



# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**SEIU Healthcare Wisconsin**

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**NSH Wisconsin Rapids LLC**

**March 1, 2020 – December 31, 2021**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between NSH Wisconsin Rapids LLC, hereinafter referred to as the “Employer,” and the SEIU HEALTHCARE WISCONSIN, hereinafter referred to as the “Union.” The parties enter into this Agreement for the purposes of establishing acceptable terms and conditions of employment and service to the residents predicated upon mutual respect and dignity of each other.

### **ATTEST**

WHEREAS, both parties to this Agreement desire to prevent strikes and to facilitate the peaceful adjustment of differences that may arise from time to time, and to work together to promote harmony and efficiency to the end that the residents, employees, the Union, the Employer and the general public may be mutually benefited, the parties hereto contract and agree in good faith with each other and with mutual respect and dignity towards each other as follows:

#### **ARTICLE I – NON-DISCRIMINATION**

No worker or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any worker or applicant covered by this Agreement on account of race, color, religious creed, national origin, lawful political affiliation, physical handicap, medical condition, sexual orientation, gender, age, marital status or any protected class protected by law.

#### **ARTICLE II – RESPECT & DIGNITY**

It is our policy to maintain a working environment free from offensive or degrading remarks or conduct. Such behavior is defined as inappropriate remarks about or conduct related to the employee’s race, color, creed, religion, national origin, sex, criminal record, marital status, disability, sexual orientation or age. Offensive behavior prohibited by this policy also includes requests to engage in illegal, immoral or unethical conduct, or retaliation against a person who makes a complaint.

#### **ARTICLE III – HEALTH AND SAFETY**

The Employer shall observe all applicable health and safety regulations and will take reasonable steps necessary to assure employee health and safety. Should any employee become aware of conditions the employee believes to be unhealthy or dangerous to the health and safety of employees or residents, the employee shall report the condition to their supervisor. All unsafe or unhealthy conditions shall be remedied as soon as practicable. An employee shall not be disciplined for refusing to perform job duties that are serious safety hazards. For the purposes of this section, “serious safety hazards” shall be defined by Centers for Disease Control and Prevention guidelines and pursuant to the Employer’s policies.

#### **ARTICLE IV – UNION RECOGNITION, MEMBERSHIP & CHECKOFF**

**Section 4.1 – Authorized Representative.** The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all regular full-time and regular part-time employees excluding supervisors, confidential, managerial, professional, and office employees; licensed practical nurses, registered nurses, and registered occupational therapists, and as certified by the National Labor Relations Board.

**Section 4.2 – Union Membership.** No provision of this Section shall apply to the extent that it may be prohibited by Law. In the event that law is amended to permit union security, the following provision shall be effective:

All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this Agreement and all employees who are hired hereafter shall become members of the Union as a condition of employment within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days of their hiring date, whichever is later.

**Section 4.3 – Dues and Fees Checkoff.** The Employer agrees to deduct from the wages of employees covered by this Agreement, after receipt of a signed authorization from each such employee, dues and fees of the Union. Union dues and/or fees will be deducted from each pay period of the month. The Employer shall transmit the dues, initiation fees and any other fees to the Union. The Employer shall also include electronic lists with the employee ID number, last name, first name, pay period end date, initiation amount deducted, dues amount deducted and any other fees deducted. The Employer may combine these lists with the list below. The Employer shall have no obligation to obtain such authorization.

**Section 4.4 – COPE Checkoff.** The Employer agrees to deduct from the wages of any employee covered by this Agreement, any voluntary contribution to SEIU Committee on Political Education (COPE) upon receipt of a signed authorization from each such employee on forms provided by the Union. Such contributions will be transmitted to the Union with an electronic list including employee ID number, last name, first name, pay period end date and specific deductions. The Employer may combine these lists with the list below. The Employer shall have no obligation to obtain such authorization.

**Section 4.5 – Lists to Union.** The Employer shall provide the Union the following information via electronic mail, password protected, in an electronic non-PDF excel spreadsheet:

A monthly list of employees including Employee ID number, last name, first name, middle initial, birth date, gender, ethnicity, home street address, home city, home zip, most current home telephone number, cell phone number, home email address (if available), job title, wage rate, seniority date, date of hire, shift, CNA Certification Date and/or experience credit and classification. The list shall include a coding for terminations with the term date and leave of absences.

**Section 4.6 – Indemnification.** The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages for penalties and any other expenses that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

## **ARTICLE V – UNION REPRESENTATION & UNION LEAVE**

**Section 5.1 – Union Access to the Facility.** The authorized representative(s) of the Union will have reasonable access to the Employer's premises provided that the Union representative gives the Employer at least twenty-four (24) hours advance notice, except in the cases of emergencies, to confer with the Employer, Worksite Leaders of the Union and/or with the Employees for the purpose of administering this Agreement. When a Union representative enters the Employer

premises, they shall notify the Executive Director, or person in charge, of their visit so that their activities do not interfere with customer care or the efficient operation of the Employer. No more than two (2) Union representatives shall visit the Employer at any time, unless the parties mutually agree otherwise. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of their visit. Exceptions include, but are not limited to, visits intended during a state survey. The Union will furnish the name of the authorized representative.

**Section 5.2 – Union Orientation.** A designated work site leader or Union Representative will be allowed a thirty (30) minute time slot at orientation to inform new bargaining unit employees about the Union. The Employer shall notify the Union and Worksite Leader of the date and time of the orientation at least two (2) work days in advance. Worksite Leaders shall be allowed paid work time for orientation, if the orientation occurs during their scheduled shift.

**Section 5.3 – Work Site Leader List & Authority.** A current list of authorized Union work site leaders will be presented to the Employer by the Union. Authorized Work Site Leaders shall have the authority to gather pertinent facts and assist employees in the processing of grievances in accordance with the terms, procedures and limitations provided in this Agreement.

**Section 5.4 – Work Site Leader Representation Activities.** The Employer shall permit a work site leader a reasonable amount of time on regular duty status to process grievances and to consult with appropriate supervisors and management officials. A work site leader must ask for and receive permission from their supervisor before leaving the job. Such requests will not be unreasonably denied.

**Section 5.5 – Union Bargaining Team.** Union Bargaining Team members shall be credited for hours spent bargaining. This credit shall not exceed the number of hours of a scheduled shift. The credit will be for the purpose of PTO accrual only. Bargaining Team members will be required to submit a signed form for confirmation of time spent in bargaining. PTO hours credited for bargaining shall be automatically used before credited hours for hours paid. If an employee resigns employment, the PTO hours accrued during bargaining will not be paid out to the employee.

**Section 5.6 - Employer/Union Communication.** Any notification by the Employer to the Union shall be in writing delivered to the Union at its offices with a copy to the Work Site Leader designated by the Union.

**Section 5.7 – Union Leave.**

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

- b) **Attendance at Local Union Meetings** - Worksite Leaders assigned to any shift may be granted time off provided.
1. Their respective supervisors have been given seven (7) calendar days written advance notice or, in nursing service, prior to posting of the work schedule;
  2. That such meeting will not exceed one (1) day in duration, including travel time, except scheduled Union contract ratification meetings.
  3. It is also agreed that the need for appropriate staffing shall remain the primary consideration in determining whether such employees may attend conventions, meetings or education classes.

c) **Long Term Leaves** - A leave of absence not to exceed twelve (12) months may be granted to an employee in order to accept a full-time position with the Union. If the employee maintains their qualifications and eligibility to work in their previous classification and the leave does not exceed ninety (90) days, the employee shall be returned to the same job and position that the employee held at the time they went on Union leave.

If the leave exceeds ninety (90) days and the employee maintains their qualifications and eligibility to work in their previous classification, the employee shall be returned to their previous classification, schedule and rate of pay. If the employee's shift is no longer available, the employee shall be returned to their prior shift when it becomes available.

Employees on long term union leave may, at the employee's discretion, retain their insurances by paying the full cost of the insurances. Each employee has an obligation to pay his/her share of the insurance premiums while on leave. These payments are required to be paid on a semi-monthly schedule in accordance with the employer's Pay Dates. It can also be paid monthly or in one lump sum on the onset of the employee's leave.

Employees who return from union leave shall retain their seniority and shall receive any intervening increases in wages or benefits applied as if they had been working.

**Section 5.8 - Union Bulletin Board.** The Employer will provide two (2) bulletin boards which will be used for the purpose of posting proper Union notices. The bulletin boards will be placed conspicuously and at a place readily accessible to the workers in the course of employment (i.e., break room). Official Union notices containing no inflammatory/derogatory comments may be posted.

## **ARTICLE VI - GRIEVANCE AND ARBITRATION**

**Section 6.1 – Grievance Defined with Steps of Procedure.** The Employer agrees to meet with duly accredited officers, staff, worksite leaders and committees of the Union upon grievances pertaining to meaning or application of the Agreement, in accordance with the procedure provided below. A grievance, subject to the following procedure, shall include any and all disciplinary actions taken by the Employer, and all questions and disputes involving contract interpretations and any and all questions and disputes involving conditions of employment.

**Step 1.** The Union shall, within ten (10) working days of the event which is the source of the grievance, set forth the grievance in writing, date it, sign it, and present it to the Department Head or his/her designee. The Department Head will provide for a

meeting of representatives of the Union, including Union Staff Representative and the Employer for negotiation purposes within seven (7) working days of receipt of the Step 1 grievance. The Employer shall provide written disposition to the Union within seven (7) working days of the meeting. Saturdays, Sundays, and holidays shall not be considered working days for the purposes of this Article.

**Step 2.** If the grievance is not resolved at Step 1, the grievance must be presented in writing, to the Center Executive Director or his/her designee within seven (7) working days of the Union receiving the Step 1 answer. The Center Executive Director may provide for a meeting of representatives of the Union, including Union Staff Representative and the Employer for negotiation purposes within seven (7) working days of receipt of the Step 2 grievance. The Center Executive Director or his/her designee will provide written disposition within seven (7) working days of receipt of the grievance or, if a meeting is held, of the meeting.

**Step 3.** If the grievance is not resolved in Step 2, and the Union desires to mediate the grievance, the Union shall submit in writing to the Director of Labor and Employment or the Executive Director within seven (7) working days of receiving the Step 2 answer a request that the parties engage in mediation. The Employer shall notify the Union within seven (7) working days of receiving the request whether or not it consents to mediation. If the parties agree to mediation, it shall occur with the Federal Mediation & Conciliation Services (“FMCS”). The parties shall submit their request for mediation in writing to FMCS within seven (7) working days of agreeing to mediation and mediation shall occur within thirty (30) calendar days of the parties agreeing to mediation.

If the grievance is not resolved under Step 2, or if mediation is agreed to under Step 3, the Union must notify the Employer in writing of its intent to arbitrate the matter within the later of twenty (20) working days after it receives notice of the Employer’s Step 2 decision if no request for mediation is made, the failure of the Employer to agree to engage in mediation pursuant to Step 3 above, or the conclusion of mediation pursuant to Step 3 above. The Union must file with FMCS a written request for arbitration within the later of twenty (20) working days after it receives notice of the Employer’s Step 2 decision if no request for mediation is made, the failure of the Employer to agree to engage in mediation pursuant to Step 3 above, or the conclusion of mediation pursuant to Step 3 above.

At the time the Union requests arbitration with FMCS it shall request that FMCS provide a list of seven (7) impartial arbitrators. The Employer and the Union shall then alternatively strike one (1) arbitrator each on the slate, with the party filing the grievance exercising the first strike. The parties will either meet in person or by phone within ten (10) working days of receiving the list of arbitrators to exercise their strikes. The remaining arbitrator shall then be informed of his/her appointment as Arbitrator.

**Section 6.2 – Arbitration Costs.** The cost of the arbitration, which shall include the location and fees and expenses of the Arbitrator, the court reporter and the transcript, shall be shared equally by the Employer and the Union. Each party shall pay any fees of its own representatives and witnesses.



**Section 6.3 – Binding Arbitration.** The decision of the arbitrator shall be final and binding on both parties. The arbitrator has no authority to add to, subtract from, modify, or ignore any provision of this Agreement.

**Section 6.4 – Employer Representatives.** The Employer shall notify the Union, in writing, of the names of the Administrator or his/her designee, to whom grievances are to be directed, pursuant to the steps outlined in this Article. The Union has no obligation to deal with any representative of the Employer not identified on this list.

**Section 6.5 – Time Limits.** The time limits specified in this Article are intended to be maximum time limits and are to be construed as being binding on the Union, employee(s) and the Employer. Time limits specified in this Article may be extended through mutual agreement between the parties. Saturdays, Sundays and holidays shall not be construed as working days for the purpose of this Article.

**Section 6.6 – Resident Testimony.** In cases alleging resident abuse or resident neglect, the arbitrator will draw no inference of any kind whatsoever from the failure or inability of a resident to appear and testify.

**Section 6.7 – Abuse or Neglect Cases.** In cases of discipline or discharge proving resident abuse or resident neglect, the arbitrator's determination shall be limited solely to ascertaining whether or not the employee was, in fact, guilty of the acts with which charged by the Employer. The arbitrator, finding such guilt to exist, shall not have the authority to substitute his judgment for that of management as to the penalty imposed.

## **ARTICLE VII – LABOR-MANAGEMENT COOPERATION**

**Section 7.1 – Union Staff and Human Resources Meetings.** A Duly authorized Union representative, as outlined in Article V, Section 5.1 of this Agreement, shall meet with representatives of the Employer for the purpose of determining the maintenance of wages and working conditions hereunder provided as required.

**Section 7.2 – Facility Labor-Management Committee.** The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of the Union Staff representative, and three (3) bargaining unit employees and four (4) members of management.

The committee will meet at least quarterly, or as often as needed by request of either the Employer or the Union, to discuss issues, concerns, suggestions and ideas related to the facility, the workers and the residents and to promote better understanding between the Union, the Employer and the residents. This committee will also advise facility management on recruitment and retention issues.

Work site leaders who attend the committee meetings while on duty shall be paid. It is anticipated that the meeting will ordinarily be limited to no more than one (1) hour unless both parties mutually agree to extend it.

This Committee will have no authority to modify or interpret the collective bargaining agreement.

**Section 7.3 – Agenda Submissions and Actions Taken.** Each party may submit issues of concern one (1) week prior to the meeting.

After discussion of the items, the Administrator will communicate to the Union Staff Representative and work site leaders any agreed upon actions deemed appropriate as a result of the meeting within five (5) working days. Minutes of the meetings will be posted within the facility which will include actions to be taken as a result of the meeting.

## **ARTICLE VIII – EMPLOYEE CLASSIFICATION STATUS**

**Section 8.1 – Regular Full-time Employee.** A regular full-time employee is one who is scheduled to work a minimum of thirty (30) or more hours a week.

Any part-time employee who works an average of greater than thirty (30) hours per week over two (2) consecutive pay periods will be automatically reclassified to full-time status.

**Section 8.2 – Regular Part-time Employee.** A regular part-time employee is one who is regularly scheduled to work a minimum of seven and one-half (7½) or more hours but less than thirty (30) hours a week. A regular part-time employee who is regularly scheduled to work less than fifteen (15) hours a week shall not be eligible for benefits.

**Section 8.3 – Casual, On-call, PRN or Per Diem Employee.** A casual, on-call or per diem employee is one with no regular schedule, but who works intermittently as required and depending on the availability of work. Casual, on-call or per diem employees (or employees scheduled less than seven and one-half hours per week) are not subject to this Agreement.

**Section 8.4 – Temporary Employee.** A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not subject to this Agreement.

**Section 8.5 – Changing Classification Status.** A requested change in classification status must be made in writing to the employee's supervisor with a two (2) week notice of the request.

## **ARTICLE IX – INTRODUCTORY PERIOD**

**Section 9.1 – Introductory Period & Seniority.** Employees will be hired on an Introductory basis. This Introductory period will be sixty (60) calendar days in length, and the employee may be discharged for any cause, without recourse, during this period. Where the new employee, the Facility, and the Union may benefit from an additional thirty (30) days of Introductory, such additional thirty (30) days may be granted by mutual agreement of the Employer and the Union. Seniority shall not accrue to workers during their Introductory period. However, upon successful completion of the Introductory period, all workers shall have their seniority revert back to the date of hire.

The Union will be notified in writing of those instances where an employee's Introductory period has been extended.

**Section 9.2 – Termination During Introductory Period.** Introductory employees may be terminated during their Introductory period at the discretion of the Employer without recourse to the Grievance and Arbitration Procedure.

**Section 9.3 – Union Dues during Introductory Period.** Employees hired on an Introductory basis may become members of the Union, and on the thirty-first (31<sup>st</sup>) day dues and initiation fees shall be deducted in equal amounts from both paychecks each month upon signed authorization thereof.

## ARTICLE X - SENIORITY

**Section 10.1 – Seniority Defined.** Except as provided in Section 10.5 below, seniority shall be computed from the most recent hiring date and shall be defined as the length of time an employee has been regularly employed by the Employer as a full-time or part-time employee including authorized leave of absence or other unpaid absence.

In the event of two (2) or more employees with the same seniority date, the employee with the highest social security number shall have the highest seniority. The employee with the lowest social security number shall have the lowest seniority.

**Section 10.2 – Seniority Ceases.** Seniority and all other accrued rights shall cease upon: (a) discharge for just cause, (b) resignation, (c) second absence from work without notification and subsequent dismissal (first absence from work without notification will result in a discharge warning discipline), (d) continuous layoff for six (6) months, or, if after being laid off, and employee does not return to work within five (5) days after written notification to do so by certified mail to the last address provided by the employee.

**Section 10.3 - Accepting Positions Outside of Bargaining Unit.** In the event a worker covered by this Agreement is offered and accepts a position outside the bargaining unit, such worker shall lose all of their seniority rights under this Agreement.

**Section 10.4 – Transfers to Another Employer Facility.** An employee in good standing may request a transfer to another of the employer's facilities honoring a labor agreement with the union after six (6) months of continuous employment in the facility. Any employee exceeding more than one (1) written warning in the past twelve (12) months or has had five (5) or more absences in the past ninety (90) calendar days will not be considered for transfer. The request should be in writing and submitted to the employee's supervisor. The granting of or denial of all transfer requests is at the sole discretion of the facility and transfers shall not take place with less than a thirty (30 day) notice.

The employee transferring will retain their seniority with the Employer for the purpose of benefits. Upon acceptance at the receiving facility, the employee will be placed in the step in the benefits program in effect at the receiving facility, based upon the employee's seniority at their former facility.

In the event of layoffs or rehiring, job postings, holidays and in choice of vacations at the receiving facility, the employee's seniority, for these purposes only, shall be the date of starting at the receiving facility. This provision will not take effect if it is contrary to any existing labor management agreements in effect at the receiving facility if the employee was not a Union member at the transferring facility.

It is understood, however, that even though an employee may transfer to a facility covered by a different collective bargaining agreement, nothing in this section shall be construed as merging in any way the different bargaining units currently representing employees. The Union agrees to never introduce this section into any NLRB proceedings concerning any unit determination or unit clarification in any form whatsoever.

**Section 10.5 – Former Bargaining Unit Employee Return to Work Seniority.** Any former bargaining unit employee, who returns to work in a bargaining unit position within sixty (60) days of voluntarily terminating their employment or transferring to a non-bargaining unit

position at the Employer shall retain their seniority, minus the time of separation or time spent in a non-bargaining unit position. Such an employee shall have their wages and benefits reinstated to their last known rate of pay and benefits and receive any intervening increases in wages.

**Section 10.6 - Maintaining a Seniority List.** The Employer shall, on a monthly basis, furnish the Work Site Leader with a bargaining unit list giving each employee's name, address, phone number, job classification and date of hire. The Work Site Leader will inform the Employer of any known changes in employee address and phone numbers.

**Section 10.7 – Employees Transferring from Wisconsin Rapids Care Center/Atrium.** Employees who transferred from Wisconsin Rapids Care Center/Atrium on December 1, 2019 shall retain their prior facility seniority date and years of service date.

#### **ARTICLE XI – JOB POSTING AND JOB AWARD**

Job openings covered by this Agreement will be posted on the bulletin board for a period of five (5) calendar days. The Employer may also post the position on the career site. The posting shall include the job title, classification, shift, and the number of hours per week or two (2) week period. Non-Introductory employees shall be permitted to bid on job openings where they are qualified. The most senior qualified employee applying for the position shall be awarded the position.

#### **ARTICLE XII – PAY DATES AND PAYROLL ERRORS**

**Section 12.1 – Pay Dates.** Payment of wages due shall be made twice a month on the appropriate payday following the end of the pay period. If the payday falls on a standard federal holiday, paychecks will be issued on the business day following the federal holiday.

**Section 12.2 – Payroll Errors.** Any payroll error of twenty-five or more dollars (\$25.00) as a result of the employer's error shall be corrected by the Employer within three (3) working days from date of notification of error if the employee has no time card errors or missed punches in the same pay period unless it is due to a system error or by a direction of management. Any payroll error in an employee's paycheck of less than twenty-five dollars (\$25.00) will be included with the next regular check.

#### **ARTICLE XIII – MEAL AND REST PERIODS**

**Section 13.1 – Meal Periods.** Employees shall be allowed one-half (1/2) hour without pay for meals during any work period of six (6) or more hours in one (1) day. Employees working fifteen (15) or more hours shall be allowed a second one-half (1/2) hour meal period without pay. Except for emergencies or circumstances outside the Employer's control, employee meal periods will not be interrupted. Lunch may be taken off premises. The time for scheduled mealtime shall be determined by the Employer as the needs of adequate service allow. No extra time off will be given to an employee not utilizing his/her assigned lunchtime. Employees must punch in and out for scheduled lunch break.

**Section 13.2 – Rest Periods/Breaks.** Employees shall be granted one (1) rest period of fifteen (15) minutes during the first four (4) hours scheduled to work and an additional rest period of fifteen (15) minutes when the employee is scheduled to work a shift of seven (7) or more hours without deduction in pay but not during the last half-hour of any shift. An employee working eleven (11) or more consecutive hours will be granted an additional rest period of fifteen (15) minutes without deduction in pay. An employee working fifteen (15) or more consecutive hours

will be granted an additional rest period of fifteen (15) minutes without deduction in pay. The Employer agrees to not schedule employees in a manner intended to circumvent employee breaks.

**Section 13.3 - Consecutive Rest Periods.** Rest periods may be taken consecutively at the discretion of the Employer in situations where they will not cause disruption of the normal activity of the nursing home. An employee may not leave facility premises during authorized rest periods, unless prior approval has been given by his/her immediate supervisor.

#### **ARTICLE XIV - DISCIPLINE**

**Section 14.1 – Just Cause for Discipline.** The Employer will have the right to discharge, suspend or discipline any employee for just cause.

**Section 14.2 – Progressive Discipline.** Disciplinary action shall be administered as progressive discipline. Prior to disciplining an employee, the Employer shall meet with the employee in a documented pre-disciplinary counseling to discuss the Employer's concerns. In the event that disciplinary action is determined to be necessary, discipline shall be administered in the following order:

Step 1: Verbal Warning;

Step 2: Written Warning;

Step 3: Final Written Warning with possible suspension with or without pay

Step 4: Termination

Certain actions by the severity of their nature will require immediate progression to more severe discipline including suspension or termination.

After a period of twelve (12) months, each disciplinary action shall be removed from consideration for progressive discipline, shall not be used for further disciplinary action and shall not be used in any Arbitration proceeding. Documents will remain in the Employee Personnel Record as a part of the legal employment record.

**Section 14.3 – Right to Union Representation.** The Employer shall offer any bargaining unit employee the right to Union representation before any discipline or questions leading to discipline are presented. Union representation is defined as a designated Work Site Leader or Union staff.

**Section 14.4 – Time Limits for Disciplinary Action.** The Employer shall discipline within three (3) work days of the event giving rise to the discipline or within three (3) work days of notice of such event, whichever shall occur later. The time limits specified shall be deemed exclusive of Saturday, Sunday, holidays and the employee's scheduled days off. These time limits may be waived upon request. Such request shall not be unreasonably denied.

**Section 14.5 – Disciplinary Actions to Union.** If any disciplinary action is taken against an employee, the Union will receive copies of the disciplinary action via facsimile or email within two (2) work days of the issuance of the disciplinary action. Upon request, a Worksite Leader shall be provided use of the Employer's facsimile machine for the purpose of forwarding said disciplinary actions to the Union. Such request shall not be unreasonably denied.

**Section 14.6 – Attendance.** Employees are required to be at their workstations ready to work at the time their shift begins. Employees are required to “clock in” and “clock out” on each shift.

**1) Tardy Defined:**

- (a) If an employee is going to be late for work, the employee must notify their supervisor as soon as practicable;
- (b) An employee is considered tardy if the employee punches in after seven (7) minutes from the scheduled start time of the employee’s scheduled shift or if the employee leaves earlier than seven (7) minutes before the employee’s scheduled shift end time;
- (c) When an employee misses less than one half (1/2) of his/her shift due to illness, emergency or weather, it will not be counted as an absence but will be counted as a tardy;
- (d) Three (3) tardies in one pay period will equal one (1) absence;

**2) Absence Defined:**

- (a) If an employee is going to be absent for their shift, the employee must notify their supervisor at least two (2) hours before the start of their shift, except for the day shift who must notify their supervisor at least one (1) hour before the start of their shift;
- (b) When an employee misses one-half (1/2) or more of their shift, it will be counted as an absence;
- (c) For Introductory employees, two (2) absences will result in a written warning and four (4) absences will result in termination;
- (d) Absences lasting for more than one (1) scheduled work day consecutively for the same reason shall count as one (1) absence;
- (e) Three (3) missed punch forms in one (1) pay period will equal one (1) absence;
- (f) Absences requiring employees to be off work due to certain symptoms or illnesses as described in state and/or federal guidelines shall not be counted for purposes of disciplinary action;
- (g) After three days of illness, the employee may be requested to provide written proof of illness from a physician or other practitioner, and shall provide such proof of illness thereafter as the Facility may require;
- (h) Employees prevented from reporting to work on time due to emergency weather conditions will not be considered to be tardy if they telephone the facility and report their inability to come to work on time.

**3) Absence Without Notification.** Any employee who is absent from work for a period of two (2) scheduled workdays without notice shall be deemed an automatic quit, unless there are extenuating circumstances which will be evaluated on a case by case basis.

Progressive Discipline shall be utilized for attendance disciplines as defined below:

- Two (2) absences within one (1) calendar month will result in a verbal warning;
- Five (5) absences within three (3) calendar months will result in a written warning;
- Seven (7) absences within six (6) calendar months will result in a final written warning;
- Eight (8) absences within twelve (12) calendar months will result in termination.

## ARTICLE XV – RESIGNATION AND TERMINATION

**Section 15.1 – Resignation.** Employees who have completed their Introductory period and resign with proper notice will be paid their accrued and unused Paid Time Off. Proper notice equals fourteen (14) calendar days. Employees who have completed their Introductory period but are involuntarily terminated with just cause shall not receive earned Paid Time Off as part of their final pay.

**Section 15.2 – Employee Death.** In the event an employee dies, said payment will be paid to the employee's estate.

## ARTICLE XVI – SCHEDULING, ADDITIONAL HOURS & OVERTIME

**Section 16.1 – Workday and Workweek Defined.** The work week starts at 12:00 am on Sunday and ends at 11:59 pm on Saturday. The normal work week for employees is forty (40) hours per week and eight (8) hours per work day.

**Section 16.2 – Consistent Individual Schedules.** Individual schedules (days on and off) shall remain consistent from month to month for all departments unless notified seven (7) days in advance of the posting of the schedule of a temporary change in schedule.

**Section 16.3 - Consecutive Work Days.** No Employees will work more than five (5) consecutive days, unless the Employee agrees.

**Section 16.4 – Schedule Posting Timeline.** Schedules shall be posted at least two (2) weeks in advance for all departments.

**Section 16.5 - Posted Schedule Changes.** After the schedules have been posted, no changes therein shall be made without at least twenty-four (24) hours verbal notice to the affected employee of the intended change. This change must be mutually agreed between the Employer and employee.

**Section 16.6 - Shift Start and End Times.** Starting and ending times of work shifts will not be permanently changed without two (2) weeks' notice to the Union.

**Section 16.7 - Scheduling of Weekends.** Employees will be scheduled a minimum of every other weekend off unless the employee voluntarily agrees to work more weekends.

The weekend begins with the day shift on Saturday and ends at the beginning of the day shift on Monday.

Granting of weekends off will be based on the scheduling needs of the Employer and will not be unreasonably denied. Pay for such weekend is based on the availability of Paid Time Off (PTO).

**Section 16.8 - Making Up for Weekend Call-Ins.** Missed weekends (call-ins) will be made up within thirty (30) days of the missed weekend and will be scheduled at a mutually agreed upon time. The employee will not be required to make up the first missed weekend day (weekend if for medical condition).

In the case of holiday weekends, the make-up weekend will be scheduled at the discretion of the Employer.

If an employee calls off due to a family or weather emergency on a weekend the employee is scheduled to work, such employee will be required to make up the weekend.

If an employee calls out 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.

**Section 16.9 - Requesting Days Off & Time Off.** The Employer will allow Paid Time Off for at least one (1) employee per job title per shift, except during the period from December 15 through January 15, provided the employee has submitted their request pursuant to this Article. For Paid Time Off requests for the period from December 15 through January 15, the Employer may grant requests if staffing permits.

Requests for Paid Time Off submitted by November 1 of the calendar year preceding the applicable calendar year will be granted based on seniority. Otherwise, requests for days off, leaves of absence, holidays, personal days and paid time off shall be made at least three (3) weeks before the first day of the requested leave, except in cases where such prior notice is not possible. The Employer will respond in writing (may be electronic) to said request within one (1) week of the date of receipt of the request, or the request will be considered to have been granted. Such requests for days off or time off shall not be unreasonably denied.

Any requested time off will be granted on the basis of seniority where conflicts arise.

Paid Time Off may be taken in two (2) or more hour increments.

Paid Time Off may be requested in weekly blocks. Employees shall not be called in to work nor required to make up any shifts during their block.

For employees with at least one (1) year of service, Paid Time Off shall, at the request of the employee, be scheduled off one (1) of an employee's regular weekends to work.

For Employees with ten (10) or more years of service as of December 1, 2019, Paid Time Off shall, at the request of the employee, be scheduled off two (2) of the employee's regular weekends to work.

Employees will not be allowed to request off the weekend after Thanksgiving nor the last two (2) weekends in December and the first weekend in January.

**Section 16.10 – Overtime Pay and Additional Hours Assigned.** Unfilled open shifts and hours shall be posted with sign-up sheet (may be electronic) for seven (7) calendar days on the bulletin board (may be electronic) at the same time as the schedule is posted. Employees who sign up during the posting period shall be awarded unfilled open shifts and hours by seniority. Awarded shifts and hours will be clearly marked on the sign-up sheet (may be electronic). In addition, employees will be informed in writing (may be electronic) of the shifts and hours awarded to the employee. After the posting period shifts and hours are awarded, remaining unfilled open shifts and hours shall remain posted and will be awarded on a first-come, first-serve basis.

Time and one-half (1½) will be paid for all work in excess of forty (40) hours per work week.

**Section 16.11 - Reduction of Hours to Avoid Overtime.** No employee shall be required to reduce scheduled hours to avoid payment of overtime except in the case of temporary reduction of hours due to decline of census, or if agreed to by both parties.

**Section 16.12 - Swapping & Giving Up Shifts.** Requests for swapping days or hours will be submitted in writing (may be electronic) to the appropriate supervisor for approval at least three (3) workdays prior to the intended change. Where swapping of days or hours is approved in



writing (may be electronic), those changes must occur in the same pay period. No swaps will be approved which would require the payment of overtime unless previously approved by the Employer in writing (may be electronic). Such requests shall not be unreasonably denied. The Employer must respond in writing (may be electronic) within one (1) work day after receiving such request.

**Section 16.13 - Working on Days Off.** All employees who are asked to work on their days off or any additional shifts shall be guaranteed a minimum of four (4) hours work or pay. This does not apply to any employee asked to stay after a shift less than two (2) hours.

**Section 16.14 - Staffing.** The Employer shall attempt to maintain staffing ratios that provide for equal distribution of work and reasonable workloads based upon resident needs and the current occupancy rate.

**Section 16.15 – Additional Hours.** Employees shall be offered, by seniority, additional hours of work before pool agencies are scheduled.

**Section 16.16 – Time Lost for Job Injury.** Employees, who are hurt on the job such that the employee cannot continue their shift, shall be paid by the Employer for the time lost for the balance of the scheduled shift on the day of the accident. Such injuries shall be those that require care beyond first aid. The hours paid for such missed shift hours shall not be counted toward overtime calculations and shall not be used for PTO accrual. In the event that the injury was caused by the negligent action of the employee or there is an issuance of disciplinary action with just cause related to the event, the employee shall not be eligible for pay related to such missed shift hours.

## **ARTICLE XVII – HOLIDAYS**

**Section 17.1 - Holiday Scheduling.** The Employer recognizes the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Full Time employees shall be entitled to one (1) floating holiday every calendar year. A Floating Holiday is defined as a paid day off from work that is granted by the employer in addition to the paid holidays observed during a calendar year, and is taken on a day chosen by the employee. It is available to full time employees for personal business, religious observance, and an extension of bereavement time or vacation time. The employee must request the day in advance similar to PTO, it must be approved by a supervisor and the employee must have successfully completed their introductory period. Such unused float holiday will have no cash out value upon voluntary or involuntary termination and cannot be carried over to the next calendar year.

Introductory employees will not be granted holiday pay.

Employees scheduled to work may have the option of being scheduled for an alternate day off with pay in lieu thereof, within the same pay period.

**Section 17.2 – Personal Days.** Full-Time employees with five (5) years of continuous service will receive two (2) personal days per calendar year. One (1) personal day will be granted every six (6) months if the employee does not have more than two (2) unscheduled absences in the preceding six (6) month period.

Full-Time employees with ten (10) years of continuous service will receive five (5) personal days per calendar year. Two and a half (2.5) personal days will be granted every six (6) months if

the employee does not have more than two (2) unscheduled absences in the preceding six (6) month period.

Personal days must be taken as a whole or in half day increments and scheduled through the employee's supervisor consistent with PTO requests. Personal days will not be unreasonably denied.

Personal days will not rollover annually, and may be taken at any time during the twelve (12) months after the day is granted, with the approval of the Employer.

**Section 17.3 - Holiday Pay for Full-Time Employees.** The compensation for full-time employees shall be their normal hourly rate for the number of hours worked and an additional eight (8) hours of holiday pay on any of said holidays if they are required to work. The compensation for full-time employees not required to work on any of the holidays mentioned in Section 1 shall be at the rate of eight (8) hours of holiday pay.

**Section 17.4 - Holiday Pay for Part-Time Employees.** Regular part-time employees working the holiday shall receive their normal hourly rate for the hours worked up to an additional eight (eight) hours of holiday pay.

**Section 17.5 – Night Shift Holiday.** Night shift employees' holiday shall start on the eve of the holiday and end at the start of the night shift on the day of the holiday.

**Section 17.6 – Holiday Pay Qualifications.** An employee must work his scheduled shift prior to and after the holiday to qualify for holiday pay, unless he/she has an excusable absence.

**Section 17.7 - Working Every Other Holiday.** Employees shall be scheduled to work no more than every other holiday, unless an alternative A/B scheduling system is agreed upon by the Employer and the Union for the facility.

**Section 17.8 - Employee Holiday Dinners.** The Employer shall provide Easter, Thanksgiving and Christmas meal to employees working the holiday.

**Section 17.9 - Scheduling Holidays to Work.** Employees shall be scheduled to work holidays on either the "A" holiday schedule or the "B" holiday schedule. The "A" holiday schedule includes: New Year's Day, Memorial Day, Labor Day and Christmas Day. The "B" holiday schedule includes: Fourth of July and Thanksgiving.

The A & B schedules will rotate from year to year so no employee is required to work the same holiday two years in a row.

Employees will be assigned upon hire and will continue either the "A" holiday schedule or the "B" holiday schedule that the employee is assigned to upon hire through the end of such calendar year and rotate yearly thereafter beginning on January 1 of each year.

Employees may swap/switch holidays and give away holidays per Section 16.12 of this agreement.

## **ARTICLE XVIII - BEREAVEMENT LEAVE**

**Section 18.1 – Paid Bereavement Leave.** 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.

**Section 18.2 – Family Member Defined.** For purposes of bereavement leave, a family member is defined as: spouse, domestic partner, parent, child, grandparent, grandchild, brother, sister and all equivalent in-law, step, foster and domestic partner relationships.

Individuals who can establish a domestic partnership based on the definition contained in Wis. Stat. §40.02 (21d) as of September 23, 2017, shall be considered a domestic partner for the purposes of bereavement leave and will submit to the Employer the affidavit registered with the State.

**Section 18.3 – Requests for Bereavement Leave.** Requests for bereavement leave should be made to the employee’s supervisor and/or the Executive Director as soon as possible.

**Section 18.4 - Bereavement for Aunts/Uncles.** One (1) day of paid bereavement leave will be granted for the purpose of attending the funeral, celebration of life service, memorial service or any other similar service of an aunt or uncle.

**Section 18.5 - Bereavement for Ex-Spouse.** A paid bereavement leave not to exceed one (1) day shall be granted to the employee for the purpose of attending the funeral, celebration of life service, memorial service or any other similar service of the employee’s ex-spouse or ex-domestic partner in cases where there are minor children.

**Section 18.6 - Unpaid Bereavement Leave.** In addition to the paid days above, an employee may be granted an unpaid leave, not to exceed three (3) days, for a death of friends and family members not listed above. An additional two (2) days unpaid leave will be granted for funerals, celebration of life services, memorial services or any other similar services requiring travel greater than 250 miles one way.

#### ARTICLE XIX - JURY DUTY

**Section 19.1 - Pay While Performing Jury Duty.** Employees who are called for jury service, shall receive the difference in pay for the scheduled time lost and the amount received as jury duty pay, but in no case shall total pay exceed forty (40) hours of pay at the employee’s straight time hourly rate per week. 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.

**Section 19.2 - Scheduled Work During Jury Duty.** Second and third shift employees, regardless of the fact that they may not lose scheduled time, shall not be required to report to work on any day in which they do jury service. However, to be eligible for jury duty pay, they must report to work if they have served less than four (4) hours. They shall receive the difference in pay for actual time spent on jury duty.

**Section 19.3 - Release from Jury Duty.** Upon release from jury service, the employee shall report to work the next regularly scheduled weekday.

#### ARTICLE XX – PAID TIME OFF (PTO)

**Section 20.1 - Eligibility for PTO.** All actively employed, regular employees (as set forth in Article VIII) are eligible for Paid Time Off benefits. Temporary and Casual employees are not eligible.

**Section 20.2 – Usage of PTO.** PTO may be utilized by the employee for vacation, sick, rest, relaxation, family needs and to take care of other personal responsibilities.

**Section 20.3 - PTO Calculation.** Paid Time Off hours are calculated based on the length of continuous service and accrued based on the number of hours actually paid in each pay period.

**Section 20.4 – Cashout of PTO.** Employees may cash out two (2 times) annually accrued and unused PTO in lieu of taking the time off. Employees requesting such cash out must have a residual of at least twenty (20) hours in their PTO bank. Employees requesting a cash out of PTO shall request such cash out at least thirty (30) calendar days before the start of the pay period for which cash out is being requested. Cash out of PTO may occur only twice annually on the last pay period of March and the last pay period of October. Employees may cash out up to sixty (60) hours annually.

**Section 20.5 – Carryover of PTO.** Employees may carryover up to two hundred (200) hours accrued and unused PTO from year to year.

**Section 20.6 - Holidays and Vacations.** When a holiday falls during an employee’s PTO, the employee shall take holiday pay and shall receive a different day of PTO to be taken during the calendar year.

**Section 20.8 – Seniority Prevails.** Seniority shall be the prevailing factor in granting PTO.

**Section 20.9 – Pay Upon Termination.** Employees who have completed their Introductory period and resign with proper notice will be paid their accrued Paid Time Off. Proper notice equals fourteen (14) calendar days. Employees who have completed their Introductory period but are involuntarily terminated with just cause shall not receive earned Paid Time Off as part of their final pay.

**Section 20.10 – PTO Accrual.** PTO shall be accrued based on years of service at the following applicable rates per paid hour.

<b><u>Years of Service</u></b>	<b><u>Hourly Accrual Rate</u></b>
0-1	.0385 (up to 80 hours)
2-4	.0577 (up to 120 hours)
5-9	.0769 (up to 160 hours)
10 or more	.0962 (up to 200 hours)

## **ARTICLE XXI - LEAVES OF ABSENCE**

**Section 21.1 - Qualifying Reasons for a Leave of Absence.** To balance the demands of high quality service and the needs of employees and their families, the Employer provides leaves of absence of eligible employees for the following reasons:

1. Employee Medical - for the employee’s own serious health condition, if the condition renders the employee unable to perform his/her essential job functions. This includes pregnancy.
2. Family Medical - to care for the serious health condition of the employee’s spouse, child, or parent (not including in-laws).
3. Parenting - to care for a new son or daughter, including by birth or by adoption or foster care placement.
4. Other - other compelling personal reasons or as required by law.

If any of these reasons require an employee to be absent for more than three (3) calendar days, the employee may be considered to be on a leave of absence if all the provisions of this contract are followed. This contract is also intended to comply with the Family and Medical Leave Act of 1993 (FMLA), and/or similar state statutes, such as the Wisconsin Family and Medical Leave Act of 1988 (WFMLA).

**Section 21.2 - Eligibility for a Leave.** Employees who have completed their sixty (60) calendar day Introductory period may request a leave. However, to be eligible for FMLA leave an employee must have worked for the Employer (as of the start date of the requested leave):

1. For at least twelve (12) months, AND
2. For at least 1,250 worked hours during the twelve (12) month period prior to the leave requested.

To be eligible for WFMLA leave an employee must have worked for the Employer (as of the start date of the requested leave):

1. For at least twelve (12) months, AND
2. Worked or been paid for 1,000 hours during the twelve (12) month period prior to the leave requested.

**Section 21.3 - Duration of a Leave.** An employee eligible for FMLA or WFMLA leave is entitled to a total of twelve (12) weeks of leave during a rolling twelve-month period. An employee not eligible for either leave or one whose FMLA leave is exhausted, may be granted leave in four (4) week intervals not to exceed fifty-two (52) weeks, at the discretion of the Employer.

A husband and wife who are both employed by the Employer will be limited to a combined total of twelve (12) weeks of Parenting Leave or a Family Medical Leave leave during any calendar year if the leave is a Parenting Leave or a Family Medical Leave to care for a parent with a serious medical condition.

**Section 21.4 - Benefit Hours During Leave.** A Leave of absence is generally considered an unpaid leave, although some employees may have Paid Time Off they can substitute at their discretion. Eligibility for leave is not dependent on the number of PTO hours an employee has available. If receiving compensation due to time off from an on-the-job injury, the employee will not receive other compensation.

**Section 21.5 - Intermittent or Reduced Schedule Leave.** Under certain circumstances, including chronic conditions, an employee may take an intermittent or reduced schedule leave. For this type of leave, an absence from work for more than three (3) calendar days is not required, however, all other provisions of this contract apply.

**Section 21.6 - Notification for Leave.** Whenever possible, an employee must request leave at least fifteen (15) days before the leave start date. In cases of emergency, the employee must request leave as soon as possible after the employee knows that they need to take leave.

Upon the conclusion of Medical Leave lasting more than five (5) calendar days, the employee must present certification from his/her health care provider that the employee is able to return to work. Unless and until an employee provides this certification, the employee will not be permitted to return to work.

**Section 21.7 - Continuation of Health and/or Dental Coverage During Leave.** The Employer will maintain an employee's health and/or dental coverage during Employee Medical, Family Medical, Parenting, and FMLA leave as if the employee had been continuously employed during these leave periods. An employee who continues health and/or dental coverage must pay their share of the premiums during leave to maintain coverage. The Employer will continue to pay its share of the employee's premium. This premium payment is due to the Employer on the employee's regularly scheduled payday.

If the employee is on a leave other than one listed in the paragraph above, the employee can also continue coverage; however, the employee must pay the entire premium amount, including the Employer's contribution which would be made during active employment.

The continuation of health and/or dental coverage under the conditions described above can last for a period of up to three months. At that time the employee will be eligible to continue under COBRA.

**Section 21.8 - Military Leave of Absence.** The Company will grant military leave in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA).

**Section 21.9 - Right to Job Restoration After Leave.** The Employer shall return the worker to the same job and position that he/she held at the time they went on a leave with no loss in seniority and with any intervening increases in wages or benefits applied as if they had been working. Workers must give the Employer at least ten (10) days written notice of their return to work.

## **ARTICLE XXII - LIFE INSURANCE**

Life Insurance benefits, offered to non-union employees, shall be made available to full-time employees and, if eligible, part-time employees under the same terms and conditions.

## **ARTICLE XXIII - RETIREMENT**

The Employer agrees to provide a 401K plan under exactly the same terms as other Employees not covered by this Agreement.

## **ARTICLE XXIV – HEALTH CARE & OTHER INSURANCE**

**Section 24.1 - Section 125 Plan.** The Employer agrees to allow employees under this Agreement to participate in a Section 125 Plan which allows employees to pay for employee contributions for plans, and other eligible expenses on a pre-tax basis as provided by law.

**Section 24.2 – Medical Insurance Plans.** The Employer agrees to make available its medical insurance plans to eligible full-time employees. If any employee chooses not to enroll in said plans when coverage is first available, they will be required to wait until the next open enrollment period unless otherwise required by law, consistent with the requirements of said plans.

In the event the Employer proposes changes in coverage to the medical plans the Employer shall provide the Union with fourteen (14) days advance notice of said changes. At the request of the Union, the Employer shall meet with the Union and discuss the coverage changes.

Part-time employees are not eligible for medical insurance coverage.

**Section 24.3 - Employer Contributions to Medical Plans.** Employer will make contributions to the employee medical plan at the same rate and percentage in all centers without consideration to union or non-union employees.

**Section 24.4 - Dental and Vision.** Dental and Vision insurance, offered to non-union employees, shall be made available to full-time and part-time employees. The employee is responsible for 100% of the total monthly premium for dental and vision coverage.

**Section 24.5 – Supplemental and Voluntary Benefits.** Supplemental and voluntary benefits, offered to non-union employees, shall be made available to full-time and, if eligible, part-time employees. The employee is responsible for 100% of the total monthly premiums for such benefits.

## **ARTICLE XXV - LAYOFFS AND REDUCTION OF HOURS**

**Section 25.1 - Notification to Union of Layoffs.** In the event of a layoff of employees or a reduction of hours, the Employer shall communicate a complete list of proposed layoffs or hours reductions to the Union and its representatives at the Home and set up a meeting with the Union prior to taking any action.

**Section 25.2 - Seniority and Layoffs.** In the event it becomes necessary to lay off employees or reduce hours, seniority within the affected classification shall be the governing factor with the least senior employees affected.

**Section 25.3 - Restoration of Hours.** The same criteria as in the section above shall be applied in the reverse order to recall and for restoration of hours. If an employee fails to return to work within five (5) days after certified mail written notification of recall, the employee shall lose all their rights.

**Section 25.4 - Notification to Employee of Layoffs.** An employee being considered for layoff shall be given a two-week written notice, if possible. Written notice that an employee has been laid off will be given to the Union. Upon request, employees being laid off shall be paid out vested benefits.

**Section 25.5 - Reduction of Hours for Non-Daily Census Purposes.** In the event it becomes necessary to reduce hours, for reasons other than a temporary shift-to-shift reduction in hours due to daily census fluctuations which shall be governed by Section 25.6 below, it shall be by casual, Introductory, then by reverse seniority within the affected classification. If an employee who is not casual or Introductory volunteers for reduced hours, it shall be on a case-by-case basis and may be permitted. The Employer shall communicate to the Work Site Leader the employees affected and the hours to be reduced prior to the reduction.

**Section 25.6 - 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 as follows:

1. Agency personnel
2. Individuals receiving overtime on that shift by reverse seniority
3. Casuals and other part-time non-bargaining unit employees
4. Volunteer by seniority

5. Pick up shifts by reverse seniority
6. Lowest senior is called off/sent home.

**ARTICLE XXVI - RIGHT TO REVIEW PERSONNEL RECORDS**

Employees shall have the right to review their personnel records upon written request to the Facility business office at least one working day prior to the requested review.

**ARTICLE XXVII - MANDATORY INSERVICES**

**Section 27.1 – Mandatory Inservices Pay.** When the Employer requests that employees attend mandatory in-services, the employee will be paid for actual time spent, at straight time, with a one (1) hour minimum.

**Section 27.2 – Posting of Notices for Inservices.** Notice of mandatory in-services will be posted at least seven (7) working days in advance, except in emergency situations (i. e., regulatory). If the Employer fails to post the notice seven (7) working days in advance, no employee shall be disciplined for not attending the in-service.

**Section 27.3 – Inservice Days and Working Hours.** The Employer will use best efforts to offer in-service training on two (2) days. Employer will schedule in-services during working hours, if possible.

**ARTICLE XXVIII – WAGES AND PREMIUMS**

**Section 28.1: Wages.** Effective upon ratification, new hires may be hired above the minimum rate in the wage scale below with verified relevant experience (for CNAs, computed from date of certification; for all others, computed using relevant prior experience). Effective March 1, 2020, employees shall receive the rate applicable to their years of experience (for CNAs, computed from year of certification; for all others, computed using relevant prior experience plus years of service through December 31, 2020) in accordance with the chart below or a 4% increase in base wage rate, whichever is greater:

<u>Years</u>	<u>C.N.A.</u>	<u>Dietary Aide</u>	<u>Cook</u>	<u>Maintenance &amp; Transportation</u>	<u>Activities Assistants &amp; Other Aides</u>
Start	\$13.50	\$10.50	\$12.00	\$13.00	\$10.50
1	\$13.75	\$10.70	\$12.15	\$13.15	\$10.70
2	\$14.00	\$10.90	\$12.30	\$13.30	\$10.90
3	\$14.25	\$11.10	\$12.45	\$13.45	\$11.10
4	\$14.50	\$11.30	\$12.60	\$13.60	\$11.30
5	\$14.75	\$11.50	\$12.75	\$13.75	\$11.50
6	\$15.00	\$11.70	\$12.90	\$13.90	\$11.70
7	\$15.25	\$11.90	\$13.05	\$14.05	\$11.90



8	\$15.50	\$12.10	\$13.20	\$14.20	\$12.10
9	\$15.75	\$12.30	\$13.35	\$14.35	\$12.30
10	\$16.00	\$12.50	\$13.50	\$14.50	\$12.50
11	\$16.25				
12	\$16.50				
13	\$16.75				
14	\$17.00				
15	\$17.25				

Effective January 1, 2021, employees shall be adjusted to the scale or a 2% increase in base wage rate, whichever is greater.

**Section 28.2 - Med Tech Premium Pay.** All CNAs working as Med Techs/Certified Medication Assistants will be paid one dollar (\$1) per hour above their CNA rate for all hours worked as a Med Tech.

**Section 28.3 - Working Higher Paying Job.** When an employee is assigned to a work a job paying higher rates, the employee shall receive this higher rate for all hours of performance in this higher job. No supervisory work will be assigned.

**Section 28.4 – New Job Classifications.** The Employer shall give the Union written notice of its intention to establish any new job titles within the scope of the bargaining agreement. Upon receipt of said notice, the parties will negotiate the wage rate and, upon reaching an agreement as to the new job title wage rate, the new job title and wage rate will be incorporated into this Agreement and made a part thereof.

**Section 28.5 – Bonuses and Premiums.** The Employer may implement certain bonuses, incentives, or premiums provided, however, such bonuses, incentives, or premiums shall be awarded in a consistent and equitable manner for all employees. Such agreed upon bonuses, incentives or premiums shall have a start and end date and shall be posted as such for that period. Employees who have agreed to pick up hours/shifts prior to the start date of the effective period, but during the effective period, shall be eligible for such bonuses, incentives or premiums. The Employer may terminate said bonuses, incentives, premiums, etc. with timely notice to employees.

## **ARTICLE XXIX - GENERAL PROVISIONS**

**Section 29.1 – Tuberculosis and Other Testing.** Where the state law and/or facility policy require each employee to have a physical examination by a licensed physician prior to commencing employment or annually thereafter, the Employer will pay the entire fee if a physician designated by the facility conducts the examination. A TB skin test is also required prior to employment and a hepatitis series of shots must be offered to direct care employees prior to completing the Introductory period with both at no expense to the employees, and annually

thereafter. In situations where medical evidence dictates against the use of a skin test, a chest x-ray may be substituted at a location chosen by the Employer. The appropriate certification must be completed and signed by the designated physician or medical director before the employee will be allowed to begin work.

**Section 29.2 - Job Description Availability.** The Employer shall have available job descriptions, subject to change, for each classification in the bargaining unit.

**Section 29.3 - Vending Machines.** Vending machines shall be made available for employees.

**Section 29.4 - Gender References.** Any reference to the work “he,” “her,” “his” or “hers” is applicable to both the male and female sex.

**Section 29.5 - Business And Work Days.** Whenever the term “business day(s)” or “work day(s)” is referenced in this agreement, a “business day” or “work day” is defined as a day other than Saturday, Sunday or a holiday recognized by this Agreement. A “calendar day” or other day is any day of the week, Sunday through Saturday.

**Section 29.6 - Reorganization of Staff.** Where any reorganization of staff, introduction of new methods or changes in staff responsibilities are being considered, the Employer agrees that the affected employee or employees will be informed as reasonably early as possible. Notification will be given to the affected employees, the Union and the Employer prior to implementation of these changes.

**Section 29.7 – Employer Provided Gait Belts.** The Employer shall furnish, at no cost to the employees, gait belts and replacements for same when they are worn out as a result of normal wear and tear. If the employee needs a replacement gait belt due to loss, theft or damage caused by the employee, the employee will be responsible for the cost to replace the gait belt.

### **ARTICLE XXX - MANAGEMENT RIGHTS**

The Employer has the sole and exclusive right to: manage the facility; direct, control and schedule its operation and work force; select and determine the number of employees to be employed; establish, change, combine or abolish job classifications and qualifications for such job classifications; hire, promote, demote, layoff, assign, or transfer employees; suspend, discharge or discipline employees for just cause; establish, increase, or decrease the number of work shifts; train employees; select supervisory employees; determine the location and type of operations; determine the methods, procedures, materials and operations to be utilized; transfer or relocate any or all of the operations; discontinue any department or branch; install, replace or remove equipment; and promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during work hours.

### **ARTICLE XXXI - NO STRIKE NO LOCKOUT**

During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in a strike, slowdown, walkout, sit-down, stoppage of work, retarding of work or boycott, coordinating of sick-out, which interfere, directly or indirectly, with the Employer’s operations at this center.

The Employer agrees that there shall be no lockout at this Center during the life of this Agreement.

The Union reserves the right to informational picket, with proper statutory notice, the Employer's place of business at any time during the life of this Agreement, and the Union agrees not to picket on the Company's property.

Should any strike, slowdown, walkout, sit-down, stoppage of work, that the Union has not sanctioned, the Union shall:

- A. Advise the Employer in writing that such action has not been sanctioned by the Union and;
- B. Post a notice on the Union bulletin board requesting employees to cease such action and return to work.

The Union's actions detailed above, and the performance thereof, shall relieve the Union of liability for any damages suffered by the Employer as a result of the violation of this Article of the collective bargaining agreement.

#### **ARTICLE XXXII – 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, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

#### **ARTICLE XXXIII - OWNERSHIP TRANSITION**

In the event of a sale, transfer or assignment of the Employer's interest in the facility to a disinterested third party, the Employer will notify the Union as soon as practicable of the name of the entity to which such sale, transfer or assignment was made, the address of such entity and the name and telephone number of the contact person for the entity

#### **ARTICLE XXXIV – ENTIRE AGREEMENT**

This Agreement reached as the result of collective bargaining represents the full and complete agreement between the parties and supersedes all previous agreements between the parties.

It is agreed that the Employer and the employees in the described bargaining unit will not be permitted to enter into any permanent individual agreement or contracts, either individually or collectively.


**ARTICLE XXXV – TERM OF AGREEMENT**

The Employer and the Union agree that the provisions of this Agreement shall be in effect from March 1, 2020 through December 31, 2021, unless otherwise specified herein. This contract shall renew itself automatically on its expiration date, for a one (1) year term annually thereafter on the anniversary date, provided that neither party serves notice to the other that a new Agreement and contract are desired. The time for such notification shall be not later than ninety (90) days prior to the initial date of expiration or succeeding anniversary date thereof.

This Agreement is executed effective on the 4th day of March, 2020, by the undersigned on behalf of the respective parties:

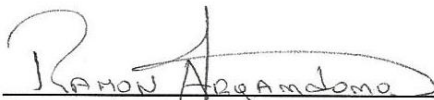
**FOR THE EMPLOYER**


**NSH WISCONSIN RAPIDS LLC**


  
\_\_\_\_\_  
**Troy Oestreich**  
**Director of Human Resources -**  
**Northern Division**


**FOR THE UNION**

**SEIU HEALTHCARE WISCONSIN**

  
\_\_\_\_\_  
**Ramon Argandoña**  
**President**

  
\_\_\_\_\_  
**Bonita M. Strauss**  
**Project Director Emeritus**

  
\_\_\_\_\_  
**Erin Karsten**  
**Staff Representative/Organizer**

  
\_\_\_\_\_  
**Brigitte Rivest, CNA Team Member**

  
\_\_\_\_\_  
**Sue Grube, CNA Team Member**