



***SEIU***Healthcare®  
United for Quality Care

**AGREEMENT BETWEEN**

**OVATION JEWISH HOME,  
Milwaukee, WI**

**AND**

**SEIU HEALTHCARE WISCONSIN**

**July 1, 2017 to June 30, 2021**

## TABLE OF CONTENTS

	Preamble .....	1
ARTICLE 1	Recognition of the Union .....	1
ARTICLE 2	Management Rights .....	1
ARTICLE 3	Strike and Lockout .....	2
ARTICLE 4	Status of Employees .....	3
ARTICLE 5	Seniority, Continuous Service and Layoff .....	4
ARTICLE 6	Rest Period, Reporting Pay and Hours of Work .....	6
ARTICLE 7	Holidays .....	7
ARTICLE 8	Leaves of Absence .....	8
ARTICLE 9	Sick Leave .....	9
ARTICLE 10	Bereavement Leave .....	10
ARTICLE 11	Vacations .....	11
ARTICLE 12	Insurance and Pensions .....	12
ARTICLE 13	Wages and Overtime .....	13
ARTICLE 14	Union Matters .....	14
ARTICLE 15	Discharge and Discipline .....	16
ARTICLE 16	Adjustment of Grievances .....	17
ARTICLE 17	General .....	19
ARTICLE 18	Mutual Respect and Obligations .....	20
	Appendix A .....	22

## AGREEMENT

THIS AGREEMENT, effective the 1st day of July, 2017, between OVATION JEWISH HOME, Milwaukee, Wisconsin, herein referred to as the "Home", and SEIU HEALTH CARE WISCONSIN, herein referred to as the "Union".

In consideration of the mutual promises herein contained, the parties agree as follows:

### ARTICLE 1

#### Recognition of the Union

Section 1. The Home recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all regular full-time and regular part-time employees of the Home at its Milwaukee, Wisconsin facility, but excluding cooks, retired personnel, part-time sheltered workshop aides, registered nurses, licensed practical nurses, office employees, temporary, residents, confidential and professional employees, guards and supervisors, as defined in the National Labor Relations Act, as amended.

### ARTICLE 2

#### Management Rights

Section 1. The Home retains all rights and prerogatives necessary or proper to manage and operate the nursing home, including, but not limited to, the right to direct the work force and assign work to the extent permitted by law, hire, transfer, determine work schedules, prescribe and enforce reasonable rules, layoff for lack of work, determine the type, quantity and quality of services to be provided and the schedules and methods for providing such services provided that the Home's authority under this Section shall be subject to any other provision of this Agreement specifically limiting or qualifying such authority. Nothing in this Agreement shall abridge or otherwise affect the Home's prerogative to utilize volunteer workers to any extent necessary or helpful to the Home's operations.

Section 2. Notwithstanding anything else herein contained, the Home may perform all acts or do whatever may be necessary or proper to comply with any federal or state laws, regulations, or rules which regulate or which are applicable to the Home, its employees, or its operations, or to comply with any instructions

or directions given by any examiner or any other person pursuant to any such law, regulation or rule.

Section 3. Any employee shall be subject to termination, without cause, at the option of the Home during his probationary period. The probationary period shall be ninety (90) calendar days for a part-time employee, ninety (90) calendar days for full-time Certified Nursing Assistants and shall be sixty (60) calendar days for any other full-time employee, provided, that the probationary period for any other full-time employee may be extended to ninety (90) calendar days upon mutual agreement between the Home and the Union.

Section 4. The Home shall have the authority to contract out work except for the purpose of undermining the Union. Where such contracting out causes a reduction in the work force, a displaced employee shall be transferred to fill a vacancy, if any, for which he is qualified. If no vacancy exists, the displaced employee may exercise his rights under Article V (Seniority) of this Agreement.

Section 5. The Home shall have the authority to search all packages going in and out of the Home for security purposes. Refusal of such a request will be brought to the attention of the proper authorities.

Section 6. Employees covered under this Agreement shall not be required to perform security functions within the parking structure or outside the building.

### ARTICLE 3

#### Strike and Lockout

Section 1. Since arbitration is provided for grievances and since the procedures of the Wisconsin Employment Relations Commission and the National Labor Relations Board are available for claims of unfair labor practices, and negotiations on matters not covered by this Agreement are to be deferred until the expiration of this Agreement, the Union shall not call or sanction any strike, work stoppage, slowdown or sabotage during the term of this Agreement nor shall the Home engage in any lockout of employees covered by this Agreement. Furthermore, no employee shall engage in any strike, work stoppage, slowdown or sabotage and any employee who engages in any of these in violation of this Section during the term of this Agreement shall be subject to discipline, including discharge. The Union shall take all reasonable action to terminate any strike, work stoppage, slowdown or sabotage.

Section 2. In the event this Agreement expires and the Union and the Home have not agreed upon the terms and provisions of a new agreement, the Union shall not initiate, condone or participate in any strike, slowdown or other work stoppage without first giving the Home written notice at least ten (10) days in advance as to the date and time any such strike, slowdown or other work stoppage will commence. The Union shall be liable for any damages, liabilities, expenses or other costs incurred by the Home or any of its officers, board members or employees arising because of the Union's failure to give such notice. This Section 2 shall remain in effect notwithstanding the expiration of the other provisions of this Agreement.

#### ARTICLE 4

##### Status of Employees

Section 1. Full-time employees are those who regularly work thirty-seven and one-half (37½) hours per week. Regular part-time employees with benefits are those regularly working less than thirty-seven and one-half (37½) hours per week but at least twenty-two and one-half (22½) hours per week.

Section 2. Benefits for full-time employees hired prior to June 1, 2008, will be based on a forty (40) hour workweek and benefits for full-time employees hired after that date will be based on the thirty-seven and one-half (37½) hour workweek.

Section 3. All employee benefits are prorated according to the average number of hours worked (see following prorating chart). Employees who continuously miss scheduled work days will receive prorated benefits at a lower rate.

##### EMPLOYEE BENEFIT PRORATING CHART

<u>Weekly Hours in Paid Status</u>	<u>Hours of Benefits Earned</u>
37.5+ Hours	8 Hours
35-37.5 Hours	7 Hours
30-34 Hours	6 Hours
22.5-29 Hours	5 Hours

This Prorating Schedule is applicable to all employees, Union and non-Union.

This chart is applicable to all benefits that are based on hours of paid status to include, but not limited to, vacation, holiday, sick and bereavement leave.

Section 4. Regular part-time employees who work less than twenty-two and one-half (22½) hours per week shall be limited

hour employees and shall not be eligible for benefits except that regular part-time employees who work between 15 and 22½ hours per week shall receive four hours holiday pay for each of the six legal holidays. Limited hour employees shall be given preference over new hires for regular part-time and regular full-time openings, based upon qualifications and work experience. However, regular part-time employees with benefits shall have preference over limited hour employees for regular full-time openings.

## ARTICLE 5

### Seniority, Continuous Service and Layoff

Section 1. An employee shall have institutional seniority from his last date of hire provided that seniority shall not be broken by an authorized leave of absence of ninety (90) days or less, or layoff or absence by reason of sickness or injury for a period of six (6) months or less.

Section 2. Continuous service for an employee shall be his institutional seniority less any periods of non-compensable time such as personal leave of absence, layoff or other non-compensable absence, except family and medical leave, in excess of thirty (30) days which does not cause a break in seniority.

Section 3. (a) Promotions to another job classification shall be determined on the basis of ability, experience and personnel record at the Home, with seniority governing where qualifications are relatively equal. The final decision, based on a trial period, is reserved to the Home provided the decision is not arbitrary or capricious. The trial period shall be (a) sixty (60) days for part-time employees, (b) sixty (60) days from the date the training period is completed for Nursing Assistants, and (c) thirty (30) days for all other full-time employees; provided, that the trial period for any employee may be extended for an additional thirty (30) days upon mutual agreement between the Home and the Union. An employee not satisfying his trial period shall be returned to his former or a comparable job classification. An aggrieved employee who feels that the Home has violated this Section may file a grievance under Article XIV which shall be handled in accordance with such Article.

(b) The Home agrees to post all permanent openings for a period of five calendar days to include a weekend. Postings shall appear on bulletin boards where employees normally obtain personnel related information. The postings shall include the job title, number of hours normally scheduled per pay period, shift, weekend work requirements, procedure for submitting application and the date posting period begins and ends.

Section 4. It is recognized that layoffs for lack of work have not occurred at the Home. However, in the event of any such layoff in a job classification, seniority shall be followed provided that a part-time employee may be laid off if he is unwilling to work available full-time hours. At least one (1) week's notice shall be given to an employee prior to layoff and an employee shall give at least one (1) week's notice of his intention to quit. Recall from layoff shall be by inverse order of layoff.

Section 5. The Home will maintain seniority lists which shall be available for inspection at reasonable times by a Union representative.

Section 6. Seniority shall prevail in temporary work assignments to another job classification in the case of staffing needs. Consistent with good patient care and in case of staffing shortages, temporary or float assignments of nursing assistants shall be on a voluntary basis or on a rotation basis which balances these temporary or float assignments among the nursing assistants on the floor.

Section 7. Where six (6) or more beds are empty the Employer may reduce the normal hours of work for employees in any classification provided that full-time employees shall not be reduced to less than a thirty-seven and one-half (37½) hour normal workweek. If less than all of the employees in a classification are reduced, the reduction shall be by seniority in the classification. If additional reduction of hours is necessary, layoffs shall be used. A full-time employee who is reduced in hours shall continue to receive benefits based on a forty (40) hour normal workweek. [The preceding sentences are applicable only for employees working more than thirty-seven and one-half (37½) hours per week.] The renovation having been completed, the Home may continue a thirty-seven and one-half (37½) hour normal workweek.

Section 8. Permanent transfers (not including daily assignments) within a classification to another shift or floor assignment, shall be prioritized first by date of receipt of request and then by seniority. Qualified employees bidding to transfer within their classification will be given preference over applicants from outside the classification.

## ARTICLE 6

### Rest period, Reporting Pay and Hours of Work

Section 1. Any employee reporting for scheduled work shall receive a minimum of four (4) hours if a full-time employee or, two (2) hours if a part-time employee, of work or pay at straight-time rates unless notified in advance not to report for work.

Section 2. Each employee shall have one (1) fifteen (15) minute rest period per shift to be taken at such time as the Home shall determine. If the employee is unable to take a break at the scheduled time due to work duties, the Home shall provide the break later in the shift.

Section 3. Each employee shall be notified as to his work schedule for the week, including days and hours, not later than Friday of the two weeks preceding week to be worked. The Home may not change an employee's work schedule without the employee's consent except by reason of an emergency or where thirty-six (36) hours' advance notice is given.

Section 4. The Home operates twenty-four (24) hours per day, seven (7) days per week. Employees must work scheduled hours including weekends and holidays, provided, however, the Home shall continue its policy of making a reasonable effort, consistent with the needs of the Home, to give employees two (2) weekends per month off. Employees who have at least twenty (20) years of bargaining unit seniority as of July 1, 2019 shall not be required to work more than one weekend a month or more than one holiday a year.

Section 5. The Home shall promptly give notice of open shifts by text, electronically (e.g., When To Work) or otherwise. Open shifts shall first be given to those employees who have clearly expressed a preference for such work. Priority for open shifts shall be based on availability at straight time rates. If insufficient employees are available at straight time rates, overtime will be scheduled by seniority rotation among available employees who have clearly expressed a preference for such work. Employees may pick up open shifts by giving notice in a manner prescribed by the Home.

Section 6. Each employee who works six (6) hours or more is required to take a 30 minute lunch break in accordance with Federal regulations. Each employee may be required to clock out or otherwise record their time for all breaks and lunches as directed by management.

Section 7. The Union and the Home agree in principle to rotating "float" assignments so that these assignments are shared



equitably. To more effectively enforce the rotation of "float" assignments, it is understood,

- (a) Exceptions will be substantially eliminated except that employees with 20 or more years service shall rotate half as often as other employees on their regularly scheduled shift. (Not applicable to extra hours.)
- (b) Part-time employees shall not be given preference over full-time employees.
- (c) Employees working overtime or extra shifts shall not be given preference over regularly scheduled employees.

Both parties recognize that full implementation of these understandings depends upon successful implementation of the CNA pool.

## ARTICLE 7

### Holidays

Section 1. Subject to the conditions enumerated below, each full-time employee and benefit eligible part-time employee shall be paid at his straight-time hourly rate for each of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and three (3) personal days. Martin Luther King's birthday shall be scheduled in the same manner as the aforementioned legal holidays; however, it shall not be a paid holiday.

Section 2. Eligibility for holiday pay will be based upon the following:

(a) Each new employee must complete his probationary period prior to becoming eligible for holiday pay benefits.

(b) Employees must work the full regularly scheduled work day immediately prior to and the full regularly scheduled work day after the holiday unless absent by reason of proven illness, a death in the immediate family, or the absence has been expressly approved by the Home, which approval shall not be unreasonably withheld. Where a day off is given in lieu of a holiday, the scheduled day before and after the alternative day off must be worked to obtain holiday pay.

(c) Each personal day shall be taken on a day mutually agreed upon in advance between the Home and the employee; however, personal days may be used for emergencies and one week notice to the Home need not be given. Further, personal days may

be accumulated as sick days, but may not otherwise be carried over to the following year.

Section 3. If a holiday falls within an employee's scheduled vacation, such holiday shall not be considered as part of his vacation period. The employee shall receive holiday pay or be given an additional day off in lieu thereof as mutually agreed upon by the Home and the employee.

Section 4. The Home will require any employee to work three (3) holidays a year. An employee will work the next unscheduled holiday for any holiday missed unless absent for substantiated medical reasons. In lieu of the holiday, an employee who works on a holiday shall, at his option, either be paid his holiday pay in addition to his regular pay or shall be given a day off, such day off to be mutually agreed upon by the Home and the employee. Holidays shall be scheduled using A and B lists in a manner consistent with weekend scheduling and which are rotated annually. (I.e., an employee on the A list one year is on the B list the next year.) Provided, however, prior to April 1 employees with at least ten (10) years seniority may select their three (3) holidays so long as at least one holiday is a major holiday (Thanksgiving, Christmas, New Year's). If a selection is not made by April 1, the employee shall be given open holiday shifts on either the A or B list. Employees who have at least twenty (20) years of bargaining unit seniority as of July 1, 2019 shall only be required to sign up for one major holiday per year.

## ARTICLE 8

### Leaves of Absence

Section 1. All leaves of absence will be considered in accordance with current State and Federal laws without pay.

Section 2. (a) An employee may request, in writing, a personal leave of absence. The Home may, in its sole discretion, grant such a request for such period of time as the Home deems appropriate provided, such request shall not be unreasonably denied.

(b) Upon at least two (2) weeks advance request, up to two (2) employees shall be granted unpaid leaves to attend Union (SEIU) conventions (not to exceed seven (7) days in a year for either employee) and up to four (4) employees shall be granted unpaid leaves to attend Union (SEIU) conferences or training (not to exceed two (2) days in a year for any employee) provided, in all cases, there is not an undue burden on scheduling.

Section 3. An employee returning from a leave of absence in excess of ninety (90) days shall be entitled to reinstatement

only if a position for which he is fully qualified is available. Such an employee will be given first consideration before any other person is hired.

## ARTICLE 9

### Sick Leave

Section 1. All full-time employees who have completed their probationary period shall be entitled to five (5) days' sick leave each year cumulative to sixty (60) days. Days of sick leave may be accumulated during the probationary period but may not be used until after satisfactory completion of such period. An employee's days of sick leave shall accumulate from the effective date of this Agreement at the rate of five-twelves (5/12) of one (1) day per month of continuous service in addition to days of sick leave accumulated as of the effective date but in no event shall accumulated sick leave exceed sixty (60) days. Employees shall be allowed to use accumulated sick leave to compensate for the difference between Worker's Compensation and regular salary.

Section 2. The Home shall grant unpaid leave for physical or mental disability substantiated, in case of more than three days absence, by a doctor's certificate. Unpaid leave shall apply after the employee's accumulated paid sick leave is exhausted.

Section 3. Any employee who has accumulated more than sixteen (16) days of sick leave as of December 31 of any year may elect to take additional paid vacation days, or vacation pay in lieu of vacation time equal to one-half (1/2) the number of days of sick leave in excess of sixteen (16). Any employee making such election shall be charged for one (1) day of sick leave for each one-half (1/2) day of additional time or pay taken.

Section 4. An employee whose employment with the Home is terminated by death, retirement or by other reason (except discharge for just cause) shall be paid unused, accumulated sick leave days (except sick days converted from personal days) in excess of sixteen (16) days as of the date of termination; provided that the maximum payment to any terminated employee shall be twenty-five (25) days.

Section 5. An employee absent by reason of sickness, injury or disability (which term shall be understood to include pregnancy) for three (3) or more consecutive days shall supply to the Home, upon its request, written certification from a licensed practitioner that the employee was unable to work by reason of sickness, injury, or disability. Practitioner shall mean physician, nurse practitioner or physician's assistant.

Section 6. Any employee who obtains sick leave benefits by fraud, deceit, or falsified doctor's statements, shall be subject to immediate discharge. Any employee who shall be absent for more than one (1) year due to illness, injury or disability shall lose all seniority rights and shall cease to be an employee. Nothing in this Article shall prohibit the Home from replacing an employee whose health prevents the employee from properly performing his or her duties.

Section 7. The Home shall cooperate with the Union and provide to the Union and the Union Coordinator every three (3) months the used and remaining personal days and sick leave days for each employee. In addition, the Home will make available copies of "call in" slips for bargaining unit employees which may be picked up from time to time by a designated representative of the Union.

## ARTICLE 10

### Bereavement Leave

Section 1. The Home agrees to pay all employee for necessary absence on account of death in the immediate family, up to three (3) days (pro-rated for part-time employees) at straight-time hourly rate, provided, the employee attends the funeral or other service or celebration in lieu of funeral. Up to two (2) paid days shall be provided for necessary absence for the employee to attend the funeral or other service or celebration in lieu of funeral of a grandparent, grandchild, aunt or uncle. The Home may require reasonable evidence of death in the immediate family and attendance at the funeral or other service or celebration in lieu of funeral. Attendance at the funeral or other service or celebration in lieu of funeral and proof of attendance shall not be required where the employee substantiates, by signing a form provided by the Home, there was no funeral or other service or celebration in lieu of funeral for the deceased family member.

Section 2. The term "immediate family" shall mean spouse, parent or foster parent, mother-in-law, father-in-law, child or foster child, brother, sister, step-parent or adopted or step-child.

Section 3. Employees may apply two (2) days of unused sick leave or two (2) personal days or any combination thereof not to exceed two (2) days for necessary absence on account of death in the immediate family (as defined in Article X, Section 2, above) where the funeral is outside the State of Wisconsin. Additional time off, without pay, may be granted by the Home where (1) the

funeral is outside the State of Wisconsin, and (2) the orderly operations of the nursing home are not adversely affected.

## ARTICLE 11

### Vacations

Section 1. Each full-time employee shall be entitled to a vacation with pay as herein provided. Employees who have completed one (1) year of continuous service with the Home shall receive one (1) week of vacation. Employees who have completed two (2) or more years of continuous service with the Home shall receive two (2) weeks of vacation. Employees who have completed five (5) or more years of continuous service with the Home shall receive three (3) weeks of vacation. Employees who have completed twelve (12) or more years of continuous service with the Home shall receive four (4) weeks of vacation. Vacation pay shall be based upon the employee's average hours worked (including paid absences and time lost because of illness or injury paid under Workers Compensation) during the previous year and shall be paid at the employee's straight-time hourly rate. Vacation is earned as of the employee's anniversary date and shall be taken during the twelve (12) months following his anniversary date.

Section 2. Employees may request their preference for vacation schedule subject to the Home's discretion to determine vacation schedules and how many employees in each classification, if any, may be scheduled for vacation any particular time. Prior to April 1, employees may sign up for preferred weeks of vacation and any conflicts shall be resolved by seniority including any conflicts for vacations to be taken prior to April 1. Employees scheduled for vacation based on this sign up may not be bumped after April 1 by more senior employees. After April 1, available vacation dates shall be filled on a first-come first-served basis, provided that if two or more employees submit their requests at the same time, any conflicts shall be resolved by seniority. However, scheduled vacation dates may be exchanged between employees by mutual agreement and with the approval of the department head. Employees shall be notified whether their vacation request has been approved or denied by April 15 for requests submitted before April 1 and within ten (10) calendar days for requests submitted after April 1. If the Home fails to notify an employee within ten (10) calendar days, the vacation request will be considered approved. Requests for vacation shall be submitted in the manner prescribed by the Home. Employees shall not be required to find coverage or replacements for approved vacation time.

Section 3. It is agreed employees shall have the privileges of requesting and receiving their vacation pay in advance where

the vacation occurs in the next pay period. Vacations must be earned at time of payment except that an employee with two (2) or more years of service may schedule and be paid for one week of vacation within six (6) months of this next anniversary date and shall take the balance of his vacation time after the anniversary date.

Section 4. There shall be no pay in lieu of vacation, except in unusual cases as mutually agreed on by the individual employee and Administrator with notice to the Union. However, any employee entitled to three (3) or more week's of vacation may, at the employees option, receive pay in lieu of time off for one (1) week of vacation.

Section 5. The Union and the Home may, at the request of either party, negotiate a Paid Time Off (PTO) program to replace some or all of the vacation, sick leave, funeral leave, and holiday benefits provided, however, that such benefits shall continue as provided in this Agreement if a PTO program is not mutually agreed upon.

## ARTICLE 12

### Insurance and Pensions

Section 1. (a) The insurance program generally offered to Home employees, including non-bargaining unit personnel, shall be the insurance program.

(b) The Home's contribution shall not be reduced for any grandfathered employee under the predecessor contract.

(c) Each annual renewal, increases or decreases in premium rates for the lowest cost option shall be shared 60% by the Home and 40% by the employee.

(d) The Home's insurance contribution for part-time employees shall be pro rated based on hours worked as follows:

<u>Hours Worked/Week</u>	<u>% of Full-time Contribution</u>
Less than 32 but at least 24	75%
Less than 24	0%

Provided, however, part-time employees with at least 24 hours per week who had elected single coverage as of June 30, 1993 shall continue to receive the full-time employee contribution.

(e) The Home shall provide \$5,000 group life insurance benefit to all regular full-time employees and all regular part-time employees who work at least 22.5 hours per week.

Section 2. The present pension program shall be changed to replace the across-the-board contribution with a 401(k) Plan arrangement to include the following provisions:

- Substantially the same eligibility, vesting and administration provisions as the present plan.
- To earn an employer contribution, employees must make pre-tax contributions (known as 401(k) contributions).
- The Home will make matching employer contributions according to the following schedule:

<u>Employee Pre-Tax Contribution</u>	<u>The Home's 100% Matching Contribution</u>
1% of compensation	1% of compensation
2% of compensation	2% of compensation
3% of compensation	3% of compensation
Contributions over 3%	No match

This 401(k) program, as from time to time amended or modified at the Home's discretion, shall be maintained during the term of this Agreement provided, that benefits shall not be reduced without negotiating with the Union.

### ARTICLE 13

#### Wages and Overtime

Section 1. Employees shall be paid according to the minimum wage rates set forth in Appendix A, which is incorporated herein as part of this Agreement.

Section 2. An employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate for all hours worked in excess of forty (40) hours a week. Regular hours not worked by reason of holiday shall be considered hours worked for purposes of this Section.

Section 3. Employees working a weekend shift shall receive a twenty-five cents (25¢) per hour premium for such weekend hours.

Section 4. The Home may add, delete or combine job classifications. In such case, the Home will meet with the

Union, no less than thirty (30) days in advance of the implementation of the proposed change, to discuss such change and to negotiate the pay rate of the affected job. If there is not agreement in the pay rate, the Home may implement a new pay rate and the pay dispute shall be submitted to arbitration under Article XVI. The arbitrator shall consider existing positions, pay rates, job skills and responsibilities as bench marks.

Section 5. All pay increases under the contract shall be implemented as of the first day of the payroll period beginning after the effective date for the increase.

#### ARTICLE 14

##### Union Matters

Section 1. All employees in classifications included in the bargaining unit have the right to voluntarily join the Union. Each Union member shall have the right to fully retain or discontinue their membership.

Section 2. No provision of this Article shall apply to the extent that it may be prohibited by law. In the event that law is amended to permit union security, the following provisions shall be effective: As a condition of employment, all regular full-time and regular part-time employees covered by this Agreement shall become members of the Union not later than the last day of the employee's probationary period, and shall remain members in good standing to the extent of payment of any dues or initiation fees uniformly required for all employees. The Union shall give an employee who is delinquent in dues payment at least fifteen (15) days written notice of the requirements of this section. If the employee does not pay the delinquent dues within the notice period, the Union may give written notice to the Home to terminate the employee fifteen (15) days after the Home's receipt of the Union notice if the employee has not paid the delinquent dues within this additional fifteen (15) day period.

Section 3 (a) The Home will deduct bi-weekly the Union dues and initiation fees uniformly required of Union members from the wages of each employee covered by this Agreement who provides the Home with a signed authorization form, which shall not be irrevocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner.

(b) Dues and initiation fees that are deducted shall be paid to the Union via electronic fund transfer by the end of each month. A list containing an ID number, name, amount of dues deducted, amount of initiation fees deducted and pay period date(s) covered will be provided to Union in an excel spreadsheet via electronic mail.



(c) The Union agrees to indemnify and hold the Home harmless against all suits, demands, or liabilities that may arise from or by reason of the Home's administration of this section.

(d) The Home will provide a drop box for employees to drop off signed cards for a Union representative to pick up.

Section 4. A Union Representative of the Union shall be admitted to the Home's premises, during working hours, for purposes of administering this Agreement; provided, that at no time shall such activities interfere with the orderly operation of the nursing home; and further provided, that no such Union Representative shall talk or meet with any employee while such employee is working without express permission by the Administrator or designated representative.

Section 5. The Home agrees to deduct from the employee's pay a contribution to the Committee on Political Education (COPE) provided the Employer has received voluntary signed authorization for such a deduction. COPE deductions shall be forwarded to the Union via electronic fund transfer within the month for which they are deducted. A list containing an ID number, name, amount of COPE deducted and pay period date(s) covered will be provided to Union in an excel spreadsheet via electronic mail.

Section 6. A Union representative shall be allowed thirty (30) minutes to make a presentation, present packets, and answer questions for new employees at the end of the employee's initial orientation or such other time mutually agreed upon. If the Union representative is employed by the Home, the representative shall be paid.

The Home shall notify the Union at least one week in advance of such orientation sessions and include an electronic list of the names of employees who will be attending the orientation, their hire date, department, job classification, and full-time equivalent status.

Section 7. The Home agrees to provide bulletin boards for posting of meeting notices and other Union matters inside the cafeteria (breakroom) and in the basement by the garage. The Union will have materials posted on the board reviewed and approved by the Home prior to posting. Cost of the bulletin board to be born by the Union. Size and specific location to be approved by the Home.

Section 8. The Home shall on a monthly basis, furnish the Union and the Union Coordinator by electronic mail (or other

agreed upon means) with a bargaining unit list in an electronic spreadsheet giving an ID number, last name, first name, home street address, home city, home zip, home phone number (if known), cell phone number (if known), alternate phone number (if any), home email address (if known), work e-mail address, full-time equivalent status, department, job classification, rate of pay, seniority date and last date of hire.

Section 9. Subject to the capability of the payroll system, vacation time, sick leave, and personal days status shall be recorded on employee pay stubs.

Section 10. The Home and Union shall meet at mutually agreeable times and discuss staffing, extra hours, communication, meal and break plans, turnover, agency staff and other areas of concern. Either party may call a Labor Management Meeting.

## ARTICLE 15

### Discharge and Discipline

Section 1. The Home may discharge, suspend or otherwise discipline for just cause any employee who has satisfied his probationary period, subject to the grievance procedure. The Home shall notify any employee disciplined and the Union as to the reasons for such discipline. Any discipline not issued within five (5) calendar days after completion of an investigation will be dismissed.

Section 2. Discharge for just cause shall include, but not be limited to, discharge for theft, carelessness in the care of a patient, insubordination, excessive absenteeism or tardiness, use of alcoholic beverages or narcotics on duty or reporting for work with clear evidence of having used such beverages or narcotics, failure to report for work without proper notice or good reason, failure to accept work assignment, walking off the job or misconduct after receipt of two (2) written warning notices. A copy of any written warning notice shall be given to the Union within three (3) business working days of the discipline in the case of discharge and five (5) business working days of the discipline for all other disciplines.

Section 3. The Home shall continue to apply its present personnel policy for progressive discipline unless the Union is first given notice of and opportunity to discuss any change in the policy. The practice shall be continued that employees who have been disciplined may have their written response to the discipline placed in their personnel file.

Section 4. In imposing any discipline, the Home shall not consider any offenses committed by the employee prior to twelve

(12) months from the date of the present offense, except suspensions and final warnings, which may be considered from the prior eighteen (18) months.

Section 5. An employee suspended pending investigation who is later reinstated, without termination or disciplinary suspension, shall be made whole for straight time pay and benefits lost, if any, during the period of the suspension provided, the employee cooperated fully with the investigation.

Section 6. An employee required to participate in an investigatory interview shall be entitled to Weingarten rights of Union representation upon request. If the employee is denied requested Union representation, evidence obtained through the investigatory interview may not be used as the basis for discipline.

## ARTICLE 16

### Adjustment of Grievances

Section 1. (a) A grievance shall mean a claim, arising from an event occurring during the term of this Agreement, by an employee or the Union that his or its rights have been violated by the Home contrary to a specific provision of this Agreement. A grievance shall not be considered under the grievance procedure unless it is submitted to the Home in writing, signed by the employee, within fifteen (15) days (five (5) days in case of discharge) of the event giving rise to the grievance and unless such written grievance specifies the remedy requested. Grievances pertaining to discharges may be commenced at Step Two of the grievance procedure. The Union may initially submit a grievance to comply with contract time limits provided, however, the employee must sign the grievance prior to the Step One grievance meeting, or in the case of discharge, the Step Two grievance meeting, or the grievance will not be considered.

(b) Wherever the term days is used in this Article XVI, it shall mean business working days defined as all calendar days excluding weekends, contract holidays, and designated Jewish holidays.

Section 2. Grievances shall be resolved in the following manner:

STEP ONE. The employee's supervisor or department director shall give a written answer to the grievance within ten (10) days after its submission.

STEP TWO. If the grievance is not resolved at Step One, it may be appealed by the Union Representative to the Administrator or his designated representative, in writing, within ten (10) days after the supervisor's answer. Such appeal must specify the contract provision or provisions which are claimed to have been violated. The Administrator or his designated representative shall give a written answer to the grievance within ten (10) days after its appeal.

STEP THREE. If the grievance is not resolved at Step Two, the grievance may be referred to arbitration upon the written request of either the Home or the Union to the other, which request must be made within ten (10) days after the answer by the Administrator or his designated representative.

In the event arbitration is requested, the parties shall endeavor to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator within ten (10) days, either party may request the Federal Mediation and Conciliation Service to submit a panel of persons qualified to serve as arbitrator. Within ten (10) days after receipt of the panel, the parties shall alternately strike names so that the remaining person is the arbitrator. More than one (1) grievance at a time may be submitted to the arbitrator, if mutually agreed upon by the parties.

Section 3. The fees and expenses for the arbitrator and the transcript of the arbitration hearing shall be borne equally by the parties. No transcript shall be made, if mutually agreed upon by the parties. Each party shall bear the cost of its own witnesses, exhibits and counsel.

Section 4. The parties agree that the arbitrator must interpret this Agreement and apply it to the particular case presented to him; but he shall, however, have no authority to add to, subtract from or in any way modify, the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

Section 5. Any grievance arising from or relating to the Home's exercise of its authority under Article II, Section 2 or any grievance not presented or appealed within the time limits and in the manner provided in Sections 1 and 2 hereof, is expressly excluded from arbitration and shall not be presented to any arbitrator. Any grievance other than the foregoing, may be referred to arbitration.

## ARTICLE 17

### General

Section 1. Neither the Union nor the Home shall discriminate against any employee on account of race, color, national origin or creed, sex, age, handicap or sexual preference, to the extent prohibited by state or federal law, or on account of union membership or nonmembership except as otherwise provided in Article XII, Section 1.

Section 2. Any special or gratuitous benefits, including but not limited to, Christmas gifts, gifts upon other special occasions, parties or picnics, may be continued, granted or withdrawn as the Home shall determine in its sole discretion.

Section 3. Employees have the right to inspect their personnel file in accordance with Wisconsin law.

Section 4. The employee's job description shall be made available at the time of the employee's annual evaluation.

Section 5. The Home and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute waiver of any future breach of this Agreement. The Union reserves the right to bargain over any action not authorized by this Agreement before the action can be unilaterally implemented by the Home.

Section 6. Any term, covenant or provision contained in this Agreement or any part which is held invalid or unlawful or in conflict with the law, shall not be enforced unless or until it shall become valid or lawful. However, the invalidity of any term, covenant or provision of this Agreement, or any portion thereof, shall not affect any lawful, valid and proper term, covenant or provision and any such term, covenant or provision shall continue in full force and effect.

Section 7. This Agreement shall be binding upon the parties hereto, their successors and assigns.

Section 8. This Agreement contains the only economic obligations of the Home to its employees, except where state law or federal law imposes otherwise, and shall be effective as of July 1, 2017, and shall remain in full force and effect until

June 30, 2021, whereupon this Agreement, except for Article III, Section 2, shall expire. Negotiations regarding a new agreement shall not commence earlier than sixty (60) days prior to the expiration of this Agreement.

#### ARTICLE 18

##### Mutual Respect and Obligations

The Union, Home and employees agree that all parties to this contract benefit from mutual respect and common courtesy normal to employee/employer relations. To this end counseling, warning or the disciplining of employees shall be done in private and in a manner so as not to be embarrassing to employees. Employees or Union representatives shall honor the same standards when attempting to resolve grievances or problems with Home representatives. Employees shall also show each other courtesy, mutual respect and refrain from conduct that could be embarrassing or harmful to the interests of the Home.

SEIU HEALTH CARE WISCONSIN



Dian Palmer, President



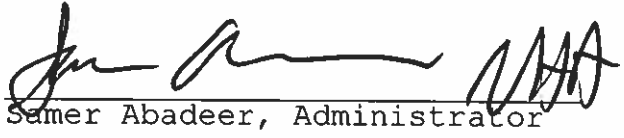
Crystal Martzall, Project Director

Gertrude Murray, CNA

Ruby Washington, CNA

Valerie Graham-Washington, Dietary

OVATION JEWISH HOME



Samer Abadeer, Administrator



Marlo Graceffa, Director of HR and Organizational Development



Barb Guslek, Director of Nursing

APPENDIX A

I. WAGE SCHEDULE (MINIMUM RATES FOR ALL EMPLOYEES)

The following schedules show the minimum rates applicable to all employees:

Minimum Rates

	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>
Dietary Aide, Housekeeping, Laundry	\$10.00	\$10.40	\$10.80
Unit Clerk	\$10.80	\$11.20	\$11.60
Certified Nursing Assistant	\$12.50	\$12.90	\$13.30
CNA Pool Employees	\$13.85	\$14.25	\$14.65
Student and Limited Hours Employee	\$9.00	\$9.40	\$9.80

The lead person premium shall be \$.25 per hour.

II. WAGE ADMINISTRATION

1. The starting rate for a new employee may be higher than the minimum rates based on proven relevant experience as shown on the employment application including experience in customer service, care giving, and health service occupation. New employees should not have a higher rate than current employees with comparable experience.
2. In the event the Home re-establishes an Activities Aide, Homemaker I, Homemaker II, Cooking Assistant, Laundry, Housekeeping I, Housekeeping II, Housekeeping III, Receptionist/Telephone Switchboard, Certified Medical Assistant, Nurse Technicians, Maintenance or a Central Supply Aide or a Rehabilitation Aide classification, the Home shall meet with the Union to determine the placement of the re-established classification on the Wage Schedule.
3. The Home may conduct specialized or advanced training programs to enhance nursing assistant skills. Certified Nursing Assistants who have completed the probationary period, have no writeups for quality of care, and have a satisfactory attendance record may



participate in the programs on a voluntary basis on their own time.

Where there are more qualified applicants than space for a program, applicants shall be selected on a non-discriminatory basis approved by nursing management and at least one non-nursing management official. Classes will continue to be offered so long as qualified candidates apply.

Upon successful completion of a program, a Certified Nursing Assistant shall be given a wage increase of a minimum of 15¢ per hour and a maximum of 50¢ per hour. If a second, different program is successfully completed, any additional wage increase may not exceed 25¢ per hour.

4. The Home may establish a Career Ladder program for new or present Certified Nursing Assistants who make a written commitment and demonstrate the capability to continue their formal health care education to higher skill levels, such as Licensed Practical Nurse, Registered Nurse, etc. This program may include financial assistance with educational costs and wage incentives not to exceed the requirements of paragraph 3.
5. Limited Hours Employees shall receive hourly wages only and shall receive no fringe benefits. CNA Pool Employees shall be on-call or shall be scheduled to cover known absences such as vacations, worker's compensation, etc. Current employees shall be given first opportunity to transfer to CNA Pool Employee status. Regular employees who have signed up for extra hours or otherwise are reasonably available for overtime shall be given first preference for known absences before scheduling CNA Pool Employees. The Home shall fill last minute or unscheduled absences first with regular employees from the call list and thereafter with CNA Pool Employees if available. CNA Pool Employees must work at least one (1) weekend every month.

III. GENERAL INCREASES

General Increases for present employees shall be<sup>1</sup>:

<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>
\$0.40	\$0.40	\$0.40	\$0.30

<sup>1</sup>Employees currently at rates lower than the applicable starting rate for their respective classifications shall be increased to the July 1, 2014 starting rate or receive the \$.40 per hour general increase, whichever is higher.