



Collective Bargaining Agreement

July 1, 2019 – December 31, 2021

**By and Between
SEIU Healthcare Wisconsin
and
Edenbrook of Wisconsin Rapids**

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AGREEMENT

This Agreement is effective this 1st day of July, 2019, by and between Edenbrook of Wisconsin Rapids, hereinafter referred to as “Employer,” and SEIU Healthcare Wisconsin, hereinafter referred to as the “Union.”

STATEMENT OF INTENT AND PURPOSE

It is the intent and purpose of this Agreement to set forth the provisions relating to rates of pay, wages, hours of work, and conditions of employment of the employees of Edenbrook of Wisconsin Rapids in the Bargaining Unit to be observed by the parties hereto.

Both parties recognize that, in order to achieve this goal, there will be a need for open communication, orderly and peaceful relations, training and development, empowering people, teamwork, cooperation, mutual respect, spirit of innovation and experimentation, and quality service to our residents and guests.

This Article is not subject to the grievance/arbitration procedure.

ARTICLE 1 – Recognition

The Employer recognizes the Union as the exclusive collective bargaining representative of the Employer’s employees in the following bargaining unit: All regular full-time, regular part-time and regular casual employees (Housekeeping, Laundry, Dietary, Nursing, and Maintenance Departments) employed by the Employer at its 130 Strawberry Lane, Wisconsin Rapids, WI location, but excluding R.N.’s, L.P.N.’s, professional employees, casual employees, guards and supervisors, as defined by the National Labor Relations Act.

ARTICLE 2 – Management Rights

2.1 Operation of the Facility: The Employer has the responsibility and authority to manage and direct all of its operations and activities to the full extent authorized by law. The Employer retains the right to exercise these functions during the term of the collective bargaining agreement except to the extent such functions and rights are restricted by the express terms of this Agreement. These rights include, but are not limited by enumeration to:

- a. Direct all operations of the Employer;
- b. Determine schedules of work;
- c. Create, reduce, combine, modify, and eliminate positions and position descriptions;
- d. Hire, promote, transfer, schedule, and assign employees in positions within the Employer;
- e. Suspend, discharge, and take other disciplinary action against employees for just cause;
- f. Relieve employees of their duties because of lack of work as determined in the sole discretion of the Employer;
- g. Maintain efficiency of Employer’s operations;
- h. Introduce new or improved methods or facilities;
- i. Change existing methods or facilities;
- j. Select employees, establish quality standards, and evaluate work performance;
- k. Determine the kinds and amounts of services to be performed as pertains to Employer operations, the number and kind of classifications to perform such services, and the size and composition of the work force;
- l. Lay off employees; and
- m. Create, delete and modify reasonable rules from time to time.

These enumerated management rights shall survive the expiration of this Agreement.

2.2 Compliance with Regulations: Notwithstanding anything else herein contained, the Employer may, upon notification to the Union and without bargaining over said decision or its impact, 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 it, its employees, or its operations.

2.3 Subcontracting: The Employer shall have the right to subcontract work provided the Employer has first determined that it will not result in the layoff of any bargaining unit employee(s) nor a reduction in the full time equivalency (FTE) of record of any current bargaining unit employee(s).

In the event the Employer is considering subcontracting out work, it will provide forty-five (45) calendar day's written notice to the Union. Upon request, the Employer and the Union shall meet to discuss the Employer's plan and any alternatives to subcontracting suggested by the Union in an effort to reach mutual agreement on a path forward which may or may not include subcontracting work. In the event mutual agreement is not reached, the Employer may proceed to subcontract out the work. The Union may grieve the decision if it believes that this Agreement has been violated. The limitations set forth in this paragraph do not apply to the use of agency staff.

ARTICLE 3 - Health and Safety

3.1 Obligations: The Employer shall continue to make reasonable provisions for the safety and health of the employee during the hours of their employment and to continue to review unsafe conditions brought to its attention for any corrective action, which may be necessary. The Employer and the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health.

3.2 Notification to Employees of Precautions and Prevention: The Employer will make reasonable efforts to notify employees regarding precautions recommended against diseases known by the Employer to exist within the facility, the appropriate contamination and prevention procedures and the disposal methods/procedures for contaminated materials.

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

3.4 Damage to Employee Personal Property: The Employer will make a good faith effort to repair or provide replacement of personal property of an employee who has had personal property broken by or damaged by a resident in the course of providing care to the resident, provided the employee did not, after investigation, violate any Employer protocol or policy. The employee must file an incident report on the day/shift of the incident to their supervisor after securing the safety of the resident and present the damaged property to the supervisor when filing the incident report.

ARTICLE 4 – Orientation and In-services

4.1 Mandatory In-services and Pay: The Employer shall hold in-service training on a regular basis, typically monthly. Topics of the in-service training shall be communicated to employees in advance. If

the training is contiguous to the employee's scheduled shift, the employee will be paid their actual time spent at the in-service training. If the training is not contiguous to the employee's scheduled shift, the employee will be paid at their straight time rate of pay for actual time spent at the in-service training, with a one (1) hour minimum. The Employer will strive to schedule the in-service training contiguous to scheduled shifts of full-time employees.

4.2 Posting of Notices for In-services: Notice of mandatory in-service training will be posted at least seven (7) work days in advance, except in emergency situations such as regulatory compliance. If the Employer fails to post the notice seven (7) work days in advance (except in emergency situations), no employee will be disciplined for failing to attend the in-service training. Employees with special circumstances which prevent the employee from attending the mandatory in-service training on the date(s) and time(s) of the in-service training must notify the Employer at least two (2) work days prior to the in-service training, except in emergency situations. The Employer will then offer reasonable alternatives for the employee to comply with the required in-service training.

4.3 In-service Days: The Employer will make reasonable efforts to offer in-service training on two (2) separate days.

4.4 In-service Topics: The Union may suggest in-service topics at Labor-Management meetings.

4.5 Staff Meetings: The Employer agrees to hold Staff Meetings, typically quarterly, to provide announcements to employees, discuss communication issues and other issues of concern.

4.6 Orientation: Employees shall be provided with at least two (2) consecutive days of orientation to a new job classification. Certified Nursing Assistants orientation will be split between Mainside (including Memory Care) and Villa. Employees shall not be required to be part of the regular staffing pattern/matrix during their orientation period.

ARTICLE 5 - Union Security

5.1 All employees in the bargaining unit have the right to voluntarily join the Union. The Employer agrees that it will not solicit employees to withdraw from Union membership.

5.2 In the event the Wisconsin Right to Work Law is amended to permit union security, the parties agree to a limited contract reopener over that issue.

ARTICLE 6 – Dues/Fees Checkoff

6.1 Dues/Fees Deductions: The Employer shall deduct Union dues, agency fees and initiation fees from the pay of each Employee who has voluntarily authorized such deductions in writing on a form provided by the Union for that purpose. The deductions shall be made each pay period. The Employer shall make such deductions from the first paycheck received by the employee after receipt of the authorization form. The deductions shall be forwarded to the Union on a monthly basis via electronic fund transfer along with a list of all bargaining unit employees authorizing such deductions, including employee ID number, employee name, initiation fee deducted, dues deducted, and fees deducted. Such information shall be provided via electronic mail (password protected) in an Excel spreadsheet to the Union.

The Union agrees to indemnify the Employer and any of its agents, representatives and hold them harmless from and against any and all claims, demands, suits, costs, legal expenses, and any other form(s) of liability brought or issued against the Employer as a result of any action taken or not taken by the Employer, for the purpose of complying with any of the provisions of this Article.

Dues/Fees Deductions as enumerated above shall survive the expiration of this Agreement.

6.2 Report to Union: The Employer shall provide a report in an electronic EXCEL spreadsheet via electronic mail (password protected) to the Union every month with the following fields: employee ID number, last name, first name, home street address, home city, home state, home zip code, birth date, home phone number, cell phone number, home email, work email, job classification/job title, shift, department, FTE of record, date of hire, seniority date, termination date (when applicable), CNA certification date (when applicable), prior experience credit in years for non-CNAs and pay rate for all bargaining unit employees. The Union Worksite Leader shall be able to inspect at reasonable times a copy of such list/report.

ARTICLE 7 - COPE (Committee on Political Education)

The Employer agrees to deduct and transmit to SEIU COPE (Committee on Political Education), all monies deducted per pay period from the wages of employees who voluntarily authorize such contributions on the form provided by the Union for that purpose. These transmittals shall occur for each payroll period and forwarded monthly, separately from the transmittals in Article 6, Section 6.1, to the Union via electronic fund transfer with a list of all bargaining unit employees, including employee ID number, employee name and COPE deducted. Such information shall be provided in an electronic spreadsheet via electronic mail (password protected) to the Union.

COPE Deductions as enumerated above shall survive the expiration of this Agreement.

The Union agrees to indemnify the Employer and any of its agents, representatives and hold them harmless from and against any and all claims, demands, suits, costs, legal expenses, and any other form(s) of liability brought or issued against the Employer as a result of any action taken or not taken by the Employer, for the purpose of complying with any of the provisions of this Article.

ARTICLE 8 – Union Activities

8.1 Visitation: The Union representative shall report to the Administrator or designee and request permission upon entering the facility. Permission shall not be unreasonably denied. Such activities shall not interfere with the orderly operation of the facility. No such Union representative shall talk or meet with any employee, while such employee is working, without the express permission by the Administrator or designee. Such permission shall not be unreasonably denied.

8.2 Union Bargaining Team: The employees of the Employer shall have the right to be represented by a bargaining team who shall be made up of employees of the Employer and who may be selected in any manner determined by the Union. Union Bargaining Team members shall not lose any previously accrued benefits as a result of attending bargaining sessions.

8.3 Right to Representation: It is understood that an employee has the right to meet with a Work Site Leader when that employee believes they may have a grievance. Both the Worksite Leader and the employee will request permission from their department head before such meeting occurs. Such permission will not be unreasonably denied. It is agreed that such meeting time shall be of reasonable

length and will not interfere with the assigned duties of the Work Site Leader nor the employee unless directed by the Employer. These meetings will not be conducted at a time when a Work Site Leader would accrue overtime, unless the meeting is called by the Employer.

8.4 Permission from Employer: Work Site Leaders and Members of the Bargaining Team shall conduct their duties outside of their scheduled hours, except in extenuating circumstances. Under such circumstances, the Employer shall permit Members of the Bargaining Team and Work Site Leaders a reasonable amount of time, without loss of pay, to perform their duties as Union Representatives under this Agreement. Members of the Bargaining Team and Work Site Leaders shall request, and receive permission, from their supervisor or designee, at the time they desire to leave their work station for the purpose of performing their duties as Union representatives under this Agreement. Permission shall not be unreasonably denied for a reasonable period of time to do so.

Members of the Bargaining Team and Worksite Leaders who need to meet with an employee while such employee is working, must first request and receive permission from the supervisor of such employee. Such permission will not be unreasonably denied for a reasonable period of time to do so.

8.5 Union Orientation: A Work Site Leader or Union Representative will be allowed a twenty (20) minute time slot at New Employee Orientation to brief employees about the Union. Work Site Leaders shall remain on paid time for Union orientation. The Employer shall provide three (3) work days advance notice to the Work Site Leader and the Union of the date and time for the Union orientation.

8.6 Labor Management Committee: The Employer and the Union agree to meet quarterly at mutually agreed upon dates and times, in order to discuss workplace problems, concerns, suggestions, and ideas for improving the quality of resident care and enhancing staff satisfaction. Up to two (2) additional meetings per year may occur upon request by either party (this limitation excludes additional meetings with mutual agreement). The Committee shall be composed of at least one (1) Employer representative, Union Staff Representative(s) and up to four (4) Union-appointed employee members who shall not suffer a loss of pay for time spent in such meetings. No more than one (1) Union-appointed employee member from each department, who is scheduled to work during the meeting, shall be in attendance.

The Employer and the Union shall submit agenda items to each other at least three (3) days prior to the meeting. Grievances and bargaining issues shall not be discussed at these meetings. At the end of discussing each agenda item, assignments to the appropriate Committee members will be made for follow-up.

8.7 Bulletin Board: The Employer shall provide suitable space (i.e. 2' x 3') for the use of a bulletin board to be provided by the Union on the wall opposite of the time clock. All postings on the bulletin board will be presented to and receive prior approval by the Employer before posting. The Employer may make a copy of any such posting(s). If the posting is not approved to be posted on the bulletin board, the parties will meet, upon request, to discuss the Employer's concerns. Posting requests shall not be unreasonably denied.

8.8 Union Leave: *Attendance at Local Union Meetings.* Work Site Leaders assigned to any shift may, staffing permitting, be granted time off to attend Local Union Meetings provided their respective supervisors have been given seven (7) calendar days written advance notice, or in nursing service, prior to posting the work schedule.

Attendance at Conventions. The Employer shall allow four (4) designees to attend Union conventions whether conducted by the Local, State, or International Union. However, the following provisions shall apply:

- a. If two (2) or more representatives are from one (1) department, their attendance approval is contingent on whether scheduling will allow.
- b. Each designee must give at least three (3) weeks advance written notice to the appropriate supervisor and, in nursing units, prior to the posting of the work schedule.
- c. Time off for this purpose shall be considered as time worked for the purpose of seniority only.

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

Long Term Leaves. A leave of absence not to exceed ninety (90) days may be granted to an employee in order to accept a full-time position with the Union. The employee shall not lose nor accrue seniority during this period. An employee returning before or within thirty (30) days shall return to their former unit and position. After thirty (30) days but within ninety (90) days, the employee shall return to a comparable position if available. This right may be exercised only once in a twelve (12) month period.

ARTICLE 9 - Definition of Employees

9.1 **Regular Full-Time:** Regular Full-time employees are those employees regularly scheduled thirty (30) or more hours per week.

9.2 **Regular Part-Time:** Regular part-time employees are those employees regularly scheduled less than thirty (30) hours per week.

9.3 **Regular Casual Employees:** Regular casual employees are employees who are not regularly scheduled and who work an average of one hundred twenty (120) hours or more in a calendar quarter.

9.4 **Casual Employees:** Casual employees are employees who are not regularly scheduled and who work an average of less than one hundred twenty (120) hours in a calendar quarter.

9.5 **Temporary Employees of the Employer:** The Employer may hire temporary employees for the purpose of replacing regular employees who are absent from work due to paid time off, a leave of absence, etc. No temporary employee may work more than twelve (12) weeks cumulatively in any calendar year. Such duration may be extended by mutual agreement between the Employer and the Union.

Prior to hiring a temporary employee, the Employer will first check with existing bargaining unit employees to determine if any employees are interested in temporarily increasing their FTE to provide for the partial or full coverage needed. Temporary employees are expected to work the schedule and shift of the vacant position(s) or employee(s) who is absent including every other weekend and holidays.

ARTICLE 10 – Seniority

10.1 **Seniority Defined:** Seniority shall be determined by the employee's last date of hire within the bargaining unit, upon the completion of the probationary period. Seniority will not be affected by the FTE status of the employee.

When two (2) or more employees begin active employment with the Employer on the same day, their seniority will be determined by the last four (4) digits of their respective social security numbers, with the highest number being the more senior of the employees down to the lowest number being the least senior of the employees.

10.2 Seniority Ceases: Seniority shall cease and employment shall terminate upon the following:

- A. If the employee quits.
- B. If the employee is discharged for just cause.
- C. If the employee on layoff fails to report, or fails to notify the employer of their intent to return to work, within three (3) work days after receiving notification of recall and to report to work, unless the failure is beyond the control of the employee.
- D. If the employee is laid off for a period equal to the employee's length of seniority at the time of layoff, or one (1) year, whichever is less.
- E. If an employee fails to return to work at the end of an approved leave of absence.
- F. If the employee is absent from employment for three (3) consecutive scheduled working days without notice to the Employer.
- G. If the employee retires.

If the employee's seniority is broken under C, E, or F above, the employee may be reinstated if a reason satisfactory to the Employer is given for reinstatement.

10.3 Seniority and Years of Service Grandparented: Employees, who were employed by Prestige or Healthcare Services Group when they were extended an offer of employment by the Employer, shall be credited with their prior seniority date and years of service date unless the employee has a break in service with the Employer on or after November 1, 2017.

ARTICLE 11 – Grievance Procedure

11.1 Grievance Defined: A grievance within the meaning of this Agreement is a claim of an employee or a group of employees or the Union that the Employer has violated an express provision of this Agreement, or there is a dispute involving contract interpretation. Grievances may also include alleged changes in continuous, repetitious, long-term terms and conditions of employment under Edenbrook ownership which rise to the level of contract provisions.

11.2 Timeline for Filing Grievances: A grievance must be presented to the Employer within ten (10) work days after the employee or Union knew or could reasonably have known of the alleged violation.

Grievances regarding a discharge or a Union grievance (e.g. class grievance or policy grievance) shall be filed directly to Step 2 below. Union grievances will be filed in writing within ten (10) work days as set forth in this section above. Discharge grievances shall be filed in writing within five (5) work days from the date of the grievant's termination.

11.3 Statement of Grievance: The written grievance shall contain a clear and concise statement of the grievance indicating the issue to be resolved, the relief sought, and the provision of the Agreement

alleged to be violated or for grievances that allege changes in terms and conditions of employment as described in Section 11.1, that no provision of the Agreement is alleged to be violated.

11.4 Step Procedure: All grievances shall be handled and adjusted in the following manner:

Step 1. Any employee and/or Work Site Leader/Union Representative shall first discuss the issue with the employee's Department Head in an attempt to settle the matter. If the matter is not settled during such discussion, the Worksite Leader/Union Representative shall present the grievance in writing on a form provided by the Union, dated and signed by the Worksite Leader/Union Representative and submitted to the employee's Department Head within the ten (10) work day timeline discussed in Section 11.2 above. Within seven (7) work days, the Department Head shall provide for a meeting in an attempt to settle the grievance with the Worksite Leader/Union Representative and, if desiring to attend, the grieving employee. The Department Head shall answer the grievance in writing within five (5) work days of the meeting.

Step 2. If not settled in Step 1, the Union may notify the Administrator of its intent to move the grievance to Step 2 within five (5) work days of receiving the Department Head's Step 1 answer. A meeting will be held between the Administrator, the Worksite Leader and the Union Representative within seven (7) work days of the appeal to Step 2 in an effort to settle the matter. The Administrator shall answer the grievance in writing within five (5) work days of the meeting.

Step 3. If the grievance is not settled in Step 2, the Union Representative and the Administrator shall discuss, within five (5) work days after the answer in Step 2, whether or not to mediate the grievance with Federal Mediation and Conciliation Service (FMCS). If mediation is mutually agreed upon, the grievance shall be submitted for grievance mediation with the FMCS by the Union and the Employer within five (5) work days of the decision to mediate. Grievance mediation shall commence within fourteen (14) calendar days of the submission to FMCS.

11.5 Appeal to Arbitration: A grievance, which has been processed through, but not resolved by the grievance procedure may be appealed by the Union to arbitration by written notice. Such notice must be given within fifteen (15) work days after the receipt of the answer at Step 2 of the grievance procedure or, if applicable, the last date of mediation when there is a failure to resolve the matter in mediation.

11.6 Arbitrator Selection: Within ten (10) work days of the receipt of such notice in Section 11.5, the Union and the Employer, or their representatives, shall request the Wisconsin Employment Relations Commission to appoint an impartial panel of five (5) arbitrators by and from its staff. Within ten (10) work days of receipt of the panel of five (5) arbitrators, the Employer and Union shall alternately strike names from the panel until a final arbitrator remains, who shall be assigned to preside over the arbitration proceeding.

11.7 Binding Arbitration: The arbitrator's decision shall be final and binding on both parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement.

11.8 Arbitration Shared Cost: The fees and expenses of the arbitrator and cost of the location of the arbitration shall be shared equally by the Union and Employer. Other expenses incurred by either party shall be paid for by that party, except that costs associated with having a court reporter present shall also be equally shared by the parties.

11.9 Grievance(s) Arbitrated: Only one grievance shall be submitted to an arbitrator in any one (1) arbitration proceeding, provided, however, that the parties may, by mutual agreement, submit more than one (1) grievance to the same arbitration proceeding.

11.10 Time Limits: Any of the time limits referred to in either the grievance or arbitration sections of the Agreement may be extended by mutual agreement of the Union and the Employer.

ARTICLE 12 - No Strike No Lockout

12.1 No Strike: During the term of this Agreement or any extension thereof, the Union collectively, shall not directly or indirectly instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work with operations in or about the Employer's facility, premises, or equipment.

Picket lines established by an organization representing the interests of third parties or other employees of the Employer are not to be honored.

Contacting or threatening to contact Employer residents, visitors or family with the intent to dissuade them from using the Employer services or facility shall be prohibited.

This provision is not intended to waive any other employee(s) Section 7 rights under the National Labor Relations Act and employees retain the right to engage in any other protected concerted activity under Section 7 without the threat of discipline.

12.2 No Lockout: The Employer shall not lockout employees during the term of this Agreement or any extension thereof.

12.3 Discharge for Violation of No Strike Clause: The failure or refusal on the part of any Employee to comply with the provisions of Section 12.1 of this Article shall be cause for immediate discharge. The Union may submit to grievance and arbitration the matter of whether an Employee engaged in such conduct only. Should the Arbitrator find that such conduct was engaged in, the arbitrator cannot modify the discharge.

The failure or refusal by the Union to comply with the provisions of Section 12.1 of this Article constitutes a violation of said Section 12.1.

12.4 Other Remedies: Nothing contained in this Agreement shall be construed as preventing the Employer or the Union from pursuing whatever remedies are available to it by law or equity.

ARTICLE 13 - Probationary Period

Employees shall be on probation for the first ninety (90) calendar days from the date of hire. In the event an employee needs another thirty (30) calendar days to be successful, the Employer may extend such employee's probation for up to an additional thirty (30) calendar days, after consulting with the Union. During probation or any applicable extension, the Employer shall have the exclusive right to decide whether or not a probationary employee shall be retained. At the end of the ninety (90) calendar day period or any applicable extension thereof, the seniority of such employee shall commence with the employee's date of hire.

ARTICLE 14 – Scheduling

14.1 Work Week and Work Day: The regular work day shall be eight (8) hours per day with seven and one-half (7 1/2) hours paid work per day. The regular work week shall be thirty-seven and one-half (37 1/2) hours of regular paid work per week. The work week begins with the day shift on Sunday and ends with the night shift on the following Saturday. Seniority prevails in providing thirty-seven and one-half (37 1/2) hours of work.

14.2 Standard Shift Hours: Employees shall be scheduled during the following standard shifts only, unless employee voluntarily agrees to non-standard shift hours, a change occurs in accordance with Section 14.3 below, or when, due to census fluctuations, there is a need for employees to be scheduled for a partial standard shift (e.g. 6:00 a.m. to 10:00 a.m. or 4:00 p.m. to 8:00 p.m. in the Nursing Department). However, the Employer has the right, upon ten (10) calendar day notice to the affected employee(s) to modify the starting and ending time of the above shifts by up to thirty (30) minutes.

Nursing Department:

6:00 am-2:00 pm
2:00 pm-10:00 pm
10:00 pm-6:00 am

Laundry Department:

5:30 am – 1:30 pm
6:00 am - 2:00 pm

Dietary Department:

5:30 am-1:30 pm
6:00 am-1:30 pm
9:30 am – 2:00 pm
11:00 am-7:00 pm
11:30 am-7:00 pm
4:00 pm-7:00 pm

Housekeeping Department:

8:00 am – 12:00 pm
8:00 am - 1:30 pm
9:00 am – 1:30 pm
11:30 am – 7 pm

14.3 Changes in Shift Length or Times: In the event the Employer intends to introduce new or alternative shifts either in terms of length or a significant change (i.e. more than thirty [30] minutes) in start or end times, the Employer shall notify the Union in writing at least thirty (30) days in advance. Upon request, the parties shall meet at mutually agreeable dates and times to discuss the Employer's intentions. The Union may propose alternatives or options during the meeting(s). The parties shall discuss the Union alternatives and options in an effort to reach mutual agreement on the change(s) and, if applicable, to provide for a smooth transition for employees. In the event mutual agreement is not reached, the Employer will fill the new or alternative shift(s) by first seeking volunteers and will follow the principle of seniority with respect to those volunteering and secondly

by assigning employees in the job classification by inverse seniority in the event there are insufficient volunteers.

14.4 Meal Period: Employees scheduled six (6) or more hours in a day shall be provided a one-half (1/2) hour uninterrupted unpaid meal period. For each additional eight (8) hour shift worked in a day employees shall receive an additional unpaid meal period without interruption. Such meal periods shall be scheduled at a time that meets the needs of the facility but will not normally occur during the first or last one (1) hour of a shift. Meal periods shall only be interrupted by the Employer due to urgent resident care needs for which the entire meal period shall be compensated.

14.5 Rest Periods: Employees shall be granted a rest period of fifteen (15) minutes during each three hour and forty-five minute (3.75 hours) period of work with pay, but not normally during the first or last one-half (1/2) hour of a shift.

14.6 Posted Schedules: Work schedules will be posted ten (10) calendar days in advance of the beginning of each two (2) week schedule. Two (2) week schedules shall start on Sunday.

14.7 Set Scheduling: Employees shall have a set block schedule. Employees shall be regularly scheduled at least every other weekend off. Employee schedules cannot be changed for the purpose of avoiding payment of overtime when an employee has picked up a shift(s).

14.8 Weekend Defined: For the purpose of this agreement, a weekend shall begin on the Night shift on Friday and shall end at the end of the PM shift on Sunday.

14.9 Consecutive Work Days: Employees will not be regularly scheduled to work more than five (5) consecutive days, unless the Employee agrees.

14.10 Shift Assignments: Employees shall be assigned to a shift for which the employee shall be scheduled to work. There may be unusual situations where an employee's shift assignment needs to be changed for a temporary or indefinite period of time not to exceed twelve (12) weeks or if the employee agrees in writing to the change. In such unusual situations, the Employer shall seek volunteers from the contiguous shifts and shall follow the principle of seniority with respect to those volunteering and inverse seniority in the event there are insufficient volunteers.

14.11 Trading & Giving Up Shifts: Written requests for trading days or hours will be submitted to the scheduler for approval at least twenty-four (24) hours prior to the intended change except in circumstances where the employee was not reasonably able to. Where trading of days or hours is approved, those changes must occur in the same pay period. No trades will be approved which would require the payment of overtime unless previously approved by the Employer in writing.

Written requests for employees to have another employee work for them on their scheduled work day (i.e. giving up a shift) will be submitted to the scheduler for approval at least twenty-four (24) hours prior to the intended change except in circumstances where the employee was not reasonably able to. Such request shall not be unreasonably denied. The employee seeking a substitute will not be required to work any additional days because of giving up a day. No requests will be approved which would

require the payment of overtime or other premium pay without the written previous approval by the Employer. The employee has the option of taking the day as unpaid or a benefit paid day.

Employees trading shifts are responsible for the new shift. Employees picking up a shift that has been given away are responsible for the picked up shift.

Employees trading shifts or giving up a shift with less than twenty-four (24) hour notice to the Employer must verbally inform the employer prior to the traded shift or the shift given up and complete the necessary approval paperwork as soon as possible.

14.12 Making Up for Weekend Call-Ins: Missed weekends (call-ins), including call-ins due to a family or weather emergency, will be made up within thirty (30) calendar days of the missed weekend and will be scheduled on a weekend within such thirty (30) calendar day period. The desire of the employee making up the weekend will be considered when selecting the weekend day(s) on which the makeup occurs.

In the case of holiday weekends (call-ins), the make-up weekend will be scheduled at the discretion of the Employer and is subject to the thirty (30) day window.

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

14.13 Shift Pick Up: Unfilled open shifts shall be posted for pickup at the time of the posting of the schedule for a period of seven (7) calendar days. Such unfilled open shifts shall be assigned by job classification as follows:

- 1) By seniority if no overtime is incurred;
- 2) By seniority if overtime is incurred;

In the event, there are still unfilled open shifts remaining, those shifts will remain posted for pickup on first-come, first-serve basis.

Employees who agree to pick up an open shift (of any length) or partial shift of four (4) or more hours shall receive an additional one dollar and twenty-five cents (\$1.25) per hour for each hour picked up on weekend shifts.

14.14 Mandation: In the event there are unfilled open shifts after the above procedure in Section 14.13 on the day before the open shift or on the day of the shift and it is determined that resident care requires the shift to be filled, the Employer shall notify all employees in the department via “OnShift”(or similar means) or, for employees without text capability, call such employees to determine if any of those employees are interested in working the open shift or partial shift. Employees shall be given thirty (30) minutes to respond to the notification. Employees shall be granted the open shift or partial shift by seniority first to those not in overtime and then, if needed, by seniority for those in overtime. The employee(s) granted the open shift or partial shift shall be treated as if they were mandated for purposes of the rotation mandation log.

In the event no employee picks up the open shift or partial shift, the least senior employee, in accordance with the department’s seniority rotation mandation log, working the shift contiguous to the open shift or partial shift may be mandated to work the open shift or partial shift. An employee

will not be mandated to work more than four (4) hours beyond their scheduled shift, unless the Employer makes one last reasonable effort to seek volunteers to work a full or portion of the open or partial shift through On Shift or other means.

Employees may refuse up to three (3) mandates per calendar year, except that only one (1) employee per mandated shift can refuse for the same shift. When an employee exercises such refusal the employee shall retain their position for mandation in the rotation mandation log.

The Employer shall maintain a rotation mandation log in each department, updated daily, used to determine seniority rotation.

14.15 Overtime: The Employer shall endeavor to provide adequate staffing to preclude the necessity of employees working overtime.

Time and one-half (1 ½) will be paid for all hours worked in excess of forty (40) hours in a work week. Overtime is computed starting with the day shift on Sunday through the night shift on the following Saturday.

ARTICLE 15 - Attendance, Discharge and Discipline

15.1 Just Cause for Discipline: The Employer may discipline or discharge employees for just cause. The Employer shall make a good faith effort to provide twenty-four (24) hours advance notice to a Work Site Leader when an investigatory meeting is being conducted which may lead to disciplinary action up to and including discharge and when the Employer meets with an employee for purposes of administering disciplinary action.

15.2 Separate Tracks for Disciplines: Attendance infractions shall be on a separate track from other job related infractions.

15.3 Progressive Discipline: Prior to administering a written counseling only, the employee shall be provided with a non-disciplinary coaching in order to allow the employee to adjust and improve any deficiencies which is the subject matter of the written counseling. In the event disciplinary action is imposed, such disciplinary action shall be progressive in the following order, except as provided in the last sentence of this Section: first written counseling, written warning, final written warning and termination of employment. In the event of a serious infraction requiring a higher level of disciplinary action, the employer may initiate disciplinary action at any reasonable level given the seriousness of the infraction.

15.4 Discipline Notification: Disciplinary actions shall be served on the employee, Work Site Leader and Union Representative within two (2) work days of the date the Employer becomes aware of the event which is the subject of the discipline, if there is no investigation. If there is an investigation, the Employer shall inform the Union within two (2) work days of the date the Employer becomes aware of the event which is the subject of the discipline that an investigation has begun and its expected completion date. It is expected that an investigation will be completed within seven (7) calendar days, unless the Employer requests an extension which the Union shall not unreasonably deny. Disciplinary actions resulting from an investigation shall be served on the employee, Work Site Leader and Union Representative within two (2) work days of completion of the investigation.

15.5 Discipline Removal: When an employee has worked twelve (12) consecutive months without receiving a formal documented disciplinary action notice, such notice and prior notices shall not be used for purposes of progressive discipline. Any level of discipline for just cause involving substantiated resident abuse, willful violation of resident confidentiality or criminal conduct shall remain active indefinitely.

15.6 Suspension Pending Investigation: Employees suspended pending investigation and subsequently returned to work, shall be paid for all days scheduled to work and missed, during the suspension, except for a Final Written Warning, the employee may be suspended for up to three (3) days.

If an employee is suspended pending the outcome of a pending arrest, the circumstances of which substantially relate to the employee's position, the first sentence of this Section shall not apply.

ARTICLE 16 – Job Openings, Transfers and Job Postings

16.1 Job Posting and Award: Job openings covered by this Agreement will be posted on the bulletin board for a period of five (5) calendar days. If an employee is off work, the employee may instruct their Worksite Leader or Union Representative to sign up for the employee and the employee will notify Human Resources of such instruction.

Non-probationary employees shall be permitted to bid on job openings where they are qualified. The most senior qualified employee applying for this position shall be awarded the position in the following step order:

- 1) Employees in the same classification/job title;
- 2) If no one applies in step #1 above, employees within the department of the opening;
- 3) If no one applies in step #1 and step #2, employees from other departments; and
- 4) If no one applies in step #1, step #2 and step #3, applicants from outside the Facility.

The Employer may concurrently advertise the opening for applicants from outside the Facility but must award the position following the steps above. The vacancy may be filled by the Employer on a temporary basis within the bargaining unit while in the process of being filled.

For openings in the Nursing department in a specialty unit (e.g. memory care), the decision shall be on the basis of experience with that specialty at the facility with seniority as the deciding factor if more than one (1) employee has experience in the specialty in the facility.

For openings in the Dietary Department for Cooks and Cook/Aides, the decision shall be on the basis of experience with Edenbrook of WI Rapids with seniority as the deciding factor if more than one (1) employee has such experience with Edenbrook of WI Rapids. Promotions only will be subject to the trial period as described in Section 16.4 below. If the trial period is not successful, then the next most senior employee applying for the position shall be awarded the position and, if a promotion, serve a trial period as described in Section 16.4 below.

16.2 Posting Content: Each job posting will contain a brief job description, hours per pay period, shift and, if applicable, the specialty unit along with space to sign up for the positions. Each posting will outline only one job posting.

16.3 Copies of Postings: A Union Worksite Leader will, upon request, be provided a copy of all job postings within three (3) work days of the request.

16.4 Promotions: An employee promoted into a higher classification will be placed on the scale step of the new classification that gives the employee at least a two and one-half percent (2.5%) pay rate increase.

An employee promoted into a higher classification will have a ten (10) scheduled work day trial period on the new job. If, in the opinion of either the Employer or the employee, the employee is not successful in the new job within such trial period, the employee will be returned to their former position with their former seniority, benefits and wages.

16.5 Seniority Upon Transfer or Promotion: An employee who is transferred or promoted into another classification will not lose any seniority, benefits or pay because of the transfer or promotion. The employee's seniority date shall be the last hire date for purposes of layoff or rehiring. But in choice of scheduling PTO/Vacation, holidays and priority for additional hours of work as decided and made available by management up to a regular full-time schedule, the employee's seniority priority shall be the date of the starting in the new classification.

16.6 Demotions: If an employee is demoted or transferred to a lower classification, the employee will retain all previously accrued seniority and fringe benefits.

If an employee requests a demotion or transfer to a lower classification and receives the new position, the employee will be placed on the scale step in the new classification based upon their scale step in their former classification.

16.7 Move to New Job: Employees awarded a position pursuant to this Article shall move to their new position and shift no later than six (6) weeks after the end date of the job posting period.

ARTICLE 17 - Layoffs/Hours Reductions

17.1 Notification to the Union and Employees: In the event the Employer finds it necessary to reduce its staffing by laying off employees or reducing hours of employees, it shall notify the Union and the affected employees as expeditiously as possible, but no less than twenty-one (21) calendar days prior, if practicable, of its intention and shall inform the Union of the names and classifications/job titles of the employees who are to be affected, as well as the proposed effective dates of the layoff. At the request of the Union, the Employer and the Union shall meet to discuss any alternatives to the layoffs or hours reduction as well as the impact on the affected employees.

17.2 Procedure for Layoff and Hours Reduction: The procedure for layoffs and reductions in hours shall be as follows:

- a) The Employer will first determine whether any employees within the classification/job title wish to voluntarily be laid off or have their hours reduced. If two (2) or more employees volunteer for layoff or hours reduction, the voluntary layoff or hours reduction shall be based on seniority.
- b) If there is an insufficient number of volunteers, or no volunteers, probationary employees within the classification/job title shall be laid off or have their hours reduced, without regard to their individual periods of employment.
- c) If further layoffs or hours reductions are necessary, the employee within the classification/job title with the least seniority in the facility shall be laid off. If the

seniority of two or more employees is the same, the highest number in the employees' social security number shall control.

- d) Employees laid off or with reduced hours may bump less senior employees within their department provided the senior employee has the skills/abilities to perform the available work.

17.3 Reduction of Hours for Daily Census Purposes: In the event that it becomes necessary to temporarily reduce hours shift-to-shift based on daily census fluctuations, it shall be by shift within the affected classification/job title as follows:

1. Individuals receiving overtime on that shift by reverse seniority
2. Volunteer by seniority rotation
3. Pick up shifts by reverse seniority
4. Lowest senior is called off/sent home.

Employees shall have the option to use or not use benefit time to cover low census days. Time off for low census days shall be counted as hours worked for the purpose of calculating benefit eligibility and full-time, regular part-time and regular casual status.

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

17.4 Layoff Benefits and Seniority: The receipt of benefits in the event of lay off will be consistent with those received by the employees within the facility. Employees on permanent lay off will continue to accrue seniority but no other benefits.

17.5 Recall from Layoff: Employees shall have the right to recall for one (1) year from the employee's date of layoff. Employees shall be recalled in the job classification/job title starting with the last employee laid off through the first employee laid off. Notice of recall from layoff shall be sent by certified mail to the employee's last known mailing address. Recalled employees shall assume their regular position in the department with their job title, FTE of record, shift, seniority and wage rate including any intervening increases had the employee not been on layoff. If the employee fails to report, or fails to notify the employer of their intent to return to work, within three (3) work days after receiving notification of recall and to report to work, unless the failure is beyond the control of the employee, the employee shall forfeit all rights to recall.

ARTICLE 18 – Workload & Assignments

18.1 Workload Equity: When assigning workload to the employees, the Employer will make an equitable distribution of workload to employees.

18.2 CNA Wing/Hall Assignments: The Employer will make reasonable efforts to assign CNAs to a wing/hall to provide quality, consistent care for residents.

ARTICLE 19 - General Provisions

19.1 Work Day Defined: A “work day” is defined as a week day other than Saturday, Sunday or a Holiday recognized by this Agreement.

19.2 Union and Management Leadership Lists: The Union agrees to provide the Administrator with an up-to-date written list of the Bargaining Team Members, Work Site Leaders, and Union Staff Representative assigned to service the facility. The Employer agrees to provide the Union with an up-to-date written list of authorized management personnel such as the Administrator, Department Heads and supervisors for each shift and department.

19.3 Personnel Record: Employees have the right to inspect their personnel record at reasonable times and to obtain copies of items within the record, up to two (2) times per calendar year.

19.4 Job Descriptions: The Employer will maintain written job descriptions for each classification. Upon request of an employee, copies of their written job description will be made available. Any changes to written job descriptions will be shared and, upon request, discussed with the Union at least fifteen (15) work days prior to the proposed implementation of such changes.

19.5 Transportation of Residents: Employees will not be required to transport residents to or from the facility in their own vehicles.

19.6 Change in Uniform Policy: Before the Employer makes any changes in its uniform policy affecting bargaining unit personnel it will meet to negotiate with the Union over the impact of any changes fifteen (15) work days prior to proposed implementation.

19.7 Policy Changes: Subject to Article 2, Section 2.2, the Union shall be notified of any changes in policy affecting bargaining unit personnel at least fifteen (15) work days prior to proposed implementation of such changes. The Union reserves the right to grieve the reasonableness of any policy change by the Employer as provided in Article 2, Section 2.1.

19.8 Break Room: The Employer shall provide employees with a clean and safe break room for employees to eat meals and refresh.

19.9 Official Notifications: Any required notices given under this Agreement or as required by law shall be mailed through U.S. mail and may also be emailed to the other party.

19.10 Address Notification: For purposes of notices to employees as provided for in this Agreement, it is the responsibility of the employee to keep the Employer and the Union informed of the employee's correct home address.

19.11 Two (2) Week Notice: Employees shall provide two (2) weeks' notice of their desire to terminate their employment unless it is mutually agreed between the Employer and the employee to terminate on shorter notice. Failure on the part of the employee to comply with this provision shall result in forfeiture of any accrued time off that the employee would otherwise be entitled to receive.

ARTICLE 20 - Leaves of Absence

20.1 Requests for Leaves: Requests for leaves of absence shall be in writing. The Employer shall respond to an employee's leave request within seven (7) work days of the date of the request.

20.2 Authorized Leave of Absence: Authorized leave of absence for any purpose shall not affect previously accrued benefits, accrued PTO/vacation, Sick, Holiday and seniority.

20.3 Family Medical Leave Act (FMLA) and Wisconsin Family Medical Leave Act (WFMLA): The Employer shall abide by the Family Medical Leave Act or the Wisconsin Family Medical Leave Act, as applicable, or the provisions of this Article, whichever provides the greater benefit to the employee.

20.4 Leave for Employee Illness or Disability: An unpaid leave of absence, including intermittent leave, may be requested for an employee's illness or disability as substantiated by appropriate medical documentation. If approved, unpaid leave for this purpose will be granted for a period of time based on the following schedule for years of employment:

<u>Years of employment</u>	<u>Leave time Granted</u>
Less than one (1) year	Up to four (4) weeks
At least one (1) year and less than three (3) years	Up to twelve (12) weeks
At least three (3) years	Up to twenty-six (26) weeks

20.5 Medical Certification: The Employer may request periodic medical certification from the employee's medical provider for employee leave due to illness or injury. Such certification is a requirement of continued medical type leave.

20.6 Benefit Continuation During Any Leave of Absence: While on leave of absence other than FMLA or WFMLA, the employee's employer paid insurance will continue uninterrupted for the first thirty (30) days of the leave of absence and subject to employee continuing contributions, if applicable.

20.7 Use of Paid Leave Time: Employees may, at their discretion, use any type of paid leave time (e.g. PTO/vacation, Sick [if applicable], Holiday, etc.) accrued, for any leave of absence or portion thereof.

20.8 Return to Work from Leave: Employees shall be returned to their former position, including but not limited to, former job title, shift, FTE of record and schedule.

20.9 Personal Leave of Absence (PLOA): Employees may request a Personal Leave of Absence up to one hundred and eighty (180) calendar days. Requests for PLOA shall not be unreasonably denied.

ARTICLE 21 – Paid Time Off/Vacation

21.1 Scheduling of PTO/Vacation: PTO/vacations shall be scheduled on a seniority basis. For each calendar quarter (e.g. January – March; April – June, etc.), the Employer shall post on the bulletin board a calendar for employees to sign up for PTO/vacation time off. Such calendar posting shall be posted two (2) months in advance of the quarter on the first day of the month (e.g. on November 1 for the calendar quarter of January-March). Employees shall submit requests for PTO/vacation through the sign up calendar and written PTO/vacation request form to the Scheduler prior to the first day of the month preceding the calendar quarter (e.g. by November 30th for the calendar quarter of January – March). PTO/vacation shall be granted in the following order by seniority:

- 1) PTO/Vacation blocks of three (3) or more scheduled work days;
- 2) PTO/Vacation blocks of two (2) scheduled work days;
- 3) Single PTO/Vacation day;

Requests for each calendar quarter not requested by the first day of the month prior to the quarter shall be granted on a first-come, first-serve basis provided the employee requests at least thirty (30) days in advance of the first day of the PTO/vacation time requested.

The Employer will respond with approval/denial; in writing within five (5) work days of the quarterly deadline or, for first-come, first-serve requests, within five (5) work days of the request. If the Employer fails to respond, the PTO/vacation time requested shall be considered approved.

Employees shall be entitled to two (2) weekends off (i.e. Saturday and Sunday) per calendar year without having to find a replacement.

21.2 Paid Time Off/Vacation Eligibility: Full-time employees will be eligible for paid time off/vacation beginning on the first complete work week following completion of ninety (90) calendar days of employment with the Employer.

21.3 Accrual, Maximum and Carryover: Once an employee has met the eligibility requirement set forth in Section 21.2 above, PTO/vacation time will be accrued each pay period based upon hours paid from date of hire based on the schedule set forth below. From that point, PTO/vacation hours are accrued and useable per pay period.

Completed Years of Service	Maximum Hourly Accrual	Maximum Accrual in hours	Maximum Accrual in Days
0-5 years	0.0384	80	10
6-9 years	0.0577	120	15
10+ years	0.0769	160	20

Above are the maximum hours that can be accrued in an anniversary year. Once the maximum accrual is reached in an anniversary year, accrual will stop until the employee's accrual balance drops below the maximum accrual.

Employees may carry over into their next anniversary year a maximum of eighty (80) PTO/vacation hours.

21.4 PTO/Vacation Increments: Employees may take PTO/vacation in hourly increments. Approved PTO/vacation time will be paid during the usual payroll cycle. Accrued and unused PTO/vacation may be used during any leave of absence.

Any hours less than "regularly scheduled hours" require the use of PTO/vacation time to make the employee "whole", with the exception of an Employer request due to staffing adjustments (e.g. low census time off).

21.5 PTO/Vacation Pay: PTO/Vacation pay shall be paid at the current straight wage rate, plus any applicable shift differential.

21.6 PTO/Vacation Cash-out: PTO/Vacation may not be cashed out during employment, unless approved in writing by the employee's supervisor and Human Resources.

21.7 PTO/Vacation Upon Separation: Unused, accrued PTO/vacation time shall be paid upon separation from employment for any reason at the employee's straight time rate of pay including differentials for all such hours, except for situations where an employee resigns without complying with Article 19, Section 19.11.

ARTICLE 22 – Holidays

22.1 Scheduling of Holidays: Probationary employees are not entitled to any holiday premium and must work the holiday if it is on a regularly scheduled work day of the probationary employee.

For night shift employees, the holiday starts on the night shift of the day before the holiday (e.g. July 3 at 10pm for July 4th holiday).

Employees shall work the holidays that fall on the employee's regularly scheduled work day except for Christmas and New Year's Day. For Christmas and New Year's Day, employees by job classification seniority must choose either day to work unless such holidays fall on a weekend. If such holiday(s) fall on the employee's regularly scheduled weekend to work, the employee will work such holiday(s).

Employees may trade holidays with other employees with notification in advance to the scheduler.

Employees may request off for a holiday and such requests shall be granted by seniority if staffing permits.

22.2 Designated Holidays: Designated holidays are: New Year's Day, Memorial Day, July 4th Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

22.3 Eligibility: Full-time, regular part-time and regular casual employees are eligible for holiday pay after completing sixty (60) days of continuous employment in accordance with Section 22.4 below. Employees must work the full regularly scheduled work day immediately prior to and the full regularly scheduled work day immediately following the holiday in order to be eligible for holiday pay.

22.4 Holiday Pay: Employees shall be paid the employee's regular hourly rate, for all hours worked on a designated holiday in addition to any applicable overtime, plus holiday pay as described below.

Full-time employees who work or do not work on a designated holiday shall be paid eight (8) hours of holiday pay. Regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week and who work or do not work on a designated holiday shall be paid four (4) hours of holiday pay.

Regular part-time employees who are regularly scheduled to work fewer than twenty (20) hours per week, and regular casual employees, who work on a holiday, shall receive four (4) hours of Holiday pay in addition to pay for hours worked on the Holiday.

22.5 Holiday Time Off: Time off for holidays must be requested in writing and approved in advance by the employee's supervisor and/or the Administrator. Such time off request shall not be unreasonably denied. Employees who are on approved time off shall receive their holiday pay instead of having to use other benefit time off.

22.6 Religious Observances: Employees may request time off for religious observances not covered in the designated holidays in Section 22.2 above. Such requests shall not be unreasonably denied. Employees with time off for religious observances may use PTO/vacation or use leave without pay at the discretion of the employee.

ARTICLE 23 – Sick Leave

23.1 Sick Accrual: Full-time employees receive twenty-four (24) hours of sick leave on their 91st day of employment. Full-time employees will be given at least twenty-four (24) hours of sick leave every year on their anniversary date in accordance with the following schedule. The minimum time an employee can use is four (4) hours.

Completed Years of Service	Sick hours per year
91 days - 4 years	24 hours
5 years – 9 years	32 hours
10+ years	40 hours

For CNAs only, any Sick time between November 15th and January 5th requires a doctor’s note for payment of sick hours.

23.2 Sick Cashout: In the event an employee has used less than fifty percent (50%) of their available sick leave as of the end of their anniversary year, such employee may cash out one-half (1/2) of their remaining balance. The Employer shall notify employees thirty (30) days in advance of the employee’s anniversary date of the employee’s eligibility for cashout.

23.3 Sick Upon Separation: Sick leave is forfeited upon termination of employment and at the end of the anniversary year if not cashed out in accordance with Section 23.2 above.

ARTICLE 24 – Bereavement

24.1 Paid Bereavement Leave: Regular full-time and regular part-time employees shall receive three (3) paid days for bereavement as a result of the death of a family member as defined below. Paid bereavement days are paid for scheduled work days and only for the number of hours the employee is scheduled to work on such scheduled work days. Additional unpaid days for travel purposes will also be considered.

24.2 Family Member Defined: For purposes of bereavement leave, a family member is defined as: spouse, parent, grandparent, child, grandchild, brother, sister, all equivalent in-law and step relationships, guardianship relationships or a member of the employee’s immediate household.

24.3 Requests for Bereavement Leave: Requests for bereavement leave should be made to the employee’s supervisor and/or the Administrator as soon as possible.

24.4 Unpaid Bereavement Leave: In addition to the paid days above, an employee may be granted an unpaid leave, not to exceed three (3) scheduled work days, for relationships not addressed above. Such permission shall not be unreasonably denied. At the employee’s discretion, the employee may substitute their PTO/Vacation for such unpaid leave time.

ARTICLE 25 – Jury Duty

Regular full-time and regular part-time employees who are called for jury service shall receive the difference in pay for the scheduled time off, up to a maximum of seven (7) consecutive scheduled work days, at the employee’s straight time rate of pay. In the event the employee is called for jury service in excess of seven (7) consecutive scheduled work days, the Employer will review it on a case by case basis to determine if an exception should be made. To be eligible to receive jury duty pay, the employee must provide the Employer with a statement from the Court indicating the date(s) and time spent on jury duty and the payment received from the Court.

ARTICLE 26 – Continuing Education & Tuition Reimbursement

26.1 Employee Eligibility Requirements: All full-time employees with at least one (1) year of service are eligible to participate in the Continuing Education/Tuition Reimbursement Program. A full-time Employee is defined as an Employee who maintains, with a combination of credit hours enrolled and regularly scheduled hours with a minimum of sixty (60) hours per pay period.

26.2 Eligible Expenses: Course(s) must be required for certification or licensure for positions currently utilized in the Facility. Eligible expenses include: tuition, fees and all other course required materials (i.e. uniforms, special calculators, etc.).

26.3 Reimbursement of Eligible Expenses: Proof of successful completion of course(s) and application for Continuing Education/Tuition Reimbursement will be required along with appropriate receipts/cost documentation before reimbursement will be approved. Maximum reimbursement amount per 12-month rolling period (based on full-time hire date) is two thousand dollars (\$2,000.00).

ARTICLE 27 – Insurance

27.1 Eligibility: The Employer provides health insurance coverage to its full-time and regular part-time employees who average thirty (30) or more paid hours per week (based upon the previous twelve (12) weeks) and who are in active service with the Employer. Employees currently contribute the following amounts toward the payment of the monthly premium for the following currently offered plans:

Bronze Plan	
Employee	\$30.70/month
Employee & Spouse	\$43.33/month
Employee & Child(ren)	\$65.00/month
Family	\$86.06/month

Silver Plan	
Employee	\$237.50/month
Employee & Spouse	\$894.22/month
Employee & Child(ren)	\$715.37/month
Family	\$1251.91/month

Gold Plan	
Employee	\$390.00/month
Employee & Spouse	\$1074.05/month
Employee & Child(ren)	\$895.21/month

Family	\$1431.74/month
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27.2 Equity with Non-represented Employees: The Employer will provide the same health benefits (including dental and vision) for employees and their dependents, under the same conditions and with the same employee premium contributions as for non-represented employees of the Employer. It is agreed that any changes or amendments to the benefit plan(s) including plan design, coverage, addition or deletion of benefits, and premium contributions shall automatically apply to the bargaining unit to the same extent that such changes or amendments apply to non-bargaining unit employees of the Employer. The Employer will provide the Union with thirty (30) calendar days written notice of such changes.

27.3 Supplemental Benefits: Employees will be eligible for the Employer’s standard supplemental benefits, subject to the terms and conditions set forth in the then current employee’s handbook.

ARTICLE 28 – 401(k) Plan

The Employer offers a 401(k) retirement plan for its employees. It is agreed that any changes or amendments to the retirement plan(s) including plan design, coverage, addition or deletion of benefits shall automatically apply to the bargaining unit to the same extent that such changes or amendments apply to the non-bargaining unit employees of the Employer. The Employer will provide the Union with thirty (30) calendar days written notice of such changes.

ARTICLE 29 – Wages

29.1 Pay Period Defined: Employees shall be paid semi-monthly by direct deposit to the employee’s designated account.

29.2 Wages: Effective the first full pay period in July 2019, current and future employees shall receive the rate applicable to their years of experience credit in accordance with this Section and the table below. Any current employee who is being paid higher than the applicable rate of pay set forth below shall receive no wage increase nor decrease except as provided in Section 29.4 below. For CNAs, the employee’s certification date as a CNA shall determine the experience credit in the table below. For current CNAs and new hires in 2019, the experience credit through December 31, 2019 shall determine initial placement on the scale. For non-CNAs, relevant experience shall include years of service at the facility and any relevant prior experience in determining the experience credit in the table below:

<u>Years</u>	<u>C.N.A.</u>	<u>Dietary Aide</u>	<u>Cook & Cook/Aide</u>	<u>Maintenance Assistant</u>	<u>Housekeeping, Laundry & Other Aides</u>
Start	\$11.75	\$9.50	\$10.50	\$10.00	\$9.50
6 mos	\$12.35	\$9.70	\$11.00	\$10.50	\$9.70
1 year	\$12.75	\$10.30	\$11.50	\$11.00	\$10.30
3 years	\$13.25	\$10.70	\$12.25	\$11.75	\$10.70
5 years	\$14.45	\$11.94	\$13.25	\$12.75	\$11.94
10 years	\$15.75	\$12.85	\$14.00	\$13.50	\$12.85

lost for the balance of the scheduled shift on the day of the injury. If no post-accident drug testing is performed, the employee shall be paid by the Employer for time lost for the balance of the scheduled shift on the day of the injury.

29.8 Reporting Pay: Employees called to work shall receive a minimum of four (4) hours, or the normal length of the shift, whichever is less, of reporting pay.

Employees who report to work as scheduled and are not needed for that shift shall receive a minimum of four (4) hours, or the normal length of the shift, whichever is less, of reporting pay.

ARTICLE 30 – Differential Pay

CNAs and Med Tech/Medication Aides shall receive a shift differential of sixty cents (\$0.60) per hour for all hours worked between 2:00 p.m. and 10:00 p.m. and one dollar (\$1.00) per hour for all hours worked between 10:00 p.m. and 6:00 a.m.

ARTICLE 31 – Premiums & Uniforms

31.1 Mentor Premium: Employees assigned by the Employer to be a mentor will be paid a premium of one dollar (\$1.00) per hour for actual hours spent in the mentoring process. Employees assigned to mentoring a new employee shall be notified at least one (1) day in advance of the assignment start date.

31.2 Uniform: Employees can wear any color scrubs the employee chooses so long as it is clean, in good condition and, if patterned, with an appropriate pattern. Employees may purchase, through a vendor approved by the Employer, scrubs through payroll deduction.

ARTICLE 32 - Successor Agreement

The Employer shall notify the Union in writing at least thirty (30) days, if practicable, prior to any sale, transfer, merger, acquisition, consolidation, assignment or similar transaction.

ARTICLE 33 – Severability

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement.

Upon request by either party, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which has been so declared invalid or void.

ARTICLE 34 – Duration of Agreement

This Agreement shall become effective July 1, 2019 and shall continue in full force and effect until and including December 31, 2021 and thereafter shall be automatically renewed from year to year unless either party serves notice on the other not less than ninety (90) days prior to the 1st day of January, 2022 or any subsequent expiration date thereafter specifying a desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into this 9th day of July, 2019.

SERVICE EMPLOYEES INTERNATIONAL
UNION HEALTHCARE WISCONSIN

EDENBROOK OF WISCONSIN RAPIDS

Ramon Argandona, President

Cayla Piehl, Administrator

Rita Jaroch, CNA, SEIU Bargaining Team

Holly Pierce, Cook/Aide, SEIU Bargaining Team

ARTICLE 29 – Wages

29.2 Wages: Effective the first full pay period in July 2020, all employees shall receive across the board pay increases of 2.00% in accordance with this section and the table below.

<u>Years</u>	<u>C.N.A.</u>	<u>Dietary Aide</u>	<u>Cook & Cook/Aide</u>	<u>Maintenance Assistant</u>	<u>Housekeeping, Laundry & Other Aides</u>
Start	\$11.99	\$9.69	\$10.71	\$10.20	\$9.69
6 mos	\$12.60	\$9.89	\$11.22	\$10.71	\$9.89
1 year	\$13.01	\$10.51	\$11.73	\$11.22	\$10.51
3 years	\$13.52	\$10.91	\$12.50	\$11.99	\$10.91
5 years	\$14.74	\$12.18	\$13.52	\$13.01	\$12.18
10 years	\$16.07	\$13.11	\$14.28	\$13.77	\$13.11
15 years	\$16.52	\$13.39	\$14.79	\$14.28	\$13.39
20 years	\$16.98	\$13.68	\$15.30	\$14.79	\$13.68
25 years	\$17.44	\$13.96	\$15.81	\$15.30	\$13.96

Effective the first full pay period in July 2021, all employees shall receive across the board pay increases of 1.75% in accordance with this section and the table below.

<u>Years</u>	<u>C.N.A.</u>	<u>Dietary Aide</u>	<u>Cook & Cook/Aide</u>	<u>Maintenance Assistant</u>	<u>Housekeeping, Laundry & Other Aides</u>
Start	\$12.20	\$9.86	\$10.90	\$10.38	\$9.86
6 mos	\$12.82	\$10.06	\$11.42	\$10.90	\$10.06
1 year	\$13.24	\$10.69	\$11.94	\$11.42	\$10.69
3 years	\$13.76	\$11.10	\$12.72	\$12.20	\$11.10
5 years	\$15.00	\$12.39	\$13.76	\$13.24	\$12.39
10 years	\$16.35	\$13.34	\$14.53	\$14.01	\$13.34
15 years	\$16.81	\$13.62	\$15.05	\$14.53	\$13.62
20 years	\$17.28	\$13.92	\$15.57	\$15.05	\$13.92
25 years	\$17.75	\$14.20	\$16.09	\$15.57	\$14.20