

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SEIU HEALTHCARE WISCONSIN**

**AND**

**THE BAY AT EASTVIEW HEALTH AND  
REHABILITATION CENTER**



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

**NOVEMBER 1, 2018 through JUNE 30, 2020**

## TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 – BARGAINING UNIT .....	1
ARTICLE 3 – UNION SECURITY .....	1
ARTICLE 4 – DUES CHECK OFF .....	2
ARTICLE 5 – NO DISCRIMINATION .....	3
ARTICLE 6 – UNION ACTIVITIES .....	3
ARTICLE 7 – GRIEVANCE PROCEDURE.....	5
ARTICLE 8 – NO STRIKES OR LOCKOUTS.....	7
ARTICLE 9 – METHOD OF WAGE PAYMENT .....	7
ARTICLE 10 – EMPLOYMENT .....	8
ARTICLE 11 – JURY DUTY .....	9
ARTICLE 12 – SENIORITY .....	9
ARTICLE 13 – MANAGEMENT RIGHTS .....	10
ARTICLE 14 – GENERAL PROVISIONS .....	10
ARTICLE 15 – PROMOTIONS, TRANSFERS, DEMOTIONS AND JOB POSTINGS.....	12
ARTICLE 16 – WAGE SCALE .....	13
ARTICLE 17 – DISCHARGE AND DISCIPLINE.....	14
ARTICLE 18 – LEAVE OF ABSENCE .....	16
ARTICLE 19 – MATERNITY LEAVE .....	17
ARTICLE 20 – BEREAVEMENT LEAVE .....	17
ARTICLE 21 – PAID TIME OFF (“PTO”) .....	18
ARTICLE 22 – HOLIDAYS .....	20
ARTICLE 23 – UNIFORMS .....	21
ARTICLE 24 – LIFE INSURANCE .....	21
ARTICLE 25 – CALL PAY .....	21
ARTICLE 26 – HEALTH, DENTAL, AND VISION INSURANCE; VOLUNTARY PLANS.....	22
ARTICLE 27 – PROBATIONARY PERIOD .....	23
ARTICLE 28 – RATES OF PAY .....	23
ARTICLE 29 – STATUS OF EMPLOYEES .....	24
ARTICLE 30 – WORKER’S COMPENSATION .....	24
ARTICLE 31 – SAFETY AND HEALTH.....	24
ARTICLE 32 – IN-SERVICE TRAINING .....	25
ARTICLE 33 – LAYOFF AND HOURS REDUCTION.....	25
ARTICLE 34 – INTER-FACILITY TRANSFERS .....	26

ARTICLE 35 – WORK LOAD.....	26
ARTICLE 36 – FACILITY COMMUNICATIONS COMMITTEE .....	26
ARTICLE 37 – NOTICE .....	26
ARTICLE 38 – ABSENTEEISM/TARDINESS.....	27
ARTICLE 39 – UNSCHEDULED WORK INCENTIVE PROGRAM.....	30
ARTICLE 40 – RETIREMENT PLAN .....	31
ARTICLE 41 – TERMINATION DATE .....	31

WITNESSETH:

THAT WHEREAS it is the intent and purpose of The Bay at Eastview Health and Rehabilitation Center (“Eastview”) and SEIU Healthcare Wisconsin (“Union”) to promote orderly and peaceful relations between them, to keep open communications, to achieve uninterrupted operations of the facility, to provide a procedure for the prompt and equitable adjustment of grievances arising hereunder and to achieve the highest level of employee performance consistent with safety, good health, sustained effort and quality resident care.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree mutually as follows:

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive representative for collective bargaining, with respect to wages, hours and working conditions, of the employees in the bargaining unit of its Eastview facility, as hereinafter defined.

ARTICLE 2 – BARGAINING UNIT

2.1 Bargaining Unit Defined. The bargaining unit is defined as follows:

All regular full-time, regular part-time and per diem employees as listed in the wage scales contained herein, but excluding RN’s, LPN’s, supervisors, office clerical and confidential employees, guards and managers as defined by the National Labor Relations Act.

2.2 Job Classifications. This Agreement shall not be interpreted to prevent the creation of new job classifications or changes in existing job classifications in accordance with the needs of the facility. The Employer has the right to abolish a job classification or position; however, the Employer shall provide the Union with fourteen (14) days advance written notice and, upon request, meet with the Union to discuss it.

2.3 Employee Defined. The word “employee” and “employees” as used in this Agreement shall refer to only those employees who work within the bargaining unit as described in Section 2.1 of this Agreement.

ARTICLE 3 – UNION SECURITY

Limited Reopener. In the event that the Wisconsin Statutes Sec. 111.04 is amended to permit union security, and notwithstanding any other provisions of this Agreement, the parties agree that at either party’s option and upon written notice to the other party of a desire to reopen, this

Agreement may be reopened during its term for the limited purpose of negotiating alternative Union Security language. Notice may be sent either by Certified Mail, Return Receipt Requested or email with a Delivery Receipt requested. The parties shall meet and bargain over such alternative language, but the Employer is not obligated to agree to change any provision of this Article 3 - Union Security through such bargaining.

The parties agree that the provisions of Article 8 remain in effect if the Union reopens the Agreement to discuss Union Security. All other provisions of this Agreement shall remain in full force and effect during the re-opener negotiations and until this Agreement is terminated in accordance with the provisions of Article 41 of the Agreement. Subjects or disputes arising from or pursuant to any re-opener negotiations shall not be subject to the grievance and arbitration procedure provisions set forth in this Agreement.

#### ARTICLE 4 – DUES CHECK OFF

4.1 Authorized Dues Deductions. Upon receipt of an executed authorization form from an employee, the Employer will deduct from the pay of the employee in the bargaining unit the regular monthly dues, agency and initiation fee of the employee. All monies deducted by the Employer shall be paid to the Union, via electronic fund transfer, at such place designated on the employee authorization form; provided that only one place is so designated in all said authorization forms. On a monthly basis, the Employer agrees to furnish the Union in a password protected electronic excel spreadsheet format (or similar format) for all bargaining unit members the following fields in separate columns on the spreadsheet, the last name and first name of the employee, employee number, home street address, home city, home state, home zip code, shift, department, date of hire, bargaining unit seniority, hourly pay rate, home and mobile telephone numbers and full-time equivalency, the amounts of any deductions for monthly dues, agency fee, initiation fee, and COPE and any other information agreed upon, including new hire flag and, if applicable, termination date.

4.2 Committee on Political Education (COPE). The Employer agrees to deduct and transmit to SEIU COPE all monies deducted per pay period from the wages of these employees who voluntarily authorize such contributions on the forms provided by SEIU Healthcare Wisconsin for that purpose. These transmittals shall occur via electronic fund transfer for each month and shall be included in the list in Article 4 Section 4.1 with a list of names of those employees in a password protected electronic spreadsheet for whom such deductions have been made and the amount deducted for each employee.

4.3 No Duty To Obtain Forms. The Employer shall have no obligation to obtain the before mentioned authorization forms.

4.4 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities 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, or in reliance on any list, form, or certificate which shall have been furnished to the Employer under any of such provisions.

#### ARTICLE 5 – NO DISCRIMINATION

Neither the Employer nor the Union will discriminate, harass or retaliate against any employee on the basis of race, color, religion, sex, age, political belief, disability, national origin, marital status, veteran status, sexual orientation or membership in the Union in regard to hiring, firing, promotion, or any other term or condition of employment.

#### ARTICLE 6 – UNION ACTIVITIES

6.1 Bargaining Committee. The employees of the Employer shall have the right to be represented by a bargaining committee who shall be made up of employees of the Employer and who may be selected in any manner determined by the Union.

6.2 Leaving Work Station for Union Duties. Members of the bargaining committee and Work Site Leaders shall request, and receive permission, from their Supervisor at the time they desire to leave their work station at a mutually agreeable time for the purpose of performing their duties as Union representatives under this contract. This permission shall not be denied unreasonably, provided such presence by the Work Site Leader/bargaining committee member will not have a negative impact on resident safety and care.

6.3 Time Allowed For Union Duties. It is understood that an employee has an absolute right to meet with a Work Site Leader when that employee believes s/he may have a grievance or if any member of management is asking questions that may result in discipline. These meetings shall be paid time if conducted during the employee's scheduled work time and of reasonable length and shall not interfere with the work being carried out by the employees, shall not interfere with resident safety and care, and shall not interfere with the operation of the Facility. It is agreed that such meeting time shall be of reasonable length and will not interfere with the assigned duties of the Work Site Leader as determined by the Employer.

Work Site Leaders shall be granted a reasonable amount of paid time during scheduled working hours to investigate issues and concerns, and a reasonable amount of paid time to attend investigatory meetings, attend grievance meetings, and meetings called by the Employer.

- 6.4 Exchange of Lists. Upon request, the Union agrees to provide the Administrator with an up-to-date electronic list of the bargaining committee members, Work Site Leaders, and Union Representatives assigned to service the facility. Upon request, the Employer agrees to provide the Union with an up-to-date electronic list of authorized supervisors for each department. The Facility will contact the designated Union Representative with notification of a change in the Facility's Administrator within 15 days of such change.
- 6.5 New Employee Orientation. A designated Representative of the Union will be allowed a thirty (30) minute time slot at orientation to brief employees about the Union. The designated Union representative will only be paid if they are on their scheduled shift.
- 6.6 Attendance at Union Conventions. The Employer shall allow employees to attend Union conventions whether conducted by the Local, State or International Union. However, the following provisions shall apply:
- (a) If two (2) or more representatives are from one (1) department, the Administrator's approval of their attendance is contingent on the scheduling needs of the facility, as determined by the Administrator.
  - (b) Each designee must give at least three (3) weeks advance written notice to the appropriate supervisor and, in nursing units, prior to the posting of the work schedule.
  - (c) Time off for this purpose shall be unpaid or the Employee may use their PTO, but will be counted as time worked only for the purpose of seniority.
- 6.7 Attendance at Local Union Meetings. Employees assigned to any shift may be granted time off provided their respective supervisors have been given seven (7) calendar days written advance notice or, in nursing service, prior to posting of the work schedule.
- 6.8 Staffing is Primary Consideration in Determining Union Leaves. It is also agreed that the need for appropriate staffing shall remain the primary consideration in determining whether such employees may attend conventions, meetings or education classes.
- 6.9 Union Leave. A leave of absence not to exceed ninety (90) days may be granted to an employee in order to accept a full-time position with the Union. The employee shall not lose or accrue seniority during this period. An employee returning before or within thirty (30) days shall return to her/his former unit and position.
- After thirty (30) but within ninety (90) days, the employee shall return to a comparable position if available. This right may be exercised only once in a twelve (12) month period.
- 6.10 Union Visits to Facility. A representative of the Union has a right to visit the Nursing Center to consult with Union members and to insure that this contract is being

observed, provided that s/he does not interfere with the normal conduct of work and does not interfere with resident safety and care. The Union representative will report to the Administrator or Acting Administrator upon entering the Nursing Center.

The Union representative will provide a twenty-four (24) hour advance notice to the Administrator or Employer's designee.

Nothing in this provision will prevent the Administrator or the Employer, and Union representative from mutually agreeing to a shorter time period for the Union representative visit to the Facility.

The Union representative will report to the Administrator, or designee, upon entering the Facility.

6.11 Union Bulletin Board. Bulletin board space will be provided by the Employer which may be used by the Union in posting notices of the following types: notices of recreational, social and educational events; notices of elections; notices of results of elections; notices of meetings. All notices must be preapproved and signed by the Administrator prior to being posted. Such requests will not be denied unreasonably.

## ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Time Deadline for Presenting A Grievance. A grievance within the meaning of this Agreement is a claim by an employee that the Employer has violated an express provision of this Agreement. To be considered, any grievance must be presented to the Employer within seven (7) calendar days after the employee knew or should have known of the alleged violation.

7.2 Settlement and Mandatory Time Limits. Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next. The time limits in this Article are intended to be mandatory. Any failure by an employee, the Employer or the Union to abide by the time limits specified shall result in the grievance being considered settled against the party who failed to meet the deadline or deadlines set forth herein.

7.3 Grievance Procedure. The grievance procedure regarding employee discharge may start at Step 2. The time deadline for grievance presentment in Section 7.1 applies. All grievances shall be handled and adjusted as follows.

Step 1. The grievance shall be reduced to writing, signed by the grievant and/or Union Staff Representative or Worksite Leader and presented to the grievant's Supervisor. The Supervisor shall set a meeting with the Union Representative and

the grievant within seven (7) calendar days of receipt of the grievance and shall draft a written disposition of the grievance within seven (7) calendar days of said meeting and provide said disposition to the grievant and Union Representative.

Step 2. If the grievance is not resolved at Step 1, the grievance may then be presented to the Facility Administrator within seven (7) calendar days from the receipt of the Step 1 response. The Administrator shall investigate and draft a written disposition of the grievance within seven (7) calendar days of its presentation to the Administrator providing said response to the grievant and Union Representative. The parties agree to attempt to resolve the grievance. If the Union or Administrator desires, a meeting may be arranged to discuss the grievance upon agreement by the parties.

Step 3. If there is a failure to resolve, either party may file a written notice of arbitration within fourteen (14) calendar days of the date of the employer's written answer.

7.4 Grievance Format. Only one subject matter shall be covered in any grievance, unless otherwise agreed by the parties. A grievance shall contain a clear and concise statement of the grievance indicating the issue involved, the relief sought, the date of the incident/violation and, whenever possible, the provision of the contract alleged to be violated.

7.5 Selection of Arbitrators. Within twenty (20) business days of the receipt of such arbitration notice, the Union and/or the Employer, and/or their representatives, shall request the Wisconsin Employment Relations Commission to provide an impartial panel of five (5) arbitrators from which to select one (1) arbitrator. The Employer and Union shall alternately strike names from the panel until a final arbitrator remains, who shall be assigned to preside over the arbitration proceeding. The first strike shall be determined by a coin toss.

7.6 Arbitrator's Authority. The jurisdiction and authority of the arbitrator shall be confined to the interpretation of the provisions of this Agreement. The arbitrator shall not have the power to add to, subtract from, ignore or modify any provisions of this Agreement. The award of the arbitrator shall be final and binding upon the parties to this Agreement.

7.7 Arbitration Cost. The cost of arbitration shall be shared equally by the Union and the Employer. It is further agreed that if one of the parties desires a copy of the transcript of the arbitration proceedings, the requesting party shall bear full cost of said copy.

7.8 Single Grievance Arbitration. Only one grievance shall be submitted to an arbitrator in any one arbitration proceeding, provided, however, that the parties may, by mutual

consent, submit more than one related grievance to the same arbitrator in the same arbitration proceeding.

7.9 Extensions. The Employer shall consider the Union's internal decision making process in granting extensions.

7.10 Business days shall exclude Saturdays, Sundays and Holidays, as defined in this Agreement.

## ARTICLE 8 – NO STRIKES OR LOCKOUTS

8.1 Prohibited Union Activity. During the term of this Agreement, the Union and all employees in the bargaining unit represented by the Union, individually and collectively, will not encourage, cause, permit, condone or take part in any strike, picketing, sympathy strike, shutdown, sit-down, stay-ins, slowdown or other curtailment of work or interference with the operations in or about the Employer's business, facility, premises, or equipment.

8.2 Consequences of Violation. The parties recognize the right of the Employer to take disciplinary action, including discharge, against any employees who participate in a violation of this Article, whether such action is taken against all the participants or against only certain participants, and such action of the Employer in discharging or otherwise disciplining such employees shall not be considered a grievance or be subject to review through the grievance procedure. It is understood and agreed by the parties that an employee does have the right to file a grievance on the issue of whether s/he did in fact violate the provisions of this Article.

8.3 Prohibited Employer Activity. The Employer will not engage in any lockout during the term of this Agreement.

## ARTICLE 9 – METHOD OF WAGE PAYMENT

9.1 Pay Day. Payment of wages due shall be biweekly. Pay periods shall begin with the start of the AM shift on Sunday and end with the end of the NOC shift on Sunday. Employees shall be paid on the Friday following the end of the pay period. If the pay day falls on a holiday, the pay day will be the business day preceding the holiday.

9.2 Meal Period. Employees working six (6) hours or more are to be allowed one-half (1/2) hour of unpaid time for meals without interruption. The time may be staggered by the Employer.

- 9.3 The Work Week and Overtime. Seven and one-half (7½) hours per day, [with an additional one-half (½) hour unpaid meal time] and thirty-seven and one-half (37½) hours per week shall constitute the work week. Seniority shall prevail in providing more than thirty-seven and one-half (37½) hours of work. All work in excess of forty (40) hours per week shall be paid at the rate of one and one-half times (1½) the regular rate.
- 9.4 Rest Periods. All employees shall be granted a rest period of fifteen (15) minutes during each four (4) hour period during their scheduled shift without deduction in pay, but not during the first or last one-half (1/2) hour of the shift.
- 9.5 Overtime. All employees shall work their regularly scheduled hours except in emergency where overtime is needed; this shall be done under the discretion of the Department Head, Administrator, or Employer.

#### ARTICLE 10 – EMPLOYMENT

- 10.1 Right to Employ Best Employees. The Employer may employ the person or persons who, in its opinion, shall make the best employees. The Employer shall be the judge of the fitness of any applicant and of determining who shall make the best employee.
- 10.2 Probationary Period. Employees shall have a probationary period of ninety (90) days.
- 10.3 Grand-parenting Rights. Any employee hired prior to March 1, 1998 shall be considered a “current” employee under the terms and conditions of this Agreement and any grand-parenting rights.
- 10.4 Compliance with Rules, Regulations and Handbook. Employees shall be required to comply with rules as prescribed by state and city agencies governing the regulations of nursing homes as well as the rules prescribed by the Employer. Each employee shall be given a copy of the Employee Handbook and shall be expected to comply with the Handbook provisions to the extent they do not conflict with this Agreement.
- 10.5 Job Assignments Must Be Followed. Employees within each classification shall follow procedures set down by the Employer in what their duties are, how and where they will be performed and when they will be performed.
- 10.6 Days On and Off. The Employer shall endeavor, wherever and whenever possible, to schedule the employee’s work week so that each employee shall work no more than five (5) consecutive days and distribute weekends off evenly.
- 10.7 Changing a Posted Schedule. If the Employer changes a posted schedule, it will give at least five (5) days advance notice of the change with written notification to the

employee, except in emergency or for low census reasons or previously approved vacations. The Employer must approve of any changes in the posted schedule. Weekend incentives will only be paid for changes within the 5-day period.

#### ARTICLE 11 – JURY DUTY

After completion of ninety (90) days of continuous employment, regular full-time employees shall receive pay equal to the difference between their regular base rate of pay, for all regularly scheduled hours of work that are lost due to jury service, and the pay received for jury service. This differential payment will apply to no more than the employee's regularly scheduled work day or work week for up to fifteen (15) jury duty days in a rolling twelve (12) month period. Appropriate documentation must be presented by the employee, and an employee must report to work if jury duty does not require their full time attendance.

#### ARTICLE 12 – SENIORITY

12.1 Seniority Defined. Bargaining unit "seniority" as used in this Agreement shall mean the length of continuous service with the Employer at its facility covered by this Agreement. Bargaining unit seniority shall be determined by the employee's last date of hire. Bargaining unit seniority will not be affected by the status of the employee.

12.2 Probationary Period. Any employee hired shall have a probationary period consistent with Section 10.2.

12.3 Retention During Probationary Period. During such probationary periods an employee's retention shall be entirely within the discretion of the Employer and not subject to review or the grievance procedure.

12.4 Cessation of Seniority: Seniority shall cease upon the following:

- a. if the employee quits
- b. if the employee is discharged for just cause
- c. if the employee retires
- d. if the employee is absent according to Article 18, Section 1, consideration will be given for extenuating circumstances
- e. if an employee on layoff fails to call the Administrator and/or designee or report within two (2) business days after being notified to report without good and sufficient reason
- f. if an employee on LOA fails to report at the expiration of such leave of absence
- g. if the employee is laid off for a period of one (1) year or the length of seniority at time of layoff, whichever is less.

- 12.5 Seniority Lists. Upon request, the Employer will make seniority lists of all bargaining unit personnel available by electronic email in an excel spreadsheet to the Union at reasonable times. The lists will include names, job classifications, departments and dates of hire (seniority dates). Upon request, Union Worksite Leaders shall be provided a copy of these lists.
- 12.6 Changes in Employee Contact Information. Each employee is required to notify the Employer and the Union as to changes of their mailing address, home phone number, etc. In the event of layoff, any employee who fails to comply with the provisions of this Section shall forfeit her/his recall rights. Notice of recall from layoff shall be sent by certified letter to the employee's last known mailing address.
- 12.7 Grandparent Seniority Dates. Any employee who had been employed at the facility prior to July 1, 2017 shall retain their seniority and hire date the employee had prior to July 1, 2017. This provision shall only apply to an employee who has been continuously employed at the facility since a date prior to July 1, 2017.

#### ARTICLE 13 – MANAGEMENT RIGHTS

- 13.1 Management Rights Retained. It is mutually agreeable that it is the duty and the right of the Employer to manage the facility and direct its workforce. This includes, but is not limited to, the right to assign work, to change work assignments, duties and work areas or units, hire, transfer, promote, lay-off, reduce hours, set and change schedules, and shift start and end times, set work hours, determine the methods, procedures, materials and operations, enforce reasonable work rules, and discipline, suspend or discharge employees for just cause, subject to the conditions set forth below.
- 13.2 Rights Not All-Inclusive. The foregoing statement of rights of management and of the Employer are not all-inclusive and shall not be construed in any way to exclude other Employer functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

#### ARTICLE 14 – GENERAL PROVISIONS

- 14.1 Laws Govern. There is no intent by either party to transgress any federal, state or local laws of any nature whatsoever, and no provisions herein shall be executed if found to be a transgression of said laws. However, the remaining clauses shall remain in full force and effect.
- 14.2 Mutual Cooperation. The Employer and employees agree to collectively work toward efficient, courteous and safe service to the facility. They will cooperate with each other in advancing the welfare of the facility and proper service to patients at all times.

- 14.3 Personnel Record Inspection. Employees have the right to inspect their personnel record at reasonable times and to obtain copies of items within the file, at their own reasonable expense in accordance with Wisconsin Statutes Sec. 103.13. Union representatives shall have the same right to inspect personnel records when relevant to the administration of this Agreement.
- 14.4 Job Descriptions. The Employer will maintain job descriptions for each classification covered under this Agreement. Upon request of an employee, copies of his/her job description will be made available. Once per year, the Union shall receive a copy of all job descriptions. Any changes to job descriptions will be shared and discussed with the Union, prior to the implementation of such changes.
- 14.5 Cooperation, Respect and Professionalism. The Employer, Union and employees agree to cooperate with one another in an effort to ensure efficient operations, to serve the needs of the residents and the community and meet the highest standards in such service. The parties agree to act at all times and in such a manner as to assure proper dignity and mutual respect. The Employer, Union and employees agree to act at all times in such a manner as to maintain and encourage the professional character and standing of all employees in the bargaining unit.
- 14.6 Notice of Policy Changes. The Union shall be notified of any changes in policy affecting bargaining unit personnel at least fifteen (15) days prior to implementation of such changes, excluding Saturdays, Sundays and holidays.
- 14.7 Orientation. Orientation shall be a function of management.
- 14.8 Work Schedule Posting. Work schedules will be posted ten (10) business days prior to the beginning of each 4 week schedule.
- 14.9 Personal Vehicle Transport. Employees will not transport residents to or from the facility in their own vehicles.
- 14.10 Individual Contracts. It is agreed that the Employer and employees in the described bargaining unit will not be permitted to enter into any individual agreement or contracts among themselves, individually or collectively, unless sanctioned by the Union.
- 14.11 Weekend Designation. The Weekend Designation for NOC Shift shall be Friday NOC/Saturday NOC.
- 14.12 Business Days. For the purposes of this Agreement, business days shall be defined as all days excluding Saturdays, Sundays, and Holidays as defined in this Agreement.

## ARTICLE 15 – PROMOTIONS, TRANSFERS, DEMOTIONS AND JOB POSTINGS

- 15.1 Promotion to a Higher Classification. An employee promoted into a higher classification will be placed on the scale step of the new classification that gives the employee a raise. An employee promoted into a higher classification will have a thirty (30) day trial period on the new job. If, in the opinion of either the Employer or the employee, s/he is not successful in the new job, s/he will be returned to her/his former position with her/his former seniority benefits and wages.
- 15.2 Transfer/Promotion Pay and Seniority. An employee who is transferred or promoted into another classification will not lose any seniority, benefits or pay because of the transfer. The employee's seniority date shall be the last hire date for purposes of layoff or rehiring. But in choice of scheduling vacation, holidays and priority for additional hours of work as decided and made available by management up to a regular full-time schedule, the employee's seniority priority shall be the date of starting in the new classification. Employees who change shifts within the same classification shall have their seniority retained to their original start date within the classification.
- 15.3 Transfers/Demotions to a Lower Classification. If an employee requests a demotion or transfer to a lower classification and receives the new position, s/he will be placed in the tenure step in the new classification based upon her/his seniority in her/his former classification. The employee will retain all previously accrued seniority and fringe benefits.
- 15.4 Posting Job Openings. Job openings will be posted for seven (7) calendar days. This clause shall not be construed to prevent the Employer from filling openings with outside applicants after the seven (7) day calendar period.
- 15.5 Contents of Postings. Each job posting will contain a brief job description, hours per pay period, shift and space to sign up for the positions. Each posting will outline only one job posting.
- 15.6 Filling Job Openings. Present employees who are qualified shall be permitted to bid on job openings. Seniority, ability, qualifications, and relevant personnel files shall be considered by the Employer. Where all else is equal, seniority shall prevail. If during the trial period, either the Employer or the employee determines the employee is not capable of performing the new job, the employee will be returned to his/her previous job. Trial period in a new position shall be thirty (30) calendar days unless the Employer, employee and the Union mutually agree to an extension.

15.7 Copies of Postings. The Union will, upon request, be provided a copy of all job postings, within a reasonable period of time, not to exceed five (5) business days from such posting.

15.8 Experimental Programs. The Employer and the Union recognize that from time to time the requirements of staffing and operating a nursing home may, due to circumstances beyond anyone's control, become burdensome to employees. To this end, and after notice to and discussion with the Union, the Employer may, from time to time, in situations where it is necessary to maintain the efficient operation of the facility, offer incentive award programs to employees who assume additional hours or responsibilities; and may provide bonuses to employees who have unblemished attendance records over a protracted period of time. It is understood that the incentive award programs are intended as a short-term solution, and may be discontinued by the Employer, when the Employer deems it no longer necessary.

Any such incentive award programs will be applied to eligible employees in an equitable and nondiscriminatory fashion and on the basis of seniority.

#### ARTICLE 16 – WAGE SCALE

The following rates shall become effective upon ratification:

	<b>CNAs</b>	<b>NA</b>	<b>Cooks</b>	<b>Dietary, Laundry, Housekeeping</b>	<b>Activities</b>	<b>Maintenance</b>
Start	\$12.00	\$10.75	\$11.78	\$10.33	\$11.02	\$11.50
3 Years	\$12.35	N/A	\$11.78	\$10.33	\$11.02	\$11.50

At point of hire, the Employer may recognize an applicant's years of experience in determining base starting wages. Employees hired after November 1, 2018 with no prior experience shall be hired at the start rate for their job title. Employees hired after November 1, 2018 with proven experience may be hired at up to the three (3) year rate for their job title.

After 6 months of continuous employment, a new employee will thereafter be eligible for an across-the-board increase according to the schedule below.

Employees whose wages at time of contract ratification are above the new employee base wage will receive an immediate 3% increase to their base wage retroactive to September 1, 2018. Employees whose wages at time of ratification are below the new employee base wage will receive the greater of a 3% increase to their base wage or an increase to the starting wage for their classification retroactive to September 1, 2018.

Proposed wage rates for employees employed as of November 1, 2018 are found in the attached Exhibit A. Such wage rates shall become effective as of the first day of the first full payroll period following ratification of this Agreement.

Longevity. Employees who reach their five (5) year interval anniversaries (5 years, 10 years, 15 years, 20 years, 25 years, 30 years, 35 years, and so on) shall receive a longevity bonus on their anniversary date. These bonuses shall be five hundred dollars (\$500) for full-time employees, two hundred and fifty dollars for part-time employees (\$250), and seventy-five dollars (\$75) for per diem employees. If an employee did not receive their longevity bonus between July 1, 2017 and the date of ratification, they would receive their longevity bonus at ratification.

Ratification Bonus. Provided this Agreement is ratified by the bargaining unit employees no later than November 1, 2018, each full-time employee will receive a one-time one hundred-dollar (\$100) lump sum payment on the first regular payroll date following such ratification. Likewise, each part-time employee will receive a one-time fifty-dollar (\$50) lump sum payment on the first regular payroll date following such ratification.

Across-The-Board Raises. The Employer will provide a one and one-half percent (1.5%) across the board increase to bargaining unit employees, effective on the following dates: January 1, 2019, July 1, 2019 and January 1, 2020.

Certified Medical Aide Wages. CNA's doing duty as CMA's will be paid their regular hourly wage plus \$1.00 per hour for all time they work as CMA's.

## ARTICLE 17 – DISCHARGE AND DISCIPLINE

17.1 Discharges/Suspensions for Just Cause. The Employer may discharge, suspend or discipline an employee for just cause, but in respect to discharge shall give notice to the Union Representative or Worksite Leader within forty-eight (48) hours from the time of discharge. The Union acknowledges the Employer's grounds for discipline set forth in the Employee Handbook. This acknowledgement does not restrict the Union from presenting evidence that would excuse the violation or mitigating circumstances recognized as part of the just cause analysis in determining the appropriate penalty. The Employer will notify a Worksite Leader when an employee meeting may result in disciplinary action resulting in suspension or discharge.

17.2 Use of Prior Disciplinary Actions. When an employee has worked nine (9) consecutive months without receiving a formal documented discipline action notice, such notice or prior notices shall not be used in any further disciplinary action, evaluation, suspension, discharge or as the Employer's defense in an arbitration. When employee works eighteen (18) months without receiving a formal documented discipline action notice regarding resident care, such notice or prior notices shall not be used in any further

disciplinary action, evaluation, suspension, discharge or as the Employer's defense in arbitration.

- 17.3 Time Limits for Providing Disciplinary Notices. All disciplinary notices shall be given within five (5) business days from the day of the infraction. When it is a discipline or discharge on attendance (tardiness or absenteeism) notice shall be given within five (5) business days from the date of the infraction, unless the parties mutually agree to extend that time frame. If notices are not given within this time frame, they shall be dismissed. Business days shall exclude Saturdays, Sundays and holidays. Extensions may be mutually agreed upon in five (5) business day increments with a maximum of fifteen (15) business days.
- 17.4 Administrative Suspension. The Employer will place any employee who is the subject of a serious allegation which necessitates an investigation on an unpaid administrative suspension pending the investigation. The Employee will be expected to cooperate in the investigation. This is not a disciplinary suspension. If the serious allegation is not substantiated, the Employee will be returned to work and paid back pay.
- 17.5 Resident Care-Related Disciplines/Terminations. Notwithstanding anything else in the Agreement, in cases of discipline or discharge relating to resident care, 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.
- 17.6 Resident Not Appearing As Witness. 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.
- 17.7 Duty To Remain Licensed. It is the Employee's duty to remain properly licensed. Employees may not work without being properly licensed. Employees without proper licensure will be removed from the schedule and not be allowed to return to work without obtaining the proper licensure.
- 17.8 Attendance. The progressive discipline structure for attendance-related violations is described in Article 38. Any language affecting disciplinary actions in this Article (Article 17) shall apply to the language in Article 38 as well.

## ARTICLE 18 – LEAVE OF ABSENCE

- 18.1 Writing Required. Requests for leaves of absence needed for recuperation of personal illness, including maternity, disability, or any other reason shall be in writing. A grant of leave shall be in writing.
- 18.2 Leave Entitlement. Any eligible employee shall be entitled to a leave of absence consistent with the employee handbook or as provided for herein.
- 18.3 Other Reasons for Leave Considered. Leave of absence for reasons other than provided for herein or in the employee handbook shall be considered. Such other leaves granted are not precedent setting.
- 18.4 Accrued Rights, Holiday Pay and Benefits During Leave.
- A. By reason of such leave of absence under this Article an employee exercising a leave shall not forfeit any accrued rights under this Agreement, but, likewise shall not accrue any rights during such a leave.
  - B. Employees on leaves of absence shall not receive holiday pay for holidays falling during the leave.
  - C. During an authorized leave of absence no benefits shall accrue.
  - D. Employees taking a leave of absence will be required to use their available paid time off benefits during the leave period. (See Section 18.9 for possible exceptions.)
- 18.5 Group Insurance During Leave. Employees on leaves of absence may continue their group insurance by paying the full premium, subject to the provision of the insurance carrier contract.
- 18.6 Reason For Leave No Longer Existing. If the reason for any leave of absence granted by the Employer no longer exists, then the employee shall immediately notify the Employer; and if requested by the Employer, return to work within seventy-two (72) hours.
- 18.7 Leave Rights re PTO and Seniority. Authorized leave of absence for any purpose shall not affect previously accumulated PTO. However, seniority shall accrue for up to fourteen (14) weeks for employees on injured-on-the-job leaves of absence.
- 18.8 Time Deadline for Leave Extension Requests. Extension of a leave shall be requested within ten (10) days of the expiration of the current leave or extension. Extensions shall not be unreasonably denied.
- 18.9 Family and Medical Leave (FMLA). The Employer will abide by the Family Medical Leave Act, Wisconsin Family Medical Leave Act or provision of this contract, whichever is greater.

18.10 Personal Leave (PLA). Employees may request and be granted a Personal Leave of Absence (PLA) of up to twelve (12) weeks per year. Generally, PLA's are intended for employees who have completed their probationary period and work less than 1,250 hours during the preceding twelve month period. Employees will be returned to their position, at the same rate of pay as prior to going on leave, at the end of the PLA.

18.11 Work While on FMLA or PLA. Employees on approved leave under the FMLA or PLA policy may, with prior approval from their supervisor or manager, work while on leave. Such approval will not be denied unreasonably, provided the employee provides the employer with Physician certification that such work will not exacerbate the condition leading to such FMLA or PLA leave.

18.12 Military Leave. Military Duty and Training leaves shall be available to employees completing their probationary period, regardless of status.

#### ARTICLE 19 – MATERNITY LEAVE

Maternity and child birth shall be treated by the Employer the same as any other cause of disability. A pregnant employee shall notify the Employer of any restrictions placed on her by her physician.

#### ARTICLE 20 – BEREAVEMENT LEAVE

20.1 Eligibility. An employee who has completed their probationary period shall be provided a period of time away from work, not to exceed five (5) consecutive workdays, to bereave the death of a family member.

20.2 Pay and Leave Exceptions. Bereavement pay shall be paid to full-time employees who have completed their probationary period. Such bereavement pay shall be paid at the employee's regular base hourly rate for no more than three (3) regularly scheduled consecutive work days missed by the employee because of a memorial service or funeral within thirty (30) days of the family member's death. Exceptions to the thirty (30) day limitation to take such leave (as described in Section 20.1) or pay (as described in Section 20.2) may be approved by the Administrator. Requests to receive the days away from work identified in Section 20.1 or bereavement pay identified in Section 20.2 on a non-consecutive basis due to extenuating circumstances may be approved by the Administrator and/or designee.

20.3 Family Member Defined. For purposes of this Article, family member shall include spouse, domestic partner, parent, child, grandchild, grandparent and siblings, including in-law, step and foster relationships and those equivalents for domestic partner. Family

member shall include ex-spouses and ex-domestic partners in cases where the employee is the parent of the minor child(ren) of the deceased.

20.4 Requests for Bereavement. Employee requests for bereavement leave should be made to their supervisor as soon as possible.

20.5 Additional Time Off. At the discretion of the Administrator, if extended travel time or additional time is requested, employees may be granted this request but they must use any available PTO time. If no PTO time is available, a personal leave of absence may be granted.

ARTICLE 21 – PAID TIME OFF (“PTO”)

21.1 PTO Accrual Schedule. A regular full-time employee is eligible for PTO and the employee shall accrue PTO according to the following schedule:

<b>Years of Service (includes service dates transferred from Kindred &amp; MGM)</b>	<b>Hourly Accrual Rate</b>
0 - less than 3 years of service	.03077 (up to yearly limit of 8 days)
3 - less than 6 years of service	.04616 (up to yearly limit of 12 days)
6 - less than 10 years of service	.06154 (up to yearly limit of 16 days)
10 + or more years of service	.07693 (up to yearly limit of 20 days)

The numbers of days listed above are approximations based on employees paid for five (5) days per week.

21.2 PTO Benefit Calculations. The PTO benefit for full-time employees is calculated by applying the applicable hourly accrual rate against all straight time hours paid except for Bereavement paid time. PTO will not accrue during unpaid time and is capped at the respective yearly limits expressed in Section 21.1.

21.3 Carry Over. Effective January 2, 2019, a maximum of seventy-five (75) hours of PTO can be carried over per calendar year.

21.4 PTO Use and Request Deadlines. PTO is to be used for illness and other personal reasons. Except for absences due to illness or emergency, PTO must be scheduled in writing, in advance. PTO shall be scheduled on a seniority basis in each classification.

A. PTO requests for four (4) or more consecutive days must be in writing and will be submitted by the first (1<sup>st</sup>) of November for the following January 1 through June 30 and by the first (1<sup>st</sup>) of May for the following July 1 through December 31 (example: a PTO request for March 2018 would be submitted by the first day of November 2017). The Employer will respond with approval/denial in writing within 14 calendar days. If the employer fails to respond, the PTO times requested will be considered approved.

These requests shall be granted by seniority. Any requests made after May 1<sup>st</sup> and November 1<sup>st</sup> shall be granted on a first come first serve basis, unless the requests are submitted on the same day then seniority prevails.

B. PTO requests for three (3) days or less will be submitted in writing at least fourteen (14) calendar days in advance of the next posted work schedule. The Employer will respond with approval/denial in writing within seven (7) calendar days.

21.5 PTO Pay. PTO may be used in four (4) hour increments.

21.6 Notification of Need for PTO and Return. Except in cases of verifiable emergency, in order to be paid PTO, the following shall pertain: Employees who are prevented by sickness from reporting to work must notify their supervisor two (2) hours in advance if possible. If the sickness continues, the employee shall call in daily to keep the supervisor informed, unless instructed by their supervisor to stay at home for a minimum amount of time.

21.7 Medical Practitioner Verification. At the employer's discretion after three (3) days of illness, the employee may be required to provide written proof of illness from a Medical Practitioner and when requested, the employee shall provide such proof of illness thereafter. Falsification of proof of illness is dishonesty.

21.8 Truth Required. Any employee who obtains PTO by fraud, deceit, or falsified physician's statements shall be subject to immediate discharge or the loss of all accumulated PTO, whichever penalty in the discretion of the Employer is warranted by the case. The Employer shall exercise reasonable discretion in making its determination as to imposition of any penalty, based upon factual circumstances that are presented on a case by case basis.

21.9 Change from Full-time or Part-time to Per Diem Status. Employees who change status from full-time or part-time to per diem will no longer be eligible for PTO accrual but the employee will be allowed to use the remainder of their previously accrued PTO.

21.10 Absences Due to the State. Absences due to State of Wisconsin laws and regulations shall not count as an occurrence for attendance purposes.

21.11 PTO Grand-parenting. Those employees hired on or before March 31, 1998, working an average of at least 16 hours per week, will be grand-parented to be PTO benefit eligible.

21.12 PTO Upon Termination. Earned and unused PTO will be payable to an eligible employee who has been employed a minimum of 1 year, leaves in good standing, gives 14 days written notice of termination, and works the full period of their termination notice. PTO time taken does not count as part of the 14 day notice period.

## ARTICLE 22 – HOLIDAYS

22.1 List of Holidays. The following days shall be observed as holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

After completing their probationary period, full-time employees are eligible to receive holiday premium pay ("holiday premium pay" is pay at regular hourly rates for time not worked).

All eligible full-time employees not scheduled to work the holiday, will receive up to seven and one half (7.5) hours of holiday premium pay based upon regularly scheduled hours. Probationary full-time employees and Part time employees are not entitled to holiday premium pay.

Any eligible full-time employee who works less than their regularly scheduled hours will receive holiday premium pay for the hours not worked during the holiday (example: regularly scheduled 7.50 hours, worked: 3.00 hours = paid 2X for the 3.00 regular hours and 4.50 hours holiday premium pay for the non-worked holiday hours).

Any eligible full-time, probationary full-time, or part time employee required to work a holiday will be paid 2X pay up to a maximum of seven and one half (7.5) hours worked on the holiday, equal to the number of hours worked, thereafter they will be paid straight time.

In order to receive 2x pay or holiday premium pay all eligible employees must work their regularly scheduled shift before the holiday and their regularly scheduled shift after the holiday.

The holiday begins with third shift on the evening before the holiday and stops with the end of the second shift on the day of the holiday.

Any employee without a legitimate excuse who does not report in to work on a holiday when scheduled may be subject to immediate dismissal.

The employer must staff on holidays to meet resident care needs. However, to the extent reasonably possible, employees will be scheduled to work only on the eve of the

holiday on Christmas or New Years, but not both shifts.

22.2 Even Division of Holidays. Holidays shall be divided and rotated by the Employer as evenly as possible among the employees.

22.3 Holiday Hours. The number of hours of each holiday shall correspond with the average regular hours worked at the present rate of pay.

### ARTICLE 23 – UNIFORMS

23.1 Uniform Policy Changes. Before the Employer makes any changes in its uniform policy, it will meet to negotiate with the Union over the impact of any changes.

23.2 Provision. Upon completion of the employee's probationary period, all employees will be provided with one (1) uniform top and one (1) uniform bottom. On March 1 of each year, the Employer will provide each employee with two (2) uniform tops and two (2) uniform bottoms. Uniforms are subject to the policies and procedures set forth in the Employee Handbook.

### ARTICLE 24 – LIFE INSURANCE

24.1 Life Insurance Coverage. If the Employer begins to offer life insurance to similarly situated non-management employees, the same benefit shall be offered to the bargaining unit employees.

### ARTICLE 25 – CALL PAY

25.1 Travel Time. Any employee called to work within one (1) hour of shift start on the day said employee is not scheduled to work shall receive, in addition to the normal hourly rate, actual travel time up to one (1) hour's pay.

25.2 Four Hours' Work. Any employee called to work on the day said employee is not scheduled to work shall receive a minimum of four (4) hours of work. If an employee requests to work for less than four (4) hours, said employee will be compensated for actual hours worked.

25.3 Incentive Eligibility. If an employee works an unscheduled shift for which the employee will receive incentive or other additional pay, the employee will not be eligible for such incentive or other additional pay if the employee calls off work on a scheduled shift during the same pay period, unless the employee has an illness verified by a Medical Practitioner.

25.4 Call In Sign Up and Order. Employer will post a sign up list with each schedule. Employees who wish to be called for extra hours must sign the sheet and list their hire date and status (i.e., full-time, part-time or per diem). The Employer shall attempt to replace a scheduled employee who is absent for any reason in the following manner and order:

1. Calling part-time employees whose names are on the sign-up sheet by seniority, provided the extra hours would not place the employee in overtime status unless otherwise approved by the administrator or designee.
2. Calling per diem employees provided the extra hours would not place the employee in overtime status unless otherwise approved by the administrator or designee.
3. Calling full-time employees whose names are on the sign-up sheet, by seniority.

After the Employer has attempted to call all employees on the sign-up sheet, the Employer may call any employee to work an extra shift. Notwithstanding, the above, there are no restrictions on the Employer's right to call or ask employees to work extra hours if the Employer has less than one (1) hour before the shift begins on day shift or two (2) hours before the pm or night shift.

#### ARTICLE 26 – HEALTH, DENTAL, & VISION INSURANCE; VOLUNTARY PLANS

26.1 Health Insurance Eligibility. Employees who regularly work thirty (30) or more hours per week, and who have worked 60 consecutive days, may participate in Employer's Health Plans. Each pay period, eligible employees will pay employee contribution rates to participate in the Plan the employee selected (the employer retains discretion to increase these rates consistent with other provisions of this Article, specifically Sections 26.2 and 26.3)

26.2 Plan Changes. Eligible employees shall authorize deductions to pay for their selected Plan coverage. The Employer may select or change the carrier of these plans provided it maintains similar benefits, coverage, and costs to the employees. Should the premium costs of the Health Plans be changed uniformly for all employees enrolled in the Plan(s) statewide, employees in the bargaining unit enrolled with the same coverage will have the same premium costs. Employer will provide thirty (30) days advance written notice of any changes in the plans or employee premiums.

26.3 Limited Reopener. Notwithstanding Section 26.2, if the employee premium costs should increase by more than 25% in any given year, based on the employee plus child/children rate, the Union may reopen the contract for a limited reopener on health benefits, provided the Union gives written notice to the Administrator no later than ten (10) calendar days following the receipt of the Employer's notice to increase employee premiums. Notice may be sent either by Certified Mail, Return Receipt Requested or email with a Delivery Receipt requested. If the Union fails to provide said notice within

this time frame, it forfeits the right to reopen under this paragraph. The parties agree that the provisions of Article 8 remain in effect if the Union reopens the contract to discuss health benefits. Subjects or disputes arising from or pursuant to any re-opener negotiations shall not be subject to the grievance and arbitration procedure provisions set forth in this Agreement.

26.4 Dental & Vision Insurance. Employees who regularly work thirty (30) or more hours per week, and who have worked 60 consecutive days, may participate in Employer's Dental and/or Vision Plans, at standard employee contribution rates for each respective plan.

26.5 Voluntary Plans: Employees who meet eligibility requirements, as described in documents for each voluntary plan may purchase at their sole expense all or some of the Employer's array of voluntary plans available to all non-bargaining unit employees.

26.6 Family Medical Leave. Employees taking approved Family Medical Leave or Wisconsin Family Medical Leave will be entitled to continuation of Employer's portion of paid premiums for health plan coverage consistent with the provisions of the law.

#### ARTICLE 27 – PROBATIONARY PERIOD

An employee hired for a position covered by this Agreement will be on probation for the first ninety (90) calendar days of employment. During this probationary period, such employee may be terminated at the discretion of the Employer without recourse to the grievance procedure of this Agreement. At the end of the ninety (90) calendar day period, an employee's seniority reverts to the date of hire. However, where such probationary employee's work assignments are insufficient to enable the Employer to make a determination as to the abilities of such employee, the Employer may extend the probationary period for such employee not to exceed an additional thirty (30) calendar days and will notify the Union of such. Such extended probationary period shall not, however, require that such employee's eligibility for benefits as provided elsewhere in this Agreement be extended.

#### ARTICLE 28 – RATES OF PAY

28.1 Performing Two Jobs. Employees may divide their time between two classifications; however, the employee shall receive pay for the wage scale of the jobs being performed. If at the request of the Employer an employee is needed in another job classification other than their regular work classification to make up for missing personnel, they shall perform such work and receive the higher wage rate of the higher classification. If an employee voluntarily signs-up for a shift in another job classification, the employee shall receive pay for the wage scale of the other classification when working in the other classification.

## ARTICLE 29 – STATUS OF EMPLOYEES

- 29.1 Full-Time Employees. Full-time employees are those employees who are regularly scheduled to work thirty-seven and one-half (37.5) hours or more per week, provided, however, those employees hired before July 1, 2017, previously classified as full-time by being regularly scheduled to work at least thirty-two (32) hours per week, are also considered full-time employees. Full-time employees shall have full rights of the benefits as outlined in this Agreement.
- 29.2 Part-Time Employees. Regular part-time employees are those employees who are not grand-parented in section 29.1 and who are regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week. Such part-time employees are not eligible for benefits, except for those eligible employees as outlined in section 21.11, who are grand-parented to be PTO benefit eligible.
- 29.3 Per Diem Employees. Per diem Employees are those Employees who are not regularly scheduled to work and who work as needed or on an occasional basis. Per diem Employees are not entitled to any benefits.

## ARTICLE 30 – WORKER'S COMPENSATION

The Employer agrees to remain covered by the provisions of the Worker's Compensation laws of the State of Wisconsin as long as those laws shall have jurisdiction over the facility.

## ARTICLE 31 – SAFETY AND HEALTH

- 31.1 Safety And Health Provisions. The Employer shall continue to make reasonable provisions for the safety and health of the Employees during the hours of their employment and to continue to review unsafe conditions brought to its attention for any corrective action which may be necessary. The Employer and the Union and the Employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health.
- 31.2 Safety And Health Program. The Employer's Safety and Health Program will include notifying Employees regarding precautions recommended against any disease known by the Employer to exist in the facility, including appropriate protective equipment and clothing required and the appropriate contamination-prevention procedures and disposal methods/procedures for contaminated materials.
- 31.3 Notification. The Employer will notify employees of individual instances of communicable diseases in order for employees to take the precautions mentioned above.

31.4 Preventative Measures. The Employer agrees to offer at no cost to the Employee the following preventative measures: Annual Flu Vaccine, TB testing, HIV/hepatitis vaccine and testing (where there is blood-borne pathogen exposure). For other contagious/communicable diseases, the Employer agrees to meet with the Union on a case-by-case basis.

31.5 Personal Property Damage. On a case by case basis, the Employer will make a good faith effort to repair or provide replacement of personal property of an employee who has had property broken or damaged by a resident, not caused by the employee's negligence. The employee must file an incident report on the day/shift of the incident to his/her supervisor after securing the safety of the resident.

#### ARTICLE 32 – IN-SERVICE TRAINING

In-service training shall be mandatory for all employees governed by the requirements established by the Employer and subject to the discharge section of this Agreement. CNA's are required to attend in-services to maintain certification. CNAs shall comply with the federal and state registry in-service requirements provided by the employer.

#### ARTICLE 33 – LAYOFF AND HOURS REDUCTION

33.1 Temporary Hours Reductions. In the event of a temporary drop in census or other economic conditions which causes the Employer to reduce hours for a period of time not to exceed sixty (60) days, hours by department and shift of less senior employees will be reduced or cut first consistent with patient care needs. The Employer may seek volunteers first before reducing hours by seniority. Senior employees may have to change shifts during such temporary reduction of hours.

33.2 Permanent Hours Reductions Or Layoffs. If the condition lasts more than sixty (60) days or becomes permanent, the Employer will lay off or continue the reduced hours. Employees, based on departmental seniority, will have the right to bid or bump for available hours within the department. Senior Employees may bump less senior Employees provided senior Employees have the skills/abilities to perform the available work.

33.3 Meeting Before Permanent Hours Reduction. Prior to implementing a permanent reduction of the scheduled hours of a regular full-time employee, the Employer will meet with the Union.

33.4 Lay Off Seniority. Employees on temporary or permanent lay off will continue to accrue seniority but no other benefits.

## ARTICLE 34 – INTER-FACILITY TRANSFERS

- 34.1 No Merging of Units. 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 Champion employees. The Union agrees to never introduce this section into any NLRB proceedings concerning any unit determination or unit clarification in any form whatsoever.
- 34.2 Seniority At New Facility. In the event of layoff or rehiring, 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 Wisconsin member at the transferring facility.

## ARTICLE 35 – WORK LOAD

- 35.1 Equitable Distribution. When assigning workload to the employees, the Employer will make an equitable distribution of workload for employees. This situation shall exist except in cases of unanticipated emergencies where replacement staff is unavailable.

## ARTICLE 36 – FACILITY COMMUNICATIONS COMMITTEE

- 36.1 Labor and Management Committee. A Facility Communications Committee, composed of not less than two (2) nor more than four (4) employees, and at least one (1) representative of the Employer, will meet every month to discuss facility issues dealing with workload, quality patient care, infectious disease control and other non-contractual issues.
- 36.2 Agenda. Five (5) days prior to a meeting, the Employer and employees shall submit items for the agenda in writing to the appropriate committee representatives. After a discussion of the agenda items, the Administrator will communicate to committee members the actions s/he deems appropriate as a result of the meeting.
- 36.3 On Duty Attendance. Committee member employees who attend the committee meetings while on duty shall be paid. The Committee meetings shall not be subject to the grievance and/or arbitration procedures.

## ARTICLE 37 – NOTICE

Any notice given under this Agreement shall be given by certified mail or electronic mail and if by the Employer, be addressed to SEIU Healthcare Wisconsin, at the address or email address designated by the Union; and if by the Union, to the Employer at the address or email

address designated by the Employer. Either party may, by like written notice, change its email address or the address to which certified mail notice to it shall be given. Electronic mail sent to mutually agreed upon e-mail addresses shall be deemed sufficient notice under this Agreement.

## ARTICLE 38 – ABSENTEEISM/TARDINESS

38.1 Clocking In/Out. Employees are required to report to work and clock in and out at the appropriate times.

All employees shall punch the time clock no earlier than seven (7) minutes before the start of their shift and no later than seven (7) minutes after their shift ends. This language shall not apply when a supervisor requires the employee to stay past their shift finish time to complete work or wait for the next shift's employees to arrive.

Employees who clock in more than seven (7) minutes but less than twenty (20) minutes late shall not have such tardiness count as an occurrence for the purposes of this Article 38 - Absenteeism/Tardiness when such tardiness is related to severe weather conditions, as solely determined by the Administrator.

Employees clocking in more than seven (7) minutes before the start of their shift or clocking out more than seven (7) minutes after the end of their shift, without Supervisor's approval, and employees that fail to either clock in or clock out for the day may be disciplined according to Section 38.4.

An employee who reports prior to their scheduled starting time and departs after their scheduled quitting time for reasons of personal convenience is not entitled to compensation for the early arrival or late departure. An employee must not start work before the scheduled starting time or work after the scheduled quitting time merely by reason of being on the premises.

If the system malfunctions or if employees have difficulty clocking in or out, they must immediately notify their supervisor who will assist them or will make a record of their hours for payroll purposes.

38.2 Absence. An absence is defined as unplanned time off that is either charged to PTO or unpaid. The employee shall not be considered absent if missing work due to any of the following:

- A. Contractual leaves of absence (i.e. Bereavement, Jury, Personal, etc.);
- B. Pre-approved time off that is either charged to PTO or unpaid;
- C. Holidays;
- D. Family medical leave;

- E. Any absence resulting from an injury or illness covered by workers compensation and substantiated with appropriate medical documentation.

Excessive absences, as defined in Section 38.4, and/or patterns of absence (such as weekends, holidays or following paydays), other than for approved absences and/or leaves, may lead to disciplinary action, up to and including termination of employment.

All absences must be called into the supervisor at least two (2) hours in advance of the employee's scheduled shift. When an employee needs to call-off from a shift, the employee must do so personally and speak directly with the supervisor on duty.

When providing notification of the absence, employees are expected to give the reason and the estimated duration of the absence. Employees will be expected to call in each day of their absence unless one (1) of the following applies:

- A. The employee is on a leave of absence for a pre-determined length of time;
- B. The employee has a medical practitioner's note stating that they shall not return to work until a certain date;
- C. The employee has been given specific instructions by their supervisor otherwise.

If the employee will be late arriving due to unavoidable circumstances, their supervisor must be notified as soon as possible, however reporting to work late two (2) or more hours will be considered an absence and the employee may be dismissed for that shift without pay.

**38.3 Tardiness.** A tardy occurrence will occur if an employee is not at his or her work station at the beginning of their assigned shift without prior approval of a supervisor. Additionally, an employee leaving the Employer's premises for a lunch period must immediately clock out and clock in no earlier than thirty (30) minutes and no later than thirty-two (32) minutes after clocking out, or the employee may be subject to disciplinary action for tardiness, unless the employee is called back to work by the Employer or has prior approval to be away for lunch for more than thirty (30) minutes from the employee's supervisor.

Any tardiness of 15 minutes or more must be communicated to the person in charge prior to the end of the first 15 minutes following the scheduled beginning of the shift, or an attempt to replace the employee will be made. If a replacement has been found and the employee arrives 15 or more minutes late, the late employee may be sent home and may be subject to disciplinary action.

38.4 Corrective Action. The following corrective measures will be applied for all offenses under this Article 38:

For the purpose of this progressive discipline system, one (1) absence (as defined in Section 38.2) shall be considered one (1) occurrence and a combination of tardies (as defined in Section 38.3) and/or clocking in/out (as defined in Section 38.1) totaling two (2) shall be considered one (1) occurrence. Consecutive absences for the same reason shall count as one (1) occurrence.

Two (2) occurrences of any of the above items within a thirty (30) day period is considered excessive and will be considered an offense. After a 1<sup>st</sup> offense, two more occurrences in a thirty (30) day period will be indicative of a continuing problem, in which case the employee will be subject to further disciplinary action for successive offenses. Employees who receive warnings for excessive absenteeism or tardiness will have their attendance reviewed monthly by their supervisor until deemed unnecessary by the supervisor.

Corrective action will be taken for attendance based on an employee's number of offenses as follows:

1st offense	On the Job Training/Education
2nd offense	Formal/Written Warning
3rd offense	Final Written Warning/Up to 3-Day Suspension
4th offense	Termination of Employment

Probationary employees are not subject to the disciplinary actions associated with the above system. During an employee's probationary period, more than two occurrences of either absence or tardiness will be considered excessive and may result in termination. Tardiness and absenteeism are more closely monitored during the probationary period and included in the over-all determination regarding the "passing" of the probation status which includes job performance and other areas related to employment. Probationary employees accumulate occurrences during their probationary period.

38.5 Violations Cumulative. Violation of the standards herein are subject to the Disciplinary Policy, and therefore will be considered cumulative with other offenses for purposes of disciplinary action.

38.6 Attendance Standards Review. Attendance standards will be reviewed annually by the Employer. Regarding discipline for these items, when an employee has worked nine (9) consecutive months without receiving further discipline for any of them, such earlier discipline shall not be used in any further disciplinary action or as the Employer's defense in any arbitration proceeding.

38.7 No Call/No Show. Employees who do not report to work and do not notify the facility of their absence will be considered to be a no call/no show. Progressive discipline for no call/no shows shall be as follows:

One (1) occurrence  
Two (2) occurrences

One (1) day suspension  
Termination

#### ARTICLE 39 – UNSCHEDULED WORK INCENTIVE PROGRAM

39.1 Unscheduled Weekend Incentive. Any employee agreeing to work unscheduled weekend hours (night shift Friday through PM shift Sunday) at request of facility will receive one dollar twenty-five cents (\$1.25) per hour premium for each additional full hour worked. Additionally, if an employee is called in on the same day to work that weekend day, the employee is guaranteed at least four (4) hours work that day. Further, for every four (4) unscheduled hours worked that same day the employee shall receive one (1) additional hour's pay at the employee's straight time rate. A sign-up sheet will be posted with each new schedule providing opportunity for employees to request consideration for the premium weekend shifts. Premium shifts will first be offered on a seniority basis to those employees from the list before approaching the staff at large provided that management reserves the right to avoid unnecessary overtime. Switching of scheduled weekends to capture weekend premium payment is expressly prohibited. The premium payment is a straight time bonus only and will not contribute to benefit accumulation, average hours worked or toward overtime. The employee must work her/his normal scheduled weekend before and after the unscheduled weekend to be entitled to the incentive described in this section 39.1.

39.2 Unscheduled Weekday Incentive. Any employee agreeing to work unscheduled weekday hours, at the request of the employer will receive a fifty-cents (\$.50) premium bonus for each additional full hour worked. Additionally, if an employee is called in on the same day to work that weekday, the employee is guaranteed at least four (4) hours work that day. Further, for every four (4) unscheduled hours worked that same day the employee shall receive one (1) additional hour's pay at the employee's straight time rate. A sign-up sheet will be posted with each new schedule providing opportunity for employees to request consideration for premium shifts. Premium shifts will be offered on a seniority basis to those employees from the list before approaching the staff at large provided that management reserves the right to avoid unnecessary overtime. Switching of scheduled shifts to capture premium payment is expressly prohibited. The premium payment is a straight time bonus only and will not contribute to benefit accumulation, average hours worked or toward overtime. The employee must work her/his normal scheduled shift before and after the unscheduled shift to be entitled to the incentive described in this section 39.3.

ARTICLE 40 – RETIREMENT PLAN

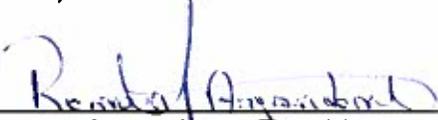
A 401k plan will be offered to eligible full time employees in the bargaining unit. If the plan changes during the life of this Agreement, such changes shall apply to the bargaining unit.

ARTICLE 41 – TERMINATION DATE

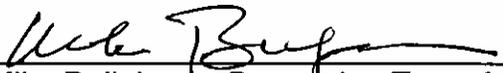
The terms and conditions of this Agreement shall continue in effect from November 1, 2018 through June 30, 2020 unless extended or modified by mutual agreement of the parties hereto. Notice to terminate the terms and conditions of this Agreement shall be in writing and shall be given on or before the ninetieth (90th) day prior to the above date by either of the parties to this Agreement.

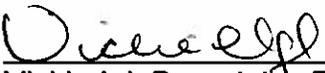
**IN WITNESS WHEREOF**, this agreement has been entered into this 12<sup>th</sup> day of November, 2018.

Service Employees International Union  
(SEIU) Healthcare Wisconsin

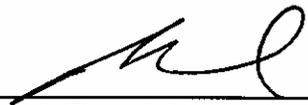
  
\_\_\_\_\_  
Ramon Argandona, President

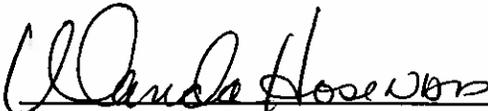
  
\_\_\_\_\_  
Renée Gagner, Staff Representative

  
\_\_\_\_\_  
Mike Buljubasic, Bargaining Team Member

  
\_\_\_\_\_  
Vickie Igl, Bargaining Team Member

The Bay at Eastview Health and  
Rehabilitation Center

  
\_\_\_\_\_  
Mark Ruvel, Managing Partner

  
\_\_\_\_\_  
Wanda Hose, Administrator