours without your supervisor's permission.

- 1st offense – Informal Warning
- 2nd offense – Formal Warning
- 3rd offense – Up to 3 consecutive days suspension, at discretion of employer
- 4th offense – Discharge

33. Failure to clock in or out or obtain supervisor's approval during same shift.

- 1st offense – Informal Warning
- 2nd offense – Formal Warning
- 3rd offense – Up to 3 consecutive days suspension, at discretion of employer
- 4th offense – Discharge

34. Swearing, obscene, demeaning, derogatory, or offensive language, gestures, or horseplay.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to 3 consecutive days suspension, at discretion of employer

4th offense – Discharge

35. In unassigned areas during working hours without permission other than in the line of duty.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to 3 consecutive days suspension, at discretion of employer

4th offense – Discharge

36. Overstaying rest or lunch period.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to 3 consecutive days suspension, at discretion of employer

4th offense – Discharge

37. Failure to follow any work standard or any policy or procedure for residents established by the facility. Copies of applicable work standards and resident care policies and procedures shall be kept available for inspection by employees.

1st offense – Formal Warning

2nd offense – Up to 3 consecutive days suspension, at discretion of Employer

3rd offense – Discharge

38. Unbecoming conduct while off duty that may negatively impact the reputation of the facility in the community, undermine the functioning of the facility or compromise resident safety, well-being or dignity.

1st offense – Formal Warning

2nd offense – Up to 3 consecutive days suspension, at discretion of Employer

3rd offense – Discharge