

**AGREEMENT BETWEEN**

**THE VILLA AT LINCOLN PARK, LLC**

**AND**

**SEIU HEALTHCARE WISCONSIN, CTW, CLC**

**December 1, 2018 to November 30, 2021**

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THIS AGREEMENT, made and entered into by and between The Villa at Lincoln Park, LLC, hereinafter referred to as the "Employer," and SEIU HEALTHCARE WI, CTW, CLC, hereinafter referred to as the "Union."

**WITNESSETH THAT:**

It is the intent and purpose of the Employer and the Union in entering into this Agreement to set forth their agreement on rates of pay, wages, hours of employment, and other conditions of employment to be observed by the parties hereto and the employees covered hereby so as to promote orderly and peaceful relations between them, to keep open communications, to achieve uninterrupted operation of the facility, to provide a procedure for the prompt and equitable adjustment of grievances arising hereunder and to achieve the highest level of employee performance consistent with safety, good health and sustained effort, and that it is mutually agreed as follows:

**ARTICLE 1. Recognition**

The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for employees within the job classifications and units covered by this Agreement. The Employer values its relationship with its Employees and the Union and desires to establish an orderly method of labor relations, to protect the rights of all Employees and to avoid strikes, picketing and other disruptions in services.

**ARTICLE 2. Non-Discrimination**

**Section 1.** Neither the Employer nor the Union shall discriminate against any employee because of race, creed, sex, sexual orientation, gender identity, marital status, political belief, national origin, age, union status, disability pursuant to the Americans with Disabilities Act of 1990, nor Vietnam era veterans as defined in the Vietnam Era Readjustment Act, nor any other protected classification as defined by applicable state or federal law.

**Section 2.** The use of the terms "he," "his," herein shall mean and refer to both male and female employees.

**Section 3.** Employees and management have the right to be treated with dignity and respect. Management and Union employees agree to cooperate in their efforts of resolving concerns and disputes in a mutually respectful and courteous manner.

**ARTICLE 3. Union Membership**

All employees covered by this Agreement who are members of the Union on the effective date of this Agreement may maintain membership in good standing in

the Union and employees who are not members of the Union on the effective date of this Agreement and all employees who are hired thereafter, shall have the option to become and remain members of the Union in good standing on and after the ninety-first (91<sup>st</sup>) day following the beginning of their employment, or on and after the ninety-first (91<sup>st</sup>) day following the effective date of this Agreement, whichever is the later.

#### **ARTICLE 4. Indemnification**

The Union shall indemnify, defend and hold the Employer harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the foregoing provisions of Article 3, or in reliance on any list, notice, authorization, assignment or certificate furnished to the Employer under any of such provisions.

#### **ARTICLE 5. Dues Checkoff**

**Section 1.** Dues checkoff is voluntary, and is not a condition of an employee's initial or continued employment. Upon receipt of a Check Off Authorization and Assignment from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each month, and starting not earlier than the first pay period following the completion of the employee's probationary period, remit to the Union regular monthly dues and any initiation fees, as fixed by the Union.

**Section 2.** The Employer shall be relieved from making such "check off" deductions upon (a) termination of Employee, or (b) transfer to a job other than one covered by the bargaining unit or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the Check Off Authorization and Assignment.

**Section 3.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during the dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 4.** Each month the Employer shall remit to the Union all deductions for initiation fees or dues made from the wages of employees for the preceding month, together with a list of all employees from whom dues have been taken.

**Section 5.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 6.** An Employee may terminate any authorized payroll deduction to the Union in accordance with their Check Off Authorization and Assignment the employee provided to the Union.

#### **ARTICLE 6. Probationary Period**

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

#### **ARTICLE 7. No Strike No Lockout**

**Section 1.** During the term of this Agreement or any renewal or extension thereof, the Union and the employees, collectively will not instigate, condone, engage in or take part in any strike, slow-down, sit-down, stay-in, stoppage of work, boycott, or any other action which would curtail or impede any of the operations of the Employer. Should any such interference occur, the Union agrees to inform employees that such action must cease. Such conduct not authorized or condoned by the Union does not subject the Union to any penalties or liabilities. Any employee who participates in any strike, slowdown, sit-down, stay-in, stoppage of work, boycott, or other curtailment of work in or at the Employer's facility may be subject to disciplinary action with just cause.

**Section 2.** During the term of this Agreement or any renewal or extension thereof, the Employer will not lock out employees covered hereby.

#### **ARTICLE 8. Management**

Except as limited by the express provisions of this Agreement, the management of the Employer's facilities and operations shall be vested exclusively in the Employer, and, without limiting the generality of the foregoing, shall include the right to direct, plan, and control the Employer's operations; the right to hire, transfer, promote and demote employees; to suspend, discipline and discharge employees for just cause; to establish and apply reasonable standards of performance; to determine the size and duties of crews; to establish reasonable

rules of conduct, to introduce new or improved methods, processes, facilities and equipment and to change existing methods, processes, facilities and equipment.

## **ARTICLE 9. Full-Time, Part-Time and Casual Employees**

**Section 1.** Full-time employees are those normally working at least 30 hours per week.

**Section 2.** Part-time employees are those normally working more than twenty (20) hours per week and less than thirty (30) hours per week.

**Section 3.** Casual employees are those who are regularly scheduled less than twenty (20) hours per week or work intermittently. They are not part of the collective bargaining unit represented by the Union and this Agreement is not applicable to them.

**Section 4.** No employee shall suffer a reduction in employment status due to their inability to work by virtue of their utilization of scheduled vacation, other approved time off benefits, mandatory low census time off or leave protection, excluding unscheduled leaves or absences. Similarly, no employee may achieve a status increase due to his or her working to cover for another employee who is on leave or benefit protection.

## **ARTICLE 10. Working Hours and Overtime**

**Section 1.** The Employer operates twenty-four (24) hours per day, seven days per week. The workweek shall begin at the start of the first (day) shift on Sunday, and shall end at the start of the first (day) shift on the following Sunday.

**Section 2.** Employees shall be regularly scheduled to work no more than every other weekend, provided, however, an employee may also volunteer to work weekend shifts. This provision shall not limit the Employer from scheduling employees who miss two (2) weekend shifts within a thirty (30) day period for make-up time, as described below. When an employee misses two (2) weekend shifts (defined as PM shift Friday through night shift Sunday) of two (2) weekends within a thirty (30) day period, said employee shall be required to make up the time missed on another weekend. The make-up time shall be equal to the time missed (on a weekend) and shall be scheduled on a weekend within thirty (30) days of the last weekend absence, on the employee's regularly scheduled shift. Should the Employer choose not to schedule the make-up time within the thirty (30) days, the affected employee shall not be required to make up the missed time. If an employee reports to work on an assigned or volunteered weekend and is sent home during the shift by management due to illness, it will not count against that employee for attendance purposes.

**Section 3.** The Employer will post work schedules fourteen (14) days in advance

in order that all employees will be informed of their individual schedules. An employee may exchange a day or days in a work week with another employee of the same Job Title, provided any proposed work schedule modification between such employees must be submitted in writing and approved in writing by the scheduler . No work schedule modifications will be permitted unless the exchange occurs within the same work week for full-time employees and within the same pay period for part-time employees, and will not be permitted where the proposed exchange would require the payment of overtime to any employee under the provisions of this Agreement. Employees shall have set/cyclic schedules by seniority, whenever possible.

#### **Section 4.**

**Full-time employees:** Opportunities for overtime and extra hours shall be posted for employees to voluntarily sign up. Seniority rotation shall prevail in the assignment of voluntary overtime and/or extra hours.

When necessary, a full-time employee will be required to work a reasonable amount of overtime.

**Part-time employees:** When necessary, part-time employees will be required to work a reasonable amount of additional hours above their posted work schedule. Part-time employees, by seniority, will be given an opportunity to work up to forty (40) hours in a work week, when such work becomes available. The Employer will not assign to a part-time employee work in excess of forty (40) hours in any part-time employee's work week without first offering such work in excess of forty (40) hours to full-time employees of the same Job Title and on the same shift.

**Section 5.** Time and one-half at employee's regular hourly rate will be paid for all time worked in excess of forty (40) hours in the work week.

Mandatory overtime among all employees having the same Job Title will be based on reverse order of seniority.

No employee shall be required to take time off during his or her regular working schedule to offset any overtime the employee may have voluntarily worked or will work.

**Section 6.** When an employee is requested by the Employer to report for in-service meetings on an employee's day off, or at a time more than two hours after the end of the employee's shift, or more than two (2) hours before the start of the employee's shift, and the employee does attend the full in-service meeting as requested, the employee will be guaranteed a minimum of two (2) hours of pay at the employee's straight time hourly rate. An employee attending in-service meetings at the conclusion of their regular hours of work, or just prior to the start of their regular hours of work shall be paid for the time spent in such

meetings at their regular straight time rate of pay. An employee who attends an in-service meeting during their normal hours of work will receive no additional pay for such attendance, and is required to attend for the duration of the in-service meeting unless excused from doing so by the employee's supervisor. Employees attending in-service meetings must sign the attendance sheet for such meetings.

**Section 7.** If employee is called in to work, the employee will be paid for a minimum of two hours. Employee will be paid for all productive hours worked from the time of punch in and punch out.

**Section 8. Assignments and Floating.** Whenever possible, all full-time employees will have a permanent assignment, meaning that they will work on the same general area of the unit every day.

If employees have to float to a different assignment, they shall be floated in the following order:

1. Agency employees;
2. Casual employees;
3. Part-time and full-time employees in reverse seniority order.

**Section 9. Low Census Procedure.** If employees need to be sent home due to low census, they shall be sent home in the following order:

1. Agency employees;
2. Solicit volunteers in seniority order;
3. Casual employees;
4. Part-time and full-time employees in reverse seniority order.

**Section 10. On-Call Procedure.** Employees who are on call shall not be required to schedule their vacation time only on weeks when they would not be on call. The Employer must inform on call employees at least thirty (30) days in advance whether they will be on call for a given week. On call employees must report to work within two (2) hours of being called in. On call employees will only be called in for emergencies and shall not be used to fill in for open shifts.

## **ARTICLE 11. Seniority**

**Section 1.** Seniority is defined as the length of time an employee has been employed computed from his or her most recent hiring date. An employee on approved leave of absence in excess of thirty (30) calendar days, or in excess of six (6) consecutive months (or one-half of their length of service, whichever is shorter) of absence due to illness or injury shall neither lose nor accrue seniority time.

**Section 2.** Seniority will be used with respect to layoff from and recall to work in a position and with respect to transfers or promotions from one position to

another. The Employer shall determine selection of employees for layoff and recall, and for transfers or promotions from one position to another, on the basis of seniority (length of service), ability, qualifications, experience and attendance.

Where the factors of ability, qualifications, experience and attendance of several employees in the same position are relatively equal, the employee with the least seniority in such position will be laid off first and recalled last, and with respect to transfers or promotions to another position, the employee with the greatest seniority will be transferred or promoted first. The Employer shall promptly notify the Union of all layoffs and recalls including names of affected employees, seniority dates, dates of layoff or recall and the job titles of the affected positions.

### **Section 3.**

For those employees having an April 1, 2015 effective date of hire, seniority as used in this Agreement shall mean the length of continuous service at the facility. Such seniority shall be determined by the employee's last date of hire at the facility prior to April 1, 2015. Seniority will not be affected by the status of the employee as either part time or full time.

For those employees not having an April 1, 2015 effective date of hire, seniority as used in this Agreement shall mean the length of continuous service with the Employer at the facility subsequent to April 1, 2015. Seniority shall be determined by the employee's last date of hire. Seniority will not be affected by the status of the employee as either part time or full time. An employee shall lose his or her seniority:

- a. if the employee quits;
- b. if the employee is discharged;
- c. if the employee retires;
- d. if an employee on layoff fails to report within three (3) working days after being notified to report;
- e. if an employee on an approved Leave of Absence fails to report at the expiration of such leave of absence;
- f. if the employee is laid off for a period of one (1) year or the length of seniority at time of layoff, whichever is less.

**Section 4.** The Employer will maintain a seniority list by Job Title of all employees. This list shall be given to the Union on a monthly basis by electronic mail, in a password protected excel spreadsheet form, containing the following fields: employee ID, job title, names, home and email addresses, seniority dates, rates of pay, phone numbers, status worked, dues and/or initiation fees deducted, and COPE deducted for each employee for each payroll date in the past month for employees covered by this Agreement.

## **ARTICLE 12. Grievance Procedure and Arbitration**

**Section 1.** A grievance within the meaning of this agreement is a claim by an employee that the employer has violated an express provision of this agreement. To be considered, any grievance must be presented to the employer within 7 working days after the employee knew or should have known of the alleged violation.

**Section 2.** In the event of a difference as provided above in Section 1, an earnest effort shall be made to settle such difference by using the following procedures. All grievances shall start at Step 1 of this procedure, except grievances related to employee terminations or those affecting two (2) or more employees, which shall be initially filed at Step 2:

**Step 1.** When an employee believes they have a grievance, they, along with the Work Site Leader or the Union Representative, may set forth the grievance in writing to their Department Head within seven (7) working days of its occurrence or when they should have known of its occurrence. The Department Head shall set a meeting with the filing Union Work Site Leader, or the Union Representative and the grievant within seven (7) working days of receipt of the grievance. After the meeting, the supervisor shall draft a written disposition of the grievance within seven (7) working days of said meeting and provide said disposition to the grievant and filing Union Work Site Leader. For purposes of this step, delivery to the filing Union Work Site Leader in person or placing the response in the filing Union Work Site Leader's mailbox constitutes a timely response by the supervisor. Nothing herein shall prohibit or preclude oral presentation and resolution of matters by the employee, with Union Work Site Leader representation, if desired; however, no oral presentation or resolution shall extend the initial seven (7) working day time limit for presentation of a grievance under this Section.

**Step 2.** If the grievance is not resolved at Step 1, the grievance may then be presented to the Facility Administrator within seven (7) working days from the receipt of the Step 1 response. For grievances related to employee terminations or those affecting two (2) or more employees, the grievance shall be initially filed in writing at this Step within seven (7) working days of its occurrence or when the employee(s) should have known of its occurrence. The Administrator shall investigate and draft a written disposition of the grievance within seven (7) working days of its presentation to the Administrator providing said response to the grievant, Union Work Site Leader and union representative. If the Union or Administrator desires, a meeting may be arranged to discuss the grievance upon mutual agreement by the parties.

**Step 3.** If the grievance is not resolved at Step 2, the grievance may then be presented to the Regional Director of Human Resources or designee within seven (7) working days of the receipt of the Step 2 response. If the Union so

desires, it may request a third step grievance meeting at the same time as filing the Step 3 grievance with the Regional Director of Human Resources or designee. Facility representative(s) may be requested to attend by the Regional Director of Human Resources or designee. Unless agreed to otherwise by the parties, said meeting must be held within ten (10) working days of the presentation of the Step 3 grievance or it is waived. The Regional Director of Human Resources or designee shall give a written disposition within seven (7) working days of the Step 3 meeting or its presentation to the Union Work Site Leader and union representative.

**Step 4.** If the grievance is not resolved at Step 3, the Union may, within ten (10) working days of receipt of the written answer in the Third Step, request arbitration of such grievance. Failure to so request within such period shall cause the written answer in Step 3 to become the settlement of the grievance. Within twenty (20) working days of the request for arbitration, the Union shall request the Wisconsin Employment Relations Commission (WERC) to appoint an impartial panel of five (5) arbitrators by and from its staff. The Employer and Union shall strike names from the panel until a final arbitrator remains, who shall be assigned to preside over the arbitration proceeding. The grieving party shall be the first to strike a name from the list. The arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not add to, subtract from, or amend any of the provisions of the Agreement. The decision of the Arbitrator shall be final and binding upon both parties. The expenses of the arbitration shall be borne equally by both parties.

**Section 3.** No Union Work Site Leader may be absent from his or her work except for the purpose of handling grievances or attending meetings provided for in this Agreement and then only, if before leaving their work, they secure from their immediate supervisor permission for such absence.

**Section 4.** Working days shall be defined to be Monday through Friday, excluding holidays. The time frames within this grievance procedure may be changed by mutual agreement between the Union and the Employer.

### **ARTICLE 13. Holidays**

**Section 1. Holiday Pay.** After the applicable probationary period, an eligible full-time employee who is not scheduled to work on a holiday shall be paid at their straight time rate times the average number of hours they would have worked on the holiday prorated on a forty (40) hour work week over the previous four (4) pay periods. Such payment will be made only if he/she has worked their scheduled work day before and their scheduled work day after such holiday, except that if an employee is unable to work on the scheduled work day before or after the holiday because of illness, holiday pay will be paid to such employee if their illness on such day is verified by a physician's statement. Full-time employees having completed their applicable probationary period are eligible for

the following paid holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas Day

Eligible full-time employees who are scheduled to and actually work a shift on the day of the holiday will receive holiday pay in addition to their regular rate of pay.

Part-Time employees who work on the above Holidays will receive twice their straight time hourly base rate for up to 7.5 hours worked on the Holiday.

**Section 2. Holiday Scheduling.** Each year, each employee shall work half of the holidays listed above in Section 1. Each year, half of the employees will work the Group A holidays and the other half of the employees will work the Group B holidays; the employees will switch groups on January 2 each year. The two groups shall be as follows:

Group A:	Group B:
Memorial Day	Fourth of July
Labor Day	Thanksgiving
Christmas Day	New Year's Day

Employees may trade a holiday within the same calendar year with a coworker if it is submitted and approved in writing by the scheduler at least thirty (30) calendar days in advance of whichever holiday comes first.

## **ARTICLE 14. Vacation**

**Section 1. Vacation Accrual.** Upon completion of 90 days of full-time employment, eligible employees will begin accruing vacation time as set forth in the chart below. Eligible employees having an effective hire date of April 1, 2015 need not complete the 90 days of full-time employment requirement. For those eligible employees having an April 1, 2015 effective date of hire, vacation accrual level will be based on their length of continuous service at the facility as defined in Seniority.

Length of Service Completed	Annual Vacation Day Accrual
90 days – 4 years	.0385 hours per each hour worked (2 weeks for an employee regularly scheduled to work 40 hours per week)
5 – 9 years	.0577 hours per each hour worked (3 weeks for an employee regularly scheduled to work 40 hours per week)
10+ years	.0770 hours per each hour worked (4 weeks for an employee regularly scheduled to work 40 hours per week)

The maximum amount of vacation time that an employee may accrue may not be more than eighty (80) hours. Employees reaching eighty (80) hours of accrued vacation will stop accruing vacation until the employee has used sufficient vacation to fall below the cap. Employees may carry over no more than forty (40) hours of vacation from one calendar year into the next.

**Section 2. Vacation Requests.** Beginning April 15, 2019, vacation shall be scheduled on a six-month basis on a seniority basis. Vacation requests for three (3) days or more will be submitted according to the schedule below. To have a vacation request considered by seniority, the request must be submitted during the request dates corresponding to the six-month period it falls under. The scheduler will respond in writing with approval/denial no later than the approval/denial deadline listed below.

Vacation Period	Request Dates	Approval/Denial
January 1 – June 30	October 15 - November 1	November 30
July 1 – December 31	April 15 - May 1	May 30

Vacation requests for less than three (3) days, or vacation requests submitted after the request dates listed above, will be granted on a first come, first serve basis. However, if two employees submit requests for the same dates on the same day, those requests shall be considered by seniority.

## **ARTICLE 15. Sick Time**

Upon completion of 90 days of full-time employment, eligible employees will begin accruing sick time. Following completion of 90 days of full-time employment, full time employees will begin accruing paid sick time at a rate of .0308 hours per each hour worked (8 days for an employee regularly scheduled to work 40 hours per week), which may be used for illness of the employee or a family member. Accrued sick time carries over to the next calendar year. The maximum amount of sick time that an employee may accrue is 96 hours. Employees reaching 96 hours of accrued sick time will stop accruing sick time. In the event of an absence for illness or injury for more than three (3) consecutive workdays, the Company may request certification of such illness or injury from a medical practitioner and/or certification that employee is fit to return to work following absence.

Eligible employees having an effective hire date of April 1, 2015 need not complete the 90 days of full-time employment requirement. For those eligible employees having an April 1, 2015 effective date of hire, sick time accrual level will be based upon the length of continuous service at the facility as defined in Seniority.

## **ARTICLE 16. Behavior Standards/Discipline**

**Section 1. Behavior Standards.** Employees are expected to act in a professional and responsible manner while on Company premises, while conducting Company business off Company premises, and at all other times where Company residents, their family members, employees, or other visitors are present. A list of examples of prohibited activities follows. It is not all-inclusive. The following acts or violations of any other policy are subject to discipline, up to and including termination of employment:

- Theft or attempted theft of Company property or property of any employee, resident, or visitor.
- Supplying false or misleading information to the Company prior to or during employment.
- Altering or falsifying Company records, including time records, an absence or a doctor's report.
- Tampering with Company time clocks.
- Intentional damage to Company property or the property of others.
- Insubordination or refusal to accept work assignments.
- Failure to complete work assignments, incompetence or poor performance of work assignments.
- Fighting or physical altercation with any employee, resident or visitor.
- Gambling on Company property or during working time.
- Involvement in illegal activities on Company property, during working time, or in connection with Company business.
- Use of abusive or profane language.
- Instigating, encouraging, or participating in any illegal work stoppage, slowdown, strike, or other interference with the Company's operations.
- Disloyalty, including, but not limited to, defaming the Company or its employees, residents, visitors or services.
- Sleeping during working time.
- Leaving one's assigned work area/station during regular work hours to visit other employees or non-employees at other locations in the Company

unless required to perform your job duties.

- Failure to report an incident involving a resident, employee or visitor. Reports may be made verbally or in writing to the Executive Director or other management representative.
- Engaging in any act of misconduct that jeopardizes the health and safety of residents, employees or visitors.
- Excessive absenteeism or tardiness.
- Failure to begin work immediately after clocking in and failure to clock out immediately after ceasing work.
- Excessive personal use of Company telephones or any use of an employee's personal cell phone unless required to perform your job duties.
- Unauthorized long distance telephone calls.
- Creating unsafe or unsanitary conditions.
- Unauthorized use or disclosure of confidential information about the Company or its residents.
- Failure to wear your Company-issued name badge.
- Failure to follow the Company's dress code or maintain personal hygiene.
- Working unauthorized overtime without advanced supervisory approval
- Violation of any other Company policy or procedure

**Section 2.** Disciplinary action for violation of any of the policies may include, but is not limited to, termination of employment, suspension, probation or demotion. In cases involving less serious violations, disciplinary action may consist of a warning or reprimand. Disciplinary action may also include counseling, changes in work assignments, changes in level of responsibility of tasks assigned, changes in compensation, or other measures designed to prevent future misconduct.

**Section 3.** The Company may place employees on probation for a designated period to correct recognized performance shortcomings that employees are able and willing to correct. Employees can be terminated immediately if continued employment would be contrary to the Company's best interest or the welfare and safety of the residents or other employees.

**Section 4.** The Company will endeavor to handle disciplinary matters so that the measure of discipline corresponds to the gravity of the offense as weighed by its potential effect on the Company and its employees.

Whenever possible, the Employer will discipline within seventy-two (72) hours of

the event for which the employee is being disciplined or within seventy-two (72) hours of the conclusion of any investigation.

**Section 5.** Copies of all disciplinary actions shall be sent to the Union Representative or Worksite Leader within five (5) working days of the date the discipline was issued, with the consent of the disciplined employee. All employees receiving disciplines shall be informed that disciplines are typically sent to the Union and asked if they would agree to their discipline being sent to the Union.

**Section 6.** When an employee has worked twelve (12) consecutive months without receiving further discipline, such earlier discipline shall not be used in any further disciplinary action.

### **ARTICLE 17. Time at Work**

Excessive absences, late arrivals, early departures and/or patterns of absence (such as weekends, holidays or following paydays), other than when an employee is in the emergency room or hospitalized, or for approved Vacation, Sick Leave, Jury Duty, Military Leave, FMLA, or other approved absence, will be considered unauthorized and will lead to disciplinary action, up to and including termination of employment. For an absence due to an emergency room visit or hospitalization to be considered authorized, the employee must provide documentation.

When an employee needs to call-off from a shift, the employee must do so personally and speak directly with supervisor on duty, at least four (4) hours prior to the start of the shift. This shall be done by calling the scheduler cell phone; it is the Employer's responsibility to make employees aware of this number.

A call-off made less than four hours before the start of the shift will be considered an unexcused absence. Check in each day of a continued absence unless other arrangements have been made. If employee will be late arriving due to some unavoidable circumstances, the supervisor must be notified as soon as possible.

If weather conditions or other emergency situations make it impossible to come to work, have a late arrival or early departure, employees must call their supervisor.

Reporting to work late two (2) or more hours will be considered an absence and the employee may be dismissed for that shift without pay.

## **ARTICLE 18. Absenteeism/Tardiness**

**Section 1. Attendance.** This policy is set forth to define the standards used to evaluate non-acceptable absenteeism and tardiness for employees. This policy is outlined to assure uniform standards of administration among employees.

In health care, attendance and punctuality are prominent components of acceptable employee performance since the safety and welfare of our residents depend upon workers being at their assigned jobs at defined times. In addition, employees who are frequently absent, who arrive late or who leave early place an unnecessary burden on those who come to work on time, who schedule personal business outside of work hours, and who keep absences to a minimum.

Disciplines for violations of absenteeism and tardiness standards shall be separate from other policy violations for the purposes of progressive discipline, and shall follow the progressive discipline tracks outlined in this Article.

**Section 2. Clocking In and Out.** Employees are required to report to work and clock in and out at the appropriate times.

Employees clocking in more than seven (7) minutes before the start of their shift or clocking out more than seven (7) minutes after the end of their shift, without Supervisor's approval, and employees that fail to either clock in or clock out for the day will be disciplined according to the following guidelines, based on the number of occurrences within a six (6) month period:

<b><u>Occurrences in a six (6) month period</u></b>	<b><u>Discipline</u></b>
1	Informal/Verbal Warning
2	Formal/Written Warning
3	2nd Warning/Up to 3-Day Suspension
4	Termination of Employment

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

If the system malfunctions or if employees have difficulty clocking in, they must immediately notify their supervisor who will assist them or will make a record of their hours for payroll purposes, the employee's supervisor is the only person authorized to make changes or notation on this time system.

**Section 3. Tardiness and Leaving Early.** Getting to work every scheduled day and on time is the employee's responsibility.

A tardy occurrence is defined as (1) being late for work for a period of more than seven (7) minutes but less than two (2) hours from their scheduled start time or (2) leaving work more than seven (7) minutes but less than two (2) hours before their scheduled stop time, without prior approval of a supervisor. Progressive discipline for tardiness and leaving early shall be based on the number of occurrences in a six (6) month period and shall be applied as follows:

<b><u>Occurrences in a six (6) month period</u></b>	<b><u>Discipline</u></b>
2	Informal/Verbal Warning
3	Formal/Written Warning
4	2nd Warning/Up to 3-Day Suspension
5	Termination of Employment

Any tardiness of 15 minutes or more must be communicated to the person in charge prior to the end of the first 15 minutes following the scheduled beginning of the shift, or an attempt to replace the employee will be made. If a replacement has been found and the employee arrives 15 minutes late or later, the late employee will be sent home, and the instance will be treated/assessed as an absence for the purposes of corrective action.

Leaving work early will be treated in the same manner as tardiness.

**Section 4. Absenteeism.** An absence is defined as missing more than two (2) hours of a scheduled shift. Progressive discipline for absenteeism shall be based on the number of occurrences in a twelve (12) month period and shall be applied as follows:

<b><u>Occurrences in a twelve (12) month period</u></b>	<b><u>Discipline</u></b>
3	Informal/Verbal Warning
4	Formal/Written Warning
5	2nd Warning/Up to 3-Day Suspension
6	Termination of Employment

If an employee misses more than one consecutive day of work due to illness or injury, all consecutive work days missed for this reason shall count as one (1) occurrence.

**Section 5. No Call/No Show.** An absence where an employee does not notify the facility of their absence prior to the start of the shift shall be considered a no call/no show. However, a no call/no show shall be waived if the employee can prove that they were unable to call in due to a verifiable emergency.

Employees must notify the Employer that they were unable to call in no more than forty-eight (48) hours after the start of the missed shift; this notification may come from a relative if the employee is unable to call due to illness or injury.

No call/no show occurrences shall count as absences for purposes of progressive discipline, and shall also have their own progressive discipline track based on the number of occurrences in a twelve (12) month period as follows:

<b><u>Occurrences in a twelve (12) month period</u></b>	<b><u>Discipline</u></b>
1	Formal/Written Warning/Up to 3-Day Suspension
2	Termination of Employment

**Section 6. Probationary Employees.** Probationary employees are not subject exclusively to the disciplinary actions associated with the above system, but do accumulate violations during their probationary period. Tardiness and absenteeism are more closely monitored during the probationary period and included in the over-all determination regarding the "passing" of the probation status which includes job performance and other areas related to employment.

**Section 7. Review of Attendance Standards.** Attendance standards will be reviewed annually by the Employer. Regarding discipline for absenteeism/tardiness, when an employee has worked twelve (12) consecutive months without receiving further discipline for absenteeism/tardiness, such earlier discipline shall not be used in any further disciplinary action.

## **ARTICLE 19. Leave of Absence**

**Section 1.** A leave of absence without pay because of injury or extended illness for those employees eligible for State or Federal Family Medical Leave Act will be granted. A request for leave must be accompanied by a physician's written statement that such leave is recommended by the physician. All requests for leaves of absence must be made to, and approved by, the employee's supervisor as much in advance of the time desired as possible. The Regional Director of Human Resources may at the request of the employee, review any refusal of a request for a leave of absence. No leave of absence will be granted any employee for the purpose of seeking or engaging in other employment, and any employee violating this shall be subject to immediate discharge. A leave of absence, if granted, will be for the period desired, but not in excess of thirty days without re-certification. If additional leave is necessary, a request for additional time must be made to the Regional Director of Human Resources for approval.

**Section 2.** Seniority of an employee shall accrue while absent from work for an approved State or Federal Family Medical Leave. Upon an employee's return from a leave of absence, they will, whenever possible, be assigned to the same job held before the leave, or to a substantially equivalent job. Where this is not

possible, such employee will be given preference to fill other job vacancies if qualified therefore.

**Section 3.** An employee who does not return from a leave of absence at the termination date shall be considered to have voluntarily quit employment with the Employer, unless such failure to return is because of injury or illness (including disability related to maternity) or other good cause and the employee advises the Employer, in writing, within three (3) calendar days, not including Saturdays or Sundays, prior to the required date to return.

**Section 4.** Attendance at Union Conventions: The Employer shall allow bargaining unit employees to attend Union conventions whether conducted by the Local, State or International Union.

However, the following provisions shall apply:

- (1) Designee must give at least two (2) weeks advance written notice to the Administrator.
- (2) Time off for this purpose shall be considered as time worked for the purpose of seniority only.

Attendance at Local Union Meetings: Work Site Leaders assigned to any shift may be granted time off provided:

- (1) The Administrator has been given seven (7) calendar days written advance notice.
- (2) That such meetings will not exceed one (1) day in duration, including travel time, except scheduled Union contract ratification meetings.

It is agreed that the need for appropriate staffing shall remain a primary consideration in determining whether such employees may attend conventions, meetings or education classes.

## **ARTICLE 20. Bereavement Leave**

A leave of absence not to exceed three (3) days for bereavement will be granted in the event of the death of the employee's father, mother, sister, brother, spouse, domestic partner, child, grandchild, father-in-law, mother-in-law, grandfather, grandmother, foster child, foster parent, step-parent and step-child and others as approved by the employee's supervisor and Human Resources. Such leave will be with pay for a maximum of three (3) days and must be used within two (2) weeks of the actual date of death of the deceased. Proof of relationship to the deceased is required to receive bereavement pay. Requests to receive the maximum three (3) days of bereavement pay beyond two (2) weeks of the actual date of the death of the deceased due to extenuating circumstances may be

approved by Human Resources. Additional time off for bereavement of family members listed above, or time off for bereavement of a close friend or family member not listed above, may be arranged with the approval of an employee's supervisor and Human Resources. Up to three (3) days of time off may be granted in these circumstances. This time off will not be part of the paid bereavement leave benefit; however, if an employee taking this time off has available vacation time, they must use vacation hours for that time off.

## **ARTICLE 21. Rest Periods**

**Section 1.** Employees will receive a fifteen (15) minute paid break in the first four (4) hours of scheduled work, and a fifteen (15) minute paid break in the last four (4) hours of scheduled work, which will be scheduled by the supervisor so that the areas are adequately staffed at all times.

**Section 2.** Employees will receive an unpaid, uninterrupted thirty (30) minute lunch period for any shift of six (6) or more hours duration. Employees must clock out and in on the time clock for lunch periods. An employee leaving the Employer's premises for a lunch period must immediately clock out and clock in no earlier than thirty (30) minutes and no later than thirty-two (32) minutes after clocking out, or the employee may be subject to disciplinary action, unless the employee is called back to work by the Employer, or has prior approval to be away for lunch for more than thirty (30) minutes from the employee's supervisor. If the employee commences work during the thirty (30) minute lunch period after being called back to work by the Employer, the entire thirty (30) minute lunch period is paid.

## **ARTICLE 22. General Provisions**

**Section 1. Orientation.** Instruction and orientation will be the responsibility of personnel. As new techniques are developed, the employee's supervisor will provide instruction. After the new employee has received the required instruction, he or she will be expected to maintain the average proficiency of the job requirements for the Job Title.

**Section 2. Visitation Rights.** A representative of the Union desiring to visit or confer at the facility with an employee or employees in the bargaining unit may do so, provided twenty-four (24) hours notice is given to the Administrator or designee. Requests with less than twenty-four (24) hours notice will not be unreasonably denied.

**Section 3. Bulletin Boards.** The Employer will permit enclosed locked bulletin boards for Union use. Notices put on the bulletin board should be cleared with the Administrator before posting; such notices shall not be unreasonably denied.

**Section 4. Union New Employee Orientation.** The Union Representative or designee and the Work Site Leader will be provided a seven (7) calendar day notice of each new employee orientation including the new hire name, orientation date and time. The Union Representative or designee shall be permitted up to and including thirty (30) minutes to present and provide Union orientation at each new employee orientation session.

**Section 5. Job Posting.**

- (a) The present employees shall be permitted to bid on job openings where they are qualified. Seniority, ability and the employee's records will be considered. Job openings covered by this Agreement will be posted on the bulletin board for a period of three (3) working days. The successful applicant for the job opening will serve a thirty (30) calendar day orientation/training period on the new job. If, during this orientation/training period, they or the Employer feel that they are not capable of performing the new job, they will be returned to their former job without a loss of seniority.
- (b) This clause shall not be construed to prevent the Employer from filling the openings with outside applicants after the three (3) working day posting period nor shall it prevent the Employer from temporarily assigning other employees to a job opening during the three (3) working day posting period. The Union agrees that bargaining unit employees applying for these openings after the contractual posting period will be included amongst the entire applicant pool and that these openings will be filled at the discretion of the Employer.

**Section 6. Physical Exams, TB Testing and Exposure.**

- (a) The cost of any physical examination or X-Rays required by the Employer of any employee at the time of hire or as a condition of continued employment, (but not physical examination or X-Rays required in conjunction with returns from leaves of absence because of personal illnesses or maternity) will be provided without cost to the employee.
- (b) Employees exposed to a bloodborne pathogen or hepatitis have the right to exercise benefits available under Wisconsin's Worker's Compensation law. Tuberculosis testing will be offered by the Employer on a yearly basis consistent with the Center for Disease Control guidelines.

**Section 7. Direct Deposit.** The Employer is instituting direct deposit of paychecks, consistent with Wisconsin law. Direct deposit of pay checks will be a condition of an employee's initial or continuing employment. An employee who has not signed up for direct deposit of their pay check must immediately contact the Employer's Human Resources department. Pay checks will be directly

deposited into an employee's account every other Wednesday. Such direct deposit may also take the form of a deposit into an employee's personal cash card through Employer's cash card program, which is available at no cost to the employee.

**Section 8. Union and Employer Leadership Lists.** The Union shall furnish the Employer a list of all Union Work Site Leaders. Any changes in such list shall be reported in writing by the Union to the Employer; likewise the Employer shall provide a list to the Union of the Administrator and department supervisors. Each party will endeavor to timely update such lists.

**Section 9. Disaster Plan.** If the Employer's Disaster Plan is activated, employees are required to report for work should the Disaster Plan Emergency Command Officer deems their presence necessary. In the event of such a situation, employees must understand and accept that the specific job duties they may be required to perform may not correspond to their normal job description.

**Section 10. Personnel Record.** Employees have the right, consistent with Sec. 103.13, Wis. Stats., to review their personnel record upon a written request to the Employer. Any copies of the records shall be at the employee's expense.

**Section 11. Job Description.** The Employer will maintain job descriptions for each job title under this Agreement. The Employer will grant an employee's request for a copy of their job description one time per year. Job Descriptions shall be provided to each employee upon hire and when revisions are made thereafter.

**Section 12. Employee Information.** Each employee shall have the right to know their current earned vacation, holiday hours and CNA in-service hours yet to be completed. Employer has established a web-based self-service access program which provides these and further employee information. Employees requesting information unavailable on the web-based system and pursuant to this Section, shall do so in writing. Upon receipt of such request, the Employer shall provide the requested information as quickly as is reasonable.

**Section 13. Personal Vehicle Use.** Employees shall not be required to use their personal vehicles for work use.

## **ARTICLE 23. Wages and Classifications**

**Section 1. Wage Scales.** Effective December 1, 2018, all employees will be placed on the scales below based on their years of experience. Employees who have more than ten (10) years of experience shall be placed at the ten (10) year step on the scale or receive a seven percent (7%) wage increase, whichever is greater.

<u>Experience</u>	<u>CNAs</u>
No experience	\$13.70
1 year	\$13.90
2 years	\$14.10
3 years	\$14.30
4 years	\$14.50
5 years	\$14.70
6 years	\$14.90
7 years	\$15.10
8 years	\$15.30
9 years	\$15.50
10+ years	\$15.70

<u>Experience</u>	<u>Maintenance Assistant</u>	<u>Laundry &amp; Housekeeping</u>
No experience	\$14.00	N/A
1 year	\$14.25	N/A
2 years	\$14.50	N/A
3 years	\$14.75	N/A
5 years	\$15.00	N/A
7 years	\$15.25	N/A
10+ years	\$15.50	N/A

After the ratification of the contract, new hires will be hired on to the corresponding wage scale based on their years of experience.

**Section 2. Across-the-Board Increases.** All employees shall receive across the board wage increases as follows:

December 1, 2019: two percent (2%)

December 1, 2020: two percent (2%)

**Section 3. Certified Medical Aide Wages.** CNA's doing duty as CMA's will be paid their regular hourly wage plus \$1.00 per hour on days they work as CMA's.

## **ARTICLE 24. Health and Welfare Program**

**Section 1. Insurance Coverage.** Employer will offer full-time employees health, life and dental insurance benefits during the term of this Agreement. It is understood that changes to coverage/benefits/contributions as a result of mandates by law may occur.

**Section 2. Termination and Renewal of Insurance Coverage.** Supplemental enrollments are governed and limited by the terms of the health and welfare plans. Those employees who request supplemental enrollment will be subject to insurability review, but at no cost to the employee.

**Section 3. Health and Welfare Benefits for Employees on LOA.** Employees taking an approved Family Medical Leave or Wisconsin Family Medical Leave will be entitled to continuation of the employer's portion of paid premiums for health and welfare benefit coverage consistent with the provisions of the law.

## **ARTICLE 25. Jury Duty Allowance**

An employee covered by this Agreement (except any probationary employee) who is summoned to Court to serve as a juror during his/her scheduled working hours will be paid the difference between their hourly rate multiplied by the number of hours they had been originally scheduled to work, had it not been for the jury service required, and their pay as a juror for the same day, but only where their pay for hours not worked exceed the jury pay they received for such day. To qualify for Jury Duty Allowance, an employee must submit to the Employer an official Court Certificate stating which days he or she served as a juror and the amount received for such service.

## **ARTICLE 26. Labor/Management Committee**

A Labor/Management Committee will be established to discuss non-contractual issues affecting the bargaining unit. The purpose of this Committee is to address issues regarding scheduling concerns, minimizing the risk of staff injuries, and improving the labor management relationship. The Committee will be composed of no more than three (3) members from each side. The Union Representative and Human Resources Director or their designees shall act as Chairs of their respective groups. The Committee shall be convened upon thirty (30) days notice from either Chair to the other Chair. The Committee shall not meet more than once per quarter, unless the parties mutually agree otherwise. Five (5) working days prior to said meeting a written agenda shall be exchanged. No meeting shall take place without the presence of both Chairs. Employee members of the Committee shall be not be paid by the Employer for Committee meetings they attend. Committee meetings and topics discussed at Committee meetings will not be subject to the Grievance Procedure and Arbitration provisions of this Agreement.

## **ARTICLE 27. Experimental Programs**

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

Any such programs will be applied to eligible employees in an equitable and nondiscriminatory fashion, and on the basis of departmental seniority, if

applicable. The introduction of such programs is a proper subject for discussion in Labor-Management meetings.

**ARTICLE 28. COPE (Committee on Political Education)**

The Employer agrees to deduct and transmit to SEIU COPE all monies deducted per pay period from the wages of these employees who voluntarily authorize such contributions on the forms provided by SEIU Healthcare Wisconsin for that purpose. These deductions shall be sent to the Union as a separate check or transmittal at the same time as the dues and fees described in Article 5, Section 4.

**ARTICLE 29. Term of Agreement**

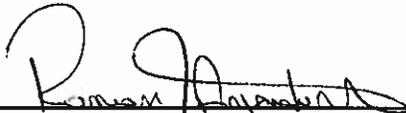
This Agreement shall become effective December 1, 2018, and shall remain in full force and effect until midnight, November 30, 2021. The contract shall continue from year-to-year thereafter unless either party gives notice in writing to the other party of its desire to terminate, modify, or amend this Agreement, no more than one hundred twenty (120) days nor less than ninety (90) days prior to its termination date or any anniversary thereafter.

**SIGNATURE PAGE TO FOLLOW**

**FOR THE VILLA AT LINCOLN PARK, LLC**

  
\_\_\_\_\_  
Karen Vincent, Administrator

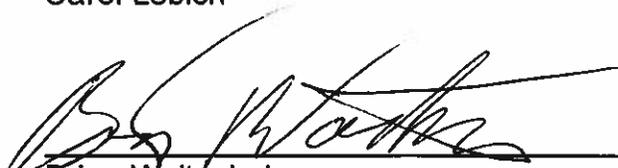
**FOR SEIU HEALTHCARE WI, CTW, CLC**

  
\_\_\_\_\_  
Ramón Argandoña, President

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

**SEIU HEALTHCARE WISCONSIN BARGAINING COMMITTEE**

  
\_\_\_\_\_  
Carol Lebich

  
\_\_\_\_\_  
Brian Woiteshek