

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SEIU HEALTHCARE WISCONSIN**

**AND**

**FORTIS MANAGEMENT GROUP  
WEST HART ROAD WISCONSIN LLC  
d/b/a  
BELOIT HEALTH & REHABILITATION CENTER**

**July 1, 2016 through June 30, 2019**

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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **FORTIS MANAGEMENT GROUP WEST HART ROAD WISCONSIN LLC**, d/b/a BELOIT HEALTH & REHABILITATION CENTER, hereinafter referred to as the “Employer,” and the SEIU HEALTHCARE WISCONSIN, hereinafter referred to as the “Union.”

## ATTEST

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

## ARTICLE I – RECOGNITION

Section 1.1 – The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all regular full-time and regular part-time employees excluding supervisors, confidential, managerial, professional, and office employees; licensed practical nurses, registered nurses, and registered occupational therapists, and as certified by the National Labor Relations Board.

Section 1.2 – Employees will be hired on a probationary basis. This probationary period will be ninety (90) calendar days in length, and the employee may be discharged for any cause, without recourse, during this period. Where the new employee, the Facility, and the Union may benefit from an additional thirty (30) days of probation, such additional thirty (30) days may be granted by mutual agreement of the Employer and the Union. Seniority shall not accrue to workers during their probationary period. However, upon successful completion of the probation period, all workers shall have their seniority revert back to the date of hire.

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

Section 1.4 – The Employer agrees to deduct from the wages of all employees covered by this Agreement, after receipt of a signed authorization from each such employee, dues and fees of the Union. Union dues and/or fees will be taken out over the first two (2) consecutive pay periods of the month. The Employer shall transmit the dues, initiation fees and any other fees to the Union. The Employer shall also include electronic lists with the employee ID number, last name, first name, pay period end date, initiation amount deducted, dues amount deducted and any other fees deducted. The Employer may combine these lists with the list below. The Employer shall have no obligation to obtain such authorization.

The Employer agrees to deduct from the wages of any employee covered by this Agreement, any voluntary contribution to SEIU Committee on Political Education (COPE) upon receipt of signed authorization from each such employee on forms provided by the Union. Such contributions will be transmitted to the Union with an electronic list including employee ID number, last name,

first name, pay period end date and specific deductions. The Employer may combine these lists with the list below. The Employer shall have no obligation to obtain such authorization.

The Employer shall provide the Union the following information via electronic mail, password protected, in an electronic non-PDF excel spreadsheet:

A monthly list of employees including Employee ID number, last name, first name, middle initial, birth date, gender, ethnicity, home street address, home city, home zip, most current home telephone number, cell phone number, home email address (if available), job title, wage rate, seniority date, date of hire, shift and classification. The list shall include a coding for terminations with the term date and leave of absences.

Section 1.5 – The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages for penalties and any other expenses that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

Section 1.6 – A designated work site leader will be allowed a thirty (30) minute time slot at orientation to inform new bargaining unit employees about the Union.

## **ARTICLE II – UNION REPRESENTATIVES AND WORK SITE LEADERS**

Section 2.1 –The authorized representative(s) of the Union will have reasonable access to the Employer’s premises provided that the Union representative gives the Employer reasonable advance notice, except in the cases of emergencies, to confer with the Employer, Worksite Leaders of the Union and/or with the Employees for the purpose of administering this Agreement. When a Union representative enters the Employer premises, he/she shall notify the Administrator, or person in charge, of his/her visit so that his/her activities do not interfere with customer care or the efficient operation of the Employer. No more than two (2) Union representatives shall visit the Employer at any time, unless the parties mutually agree otherwise. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. Exceptions include, but are not limited to, visits intended during a state survey. The Union will furnish the name of the authorized representative.

Section 2.2 – A current list of authorized Union work site leaders will be presented to the Employer by the Union. Authorized Work Site Leaders shall have the authority to gather pertinent facts and assist employees in the processing of grievances in accordance with the terms, procedures and limitations provided in this Agreement. The Employer has no obligation to deal with any work site leader not identified on the list.

Section 2.3 – The Employer shall permit a work site leader a reasonable amount of time on regular duty status to process grievances and to consult with appropriate supervisors and management officials. A work site leader must ask for and receive permission from his or her supervisor before leaving the job. Such requests will not be unreasonably denied.

Section 2.4 – The Union representative and all union members shall have access by telephone to work site leaders during working hours as long as such conversation does not disrupt the normal operation of the Home.

Section 2.5 – The Union may request in writing and will be given copies of any information controlled by management, which may be needed to prepare for negotiations and/or grievance

and arbitration, to the limit allowed by prevailing law. This information will be provided to any work site leader as directed by the information request.

Section 2.6 – Employees who hold elected or appointed Union office will be allowed time off, without pay, up to a total of twelve (12) months, excluding negotiations, to attend the Union’s conventions or official meetings. No more than three CNAs (two from AM shift and one from PM or NOC shift) and two other employees from separate departments can be allowed time off at any one time. The Employer will make every effort to provide adequate staffing to allow employees to attend and such requests will not be unreasonably denied.

### **ARTICLE III – GRIEVANCE AND ARBITRATION**

**(For Grievances Filed on or before December 31, 2016, please see 2013-2016 collective bargaining agreement extended through December 31, 2016)**

**Effective January 1, 2017**

Section 3.1 - The Employer agrees to meet with duly accredited officers, staff, worksite leaders and committees of the Union upon grievances pertaining to meaning or application of the Agreement, in accordance with the procedure provided below. A grievance, subject to the following procedure, shall include any and all disciplinary actions taken by the Employer, and all questions and disputes involving contract interpretations and any and all questions and disputes involving conditions of employment.

Step 1. The Union shall, within ten (10) working days of the event which is the source of the grievance, set forth the grievance in writing, date it, sign it, and present it to the Department Head or his/her designee. The Department Head will provide for a meeting of representatives of the Union, including Union Staff Representative and the Employer for negotiation purposes within seven (7) working days of receipt of the Step 1 grievance. The Employer shall provide written disposition to the Union within seven (7) working days of the meeting. Saturdays, Sundays, and holidays shall not be considered working days for the purposes of this Article.

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

Step 3. If the grievance is not resolved in Step 2, and the Union desires to mediate the grievance, the Union shall submit in writing to the Director of Labor and Employment or the Executive Director within seven (7) working days of receiving the Step 2 answer a request that the parties engage in mediation. The Employer shall notify the Union within seven (7) working days of receiving the request whether or not it consents to mediation. If the parties agree to mediation, it shall occur with the Federal Mediation & Conciliation Services (“FMCS”). The parties shall submit their request for mediation in writing to FMCS within seven

(7) working days of agreeing to mediation and mediation shall occur within thirty (30) calendar days of the parties agreeing to mediation.

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

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

Section 3.2 - The cost of the arbitration, which shall include the location and fees and expenses of the Arbitrator, the court reporter and the transcript, shall be shared equally by the Employer and the Union. Each party shall pay any fees of its own representatives and witnesses.

Section 3.3 - The decision of the arbitrator shall be final and binding on both parties. The arbitrator has no authority to add to, subtract from, modify, or ignore any provision of this Agreement.

Section 3.4 - The Employer shall notify the Union, in writing, of the names of the Administrator or his/her designee, to whom grievances are to be directed, pursuant to the steps outlined in this Article. The Union has no obligation to deal with any representative of the Employer not identified on this list.

Section 3.5 - The time limits specified in this Article are intended to be maximum time limits and are to be construed as being binding on the Union, employee(s) and the Employer. Grievances not processed within the time limits specified herein will be deemed to have been settled consistent with the last response of the Employer. Time limits specified in this Article may be extended through mutual agreement between the parties. Saturdays, Sundays and holidays shall not be construed as working days for the purpose of this Article.

Section 3.6 - In cases alleging resident abuse or resident neglect, the arbitrator will draw no inference of any kind whatsoever from the failure or inability of a resident to appear and testify.

Section 3.7 - In cases of discipline or discharge proving resident abuse or resident neglect, the arbitrator's determination shall be limited solely to ascertaining whether or not the employee was, in fact, guilty of the acts with which charged by the Employer. The arbitrator, finding such guilt to exist, shall not have the authority to substitute his judgment for that of management as to the penalty imposed.

## **ARTICLE IV – NO STRIKE NO LOCKOUT**

Section 4.1 – During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in a strike, slowdown, walkout, sit-down, stoppage of work, retarding of work or boycott, coordinating of sick-out, which interfere, directly or indirectly, with the Employer's operations at this center. The Employer agrees that there shall be no lockout at this Center during the life of this Agreement.

The Union reserves the right to informational picket, with proper statutory notice, the Employer's place of business at any time during the life of this Agreement, and the Union agrees not to picket on the Company's property.

Section 4.2 - Should any strike, slowdown, walkout, sit-down, stoppage of work, that the Union has not sanctioned, the Union shall:

- A. Advise the Employer in writing that such action has not been sanctioned by the Union and;
- B. Post a notice on the Union bulletin board requesting employees to cease such action and return to work.

Section 4.3 - The Union's actions detailed above in A and B, and the performance thereof, shall relieve the Union of liability for any damages suffered by the Employer as a result of the violation of this Article of the collective bargaining agreement.

## **ARTICLE V – SENIORITY**

Section 5.1 – Except as provided in Section 5.5, seniority shall be computed from the most recent hiring date and shall be defined as the length of time an employee has been regularly employed by the Employer as a full-time or part-time employee including authorized leave of absence or other unpaid absence.

Section 5.2 – Promotions and transfers shall be determined on the basis of an employee's record, ability and skill, and where those factors are relatively equal, the employee with the greater facility seniority will be given preference over the employee with less seniority. Layoffs and recall after layoffs will be determined on the basis of bargaining unit seniority.

Section 5.3 – Seniority and all other accrued rights shall cease upon: (a) discharge for just cause, (b) resignation, (c) second absence from work without notification and subsequent dismissal (first absence from work without notification will result in a discharge warning), (d) continuous layoff for six (6) months, or, if after being laid off, and employee does not return to work within five (5) days after written notification to do so by mail to the last address provided by the employee.

Section 5.4 - An employee may request in writing a transfer to another of the Company's facilities honoring a labor agreement with SEIU Healthcare WI. The employee may be offered the next opening that occurs at the receiving facility. The employee transferring will retain his/her seniority with the Company for the purpose of benefits. Upon acceptance at the receiving facility, the employee will be placed in the step in the benefits program in effect at the receiving facility, based upon his/her seniority at his/her former facility.

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

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

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

Section 5.5 – Any former employee, who returns to work within sixty (60) days of voluntarily terminating their employment at the Employer shall retain their seniority, minus the time of separation. Such an employee shall have their wages and benefits reinstated to their last known rate of pay and benefits before such separation occurred, and any intervening increases in wages after separation.

## **ARTICLE VI – METHOD OF WAGE PAYMENT**

Section 6.1 – Payment of wages due shall be made bi-weekly on the appropriate payday following the end of the pay period. If the payday falls on a standard federal holiday, paychecks will be issued the preceding business day. Any payroll error of twenty-five or more dollars (\$25.00) as a result of the employer's error shall be corrected by the Employer within three (3) working days if the employee has no time card errors or missed punches in the same pay period unless it is due to a system error or by a direction of management. Any payroll error in an employee's paycheck of less than twenty-five dollars (\$25.00) will be included with the next regular check.

Section 6.2 – Employees shall be allowed one-half (1/2) hour without pay for meals during any work period of six (6) or more hours in one (1) day. Except for emergencies or circumstances outside the Employer's control, employee meal periods will not be interrupted. Lunch may be taken off premises. The time for scheduled mealtime shall be determined by the Employer as the needs of adequate service allow. No extra time off will be given to an employee not utilizing his/her assigned lunchtime. Employees must punch in and out for scheduled lunch break.

Section 6.3 – The pay period shall consist of eighty (80) hours (or thirty-seven and one-half (37.5) hours if on a 7.5 hour workday) and the full-time workday shall consist of eight (8) hours (or seven and one-half hours (7.5) for those full-time employees hired on or after August 31, 2005 or who consent; provided, however, the Employer shall have sole discretion as to the implementation of the 7.5 hour workday). Time and one-half (1 ½) will be paid for all work in excess of eight (8) hours per day or eighty (80) hours per pay period. The nursing home operates twenty-four (24) hours per day, seven (7) days per week. Employees must work weekends, as the needs of the department require. The Employer will make every attempt to grant employees every other weekend off. Seniority shall prevail, as the needs of the Employer permit, in providing eighty (80) hours of work. Overtime shall not be pyramided.

Section 6.4 – Employees shall be granted a rest period of fifteen (15) minutes during each four (4) hours worked without deduction in pay but not during the first or last half-hour of any shift. The timing of the rest period shall be determined by the Employer, as the situation requires.

Section 6.5 – Rest periods may be taken consecutively at the discretion of the Employer in situations where they will not cause disruption of the normal activity of the nursing home. An

employee may not leave facility premises during authorized rest periods, unless prior approval has been given by his/her immediate supervisor.

Section 6.6 – Employees working less than forty (40) hours per week shall be given preference in requesting additional hours of work before new part-time or full-time employees are hired within the same department and classification.

Section 6.7 – If an employee calls out on a scheduled weekend, the employee will not have to make up that weekend if that employee is admitted to the hospital at that time.

Section 6.8 – There shall be no pre-hire agreements that would adversely affect current employees.

## **ARTICLE VII – SCHEDULES**

Section 7.1 – All schedules shall be posted at least two (2) weeks in advance for all departments. Hall assignments shall be posted one week in advance for all departments; however, it is understood that hall assignments may be changed to meet facility needs.

- A. After the schedules have been posted, no changes therein shall be made without at least twenty-four (24) hours verbal notice to the affected employee of the intended change. This change must be mutually agreed between the Employer and employee.
- B. Requests for days off, leaves of absence, holidays and vacations not scheduled per Section 13.3 shall be made a minimum of two (2) weeks before the first day of the requested leave, except in cases where such prior notice is not possible. Requests must be presented in person Monday through Friday to the employee's supervisor or designee. The Union will receive an updated list of designees. If the supervisor or designee is not available, the request may be placed in the locked box located by the time clock. This lock box will be checked daily by the Employer, Monday through Friday, excluding holidays. The Employer will respond in writing to said request within one (1) week of the date of receipt of the request, or the request will be considered to have been granted.
- C. Requests for employees to have another employee work for them on their scheduled work day must be submitted in writing to the appropriate supervisor for approval at least two (2) workdays prior to the intended change. Such request shall not be unreasonably denied. The employee seeking a substitute will not be required to work any additional days because of giving up a day. The Employer must respond in writing within one (1) day after receiving such request. No requests will be approved which would require the payment of overtime or bonus hours without the written previous approval by the Employer

Section 7.2 – Employees who are asked to work on their days off shall be guaranteed a minimum of four (4) hours work or pay. If the supervisor releases the employee in less than four (4) hours, he/she will be paid for four (4) hours work. The Employer shall post and maintain a monthly list at nursing station number one of those employees who wish to avail themselves of call-in and overtime work. A premium of twenty-five dollars (\$25.00) per shift will be paid for those employees asked to work shifts of four (4) hours or more, twelve dollars and fifty cents (\$12.50) for those employees who work less than four (4) hours for which they are not scheduled on weekends or designated holidays. An employee must work his/her entire scheduled weekends to qualify for the weekend premium. The employer has no obligation to ask any person who, by working, would require the Employer to pay overtime.

Section 7.3 – Consistent with the provisions of Section 7.2 above, the Employer will ask in the most senior employee on the list for the affected classification, thereafter asking less-senior employees in affected classifications in rotation.

Section 7.4 – The Employer shall attempt to maintain staffing ratios that provide for equal distribution of work and reasonable work loads based upon resident needs and the current occupancy rate.

### **ARTICLE VIII – EMPLOYMENT**

Section 8.1 – The Employer shall, on a monthly basis, furnish the Union and Chief Work Site Leader with a bargaining unit list giving each employee' name, address, phone number, job classification and date of hire. Each month the Employer will furnish the Union with a list showing new hires, terminations and status changes of employees in the bargaining unit during the previous month. All information shall be provided via electronic mail.

Section 8.2 – Duly authorized Union representatives, as outlined in Article II, Section 2.1 of this Agreement, shall meet with representatives of the Employer for the purpose of determining the maintenance of wages and working conditions hereunder provided as required.

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

After discussion of the items, the Administrator will communicate to the work site leaders any agreed upon actions deemed appropriate as a result of the meeting within five (5) working days.

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

Section 8.3 – When an employee is assigned to a work classification paying higher rates for a period in excess of one (1) hour in one (1) workweek, the employee shall receive this higher rate for all hours of performance in this higher classification. It is understood that no supervisory work will be assigned.

### **ARTICLE IX – LEAVE OF ABSENCE**

Section 9.1 – A leave of absence shall be granted to an employee for medical purposes substantiated by monthly physician reports after three (3) months of service. No leave of absence shall exceed thirty (30) calendar days. However, the leave of absence may be extended for two (2) additional thirty (30) day periods. In the event of an emergency, requests for a personal leave of absence may be granted immediately.

Section 9.2 – Request for leave of absence must be made in writing to the Administrator at least two (2) weeks in advance if possible. Employees will accrue seniority on such leaves of absence. Employees will neither lose nor accrue benefits on such leave of absence. Employees can use vested vacation, sick days and personal days while on a leave of absence.

Section 9.3 – An employee returning from leave will be assigned to the same or a substantially equivalent job. Where this is not possible, the employee will be given preference in filling other job vacancies for which he/she is qualified.

Section 9.4 – Employees returning from any medical leave must be able to perform all essential assigned duties without medical restriction. Freedom from medical restriction must be certified by the employee's physician.

Section 9.5 – The Employer and Union agree to abide by all provisions of the State and Federal Leave Acts.

### **ARTICLE X – OTHER LEAVES OF ABSENCE**

Section 10.1 – An employee may request a leave of absence of not more than thirty (30) days subject to provisions of Section 9.2 above.

### **ARTICLE XI – SICK LEAVE**

Section 11.1 – All employees covered by this Agreement shall be entitled to paid sick leave as provided herein.

Section 11.2 – After the probationary period, sick leave is earned at the rate of one (1) hour for each eighteen and one-half (18 ½) hours worked, not to exceed ninety-six (96) hours during any one (1) year of employment. In the fourth (4<sup>th</sup>) year of employment and every year thereafter, sick leave is earned at the rate of one (1) hour for each seventeen (17) hours worked, not to exceed one hundred four (104) hours during any one (1) year of employment. At the option of the employee, sick pay may be used when sick, carried over as an accumulation not to exceed twenty-five (25) days, or cashed in at the employee's regular rate of pay after his/her anniversary date annually. Employees will be required to provide notice of their intention to cash in sick days within fourteen (14) days of their employer's notice of unused days available. Sick pay may be cashed in only in the year in which it is earned.

Section 11.3 – Dishonesty in the application of sick leave shall be cause for dismissal.

Section 11.4 – A physician's certificate of illness is required for any sick leave of three (3) or more consecutive days to return to work.

### **ARTICLE XII – HOLIDAYS**

Section 12.1 – At the discretion of the Employer, insofar as it is practical, an employee not necessary to the operation of the nursing home shall not be required to work on the following holidays (or days celebrated as such): New Year's Day, Martin Luther King, Jr. Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and the employee's birthday. Holidays shall be rotated as evenly as possible on the basis of current practice.

A sign-up sheet will be posted sixty (60) days before the Christmas holiday in each department and will remain up for thirty (30) days. After thirty (30) days it will be removed. The employees will indicate their first and second choice for Christmas Eve and Christmas Day; the

employees will also indicate their first and second choice for New Year's Eve and New Year's Day. Requests for these days will be granted on the basis of current practice and seniority will prevail as a deciding factor. If an employee request the above holidays off once the sign-up sheet is removed, he/she may not exercise seniority and approval will be granted on a first-come, first-served basis.

Section 12.2 – The compensation for holiday pay for regular full-time employees shall be eight (8) hours of pay for those not required to work (or 7.5 hours for those full-time employees regularly scheduled and working 7.5 hours per workday). Part-time employees shall receive prorated holiday pay pursuant to section 17.2 of this Agreement.

All employees, full-time and part-time, required to work the holiday shall receive double time for all hours actually worked. This double time will consist of the regular hourly pay plus the holiday pay. Effective no later than sixty (60) days after April 3, 2014, all night shift employees' holiday starts on the eve of the holiday, and ends at the start of the night shift on the day of the holiday.

Any employee working less than eight (8) hours on the holiday will receive double time for all those hours, but the double time will include his or her hours of holiday pay. If the hours of holiday pay are more than the hours worked, he or she will be paid those hours of holiday pay more than the hours worked in addition to pay for hours worked. Employees in overtime status will receive two and one-half (2 ½) times their pay and this includes holiday pay, the straight time rate and the overtime premium.

When the Employer is given two (2) weeks advance notice in writing, the employee may request the option of being scheduled for an alternate day off, without pay, in lieu thereof if the employee worked the holiday.

Section 12.3 – If a holiday falls during an employee's vacation, or on a regularly scheduled day off, another pre-arranged day may be taken within thirty (30) days of the holiday. Under these circumstances, the employee must request said alternate day off from the Employer in writing at least two (2) weeks prior to the holiday in question.

Section 12.4 – An employee must work his scheduled shift prior to and after the holiday to qualify for holiday pay, unless he/she has an excusable absence. An employee scheduled to work must work the holiday to qualify for holiday pay.

Section 12.5 – An employee on an unpaid leave of absence shall not be entitled to any holiday pay for a holiday falling within the unpaid leave of absence.

Section 12.6 – Full-time employees will receive two (2) personal days with full pay each year. (Part-time employees will receive prorated pay). One (1) personal day is to be used during the first six (6) months of the anniversary year, and the second personal day during the last six (6) months of the anniversary year. If the personal days are not used they will be paid with the first paycheck following the employee's anniversary.

Section 12.7 – After eight (8) years of continuous service, a third (3<sup>rd</sup>) personal day will be available to employees. After fifteen (15) years of continuous service, a fourth (4<sup>th</sup>) personal day will be available to employees. These personal days may be taken at any time during the anniversary year with the approval of the Employer.

Section 12.8 - An employee may substitute a holiday that is in accordance with his/her religious beliefs for any of the above holidays.

**ARTICLE XIII – VACATIONS**

Section 13.1 – All employees covered by this Agreement shall, upon completion of continuous service for the periods hereafter specified, become entitled to annual vacation with pay for the period indicated herein. Number of hours of each vacation is to correspond with the average hours regularly worked per week/day. Vacation pay will be paid on the employee’s regular payday unless the employee has submitted a written request to the contrary at least four (4) weeks prior to commencement of his/her vacation. The vacation sign-up book will be at nurses’ station one for nursing and at the department manager’s office for all other departments.

<u>Years Completed Continuous Service</u>	<u>Weeks Vacation Earned</u>
One (1) Year	One (1) Week
Two (2) Years	Two (2) Weeks
Five (5) Years	Three (3) Weeks
Ten (10) Years	Four (4) Weeks

Section 13.2 – If a holiday, as set forth in Article XII, occurs during an employee’s vacation period, he/she may have his/her vacation period extended an additional day, or may have an additional day scheduled off at the convenience of the Employer and employee.

Section 13.3 – Vacations shall be granted on the basis of total seniority within a given department, provided employees exercise such rights during the sign-up periods listed in this Section. An employee who submits his/her vacation request after the below dates is not automatically precluded from taking a vacation during the applicable period, but is subject to departmental staffing and may not exercise seniority. Approval will be granted on a first-come, first-served basis, staffing permitted.

<u>Employee Requests By:</u>	<u>For Vacation Scheduled During:</u>	<u>Approval By Dept. Manager:</u>
November 15 <sup>th</sup>	January 1 – April 30	December 1
March 15 <sup>th</sup>	May 1 – August 31	April 1
July 15 <sup>th</sup>	September 1 – December 31	August 1

Section 13.4 – Vacations must be taken within the twelve (12) month period following their eligibility date, as outlined in Section 13.1 above

**ARTICLE XIV –BEREAVEMENT LEAVE**

Section 14.1 – A leave not to exceed three (3) days shall be granted to the employee for the purpose of attending the funeral, celebration of life service, memorial service or any other similar service of his/her father, mother, sister, brother, spouse, domestic partner, child, stepfather or stepmother, grandparent or grandchild.

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

Section 14.2 – Three (3) days of leave will be granted for the purpose of attending the funeral, celebration of life service, memorial service or any other similar service of a mother-in-law, father-in-law, brother-in-law or sister-in-law.

Section 14.3 – In addition to the paid days listed in Section 14.1 and 14.2, an employee may be granted an unpaid leave not to exceed three (3) days for the death of family members listed above. An additional two (2) days unpaid leave will be granted for funerals, celebration of life services, memorial services or any other similar services requiring travel greater than two hundred fifty (250) miles one way.

Section 14.4 – A paid leave not to exceed one (1) day shall be granted to the employee for the purpose of attending the funeral, celebration of life service, memorial service or any other similar service of his/her ex-spouse in cases where there are minor children.

Section 14.5 – In the event of the death of a child, parent or sibling of a domestic partner of the employee, the employee will be allowed up to two (2) days of any and all available time he/she has accrued (i. e., vacation, personal or sick). In the event there is neither sick time nor vacation, two (2) days of banked sick time may be used. In the event there is no banked sick time available, up to two (2) days of unpaid leave may be taken.

Time off, without pay, to attend funerals, celebration of life services, memorial services or any other similar services of other family members or friends will not be unreasonably denied.

#### **ARTICLE XV – LIFE INSURANCE**

Section 15.1 – The Employer will provide life insurance in the amount of Six Thousand Dollars (\$6,000.00) for all employees who regularly work sixteen (16) or more hours per week. After three (3) years of employment, coverage will increase to Nine Thousand Dollars (\$9,000.00); after six (6) years of employment, coverage will increase to Twelve Thousand Dollars (\$12,000.00).

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

Section 16.1 –The Employer will have the right to discharge, suspend or discipline any employee for just cause. The Union acknowledges the disciplinary procedure(s) set forth in the Employee Handbook (dated July 2015).

Section 16.2 – [SECTION INTENTIONALLT DELETED]

Section 16.3 – A two (2) week written notice of resignation must be submitted prior to the ending of employment.

Section 16.4 – The Employer shall discipline within seventy-two (72) hours of the event giving rise to the discipline or within seventy-two (72) hours of notice of such event, whichever shall occur later. The time limits specified shall be deemed exclusive of Saturday, Sunday, holidays and the employee’s scheduled days off. These time limits may be waived upon request. Such request shall not be unreasonably denied.

Section 16.5 – Employees will be paid for vested unused sick leave, vacation and personal days upon termination. Those employees terminated for just cause will not receive unused sick leave. In the event an employee dies, said payment will be paid to the employee’s estate.

Section 16.6 – If any disciplinary action is taken against an employee, a Union Coordinator will receive copies of the disciplinary action within forty-eight (48) hours of the issuance of the

disciplinary action. Upon request, the Union Coordinator shall be provided use of the Employer's facsimile machine for the sole purpose of forwarding said disciplinary actions to the Union. Such request shall not be unreasonably denied.

Section 16.7 – When an employee works twelve (12) consecutive months without receiving a written discipline or eighteen (18) months in the case of verbal abuse, sexual harassment or willful inconsiderate care, all previous notices shall not be used against the employee in any further disciplinary action and shall be removed from the file.

### **ARTICLE XVII – GENERAL PROVISIONS**

Section 17.1 – The Employer will provide one (1) bulletin board which will be used for the purpose of posting proper Union notices. The bulletin board will be placed conspicuously and at a place readily accessible to the workers in the course of employment (i.e., break room). Official Union notices containing no inflammatory/derogatory comments may be posted.

Section 17.2 – Regular part-time employees shall receive pro-rated benefits based on the average number of daily hours the employee actually works. Regular part-time employee is defined as an employee who regularly works sixteen (16) hours or more per pay period but fewer than seventy-six (76) hours per pay period for the purposes of calculating benefits only.

Section 17.3 – The Employer shall give the Union written notice of its intention to establish any new classification within the scope of the bargaining agreement. Upon receipt of said notice, the parties will immediately negotiate the wage rate therefore, and upon reaching an agreement as to said wage rate, the new classification and wage rate therefore will be incorporated into this Agreement and made a part thereof.

Section 17.4 – Where the state law and/or facility policy require each employee to have a physical examination by a licensed physician prior to commencing employment or annually thereafter, the Employer will pay the entire fee if a physician designated by the facility conducts the examination. A TB skin test is also required prior to employment and a hepatitis series of shots must be offered to direct care employees prior to completing the probationary period with both at no expense to the employees, and annually thereafter. In situations where medical evidence dictates against the use of a skin test, a chest x-ray may be substituted at a location chosen by the Employer. The appropriate certification must be completed and signed by the designated physician or medical director before the employee will be allowed to begin work.

Section 17.5 – When the Employer request that employees attend mandatory in-services, the employee will be paid for actual time spent, at straight time, with a one (1) hour minimum. When employees are scheduled for an in-service during regularly scheduled time off, time spent (one (1) hour minimum) will be paid at one and one-half (1 ½) times the employee's normal hourly rate. Employees will be encouraged to attend in-services during scheduled work time whenever possible. Notice of mandatory in-services will be posted at least seven (7) working days in advance, except in emergency situations (i. e., regulatory). If the Employer fails to post the notice seven (7) working days in advance, no employee shall be disciplined for not attending the in-service. Employees who have not been at work within this seven (7) day period would be allowed to make up the in-service, without discipline, within thirty (30) calendar days.

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

Section 17.6 – Starting and ending times of work shifts will not be permanently changed without two (2) weeks notice to the Union.

Section 17.7 – An employee shall neither lose nor accrue seniority when on layoff.

Section 17.8 – The Employer shall have available job descriptions, subject to change, for each classification in the bargaining unit. The Union will be provided copies of these new job descriptions when changes are made and at least fourteen (14) days in advance of the new duties being assigned. New employees will be provided a copy of their job description in orientation.

Section 17.9 – Vending machines shall be made available for employees.

Section 17.10 – Any reference to the work “he,” “her,” “his” or “hers” is applicable to both the male and female sex.

Section 17.11— Whenever the term “business day(s)” or “work day(s)” is referenced in this agreement, a “business day” or “work day” is defined as a day other than Saturday, Sunday or a holiday recognized by this Agreement. A “calendar day” or other day is any day of the week, Sunday through Saturday.

Section 17.12 – Where any reorganization of staff, introduction of new methods or changes in staff responsibilities are being considered, the Employer agrees that the affected employee or employees will be informed as reasonably early as possible. Notification will be given to the affected employees, the Union and the Employer prior to implementation of these changes.

Section 17.13 – A mentoring bonus of seventy-five cents (\$0.75) per hour will be given to individuals from each department who will be selected by management and assigned on a specific schedule for mentoring new employees. No family member will mentor another family member.

Section 17.14 – The Company agrees to provide a 401(K) plan under exactly the same terms as other Company employees not covered by this Agreement as described in the brochure, “You Win Plan.”

Section 17.15 – The Company agrees to allow employees under this Agreement to participate in a Section 125 Plan which allows employees to pay for health premiums or employee contributions for health plans or child care on a pretax basis under exactly the same plan and terms as other employees not covered by this Agreement which is described as the “Smart Plan.”

Section 17.16 – The Employer and the Union agree to abide by all provisions of the State and Federal Family Medical Leave Acts.

Section 17.17 – Employees prevented from reporting to work due to emergency weather conditions which affect the entire facility will not be considered to be absent or tardy if they telephone the facility and report their inability to come to work on time.

Section 17.18 - This Agreement reached as the result of collective bargaining represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. Any supplemental amendments to this Agreement or past practices shall not be binding on either party unless executed in writing by parties hereto.

Section 17.19 - The Employer reserves the right to implement certain bonuses, incentives, premiums, etc.; provided, however, the Employer and the Union shall first mutually agree. The Employer reserves the right to terminate said bonuses, incentives, premiums, etc.

Section 17.20 - The Employer shall observe all applicable health and safety regulations and will take reasonable steps necessary to assure employee health and safety. Should any employee become aware of conditions he or she believes to be unhealthy or dangerous to the health and safety of employees or residents, the employees shall report the condition to his or her supervisor. All unsafe or unhealthy conditions shall be remedied as soon as practicable. An employee shall not be disciplined for refusing to perform job duties that are serious safety hazards. For the purposes of this section, “serious safety hazards” shall be defined by Centers for Disease Control and Prevention guidelines and pursuant to the Employer’s policies.

### **ARTICLE XVIII – UNIFORM ALLOWANCE**

For each year of this Agreement, the Employer agrees to apply the following uniform policy:

Section 18.1 – For employees who regularly work an average of thirty (30) or more hours per week, the Employer will provide to the employee three (3) uniforms, consisting of a top and a bottom each. Two (2) uniforms will be provided in January and one (1) will be provided in June. Employees may purchase additional uniforms at their own expense from outside vendors as long as the uniforms follow the uniform policy.

Section 18.2 – For employees who regularly work less than thirty (30) hours per week, the Employer will provide to the employee one (1) uniform in January and one (1) uniform in June.

Section 18.3 – Upon completion of the probationary period, the employee will be provided with one (1) uniform for part time and two (2) uniforms for greater than thirty (30) hours per week. The next uniform will be provided on the above cycle of January and June if the probationary period uniform has been greater than four (4) months. If less than four (4) months they will skip one (1) uniform and begin their rotation with the next scheduled uniform whether January or June.

Section 18.4 – A “uniform” is defined as either the dress or a top and bottom but does not include shoes.

### **ARTICLE XIX – HEALTH INSURANCE**

Section 19.1 – During the term of this Agreement, the Employer agrees to make available its “Basic 50” Plan to eligible full-time employees. If any employee chooses not to enroll in said plan when coverage is first available, they will be required to wait until the next open enrollment period unless otherwise required by law, consistent with the requirements of said plan. Consistent with the “Basis 50” plan offering to the Employer’s non-union employees in comparable classifications in Wisconsin facilities, the specific benefits of the plan occasionally are changed or modified, including the total monthly premiums of said plan. In the event such changes occur during the life of this Agreement, the Employer shall provide the Union with sixty (60) days notice of said changes; provided, however, the Employer need not seek the Union’s prior agreement nor will such changes be subject to the grievance procedure. Part-time employees are not eligible for health insurance coverage.

Section 19.2 - The Employer shall contribute seventy-five percent (75%) of the total monthly premium (excluding any surcharge) for the Basic 50 Plan.

Section 19.3 - Dental and Vision insurance shall be made available to full-time and part-time employees in the same manner as offered to the Employer’s non-union employees in comparable

classifications in Wisconsin facilities. The employee is responsible for 100% of the total monthly premium for both dental and vision coverage.

**ARTICLE XX – MANAGEMENT RIGHTS**

Section 20.1 – The Employer has the sole and exclusive right to determine the number of employees to be employed, the duties of each of these employees, the nature and place of their work, whether or not any of the work will be contracted out as long as the contracted work shall not dissipate the classification, and all other matters pertaining to the management and operation of the nursing home.

**ARTICLE XXI – WAGES**

Section 21.1 – Minimum Rates Effective first full pay period in January 2017 except for CNAs the effective date is March 21, 2016:

C.N.A.	Dietary Aide	Cook	Maintenance	Other Aide
\$12.10	\$9.00	\$10.50	\$12.00	\$9.00

All Non-CNA employees will receive the greater of the start rate above or a 2.25% increase in pay effective the first full pay period in January 2017.

Section 21.2 – Effective March 21, 2016, CNA New Hires will receive the greater of either the start rate or 90% of a current employee’s wage rate with the same years of experience. Effective with the first pay period in January 2017, CNA New Hires will receive the greater of either the start rate or, with verified prior experience as a CNA, \$0.50 less than the lowest paid current employee with the same years of service at the facility.

Section 21.3 – Wage Increases:

All Non-CNA employees will receive the greater of the start rate above or a 2.25% increase in pay effective the first full pay period in January 2017.

All CNAs with at least ten (10) or more years of service as of 12/31/16 will receive a 2.25% increase in pay effective upon the first full pay period in January 2017.

All Employees shall receive across the board pay increases based on the following in the first full pay period following the dates listed below:

- July 1, 2017: 1.25%
- January 1, 2018: 1.25%
- July 1, 2018: 1.25%
- January 1, 2019: 1.25%

Med Tech – All CNAs working as Med Techs will be paid \$1 per hour above their CNA rate for all hours worked as a Med Tech.

A shift differential of \$0.50 per hour will be paid for certified nursing assistants on second and third shifts.

All employees working a weekend shift shall receive a twenty-five cent (\$0.25) shift differential; provided, however, there shall be no pyramiding of shift differentials.

Section 21.4 – Raises in start rates shall be applied to all employees at the time such raises take place. It is agreed that no current employee will earn a rate less than the rate paid to newly hired employees with the same level of experience. For former union employees of the Beloit facility who were discharged and are being rehired, a new starting rate must be agreed upon by the Union.

Section 21.5 – A longevity bonus will be paid as a lump sum payment, one time payment only, according to the following schedule:

<u>Upon Completion of:</u>	<u>Amount of Bonus</u>
4 years of service	\$100.00
9 years of service	\$150.00
14 years of service	\$200.00
19 years of service	\$250.00
24 years of service	\$300.00
30 years of service	\$400.00

Section 21.6 – Employees who have perfect attendance for three (3) continuous months will receive a twenty-five dollar (\$25.00) cash bonus, and every three (3) months thereafter with continuous perfect attendance. Upon completion of the fourth quarter after perfect attendance for one (1) year, an additional twenty-five dollar (\$25.00) or total of one hundred twenty-five dollars (\$125.00) for one (1) year; on completion of the eighth quarter after perfect attendance for two (2) years, and additional fifty dollars (\$50.00) for the second year or a total of one hundred fifty dollars (\$150.00) for the second year; on completion of the twelfth quarter after perfect attendance for three (3) years, and additional one hundred dollars (\$100.00) for the third year or a total of one hundred seventy-five dollars (\$175.00) for the third year.

### **ARTICLE XXII – JOB POSTING**

Section 22.1 – Job openings covered by this Agreement will be posted on the bulletin board for a period of five (5) calendar days. Non-probationary employees shall be permitted to bid on job openings where they are qualified. The most senior qualified employee applying for this position shall be awarded the position.

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

Section 23.1 – In the event of a layoff of employees or a reduction of hours, the Employer shall communicate a complete list of proposed layoffs or hours reductions to the Union and its representatives at the Home, and set up a meeting with the Union prior to taking any action.

A. In the event it becomes necessary to lay off employees, bargaining unit seniority shall be the governing factor. In the case it becomes necessary to reduce hours, seniority within the affected classification shall be the governing factor; in the event that two (2) or more employees have identical seniority, ability to perform may be considered.

B. The same criteria shall be applied in the reverse order to recall and for restoration of hours. If an employee fails to return to work within five (5) days after certified mail written notification of recall, he/she shall lose all his/her rights.

Section 23.2 – An employee being considered for layoff shall be given a two (2) week written notice if possible. Written notice that an employee has been laid off consistent therewith shall be given to the Union.

Section 23.3 – In the event that it becomes necessary to temporarily reduce hours shift-to-shift based on daily census fluctuations, it shall be by shift within the affected classification as follows:

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

The Employer shall communicate to the Work Site Leader on a daily basis the employees affected and the hours that have been reduced.

#### **ARTICLE XXIV – JURY DUTY**

Section 24.1 – A leave of absence will be granted to employees who are summoned for jury duty. Non-probationary employees will be paid the difference between their regular pay and the fee received for jury duty where jury duty falls on scheduled workdays. Paid jury duty leave will not exceed twenty-one (21) days excluding weekends. Employees who do not put in a full day of jury duty must report to work when released for the day if at the time of release four (4) or more hours remain in the scheduled day.

#### **ARTICLE XXV – RESPECT AND DIGNITY**

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

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

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

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

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

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

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

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

#### **ARTICLE XXVI – TERM**

Section 25.1 – The Employer and the Union agree that the provisions of this Agreement shall be in effect from July 1, 2016 through June 30, 2019, unless otherwise specified herein. This contract shall renew itself automatically on its expiration day, for one (1) year term annually thereafter on the anniversary date, provided that neither party serves notice to the other that a new Agreement and contract are desired. The time for such notification shall be not later than ninety (90) days prior to the initial date of expiration or succeeding anniversary date thereof.

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 7th day of July, 2017.

FORTIS MANAGEMENT GROUP LLC  
d/b/a Beloit Health & Rehabilitation Center

BY:

 7/5/17

SEIU HEALTHCARE WISCONSIN

BY:

  
Dian Palmer, President

BY:

  
Bonita M. Strauss, Project Director Emeritus

BY:

  
Marjorie Jerry, Bargaining Team Member

BY:

  
Julie Bass, Bargaining Team Member