

AGREEMENT

between

SKAALLEN NURSING AND REHABILITATION CENTER, INC.

and

SEIU HEALTHCARE WISCONSIN

July 8, 2018 – July 3, 2021

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## AGREEMENT

THIS AGREEMENT, made and entered into this, 8th day of July, 2018, between SKAALEN NURSING AND REHABILITATION CENTER, INC., Stoughton, Wisconsin, herein referred to as the “Home”, and SEIU HEALTHCARE WISCONSIN, herein referred to as the “Union”.

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

### ARTICLE I - Recognition

Section 1. Recognize Unit. The Home recognizes the Union as the exclusive representative for collective bargaining, with respect to rates of pay, wages, hours of employment, and other conditions of employment for its employees in the bargaining unit of the Home, as hereinafter defined.

Section 2. Bargaining Unit. The bargaining unit is defined as follows: The Home recognizes the Union as the exclusive bargaining agent for all employees in the following unit as certified by the National Labor Relations Board in Case No. 30-RC-2264, which is described as follows: All full-time and regular part-time employees of the Employer at its nursing home currently located at 400 North Morris, Stoughton, Wisconsin, but excluding office clerical employees, registered nurses, licensed practical nurses, professional employees, confidential employees, guards and supervisors as defined in the Act.

Regular part-time employees shall include Weekender, PILOB, and In-House Pool employees whose worked hours average sixteen (16) or more in a pay period over a six (6) month period.

### ARTICLE II - Management Rights

Section 1. Day-to-Day Operation. 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; but this provision will not be utilized to result in layoff of members of the bargaining unit. A right of management shall not be impaired or waived by any practice or contrary course of conduct.

Section 2. Compliance with Law. 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. Probationary Period. Any employee shall be subject to termination, without cause, at the option of the Home during the employee's probationary period. The probationary period shall be sixty (60) calendar days of employment for all employees, and may be extended at the option of the Home for another thirty (30) calendar days of employment, with written notice to both the affected employee and the Union setting forth specific reasons for the extension. Notice of extension shall be given before completion of the original probationary period.

Section 4. Contract Work. The Home shall have the authority to contract out work for economic reasons but not for the purpose of undermining the Union. The Home agrees to provide the Union with at least sixty (60) days' notice of the Home's intent to contract out bargaining unit work. During the sixty (60) day period, the Home agrees to work with the Union to consider alternatives to contracting out bargaining unit work. In addition, the Home agrees to work with the Union on options available to employees potentially displaced by the contracting out. 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 the employee is qualified.

### ARTICLE III - Strike and Lockout

Section 1. Matters not covered deferred. 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. Notice of termination after expiration. 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 IV - Status of Employees

Section 1. Full-time, Regular part-time and Limited term. Full-time employees are those whose paid hours equal or exceed 40 hours per week. Regular part-time employees are those whose hours annually paid average less than 40 per week, but 20 or more. In addition, Regular part-time employees shall include Weekender, PILOB, and

In-house Pool employees whose worked hours average sixteen (16) or more in a pay period over a six (6) month period. Part-time employees are one of the following:

- A. Those whose worked hours average more than 8 and less than 20 per week.
- B. Those who work on a temporary basis only when called (excluding In-House Pool).
- C. Those who are enrolled in any recognized educational program, but who are regularly employed and whose hours average more than 8 and less than 20 hours per week.

Temporary employees are those who are employed during a school vacation period, or summer vacation, or for a specific period of time not to exceed one hundred twenty (120) days. Temporary employees are not members of the bargaining unit. Hours worked is understood to mean all paid hours.

Section 2. Limited term non-participation in Contract. Part-time employees will not participate in the benefits of this contract but their employment will not result in layoff of, or the reductions in scheduled hours of members of the bargaining unit who have the same job duties.

Section 3. Regular Part-time – Prorated Benefits. Regular part-time employees shall receive pro-rated fringe benefits, subject to the same conditions of eligibility as full-time employees except for hours worked on a holiday as provided in Article VII, Section 1 and bereavement leave as provided in Article VIII, Section 6. Weekender, PILOB and In-House Pool employees are not eligible for the benefits described in the above sentence but will receive only those benefits and wages specifically described in Sections 4 through 6. Worked hours shall be defined as actual hours worked plus hours paid for absences i.e., vacation, holidays, sick leave, bereavement leave and jury duty and hours lost because of injury or illness paid under worker's compensation.

To determine an employee's status prior to paying or awarding a benefit (except vacation) use the average number of worked hours per calendar week in the three pay periods immediately preceding the benefit period. To determine an employee's status for

a vacation benefit, use average number of worked hours per calendar week during the previous year to the employee's anniversary date.

Section 4. PILOB Program. The Home has a Payment in Lieu of Benefits Program (PILOB). It is offered to Certified Nursing Assistants who are in good standing on the Nurse Aide Registry and who meet all of the pre-employment screening requirements. The positions are covered by all provisions of the existing Collective Bargaining Agreement between the parties except as modified below. When determined available, the positions will be posted in accordance with the contract transfer provisions prior to hiring from the outside.

- A. PILOB employees accrue seniority but are not eligible for any paid benefits except those mandated by law (e.g., worker's compensation, Social Security) and those specifically described in this section.
- B. New and current employees may be offered a choice as to whether to take an available PILOB position.
- C. The employee must commit to work at least three (3) days of work per week, which shall include two (2) weekends per month and four (4) holidays per year (two of those holidays must include either Christmas or New Year's, and either Thanksgiving or Easter).
- D. Overtime for hours worked in excess of eight (8) hours per day or over forty (40) hours per week will be paid at one and one-half (1-1/2) times the hourly rate of pay.
- E. Holidays worked will be paid at one and one-half (1-1/2) times the hourly rate. There will be no holiday pay for unworked holidays.
- F. PILOB and full-time and regular part-time positions will be grouped for the purpose of scheduling extra hours and overtime hours in accordance with the Agreement.
- G. PILOB employees will be eligible for unpaid time off in accordance with the same paid time off benefit schedules received by full-time and regular

part-time employees. Scheduling unpaid time off will follow the relevant provisions of the Agreement.

H. Regular full and part-time employees who transfer to a PILOB position shall cease to earn benefits except as provided above. They shall retain all accumulated catastrophic hours for the duration of employment but shall not be eligible to use them unless and until they return to benefit status. They shall be paid out all other earned benefits at the time they transfer to PILOB status.

I. Employees can transfer from PILOB to full-time or regular part-time status, except that a change in status cannot occur more than once every six months except in extreme cases as mutually agreed upon by Management and the Union. Employees hired shall have the choice to determine their status at hiring, but cannot change their status during the first six months of employment.

Section 5. Weekender Program. There is currently a Weekender Program for the Certified Nursing Assistants and Food and Nutrition staff. The Home may expand the Weekender Program to other positions within the bargaining unit, in its discretion and at any time, upon written notice to the Union. In the event the Home expands the Weekender Program, the Home agrees to meet with the Union, upon request, in an effort to agree upon the applicable wage rate for the added position or positions. If the parties are unable to agree upon a wage rate within ten (10) calendar days of such a request, the Home shall unilaterally determine and implement the wage rate applicable to the position or positions. The Home may also discontinue offering the Weekender Program to any position(s) added to the Program beyond Certified Nursing Assistants and Food and Nutrition staff, in its discretion and at any time, upon written notice to the Union.

Weekender employees will be hired to work at least two (2) weekends per month. "Weekend" is defined as Friday at 3 PM through Monday at 7 AM. There may be a variety of shifts available based on the needs of the Home. Weekender employees are required to work two shifts per weekend. Any extra shifts picked up during the week are paid at the applicable contractual hourly rate for the position. Overtime is only paid over 40 hours actually worked per week except for when working a mandated shift. These

positions are eligible for the vacation schedule as spelled out in the Collective Bargaining Agreement. This position is required to work an eight (8) hour shift every other holiday and will be paid the Weekender rate of pay. Weekender positions who work every weekend will be allowed one weekend off per month. Weekender employees are not eligible to take more than one weekend off as vacation time during the entire time period beginning Memorial Day and ending on Labor Day. Weekender employees are not eligible for on-call pay.

Section 6. In-House Pool Program. The Home has an In-House Pool Program. This program applies to CNAs and RAs. There are no guaranteed hours and no benefits. Overtime is only paid over 40 hours actually worked per week except for when working a mandated shift. This position is subject to last minute call-ins and cancellations by the Home.

In-House Pool will be provided with the completed schedule and will be able to sign up for available hours. Once hours are assigned, the In-House Pool person will work the schedule or will be considered absent and subject to discipline under the attendance policy. Once the schedule is posted, no bumping of scheduled hours will be allowed on less than forty-eight (48) hours' notice by the bumping employee. In-House Pool CNAs and RAs will be required to work one weekend per month. This can be any combination of two weekend shifts per month to fill the need of the Home. The In-House Pool employee can choose which days the employee wants to work from days and hours available.

Section 7. Status Changes. The following applies to employees whose status changes from that of either Weekender, In-House Pool or PILOB to either regular full-time or regular part-time employees:

a) The employee will be eligible to receive holiday pay upon satisfying the initial probationary period, and any extensions thereof.

b) The employee will be eligible for accrual of hours into and use of hours in the Catastrophic and PLT accounts upon satisfying the initial probationary period, and any extensions thereof.

c) Except for Weekenders, vacation accrual will be based upon the employee's date of transfer into the regular full-time or regular part-time position. The employee will not begin to earn vacation time until one year from the date of transfer into the benefit eligible position. In calculating vacation accrual, the employee will be given credit for any time worked at Skaalen in a bargaining unit position, including In House Pool and PILOB.

d) Eligibility for and amount of the employer's contribution to the 403(b) retirement plan will be based upon the employee's total length of service at Skaalen in a benefit eligible position.

e) The employee will be required to work six (6) months in the status into which the employee transferred prior to being allowed to transfer again to an In-House Pool, Weekender or PILOB position.

#### ARTICLE V - Seniority, Continuous Service and Layoff

Section 1. Institutional Seniority. Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the employer beginning with the date and hour on which the employee began work after last being hired, less deductions for leaves in excess of ninety (90) days (120 days on medical leave of absence) in any period of twelve (12) consecutive months. Disability compensated by workers compensation benefits shall not cause loss of seniority.

Section 2. Probationary Period – Full-time. Each new full-time employee shall be considered employed on a temporary basis for the first sixty (60) calendar days of employment (unless extended for an additional thirty (30) calendar days of employment), during which period such employee shall be considered on probation and the employee's retention as an employee shall be entirely within the discretion of the Home and not subject to review by the grievance procedure. If retained after the probation period, such employee's seniority shall date from date of hire.

Section 3. Probationary Period – Part-time. Each new part-time employee shall be considered employed on a temporary basis for the first sixty (60) calendar days of

employment (or an additional thirty (30) calendar days of employment if extended) during which period the employee's retention as an employee shall be entirely within the discretion of the Home and not subject to review by the grievance procedure. If retained after the probation period, such employee's seniority shall date from date of hire.

Section 4. Posting Bargaining Unit Job Openings. The Employer will post all bargaining unit job openings for a period of at least seven (7) calendar days or until the positions are filled, on the job posting bulletin board located near the breakroom in the Home. The employee who is selected to fill the job opening will move to the new job within sixty (60) days. If the employee is not selected to fill the job opening, the employee shall be notified in writing with the reason for the denial. Transfers will be filled in accordance with Section 11.

Section 5. Departmental Seniority and Layoffs. Seniority shall be on a departmental basis only for the purpose of layoff and recall rights; all other matters governed by seniority in this Agreement shall be based on bargaining unit seniority unless specifically stated otherwise in this contract.

However, the least senior employee in a department being subject to layoff shall have the option to directly bump the least senior employee in the entire bargaining unit so long as the employee is presently qualified as determined by management to do the available work. The employee so bumped shall have no bumping rights.

Section 6. Application of Seniority. For purposes of layoff and recall under the provisions of this Article, the present abilities, qualifications, and skills of the employees to do the available work will be considered and seniority will be the governing factor unless there exists an appreciable difference among the employees in their present abilities, qualifications, and skills to presently perform the available work.

Section 7. Layoffs. In the event of a reduction in the working forces for other than disciplinary reasons and in the recall of employees from layoff seniority as provided for in Section 6 shall apply. In the event of a layoff, the Home shall give to the employees affected thereby, five (5) days advance notice of such layoff in writing.

Section 8. Termination of Seniority. Seniority shall terminate and with it the employment of the employee by the Home upon occurrence of any of the following:

- a) If the employee quits.
- b) If the employee is discharged for just cause.
- c) If the employee is retired. However, if an employee retires and is rehired by the Home within one (1) year from date of retirement, the employee shall be reinstated with the seniority held on date of retirement.
- d) If the employee is absent without leave for two (2) working days without notifying the Home, provided that the employee was physically able to and that the employee had access to a telephone.
- e) If an employee on layoff fails to report for work within five (5) days after being notified to report, unless the employee has contacted the Home and is excused in writing.
- f) If an employee on leave of absence fails to report for work within three (3) calendar days after the expiration of such leave of absence.
- g) If the employee is laid off for a period of twelve (12) consecutive months or more.
- h) Employees are requested to give a minimum of two weeks' notice of intended resignation in writing. Notice of Termination forms are available from the Human Resources Department. Employees with two (2) years or less of seniority who fail to give two (2) weeks notice and to work the two (2) weeks will not be paid vacation, holiday, or paid leave time at termination.

Section 9. Provision of Seniority List to Union. Within fifteen (15) days after the execution of this Agreement, the Home will prepare and furnish the Union with a seniority list by department showing the names, addresses and seniority dates of all employees in the bargaining unit. If an employee claims that the employee's seniority date as shown on the seniority list is improper, the employee may seek redress through the grievance procedure set forth in this Agreement.

Section 10. Current Address and Phone Number of employees. Each employee shall at all times keep the Human Resources Department advised in writing of the



employee's current telephone number and the current residence address through which mail may be received by such employee and of any changes as they may occur in such telephone number and mailing address.

Section 11. Changes in Job Classification. Changes to another job classification shall be determined on the basis of ability, experience and personnel record at the Home, with seniority governing unless there exists an appreciable difference among the employees in their ability to presently do the job. The final decision, based on a trial period not exceeding thirty (30) days for full-time employees and forty-five (45) days for other than full-time employees, is reserved to the Home provided the decision is not arbitrary or capricious. If the transfer is denied, the employee shall be notified in writing with the reason for the denial. An employee not satisfying their trial period shall be returned to their former or a comparable job classification. An aggrieved employee who feels that the Home has violated this Section may file a grievance under Article XV, which shall be handled in accordance with such Article.

Section 12. Bargaining Unit Roster. The employer agrees to send to the designated Union office and make available, upon request, a copy for the designated local Union delegate employee by the 15th of each month an up-to-date bargaining unit roster which includes the names and addresses of bargaining unit employees, including newly hired employees, employee file number, cell phone number, land line phone number, if provided, classification of work, date of hire, hourly wage rate, FTE (full –time equivalency), shift, work unit, and the amount of experience credit given at date of hire, if any, for new hires, and names only of terminated employees, with date of and reason for termination (e.g., voluntary quit, retirement, disciplinary termination, layoff, medical separation) and names of employees on leave of absence for a period of six (6) weeks or more.

Section 13. Departmental Seniority – Exception. In the event an employee is scheduled to be laid off in one Department and there exists a vacant position in another Department which the employee has the present ability to perform, then bargaining unit

seniority shall prevail in assigning such employees scheduled to be laid off, to such vacant jobs.

Section 14. Permanent Layoff – Payout of Certain Benefits. An employee who is permanently laid off by the Home shall be paid out the balance of any accumulated vacation, holiday and paid leave time. In addition, employees with twenty (20) or more years of seniority at the Home who are permanently laid off by the Home shall be paid out one-half (½) of the hours in their Catastrophic Leave Account.

#### ARTICLE VI - Rest Period, Reporting Pay and Hours of Work

Section 1. Reporting Pay. Any employee reporting for scheduled work shall receive a minimum of four (4) hours of work or pay at straight-time rates unless notified at least one (1) hour in advance of the shift start time not to report for work or unless hired by agreement to work a shift of less than four (4) hours.

Section 2. Rest Period. Each employee working a shift of seven (7) or more hours shall have one (1) fifteen (15) minute rest period during the first half of the shift and one (1) fifteen (15) minute rest period during the second half of the shift. The rest period is to be taken at such times as the Home shall determine.

Each employee shall have one (1) thirty (30) minute lunch period without pay, during a shift of six (6) or more hours (a sixteen (16) hour double shift is considered two (2) shifts); except that employees who work the third shift may be scheduled to receive a thirty (30) minute lunch period with pay during their scheduled eight (8) hours of work.

Employees who work on Heritage Center and Magnolia Gardens are scheduled and paid for eight (8) hour shifts (e.g., 7:00 AM - 3:00 PM; 3:00 PM - 11:00 PM; 11:00 PM - 7:00 AM), during which they prepare, serve and receive a meal.

Section 3. Work Schedule Notification. Employee work schedules for the week, including days and hours, shall be posted at least two (2) weeks but not more than six (6) weeks in advance. The Home may change an employee's work schedule by reason of an emergency, with as much notice as possible.

Section 4. Weekend and Holiday Work. 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 reasonable effort, consistent with the needs of the Home, to give employees every other weekend off. Some departments may provide more than every other weekend off, as staffing and departmental needs permit.

Employees with twenty (20) or more years of bargaining unit seniority will not be expected to work weekends or holidays unless requesting to do so. However, on selected nursing shifts or in selected non-nursing departments, the number of staff eligible for this option will be limited or reduced where the number of such senior staff exceeds the ability to grant this request. Under these circumstances, the requests will be decided based upon bargaining unit seniority.

Section 5. Notification of Absence. If an employee is unable to report for his or her scheduled work on any particular day, the employee shall so notify their department head or designee at the Home or if in Nursing Service, the Shift Supervisor or designee at the Home, insofar as is practicable, as follows:

- a) At least one (1) hour prior to the employee's commencement of scheduled work on the first shift; or
- b) At least two (2) hours prior to the employee's commencement of scheduled work on the second and third shifts.

Section 6. Overtime Division. Overtime shall be apportioned as equitably as is practicable within classification. Those employees having a preference for any extra work shall request same, in writing, from the scheduler or designee and will be placed on a list kept by the scheduling office. Employees who have signed up for an open shift will not be called off more than two (2) hours prior to the start of the shift and, if called off will be given the first opportunity to fill an open shift created by a call-in before employees who have indicated a preference for extra work. Where there is no such expressed preference for overtime work or none of the employees on the list accepts the open shift offered, the Home shall seek volunteers from among employees currently working to work an open shift created by call-ins. A bargaining unit employee who volunteers and works a full eight (8) hour shift that would otherwise be mandated shall

have one attendance point removed from the employee's attendance record, provided the employee works all of their scheduled shifts for the remainder of the pay period. A bargaining unit member with no attendance points at the time of the mandation who volunteers and works a full eight (8) hour shift that would otherwise be mandated shall receive a Twenty Dollar (\$20) bonus. Should there be no volunteers the Home shall assign the mandated shift on a rotating basis by reverse seniority. Employees have the option of taking an attendance point instead of working the mandated shift, except that the least senior employee up for mandation will be mandated if all the other employees up for mandation have opted to take an attendance point. Employees who are working a pick-up shift on their normal day off shall not be mandated to work an additional shift(s) on that day.

A mandation list will be placed in a regularly updated binder located in a central location. The mandation list will be updated with employees who have worked a mandated shift and employees who were told mandated and opted to take an attendance point instead.

Recognizing that the Home's assignment of overtime may under certain circumstances conflict with an employee's personal plans or schedule; and further recognizing the paramount need to render proper care to the residents of the Home at all times, the Home will continue to assign overtime work as equitably as is practicable insofar as the particular circumstances allow. Any abuse of the assignment of overtime work is subject to the grievance and arbitration provisions contained herein.

The Home will post scheduling needs for all shifts. Unless mandated to work, employees who call in and are absent for a shift shall not be allowed to work any subsequent pickup or overtime shifts for the remainder of that pay period and the following pay period before employees who have not called in or been absent for a shift. Such employees will not be eligible for any incentive for picking up shifts for that pay period and the following pay period.

Section 7. Temporary Agency Help. In the event the Home utilizes temporary agency help, regular employees of the Home shall be given first preference for all work within the department, on each shift, whenever possible, over the temporary agency help.

#### ARTICLE VII - Holidays

Section 1. Named Holidays. Subject to the conditions enumerated below, each full-time employee shall be paid eight (8) hours at his straight-time hourly rate for each of the following holidays:

1. New Year's (December 31 at 2:45 p.m. to 11:15 p.m.; December 31 at 11:00 p.m. to January 1 at 7:00 a.m.; January 1 at 6:30 a.m. to 3:00 p.m.)
2. Memorial Day (Night preceding the holiday at 11:00 p.m. to day of the holiday at 7:00 a.m.; day of the holiday at 6:30 a.m. to 3:00 p.m. and at 2:45 p.m. to 11:15 p.m.)
3. Fourth of July (Night preceding the holiday at 11:00 p.m. to day of the holiday at 7:00 a.m.; day of the holiday at 6:30 a.m. to 3:00 p.m. and at 2:45 p.m. to 11:15 p.m.)
4. Labor Day (Night preceding the holiday at 11:00 p.m. to day of the holiday at 7:00 a.m.; day of the holiday at 6:30 a.m. to 3:00 p.m. and at 2:45 p.m. to 11:15 p.m.)
5. Thanksgiving Day (Night preceding the holiday at 11:00 p.m. to day of the holiday at 7:00 a.m.; day of the holiday at 6:30 a.m. to 3:00 p.m. and at 2:45 p.m. to 11:15 p.m.)
6. Christmas (December 24 at 2:45 p.m. to 11:15 p.m.; December 24 at 11:00 p.m. to December 25 at 7:00 a.m.; December 25 at 6:30 a.m. to 3:00 p.m.)
7. Easter Sunday or another nationally recognized or religious holiday to be selected at the time of hire. (Night preceding the holiday at 11:00 p.m. to day of the holiday at 7:00 a.m.; day of the holiday at 6:30 a.m. to 3:00 p.m. and at 2:45 p.m. to 11:15 p.m.)

#### 8. Two Personal Floating Holidays

Employees may be required to work every other holiday, except for those with twenty (20) or more years of bargaining unit seniority unless those individuals request to do so. However, on selected nursing floors or in selected non-nursing departments, the number of staff eligible for the twenty (20) year option will be limited or reduced where

the number of such senior staff exceeds the ability to grant this option. Under these circumstances, eligibility will be decided based upon bargaining unit seniority. Exceptions to this provision may occur during unusual circumstances or emergency situations. The holiday shall not be canceled by the Home except in case of an emergency.

Regular part-time employees will receive pro-rata holiday benefits except when work is performed on a holiday by a regular part-time employee. Regular part-time employees who work on a holiday will be accorded one for one, one (1) compensatory hour for one (1) hour of actual work for all hours worked at the request of the Home, excluding incidental overtime worked. The regular part-time employee may elect to receive this benefit in pay or in compensatory time off in the same way as a full time employee who worked the holiday.

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

- (a) Each 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 of a relative as defined herein, or the absence has been expressly approved in advance by the Home, which approval shall not be unreasonably withheld.

Section 3. Holiday Falling on Vacation. If a holiday falls within an employee's scheduled vacation, such holiday shall not be considered as part of the employee's 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. If an employee is scheduled off on a holiday and works the employee's scheduled hours during that week, the employee shall be given the option of either receiving holiday pay or banking the paid holiday time to be used at a later date. If scheduled hours are not worked, the employee shall receive holiday pay subject to the limitations of Article VII,

Section 2. Any employee called in to work a nonscheduled holiday will receive double time plus a day later in compensation.

Section 4. Holiday Benefit – Pay or Day off. The Home may require any employee to work on a holiday. In place of holiday pay, which may be taken, an employee who works on a holiday may bank the holiday hours to be taken later, such later hours off to be mutually agreed upon by the Home and the employee. Any employee who works the employee's regularly scheduled FTE during the week that includes the holiday, with the holiday scheduled as a regular day off, shall have the option of taking pay as set forth in Article VII, Section 1 or banking the holiday hours to be taken later, such later hours off to be mutually agreed upon by the Home and the employee. No employee shall be required to work more than three (3) consecutive holidays.

Upon request of an employee, the Home, when scheduling holiday weeks for the employees, shall make a reasonable effort to schedule the holiday off on the same day as the employee's day off. The number of employees scheduled off under this provision will depend upon staffing needs as determined by the Home. Bargaining unit seniority shall prevail under this provision.

Section 5. Option of Day Off Before Holiday Worked. Employees shall have the option of having a day off on the day before a holiday worked unless the day off would be on a weekend or staffing needs do not permit.

#### ARTICLE VIII - Paid Leave Time and Leaves of Absence

Section 1. Military Leave. Employees will be granted military leaves of absence without pay in accordance with the federal statutes as amended.

Section 2. Request for Special Leave. An employee may request, in writing, a leave of absence without pay for personal reasons. The Home may, in its sole discretion, grant such a request for such period of time as the Home deems appropriate. Emergency leaves of absence will not be unreasonably withheld. A leave of absence for a period not to exceed one year shall be granted to not more than one employee with one or more years of bargaining unit seniority in order to accept a full-time position with the Union.

Any employee on unpaid leave of absence shall receive no benefits under the contract, other than that below, except the employee's seniority shall accumulate during such leave. For the duration of the leave, or eighteen (18) months, whichever is shorter, the employee can elect to continue to participate in the group health insurance program provided the employee pays one hundred percent (100%) of the total premium (employer and employee portions) for the insurance.

Section 3. Family and Medical Leave. Employees may be eligible for family and medical leave under the Federal Family and Medical Leave Act (FMLA), the Wisconsin Family and Medical Leave Act (WFMLA), or both. There are different eligibility requirements for these laws, different rights under the laws, and different procedural requirements for employees to follow. This section shall be interpreted and administered in accordance with applicable law.

#### **Eligibility Requirements**

##### A. FMLA

The employee must have been employed for at least 12 months and worked at least 1,250 hours in the preceding 12-month period.

##### B. WFMLA

The employee must have been employed for at least 52 consecutive weeks and worked at least 1,000 hours in the 52 weeks preceding the commencement of the leave.

#### **Length of Leave**

##### A. FMLA

Up to 12 weeks during any 12-month period for:

- 1) Birth or placement of a child for adoption or foster care.
- 2) To care for an immediate family member (spouse, child, or parent) with a serious health condition.
- 3) Employee's own serious health condition.
- 4) A qualifying exigency.



Up to 26 weeks during a single 12-month period for the serious injury or illness of a covered service-member.

## B. WFMLA

Up to 6 weeks during any 12-month period for:

- 1) Birth or placement of a child for adoption or as a precondition for adoption, but not both, if the leave begins within 16 weeks of the birth or placement.

Up to 2 weeks during any 12-month period for:

- 1) Serious health condition of a spouse, domestic partner, child, or parent of the employee, the employee's spouse or the employee's domestic partner.
- 2) Employee's own serious health condition.

Family leave as the term is defined by statute (sec. 103.10, Stats.), shall be in addition to an employee's maternity leave (medical disability) resulting from child birth and/or complications thereof provided for in Article VIII, Section 7.

During any approved family or medical leave, the Home will continue to make its contributions to the group health insurance premium set forth in Article X, Section 2, as mandated by law.

Leave qualifying under both laws (FMLA and WFMLA) will be counted against the employee's entitlement under both laws, as well as the employee's entitlement under administrative/personnel policies.

Section 4. Sick Leave Accumulation. All employees who have completed their probationary period shall earn paid leave time at the following rates:

38 - 40 hours per week = 8 hours per month

31 - 37 hours per week = 6 hours per month

24 - 30 hours per week = 5 hours per month

20 - 23 hours per week = 4 hours per month

One-half ( $\frac{1}{2}$ ) of the paid leave time hours shall be placed in a bank and reserved for catastrophic illness (an illness with the duration of three (3) or more days). The

catastrophic illness bank will accumulate from year to year. At the conclusion of each contract year an employee who is on the active payroll at such time shall be permitted to cash out at the employee's current straight-time hourly base rate any time in the catastrophic illness bank which exceeds four hundred and eighty (480) hours at the rate of fifty percent (50%). Eligible employees must elect the cash out option within two (2) weeks of notification by the Home of their eligibility for cash out. No more than four hundred and eighty (480) hours may be carried over from one contract year to the next. Any hours remaining at the conclusion of the contract year which exceed four hundred and eighty (480) hours and which are not cashed out shall be lost by the employee. The other one-half (½) of the paid leave time hours will be banked and may be used for scheduled and unscheduled absences.

Use of Catastrophic Hours – FMLA, WFMLA, Bereavement, etc. Pay from an employee's catastrophic account will begin on day three (3) of a single illness. Day 1 & 2 of each illness will be paid from the employee's PLT account unless the illness is five (5) continuous scheduled work days or longer at which point the catastrophic account can be used to cover all missed days. Employees may use catastrophic leave as defined herein to pay for leave taken under the Wisconsin Family and Medical Leave Act or for serious health conditions under the Federal Family and Medical Leave Act. In addition, catastrophic leave may be used to provide the employee with a bereavement period of up to five (5) working days in the event of the death of an immediate family member as defined in Article VIII, Section 6; and/or when home or domicile is destroyed or rendered uninhabitable by fire or an act of God. Employees with twenty (20) or more years of seniority at the Home who retire or voluntarily terminate their employment at the Home can cash out, on a dollar-for-dollar basis, one-half (½) of the hours in their Catastrophic Leave account.

PLT Carryover and Application to Health Insurance. Any balance in the Paid Leave Time (PLT) account on anniversary date may be applied to Health Insurance Premium or Pension Fund or may be cashed out on a dollar-for-dollar basis or converted

to the Catastrophic Account. At the employee's discretion, they can carry over two (2) PLT days until their next anniversary date.

PLT in Increments and for Worker's Comp, Disability, Etc. Paid leave time taken on an unscheduled basis shall be taken in increments of an entire workday except when an employee must leave work early, in which case only the work time missed shall be taken from their paid leave time. Paid leave time taken on a scheduled basis shall be taken in increments of no less than two (2) hours at a time. Any employee absent by reason of sickness or injury for three (3) or more consecutive days shall supply to the Home, upon its request, written certification from a licensed physician that the employee was unable to work by reason of sickness or injury. Employees may apply unused paid leave time to supplement bereavement leave, up to three (3) days, for necessary absence on account of death in the immediate family, or other relative as defined herein, where the funeral is more than One Hundred Fifty (150) miles from the employee's residence. Any employee who obtains catastrophic pay benefits by intentional fraud, deceit, or falsified doctor's statements, shall be subject to immediate discharge, suspension without pay, or to the loss of all accumulated sick leave, whichever penalty in the discretion of the Home is warranted by the case. The Home's discretion is limited to the penalty. Any employee who shall be absent for more than one (1) year due to illness or injury or any other reason shall lose all seniority rights and shall cease to be an employee, except in the event an employee is necessarily absent for a longer period of time due to a disability for which worker's compensation benefits are payable. Nothing herein contained shall prohibit the Home, without creating a precedent for other cases, from extending the one (1) year period in rare cases for employees absent for more than one (1) year due to illness. Nothing in this Article shall prohibit the Home from replacing an employee whose health prevents the employee from properly performing their duties. Employees shall be allowed to use accumulated paid leave time and catastrophic leave to compensate for the difference between worker's compensation benefits and regular pay, between disability pay and regular pay and may use accrued paid leave time for their own personal

medical or dental appointments. Regular part-time employees shall receive sick leave benefits based upon their normal scheduled shift.

Section 5. Return after leave. Unless reinstatement is otherwise required by law, for leaves of ninety (90) days or less in duration, the Home will make reasonable efforts to return the employee to a position in the employee's former department. 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 the employee is fully qualified is available. Where an employee is on a leave of absence by reason of a medical disability, the return to a position, if available, for which the employee is fully qualified will be granted on a return up to one hundred twenty (120) days, if medical necessity is filed with the Home forty-five (45) days after commencement of the leave. If an employee cannot be immediately reinstated, the employee will be placed upon a preferential hiring list and will be given first consideration before any other person is hired.

Section 6. Bereavement Service Leave. The Home agrees to pay all employees for necessary absence on account of death in the immediate family for up to three (3) days at straight-time hourly rate, for the employee to attend bereavement services or for bereavement. The term "immediate family" shall mean the employee's spouse or domestic partner (as defined by Wisconsin Statute § 40.02(21c) or § 770.01(1)), the child, stepchild, adopted child, or foster child of the employee or the employee's domestic partner, the employee's parent, step parent or the parent of the employee's domestic partner, brother, sister, grandparent and grandchild, and current mother-in-law and father-in-law. The Home agrees to pay all employees for absence on account of death of the following enumerated relatives for one (1) day at straight-time hourly rate, for the employee to attend the bereavement services. The term "relative" shall mean aunt, uncle, brother-in-law, or sister-in-law. Additional time off, without pay, or with the use of accrued benefit time, may be granted by the Home where a) the bereavement service is more than One Hundred Fifty (150) miles from the employee's residence and b) the orderly operations of the nursing home are not adversely affected. The Home may require reasonable evidence of death in the immediate family or of a relative, and

attendance at the bereavement service. Any employee who misses a scheduled weekend or partial weekend of work due to attendance at bereavement services, making arrangements for bereavement services or traveling associated with bereavement services more than one hundred fifty (150) miles from the employee's residence will not be required to make up hours missed.

In addition to the above bereavement service leave benefit, an employee shall have the right to apply up to three (3) days of any available accrued benefit pay to further extend the employee's bereavement service leave. If an employee elects this option, the employee shall notify the Home of the election as soon as practicable. An employee may apply for a longer bereavement leave under Section 2 of this Article.

Section 7. Maternity Leave. The parties recognize that maternity leave consists of medical disability resulting from pregnancy or abortion, child birth and/or complications thereof. Employees who are physically unable to work due to maternity, child birth or related conditions shall be entitled to each and every right and benefit as would an employee physically unable to work for any other reason. Unused paid leave time, catastrophic hours and vacation benefits may be taken during the period of any maternity leave.

All benefits to which the employee is entitled under the group insurance plan in effect at the time of medical disability shall be available to the employee on the same basis as any other illness.

Any leave of absence over and above that required medically shall be granted or not granted on the same basis as any other leave under Section 2 of this Article.

No special work limitations will be given to accommodate any sick or disabled employee unless recommended by the employee's physician and such work is available. Reasonable accommodations for a qualified individual with a disability will be provided unless such an accommodation would pose an undue hardship for the Home. The Home's decision regarding accommodations shall not be subject to the grievance/arbitration procedure.

This Section shall be interpreted and treated as mandated by applicable law.

## ARTICLE IX - Vacations

Section 1. Vacation Entitlement. Each full-time employee shall be entitled to a vacation with pay as follows:

1. After one (1) year of continuous service - two (2) weeks.
2. After five (5) years of continuous service - three (3) weeks.
3. After fifteen (15) years of continuous service - four (4) weeks.
4. After twenty-five (25) years of continuous service - five (5) weeks.

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 Worker's Compensation) during the previous year and shall be paid at the employee's straight-time hourly base rate plus applicable shift differential. Vacation is earned as of the employee's anniversary date and shall be taken during the twelve months following the employee's anniversary date; except that an employee who has completed six (6) months of work from date of hire may borrow and utilize one (1) week of their future vacation entitlement. If the employee does not complete twelve (12) months of service for any reason, that borrowed vacation benefit shall be deducted from their last paycheck.

Section 2. Employer Waiver of Entitlement. Where an employee has five (5) or more years of seniority and where by reason of circumstances beyond the control of the employee, such as extended illness, maternity leave, etc., such employee has been unable to become eligible for vacation, nothing herein contained shall prevent the Home, after due consideration of the particular circumstances from granting such employee a pro-rated vacation based upon the number of worked hours.

Section 3. Preference for Vacation. Employees may request their preference for vacation schedule subject to the Home's discretion to determine actual vacation schedules. The requests of senior employees shall prevail as between employees requesting the same vacation schedule; provided, however, that the Home shall determine how many employees in each classification and shift may be scheduled for vacation for any particular time. Insofar as is practicable under the circumstances, the Home will endeavor to schedule vacations so that an employee will have the weekend before and

after the vacation period off, without being required to work an additional make-up weekend. Each employee shall be entitled to request, subject to the procedure outlined in this Section for processing and approving/disapproving vacation requests, at least one full weekend off (two contiguous full shifts according to the employee's designated weekend) as vacation per anniversary year without being required to work an additional make-up weekend or being required to find their own replacement. The Home's determination as to practicality of whether an employee will have the weekend off without being required to find their own replacement is binding upon all employees and the Union.

In accordance with and subject to the above principles, the following procedure shall be used to schedule vacations:

One month prior to each request period each department shall post an annual vacation pick chart that shall specify how many employees, by each shift, may be scheduled for vacation during the upcoming vacation period.

Vacations shall be granted on the basis of seniority within a given classification, staffing permitting and provided the employee makes a request by signing up on the posted vacation chart within the applicable request period listed in this Section.

Employees who submit written vacation requests outside the applicable request period are not automatically precluded from taking a vacation during the applicable vacation period. Vacation requests outside the applicable request period must be submitted in writing at least two (2) weeks in advance of the posting of the work schedule.

Management shall respond to such requests within five (5) work days (Monday through Friday, inclusive) of the request. Failure to respond within this time frame will mean the request is approved. Such requests will be considered on a first-come/first-served basis. Disapproval shall not be for arbitrary or capricious reasons.

Employee Request Period	Vacation Period	Approval Date
February 1-March 15	May 1-October 31	April 1
July 1-August 15	November 1-April 30	September 1

Vacations may be taken by an employee one-half (½) day at a time. In the event that the Home is unable to schedule vacation before an anniversary date, the employee shall be allowed to carry over up to two (2) weeks of vacation at the rate in which earned, to the next anniversary date.

Vacations once scheduled may not be canceled by the Home, except in the case of an emergency.

Section 4. Vacation To Be Taken. There shall be no pay in lieu of vacation, except in unusual cases as mutually agreed on by the individual employee and Administrator or designee with notice to the Union.

Section 5. Vacation Pay in Advance. Upon written request at least one full pay period in advance of vacation, an employee will be paid vacation benefits on start of vacation.

Section 6. Vacation Time Increments. Normally, vacation time will not be granted in less than one-half (½) day increments. However, it is recognized that certain situations may arise when an employee would need only an hour or two away from his work area for personal reasons which may not be covered under other contract provisions. Therefore, vacation time may be granted for less than one-half (½) day, but not less than one (1) hour increments at the discretion of the Home which shall not be unreasonably denied.

#### ARTICLE X - Insurance Program

Section 1. Reference to Insurance Program Documents. The Home will maintain the insurance program as set forth in separate documents, which are annexed hereto and made a part hereof by reference. The Home may, upon written notice to the Union, and without further bargaining, change insurance carriers or plans so long as the level of benefits are substantially similar to the benefit levels and coverages in effect immediately prior to the change.

Section 2. Payment for Coverage. Effective July 1, 2018, the employee will pay the following amounts per pay period (24 of the 26 pay periods per year) toward the cost of their insurance premiums:



A.	Health Insurance		
		HMO#1	HMO-HDHP
	Single	\$141.94	\$81.74
	Family	\$361.37	\$191.78
B.	Dental Insurance		
	Single	\$3.55	
	Family	\$13.97	

Any increase in premium after July 1, 2019, and during the life of this contract will be shared equally (50%) by the Home and the employee, subject to the Side Letter of Agreement on Health Insurance for family coverage.

The Union and the Home agree that any additional health insurance program developed or offered during the term of this Agreement will be made available to eligible bargaining unit members on the same basis as other hourly paid employee groups at the Home. Nothing contained herein shall prevent the Home from offering additional health or dental plans as an option to bargaining unit employees. The Union shall be notified of the Home's intent to offer additional plans before notification to employees.

Section 3. Life Insurance Amount. The Home will provide life insurance for all eligible employees in the amount of \$20,000.00.

Section 4. Short-Term Disability. The Home pays 100% of the cost of a short-term disability program. The Home may, upon written notice to the Union and without further bargaining, change insurance carriers or disability plans.

#### ARTICLE XI - Pension

Section 1. Contribution by Home. The Home will contribute on behalf of the employees to a mutually approved T.S.A. plan as follows:

A. Three percent (3%) for each employee who has five (5) or more years of continuous service.

B. Five percent (5%) for each employee who has ten (10) or more years of continuous service.

C. Seven percent (7%) for each employee who has fifteen (15) or more years of continuous service.

Section 2. TSA Payments. T.S.A. payments will be made on a monthly basis.

Section 3. Employee Contributions. Any employee may, at the employee's own expense, choose to make contributions to the plan over and above the Home's contributions. These contributions will be regular and consistent as to amount during the contract year.

Section 4. Entitlement Determined by Contract Dates. In calculating entitlement as to percent of contribution, the employee's length of service on each annual anniversary date of the effective date of this contract will determine employees' service status and entitlement. Employees' anniversary dates will not be recognized so as to cause roll-up during any contract year.

## ARTICLE XII - Wages and Overtime

Section 1. Wages Pursuant to Appendix A. Employees will be paid according to the wage rates set forth in Appendix A of this Agreement. If any employee in any wage category is temporarily transferred by the Home to a job function in a higher wage category, the employee will receive the starting wage rate of the higher wage category.

If an employee in any wage category is temporarily transferred by the Home to a job function in a lower wage category, no reduction in the employee's wage rate shall be made for such a period of transfer.

When an employee selects a job transfer which leads the employee to go up a wage category(ies), the employee's wage increase shall equal the difference between the starting rates in the categories.

Conversely, when an employee selects a job transfer which leads the employee to go down a wage category(ies), the employee's wage rate shall be decreased by the difference in the starting rates between the category(ies), and the employee shall be eligible for all contractual increases from that time forward.

In the event the parties voluntarily reclassify a job title, the above procedures shall be followed.

An employee who transfers to a Weekender position shall be paid the greater of the employee's current rate of pay or the Weekender rate.

Section 2. Overtime Pay. An employee shall be compensated at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate for all hours worked in excess of forty (40) hours in any seven (7) day period or in excess of eight (8) hours of any one day; provided, however, that any employee who works in excess of eight (8) hours in any one day because (a) the employee requested a change in their work schedule, or (b) the employee's schedule was changed due to their agreement with another employee to exchange or switch hours, shall be compensated at their straight-time hourly rate for such excess hours. Regular hours not worked by reason of holiday shall be considered hours worked for purposes of this section. "Straight-time hourly rate" means the rate set forth in the Appendix for the job categories and does not include overtime rates or premium rates.

Section 3. Annual Longevity Cash Bonus. All eligible employees, on the payroll at the time of the payout, shall be paid an annual longevity cash bonus based on the following eligibility criteria:

Years of Seniority	Cash Bonus Amount
3-5 years	\$25
6-10 years	\$50
11-15 years	\$75
16-20 years	\$100
21 years or more	\$150

Longevity cash bonus payments shall be paid by separate check, except those employees with direct deposit whose payment voucher will show a bonus payment entry separate from the regular wage payment entry, on or about the 15th of December each year based on seniority as of December 1<sup>st</sup> of that year.

ARTICLE XIII - Representative and Union Membership

Section 1. Premises Investigation. A Representative of the Union shall be admitted to the office of the Administrator, during working hours, for purposes of administering this Agreement and shall be given any necessary further access to the premises; but at no time shall such activities interfere with the orderly operation of the Home; and further provided that no such Union Representative shall talk or meet with any employee while such employee is working without the express permission of the Administrator or designated representative. However, the Administrator or designated representative shall cooperate to the extent necessary for any condition to be investigated to the end that the Union's rights as established by law will be protected.

Section 2. Union or Non-Union Membership. It is agreed that whether or not an employee in the unit is a member of the Union is a matter for the employee's own conscience and that there shall be no coercion of any employee in any manner by Union members, non-Union members or representatives of the Home as to whether or not the employee should or should not join the Union and violation of this rule shall be grounds for discharge.

Section 3. Check Off.

1. Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's probationary period, and remit to the Union regular monthly dues as fixed by the Union.

2. The Employer shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions; nor, shall the Employer be obliged to make dues deductions where the employee has filed with the Employer a revocation of the authorization for dues deduction.

3. One representative of the Union will be given twenty (20) minutes at the end of orientation with new employees to present the rights and benefits available through the Collective Bargaining Agreement and the Union, including the availability of Union membership and of the dues deduction procedure. The content of this presentation and

any materials which the Union proposes to distribute will be reviewed and approved by the Employer upon the Employer's request. The Union representative presenting and employees who choose to attend the twenty (20) minute presentation will be on paid time.

4. Each month, the Employer shall remit to the Union all deductions for dues so deducted for the preceding month, together with a list of all employees from whom deductions have been made. Such list will be in electronic format.

5. The Union agrees to indemnify and hold the Employer harmless from any claims, actions, or proceedings in any manner arising from such deductions.

Section 4. Union Leaves. Employees may use accumulated vacation, holiday, or PLT to cover all or part of any leave taken in accordance with this section or they may take leave without pay at their sole discretion. Employees on union leave shall continue to accrue vacation, holiday, PLT and seniority if they are in pay status using accrued benefit time. Time off without pay taken for these leaves will not be used to reduce an employee's full or part-time status. Requests for union leave will not be unreasonably denied.

1. Union conferences, conventions, training sessions: Upon two (2) weeks' written notice prior to the posting of the schedule, up to four (4) bargaining unit employees shall be allowed to attend union conferences, conventions, and training sessions. Such leaves will not exceed five (5) scheduled work days per employee per calendar year. In scheduling and designating employees for such leaves the Union agrees to work with the Home to avoid inadequate staffing situations.

2. Bargaining session attendance: Employees who are duly elected members of the bargaining team shall be allowed, staffing permitting, to attend all bargaining sessions and related union caucuses.

Section 5. Union Leave for Special Projects. Up to two (2) employees with one or more years of bargaining unit seniority shall be granted a paid Union leave of absence to participate in special Union projects. Such Union special projects leaves shall not

exceed one (1) year in length. Only one (1) such Union special projects leave will be allowed per contract year.

An employee on a Union special projects leave shall accrue seniority, receive wage increases and retain all benefits during the leave. The Union shall reimburse the Home for the entire cost of wages and benefits during Union special projects leaves including but not limited to employer contributions toward applicable employment taxes; premiums for health, dental, life, disability and worker's compensation insurance; and employer contributions to T.S.A. Upon return from a Union special projects leave of absence, the employee shall be returned to the employee's former position (defined as job classification and FTE status), if it exists. If the position no longer exists, the employee shall be returned to an equivalent vacant position, if available, for which the employee is qualified.

Section 6. Labor-Management Meetings. Picking their own representatives, the parties agree to meet at mutually agreeable times and places, at least monthly, to discuss and resolve issues of mutual concern. Employee representatives at such meetings shall not suffer loss of pay for participation in such meetings.

#### ARTICLE XIV - Discharge and Discipline

Section 1. Discipline for Just Cause. The Home may discharge, suspend or otherwise discipline for cause any employee who has satisfied their probationary period, subject to the grievance procedure. Normally such discipline shall include the sequence of verbal warning, written warning, suspension and termination. If the Home decides to suspend an employee, such suspension shall commence as soon as reasonably possible following the decision to suspend, and the term of the suspension shall, to the extent that scheduling will reasonably permit, be served as one continuous time period. The Home shall notify any bargaining unit employee of their right to union representation at any disciplinary meeting, or any meeting that may result in discipline against that employee, and will arrange that representation with the Union if so requested.

Section 2. Notification of Discipline. The Home shall notify the Union, by faxing or e-mailing written notification thereto, and by delivery to one of the employees

designated by the Union as a Union delegate, of any discharge or suspension of any employee, within forty-eight (48) hours of such discharge or suspension.

Section 3. Notice to Contest. If the Union desires to contest the discharge or suspension, it shall mail or hand deliver written notice thereof to the Home within seven (7) days from the date of the receipt of the notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth; however, commencing at Step 3 of the grievance procedure.

Section 4. Inclement Weather. Employees will receive attendance points for a weather-related tardy or absenteeism on days not designated by Management as inclement weather days but no employee shall be discharged based solely on a point assessed as a result of a weather related tardy or absenteeism on such days. (For example, if an employee is one point away from termination and receives an additional point due to a weather-related tardy or absence on a non-designated day, the employee will not be terminated based on that point alone.)

Section 5. Discipline and Discharge Relating to Resident Care. In cases involving resident care, the parties agree that any statements from residents or family members shall be admitted into evidence at arbitration and the arbitrator shall decide the appropriate weight to be given such statements. The parties also agree that the arbitrator will draw no inference of any kind whatsoever from the failure or inability of a resident or family member to appear and testify.

#### ARTICLE XV - Adjustment of Grievances

Section 1. What is a Grievance. A grievance shall mean a claim, arising from an event occurring during the term of this Agreement, by an employee or the Union that the employee's 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, identifying the grievant or grievants, within fifteen (15) days (seven (7) days in case of discharge or suspension) of the event giving rise to the grievance and unless such written grievance specifies the remedy requested.

Section 2. Steps in Grievance Arbitration Procedure. Grievances shall be resolved in the following manner:

STEP ONE. Except in case of discharge or suspension, a grievance shall be presented to the grievant's immediate supervisor or designee. Within five (5) working days (defined for purposes of this Section as excluding Saturdays, Sundays and holidays) after the submission of a grievance, the grievant and their Union representative shall meet with the grievant's immediate supervisor or designee to discuss the matter. At that time, the supervisor or designee shall give a written answer to the grievant and/or Union representative.

STEP TWO. If the grievance is not resolved at Step One, it may be appealed by the Union and/or the grievant to the grievant's department head or designated representative, in writing, within five (5) working days after the supervisor's answer in Step One. Such appeal must specify the contract provision or provisions, which are claimed to have been violated. Within five (5) working days after such appeal, a meeting shall be arranged between the grievant and/or the Union and the department head and/or designee to discuss the matter and its possible resolution. If the matter is not resolved at such meeting, the department head shall give a written answer to the grievant within five (5) working days after such meeting.

STEP THREE. If the grievance is not resolved at Step Two, it may be appealed by the Union and/or the grievant to the Administrator and/or designee within five (5) working days of the receipt of the written answer of the previous step. A meeting shall be arranged between the Union and the Administrator and/or designee to discuss the matter and its possible resolution within five (5) working days of the request of the appeal. Within five (5) working days of the meeting, the Administrator and/or designee shall give a written answer to the grievant and to the Union at its office. If not resolved, either party may request one mediation session. The request shall be made within seven (7) working days of the receipt of the Step Three answer by the Union at its office. The mediation request shall be made to the Federal Mediation and Conciliation Service.



STEP FOUR. If the grievance is not resolved at Step Three, 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 seven (7) working days after the mediation meeting outlined in Step Three. In the event arbitration is requested the parties shall endeavor to select an arbitrator on the staff of the Wisconsin Employment Relations Commission by mutual agreement. If the parties are unable to agree upon an arbitrator within five (5) working days, the grieving party shall request the Wisconsin Employment Relations Commission to provide an arbitration panel of five (5) staff members. Both parties may reject one arbitration panel provided by the WERC within five (5) working days of receipt of the panel. Within five (5) working days of receipt of the accepted panel the parties shall, beginning with the grieving party, alternately strike names from the panel until one name remains. The remaining person shall be the arbitrator of the particular dispute. More than one (1) grievance at a time may be submitted to the arbitrator, if mutually agreed upon by the parties. The parties agree that once a party has decided to move a dispute to arbitration the parties will work to have the hearing scheduled and conducted in a prompt manner.

Section 3. Fees and Expenses. 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. Arbitrator's Jurisdiction. The parties agree that the arbitrator must interpret this Agreement and apply it to the particular case presented to the arbitrator; but the arbitrator 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. Exclusion from Arbitration. 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 involving the terms of this contract other than the foregoing may be referred to arbitration.

Section 6. Union Stewards. Staffing permitting, duly designated Union stewards shall be allowed a reasonable amount of work time to investigate and process grievances. In addition, Union stewards shall not suffer loss of pay for time during investigatory and/or disciplinary meetings and time in scheduled grievance meetings with representatives of the Home.

#### ARTICLE XVI - Pay Premiums and Differential Pay

Section 1. On-Call Pay. Employees who are scheduled by the Home to be "on-call" while off the premises shall receive an on-call pay premium equal to one hour of straight time pay for each shift of "call-in" time. In the event such employee is called to work during the "call-in" period, he or she shall receive a minimum of two (2) hours of work or pay at one and one-half (1 ½) times his or her straight time hourly rate for all time worked, in addition to the "on-call" pay premium.

Section 2. Weekend Differential. A weekend differential in the amount of One Dollar (\$1.00) per hour shall be paid to all regular full-time and regular part-time employees (excluding Weekender) for all hours worked on the weekends. The weekend differential will not be paid in any situation where employees are receiving any form of premium pay.

Section 3. Shift Differential. A shift differential in the amount of One Dollar (\$1.00) per hour shall be paid to all regular full-time and regular part-time employees (excluding Weekender) for all weekday hours worked on any shift starting on or after 12:00 PM (noon). All regular full-time and regular part-time employees (excluding Weekender) whose shift starting time occurs before 12:00 PM (noon) shall receive the shift differential only if their shift continues four (4) or more hours after 3:00 PM, and then only for those hours that occur on or after 3:00 PM. This shift differential shall not be paid for any hours for which the employee is paid a weekend differential.

Section 4. Orientation Differential. All employees who are assigned by the Home to orient new hires will receive a sixty cent (\$.60) per hour premium for all such hours

worked. It is contemplated that each new orientee shall be assigned to a specific employee designated by the Home to orient them. No CNA or RA will be expected to orient more than one new hire at a time. The orientation shall be a minimum of one (1) week for the CNA orientee. The length of orientation for RA and other employees shall be determined by the Home.

#### ARTICLE XVII - Job Descriptions

Section 1. Negotiation Descriptions. The Home and the Union have negotiated and agreed upon job descriptions for all employees covered by the terms and conditions of this Agreement. Any changes in the job descriptions during the term of this Agreement or regarding new jobs, which have been created, which have not been previously performed by any employee shall be the subject of discussion by and between the Union and the Home at the monthly delegate meetings. The Home agrees to meet and discuss any changes to existing job descriptions or the development of new job descriptions prior to their implementation.

Section 2. Emergency Needs. Nothing contained in any of the job descriptions negotiated and agreed to by and between the Union and the Home, shall be construed in any way as prohibiting the Home in an emergency situation from assigning job duties or tasks not referred to in the job description for that particular employee. Nothing contained in this Collective Bargaining Agreement shall prevent the Home from unilaterally implementing any and all changes necessary to insure compliance with the Americans with Disabilities Act.

#### ARTICLE XVIII - Health and Safety

Section 1. Observing Health and Safety Laws. The Home and employees shall observe all applicable health and safety laws and regulations and will take all reasonable steps to ensure health and safety within the facility. Employees shall observe all facility rules and regulations pertaining to health and safety. Should an employee become aware of conditions the employee believes to be unhealthy, or dangerous to the health and safety of employees and/or residents, the employee shall correct the situation if possible

or report the conditions immediately to the Department Head in writing. All unsafe and/or unhealthy conditions shall be remedied as soon as is practicable by the Home.

Section 2. Work for Disabled Employees. Employees with partial disability or those who are injured on the job and who are unable to perform their regular job as described will be afforded the opportunity to perform other work, provided they are qualified and fully able to perform work as required by the facility and verified by competent outside medical judgment.

Section 3. Infectious Diseases. The Home agrees to keep employees fully informed of any known infectious diseases that may be present in the facility and will take all reasonable steps to protect residents and employees from infectious disease.

Section 4. TB Screening. TB screening (including a skin test and follow-up chest x-ray, if necessary) shall be at no cost to the employee.

Section 5. Tools and Equipment. All tools and equipment necessary to carry out a safe and effective job shall be supplied by the Home and maintained in good working order. Employees share in the responsibility not to abuse tools and equipment, and to report non-functioning equipment immediately with a work order form.

Section 6. Personal Belongings. The Home shall provide adequate space for employees to store their personal belongings during periods of work. The Home is not responsible for lost, stolen or damaged personal belongings. The Home shall provide a non-removable rod on which employees may secure their coats.

#### ARTICLE XIX - General

Section 1. No Discrimination. Neither the Union nor the Home shall discriminate against any employee on account of race, color, national origin, creed, sex, ancestry, handicap, age, marital status, political belief, union membership or non-membership or any other protected status under applicable law.

Section 2. Special Gratuitous Benefits. 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. Bargaining New Matters. 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.

Section 4. Jury Duty. In the event an employee is called for jury duty, time off shall be granted for the actual time said employee must serve. Full-time employees and regular part-time employees will be paid the difference between the pay the employee would normally receive from the employer and the amount received for jury service, provided, however, an employee must report to work if jury duty does not require their full attendance.

Section 5. Pro-rata Formula. Except for holiday pay for hours actually worked on a holiday by regular part-time employees (see Article 7.1), and bereavement leave as provided in Article VIII, Section 6, the amount of holiday and sick leave benefits payable to a regular part-time employee shall be that certain percentage of the said benefits payable to a full-time employee as the ratio of the average number of hours worked per calendar week by said regular part-time employee bears to forty (40) hours. The "average number of hours worked per calendar week" is defined as the weekly average of the actual hours worked by a part-time employee for the three pay periods immediately preceding the benefit period.

Section 6. Bulletin Board. The Home shall provide bulletin boards in the areas utilized by employees for break periods and a bulletin board in the office containing the time clock on the main floor for the exclusive use of the Union, but materials posted shall be limited to notices of meetings, social occasions of the Union and other matters of interest to members of the Union; but with the provision that no materials shall be posted

that could be interpreted as derogatory to the Home, its Board of Directors, management staff, supervisors or any employees.

Section 7. Uniform Allowance. The Home will pay an annual sum of Seventy-five Dollars (\$75.00) as uniform allowance to each employee required to wear a uniform. This allowance shall not become due or payable until the employee's anniversary date of employment. Upon submission of a receipt, employees who are not required to wear a uniform will be reimbursed up to Sixty Dollars (\$60.00) each anniversary year for the purchase of scrubs or shoes, for use at the Home. If, in the course of employment, an employee's uniform or work clothing is torn, damaged or destroyed by a resident, the Home will repair or replace the clothing at its discretion, or reimburse the employee for the article of clothing, with a limit for such repair, replacement or expenditure of fifteen dollars (\$15.00) per incident.

Section 8. Enforcing Work Rules and Regulations. In prescribing and enforcing reasonable work rules and regulations, the Home agrees that all such rules and regulations shall be interpreted and applied uniformly but the application of discipline for violation shall be based upon the circumstances of each case.

Section 9. Issuance of Biweekly Checks. Employees will be paid bi-weekly every other Thursday either by direct deposit, or in the event an employee does not have a bank account, an employee will be paid by an alternative method.

Section 10. Unlawful Provision. 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 11. Reimbursement for Expenses. The Employer shall reimburse an employee any and all reasonable expenses incurred in the performance of the employee's duties.

Section 12. Binding on Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

Section 13. Effective Dates of Contract. 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 8, 2018 and shall remain in full force and effect until July 3, 2021, whereupon the Agreement, except for Article III, Section 2, shall expire. Negotiations regarding a new agreement shall not commence earlier than ninety (90) days prior to the expiration of this Agreement.

ARTICLE XX - Staffing

The Employer recognizes its responsibility to be a leader and model in programs, services, and housing for older adults and others in need. Both parties recognize their responsibility to promote and encourage relationships among and between all levels of staff and residents that are based upon mutual respect, that recognize the dignity of all parties, that engender trust and that shall be free of all forms of abuse. To assist staff in the safe and effective performance of their duties regarding the care of residents, the Employer agrees to provide staff with in-services on the special care needs of these residents and the proper techniques for delivering that care. The Employer will generally offer mandatory in-services on two (2) days and will also offer mandatory in-services by video/audiotape unless employee participation is required.

Dated this 31<sup>st</sup> day of October, 2018.

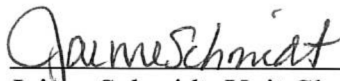
SEIU HEALTHCARE WISCONSIN



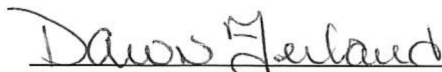
Dian Palmer, President



Alan Farnsworth, Staff Representative



Jaime Schmidt, Unit Clerk



Dawn Ferland, CNA Med Tech

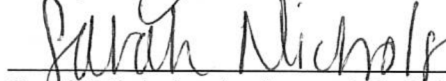
SKAALEN NURSING AND  
REHABILITATION CENTER, INC.



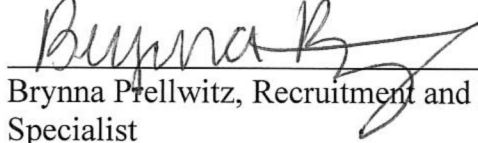
Kris Krentz, CEO



Nancy Martin, Human Resources Director



Sarah Nichols, Assistant Administrator



Brynna Prellwitz, Recruitment and Retentions Specialist



APPENDIX A

Wages

Section 1: For employees hired on or after the first full pay period after ratification, the starting rates will be as follows:

	0-3 years	3-5 years	5+ years
Category I Laundry, Supply Clerk, Special Projects Worker, Housekeeping, Activity Aide	\$11.00	\$11.33	\$11.67
Category II Activity Therapy Assts., Transportation, Food and Nutrition	\$11.50	\$11.85	\$12.20
Category III Resident Assistant I	\$13.00	\$13.39	\$13.79
Category IV Cook, Maintenance I, Beautician	\$13.50	\$13.91	\$14.32
Category V CNAs, Resident Assistant II, Medication Aide, Unit Clerk, Maintenance II	\$14.00	\$14.75	\$15.50
Category VI Maintenance III	\$15.00	\$16.00	\$17.50

Pay in Lieu of Benefit Staff (PILOB)

Start Rate	\$14.40
Employees with more than three years of in-house seniority	\$15.00

Weekender

Nursing - \$15.50 per hour on the weekend, regular CNA wages for shifts during the week.

Food and Nutrition - \$12.44 per hour and Cook - \$14.61 per hour on the weekend, regular Food and Nutrition and Cook wages for shifts worked during the week.

RAI - \$14.07 per hour and RAI - \$15.50 per hour on the weekend; regular RA

wages for shifts during the week.

Overtime paid for over 40 hours per week.

In-House Pool (IHP)

Day-Shift Weekdays: CNAs and RAIIs \$13.04; RAI \$12.09

PM's, Nights, Weekends and Holidays CNAs and RAIIs \$14.04; RAI \$13.09

Overtime paid for over 40 hours per week.

Medication Aide

Wage supplement of \$.75 per hour added to regular base rate.

Medication Aides shall receive the hourly supplement for any shift where any time is spent performing any of the duties of a Medication Aide at the request of the Home (i.e. by a supervisor or managerial employee, including RNs and LPNs) whether scheduled in advance or requested by the Home prior to or during a shift and shall not be paid for less than eight (8) hours for each shift, unless such shift is scheduled less than eight (8) hours. If the Medication Aide is scheduled, but is unable to work as a Medication Aide due to a management decision, the eight (8) hour minimum supplement shall apply, unless said shift is scheduled less than eight (8) hours.

Section 2: Effective July 8, 2018, all employees on the payroll will receive the greater of a 3.00% increase in their base hourly rate or the hourly rate on the wage scale set forth in Section 1 that coincides with their seniority at Skaalen, as of the effective date of the increase.

Section 3: Effective July 7, 2019, all employees on the payroll will receive a 2.50% increase in their base hourly rate.

Section 4: Effective July 5, 2020, all employees will receive a 2.50% increase in their base hourly rate.

Section 5: In the event an individual is hired into a bargaining unit position at a pay rate higher than the pay rate of any existing employee in the same classification whose seniority at Skaalen is equal to or greater than the experience of the new hire, the pay rate of the existing employee will be increased to equal the pay rate of the new hire on the

hire date of the new employee. Existing employees will advance through the wage scale according to years of service (moving on anniversary date) and will not earn less than the hourly starting rate for the applicable classification and years of service.

Section 6: Within thirty (30) days after ratification of the July 8, 2018 – July 3, 2021, collective bargaining agreement, all bargaining unit employees on the payroll on the date of ratification whose wage rate increases upon ratification shall be paid retroactively the difference between their new rate of pay and the rate of pay prior to ratification applied to the period from July 8, 2018 to the date of ratification.

APPENDIX B  
Job Classifications

CATEGORY I

Laundry  
Supply Clerk  
Special Projects Worker  
Housekeeping  
Activity Aide

CATEGORY II

Transportation  
Activity Therapy Asst.  
Food and Nutrition

CATEGORY III

Resident Asst. I

CATEGORY IV

Cook  
Maintenance I  
Beautician

CATEGORY V

CNA  
Medication Aide  
Resident Asst. II  
Unit Clerk  
Maintenance II

CATEGORY VI

Maintenance III

## SIDE LETTER OF AGREEMENT

### Influenza Vaccination Program

The parties agree that it is important to promote immunization of healthcare workers against influenza and other vaccine-preventable illnesses. The Union recognizes the Home's right pursuant to Article II, Section 1 of the collective bargaining agreement to prescribe and enforce reasonable rules, including an influenza vaccination program. In the event the Home implements a mandatory influenza vaccination program, the parties agree that any such program shall allow for the following:

- Thirty (30) calendar days written notice will be provided to the Union prior to the effective date of the program.
- Exemption to immunization may be granted for medical contraindications. Criteria for medical exemption will be established based on recommendations from the Centers for Disease Control and Prevention or other medically documented contraindications to influenza vaccination. Employees requesting exemption due to medical contraindications must have their healthcare provider complete a Medical Exemption form. Employees requesting a medical exemption must have the form submitted to the Home within four (4) weeks of the Home's announcement of the flu clinics. The Home shall rely on the healthcare provider's certification of any medical contraindication absent reasons to question the authenticity of the certification.
- Employees shall only be required to provide a medical exemption once, if the condition is permanent. If the condition is temporary or if the employee chooses to receive the vaccine after submitting the medical exemption, they shall be required to submit another medical exemption if they wish to be exempt from the requirement in subsequent seasons.
- Exemption to vaccination may be granted for non-medical reasons, such as bona fide, sincerely held religious beliefs. Employees requesting an exemption for a non-medical reason must attend or view an educational in-service on the flu vaccine. If after such in-service is completed the employee still requests an exemption they must submit an exemption form within two (2) weeks of the Home's announcement of the flu clinics.
- Each request for exemption based on non-medical reasons will be evaluated by the Home. The decision regarding a request for exemption based on non-medical

reasons will be made by the Home. Requests for exemption based on non-medical reasons shall not be unreasonably denied.

- If an employee is vaccinated through services other than the Home, they must provide proof of immunization to the Home by the deadline set by the Home. Acceptable proof of vaccination includes a practitioner's note, a receipt, or a copy of the administration record provided the documentation identifies the specific vaccination given, the date of vaccination, and the provider's name.
- The deadline dates may vary from year-to-year and will be determined by the Home.
- In the event of a vaccine shortage, the Home may suspend or revoke all or part of this mandate.
- Employees whose exemption request is approved will be strongly encouraged to wear a mask at all times when performing cares, feeding or conducting other activities in direct contact with residents (within 3 feet) during the flu season, as defined by the Home's Medical Director on an annual basis. The Home will provide masks in central locations.
- Employees who receive a flu vaccine yet still contract the flu during a facility flu outbreak will not have an absence counted against the attendance policy provided the employee provides confirmation from their health care provider.
- The effectiveness of and participation in the Influenza Program will be reviewed, upon request, on an annual basis at labor-management meetings.

## SIDE LETTER OF AGREEMENT

### Unit Clerk On-Call Procedure

The nature of Skaalen Nursing and Rehabilitation Center's business has changed such that weekend admissions are becoming a more regular occurrence, necessitating a need for Unit Clerk coverage on the weekends to process admissions. In order to provide coverage with Unit Clerks for admissions on weekends, Skaalen Nursing and Rehabilitation Center has determined that an On-Call procedure will be utilized, with pay commensurate with Article XVI of the Collective Bargaining Agreement between Skaalen Nursing and Rehabilitation Center and SEIU Healthcare Wisconsin. Skaalen Nursing and Rehabilitation Center and SEIU Healthcare Wisconsin have discussed Skaalen's decision and have reached the following agreement:

1. One Unit Clerk shall be scheduled On-Call from 6:30 a.m. to 3:00 p.m. on Saturday and Sunday each weekend. The Unit Clerk who is On-Call shall receive the On-Call pay as provided in Article XVI Section 1 of the Collective Bargaining Agreement between the parties referenced above, with each scheduled day, from 6:30 a.m. to 3:00 p.m., constituting a shift for purposes of the On-Call premium set forth therein.
2. The Unit Clerk who is On-Call is required to call in to the facility to the House Charge at 8 a.m. and again at noon on each day of On-Call to determine if needed on that date. If the Unit Clerk is needed before 8 a.m., Skaalen will call the Unit Clerk at the contact telephone number provided by the Unit Clerk. When possible, Skaalen will also give the On-Call Unit Clerk notice on the Friday just preceding the weekend of any then known admissions.
3. The On-Call Unit Clerk has one hour and fifteen minutes (1 ¼ hours) to arrive at Skaalen after being called in by Skaalen or within the same time frame of the Unit Clerk's call to Skaalen (per item 2 above).
4. The Unit Clerks shall rotate weekends, however, trading weekends shall be allowed amongst the Unit Clerks with prior approval from Skaalen which shall not be unreasonably denied.
5. Each Unit Clerk shall be allowed one (1) weekend day per calendar quarter off provided the Unit Clerk has attempted to trade the weekend day but was unable to secure a trade.
6. In the event a trade cannot be secured for a weekend day off, the Unit Clerk shall so inform, at least two (2) weeks prior to the date the Clerk wants off, the Director of Nursing who shall make separate arrangements for the Unit Clerk to be off the weekend day (which may include assigning the work to non-bargaining unit or supervisory staff member).
7. Absences (for example, due to illness) or failure to timely report in response to a call-in when scheduled on call will be considered under the Attendance Policy and may result in disciplinary action.
8. This Unit Clerk On-Call Procedure may be discontinued at any time at Skaalen's discretion upon 30 days' written notice to the Union and the Unit Clerks.

## SIDE LETTER OF AGREEMENT

### Health Insurance

The Employer and the Union agree that on a one-time basis, for the increase in the premium for family coverage health insurance offered by the Employer effective July 1, 2018 for the July 1, 2018 to June 30, 2019 insurance contract year only, the increase will be shared 80%/20% between the Employer and the employee. Any increase in the premium for family coverage health insurance offered by the Employer effective July 1, 2019 and effective July 1, 2020, for the July 1, 2019 to June 30, 2020 and the July 1, 2020 to June 30, 2021 insurance contract years, will be shared 70%/30% except that any increase in the total premium in those two years beyond 10% will be shared 50%/50%. This Side Letter of Agreement shall sunset upon expiration of the term of the 2018-2021 collective bargaining agreement.



## SIDE LETTER OF AGREEMENT

### Weekend Scheduling

Agreement made this 8th day of July, 2018, between SKAALEN NURSING AND REHABILITATION CENTER, INC., Stoughton, Wisconsin, (hereinafter referred to as "the Home"), and SEIU HEALTHCARE WISCONSIN (hereinafter referred to as "Union")

WHEREAS, the parties wish to continue to attract employees of the Home to fill weekend scheduled holes rather than utilizing outside pool agencies; and

WHEREAS, the Home has been doing so by making some additional premium payments to employees on an as needed basis to encourage employees to sign up for certain weekend scheduled holes; and

WHEREAS, the parties wish to reduce their agreement to writing in the form of a Side Letter of Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. It is solely the Home's discretion as to the number of weekend scheduled holes filled and which particular holes or shifts are filled.
2. The Home may first fill weekend scheduled holes with part-time employees based upon preference and seniority with preference prevailing. The Home may, at its sole discretion, elect to pay part-time employees who fill weekend scheduled holes that have been determined by the Home to be eligible, premium pay at the rate of time and one-half their base rate of pay.
3. Employees who work the additional weekend shifts shall not be eligible for the on-call premium pay referred to in Article XVI of the collective bargaining agreement.
4. Full-time employees (those who are regularly scheduled full-time as opposed to those who work up to full-time) who have worked forty or more hours in the week during which the weekend scheduled hole falls shall receive double-time (double their base rate) for any additional weekend scheduled hole shift worked if the scheduled hole has been identified by the Home as one eligible for premium pay.
5. Only regular full-time and regular part-time, excluding Weekender and In-house Pool, employees are eligible to participate in this program.
6. The Home has discretion regarding what department(s) will be using this program for weekend scheduled holes.

7. Weekend scheduled holes will be filled based upon preference and seniority, with preference prevailing.

8. If an employee fails to work a scheduled shift in the same two-week period or is otherwise ineligible for incentives for picking up shifts, the employee will not receive any premium pay for any shift worked hereunder.

9. The Home may discontinue this program, in its discretion and at any time, upon written notice to the Union, when, in the Home's opinion, the need no longer exists.