

Collective Bargaining Agreement

between

SEIU HEALTHCARE WISCONSIN

and

OAKWOOD LUTHERAN HOMES

March 1, 2019 through February 28, 2021

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AGREEMENT

This Agreement is made and entered into this 1st day of March, 2019, by and between Oakwood Lutheran Homes Association, Inc., (“Oakwood” or “Employer”) and SEIU Healthcare Wisconsin (“Union”).

WITNESSETH:

WHEREAS it is the intent and purpose of Oakwood and the Union to promote orderly and peaceful relations between them, to keep open communications, to achieve uninterrupted operations of the facility, to provide a procedure for the prompt and equitable adjustment of grievances arising hereunder and to achieve the highest level of Staff member performance consistent with safety, good health, sustained effort and quality resident care.

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

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive representative for collective bargaining, with respect to wages, hours and working conditions, of the Staff members in the Bargaining Unit.

ARTICLE 2 – BARGAINING UNIT

2.1 The Bargaining Unit is defined as follows:

All service and maintenance Staff members employed by the Employer at its East and West Campuses in Madison, Wisconsin as identified herein, but excluding all professional Staff members, managerial Staff members, office/business and clerical Staff members, guards and supervisors as defined in the National Labor Relations Act.

2.2 This Agreement shall not be interpreted to prevent the creation of new job classifications or changes in existing job classifications in accordance with the needs of the facility. The Employer has the right to abolish a job classification or position; however, the Employer shall provide the Union with thirty (30) calendar days advance written notice and, upon request, meet with the Union to discuss it.

2.3 The words “Staff member” and “Staff members” as used in this Agreement shall refer to only those Staff members who work within the bargaining unit as described in Section 2.1 of this Agreement.

ARTICLE 3 – UNION MEMBERSHIP, CHECK-OFF AND COPE

3.1 Dues Check-off. The Union shall provide newly hired Staff members with dues check-off authorization cards at the time of hire. Such forms shall conform to all applicable federal and state laws.

3.2 Deductions and Lists.

- a. Upon receipt from the Union or, a Staff member of a lawfully executed written authorization, the Employer agrees, until the authorization is revoked in accordance with its terms, to deduct the regular monthly membership dues, agency fees and initiation fees of said Staff member from his/her paycheck, but only as authorized and from the time the authorization becomes effective, in accordance with said authorization. The deductions shall be made each pay period and forwarded to the Union on a monthly basis via electronic fund transfer, or check if electronic fund transfer is not available, along with a list of all Bargaining Unit Staff Members, including Employee ID, Deduction/Benefit Code, the deductions per pay period and pay date. Such information shall be provided via electronic mail in an Excel spreadsheet.
- b. On the first day of every month a Bargaining Unit list shall be provided to the Union via email in an Excel spreadsheet. This list shall contain the following information: Employee ID, Last Name, First Name, Street Address, City, State, Zip Code, home telephone number, cell phone number, work email (when available), home email (when available), birthdate, job classification, status, scheduled work hours, seniority date, last hire date, termination date, wage rate, shift, department name, department number, and the campus they work on.
- c. On the first of every month, a list of transfers, and promotions into or out of the bargaining unit from the previous month shall be provided with the same information as 3.2b above. Such information shall be provided via electronic mail in an Excel spreadsheet.

3.3 COPE Check-off. Upon receipt from the Union or, a Staff member of a written authorization for the Union's Political Action or COPE fund, the Employer agrees to deduct from the bi-weekly pay of each Staff member an amount the Staff member voluntarily authorized, and to transmit payments via electronic fund transfer, or check if electronic fund transfer is not available, on a monthly basis, to the Union with the same information as 3.2b above.

3.4 Hold Harmless. The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, suits, and any other forms 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. With respect to legal expenses that might arise pursuant to such claims, demands, suits, costs or other actions, the Union shall provide legal services to the Employer at no cost to the Employer. Should the Employer retain legal services over and above those provided by the Union, said legal services shall be the obligation of the Employer.

ARTICLE 3A – UNION SECURITY

3.1A Prohibition of State Law or Change in State Law. No provision of this article shall apply to the extent that it may be prohibited by Wisconsin state law. In the

event that Wisconsin law is amended to permit union security the following provisions shall be effective:

- 3.2A Union Security. All Staff members covered by this Agreement shall, as a condition of continued employment, within thirty (30) calendar days following the execution of this Agreement or within thirty (30) calendar days following their beginning of employment, whichever is later, either:
- a. Begin payment of regular monthly dues uniformly required of members, or
 - b. Pay a fair share service fee to the Union to cover its legal obligation to represent the entire workforce under this Agreement.
- 3.3A Condition of Employment. Failure by a Staff member to satisfy Section 3.2A of this Agreement shall constitute just cause for discharge provided the Union makes a written request for discharge, verifying that the Staff member received written notification of the delinquency and notification that nonpayment within thirty (30) calendar days will result in discharge by the Employer.

ARTICLE 4 – UNION RIGHTS

- 4.1 Work Site Leaders Performing Duties at Work. Work Site Leaders shall request, and receive permission, from their Supervisor before they leave their workstation for the purpose of performing their duties as Union representatives under this contract. This permission shall not be denied unreasonably after taking into consideration staffing levels, resident needs and other appropriate factors.
- 4.2 Work Site Leaders and Grievances. It is understood that a Staff member has the right to meet with a Work Site Leader when that Staff member believes she/he may have a grievance. However, it is likewise agreed that such meeting time is not usually necessary during working time and in those circumstances where it is necessary to meet during working time and staffing and the Employer permits it, the meeting shall be of reasonable length and will not interfere with the assigned duties of the Work Site Leader or Staff member as determined by the Employer.
- 4.3 Notification of Work Site Leaders and Supervisors. The Union agrees to provide the Human Resources Manager with an up-to-date written list of the Work Site Leaders and Union Representatives assigned to service the facilities. The Employer agrees to provide the Union with an up-to-date list of authorized supervisors for each shift and department.
- 4.4 Union Orientation. A designated Work Site Leader will be allowed a thirty (30) minute time slot at general orientation to inform Staff members about the Union.
- 4.5 Facility Visitation. A representative of the Union has a right to visit Oakwood to consult with Union members and to insure that this contract is being observed, provided that she/he does not interfere with the normal conduct of work. The representative will

report to the Human Resources Manager or designee upon entering any Oakwood facility. Whenever possible, the Union Representative shall provide prior notice to the Human Resources Manager or designee of their request to visit the facility.

- 4.6 Bulletin Boards. The Employer shall provide locked bulletin boards at each time clock to be used by the Union. The Union will provide the Employer with a copy of all postings prior to the posting. The Union shall be responsible for monitoring the appropriateness of the content.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 Scope. The parties recognize that this Agreement addresses the Employer–Staff member relationship existing between the Employer and its Staff members in the collective bargaining unit represented by the Union, and that the rights and duties between them in their relationship are those of Employer and Staff member. It is agreed that, except as otherwise expressly limited by this Agreement, the management of the Employer and the direction of the work force including, by way of example and not by way of limitation, the right to select, hire and assign Staff members, promulgate and enforce reasonable rules and regulations it considers necessary or advisable for the safe, orderly and efficient operation of the Employer, direct and assign work, determine work schedules, transfer Staff members between jobs or departments or sites, fairly evaluate relative skill, ability, performance or other job qualifications, introduce new work methods, equipment and processes, determine and establish fair and equitable work standards, select and implement the manner by which the Employer’s goals and objectives are to be attained, and to discharge Staff members for just cause or relieve Staff members from duty for lack of work or other legitimate reasons are vested exclusively with the Employer, but this provision shall be construed to harmonize with and not to violate other provisions of this Agreement. It is further understood that all functions of management not specifically relinquished or limited in this Agreement shall remain vested in the Employer.
- 5.2 Procedure in Case of Disagreement in Interpretation. In the practical administration of this contract, it will be necessary for supervisors and administrators to interpret its applicability to certain situations that may arise. For the sake of vital and safe conduct of the Employer’s business, it is imperative and agreed that every Staff member shall follow the instructions of her/his supervisor. In cases where she/he disagrees with her/his supervisor on the interpretation of the applicable part of the contract or feels that a directive given is unfair to her/him, she/he shall have the right to question the interpretation or direction through the grievance procedure outlined in Article 7. It is agreed that the failure of a Staff member to follow the reasonable instructions of her/his supervisor constitutes possible just cause for corrective action up to and including discharge.

ARTICLE 6 – NON-DISCRIMINATION

Neither the Employer nor the Union will discriminate against any Staff member on the basis of race, color, religion, sex, age, political belief, disability, national origin, marital status, veteran

status, sexual orientation, gender orientation, gender expression, gender identity, membership in the Union or any other protected class provided by any governmental body having jurisdiction, in regard to hiring, firing, promotion, or any other term or condition of employment. This provision shall not be subject to grievance/arbitration procedure.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.1 Resolving Issues. It is the intention of the parties that, prior to initiating a grievance, efforts will be made by the aggrieved Staff member(s) and/or Union Representative to engage in a meaningful dialogue concerning this particular issue. The grievance procedure should not be a substitute for attempts to informally resolve issues or concerns.
- 7.2 Grievance Defined and Initiation of Grievance. A grievance within the meaning of this Agreement is a claim by a Staff member that the Employer has violated an express provision of this Agreement. To be considered, a grievance must be presented to the Employer within seven (7) calendar days, excluding Saturdays, Sundays and hard to schedule days (HTSDs) as defined in Article 22, Section 22.1, after the Staff member knew or should have known of the alleged violation.
- 7.3 Written Grievance. Only one subject matter shall be covered in any grievance to be considered. A grievance shall contain a clear and concise statement of the grievance indicating the issue involved, the relief sought, the date of the incident/violation and the provision of the contract alleged to be violated.
- 7.4 Timelines. Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next. The time limits in this Article are intended to be mandatory. Any failure by a Staff member, the Employer or the Union to abide by the time limits specified shall result in the grievance being considered settled.
- 7.5 All grievances shall be handled and adjusted in the following manner:
- STEP 1.** The grieving Staff member and/or a Work Site Leader and/or a Union Representative shall present the grievance orally, and in writing to the Staff member's immediate supervisor who shall answer the grievance in writing within seven (7) calendar days, excluding Saturdays, Sundays and HTSDs.
 - STEP 2.** If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days, excluding Saturdays, Sundays and HTSDs after the answer in Step 1 be presented to Step 2. The grievance shall be in writing, signed by the grievant and/or Work Site Leader and/or Union Representative and presented to the grievant's Department Head or designee, who shall give an answer in writing within seven (7) calendar days, excluding Saturdays, Sundays and HTSDs.

STEP 3. If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days, excluding Saturdays, Sundays and HTSDs, after the answer in Step 2, be presented by the grievant, Work Site Leader and/or the Union Representative in this step to the Human Resources Manager or designee who shall render a decision in writing within seven (7) calendar days, excluding Saturdays, Sundays and HTSDs.

- 7.6 Notice of 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 to the Wisconsin Employment Relations Commission (WERC) and a copy to the Employer. Such notice must be given within forty-five (45) calendar days, excluding Saturdays, Sundays and HTSDs, after the receipt of the answer at the third step of the grievance procedure.
- 7.7 Selecting an Arbitrator. In the notice described above, the Union shall request the Wisconsin Employment Relations Commission (WERC) to appoint an impartial panel of five (5) arbitrators by and from its staff. The Employer and Union shall strike names from the panel until a final arbitrator remains, who shall be assigned to preside over the arbitration proceeding. The grieving party shall be the first to strike a name from the list. As an alternate, the parties may mutually agree to engage the services of a non-WERC arbitrator.
- 7.8 Authority of Arbitrator. The jurisdiction and authority of the arbitrator shall be confined to the interpretation of the provisions of this Agreement. The arbitrator shall not have the power to add to, subtract from, ignore or modify any provisions of this Agreement. The award of the arbitrator shall be final and binding upon the parties to this Agreement.
- 7.9 Cost of Arbitration. The Union and the Employer shall share the cost of arbitration equally. It is further agreed that if one of the parties desires a copy of the transcript of the arbitration proceedings, the requesting party shall bear full cost of said copy.
- 7.10 Related Arbitrations. Only one grievance shall be submitted to any arbitrator in any one arbitration proceeding, provided, however, that the parties may, by mutual consent, submit more than one related grievance to the same arbitrator in the same arbitration proceeding.
- 7.11 Extension of Timelines. Any of the time limits referred to in either the grievance or arbitration sections of this Agreement may be extended by mutual written agreement of the Union and the Employer.
- 7.12 Suspensions and Discharges. In cases of suspensions and discharges, grievances shall commence at Step 2, following the procedure as described above.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

- 8.1 During the term of this Agreement, the Union and all Staff members in the bargaining unit represented by the Union, individually and collectively, will not encourage, cause,

permit, condone or take part in any strike, picketing, sympathy strike, shutdown, sit-down, stay-ins, slowdown or other curtailment of work or interference with operations in or about the Employer's facility, premises, equipment, suppliers, residents and Staff members.

8.2 The Employer will not engage in any lockout during the term of this Agreement.

ARTICLE 9 – EMPLOYMENT

- 9.1 Selecting Staff Members. The Employer may employ the person or persons who, in its opinion, shall make the best Staff members. The Employer shall be the judge of the fitness of any applicant and of determining who shall make the best Staff member.
- 9.2 Probationary Period. Staff members shall have a probationary period of ninety (90) calendar days, which may be extended up to an additional ninety (90) calendar days in the Employer's discretion, with prior written notice to the Union of such extension.
- 9.3 Compliance with Work Rules. Staff members shall be required to comply with rules as prescribed by federal, state and city agencies governing the regulations of Continuing Care Retirement Communities (CCRC), Residential Care Apartment Complexes (RCAC), Community Based Residential Facilities (CBRF), Nursing Homes and Home Health Agencies, as well as the rules prescribed by the Employer.
- 9.4 Work Duties. Staff members within each job classification shall follow procedures established by the Employer in what their duties are, how and where they will be performed and when they will be performed. If a Staff member is needed in another job other than their regular work to make up for missing personnel, they shall perform such work they are qualified to perform, and they shall be paid the higher job classification rate as set forth in Article 20, Section 20.6. Staff members will not be required to work outside their regular work classification for more than eighty (80) hours prorated to the staff member's full-time equivalency per semi-annual period of January - June and July - December.
- 9.5 Adequate Staffing. The Employer shall endeavor to provide adequate staffing to avoid the necessity of Staff members being required to regularly work overtime.
- 9.6 Weekends Off. The Employer shall endeavor to distribute weekends off evenly within each job title. The parties understand that there may be Staff members whose classification and position exempt them from this provision.
- 9.7 Changes to Posted Schedule. If the Employer changes a posted schedule, it will give at least five (5) calendar days advance notice of the change with written notification to the Staff member, except in those situations where it is impractical to do so. The change shall be mutually agreed upon. The Employer must approve of any changes in the posted schedule.

- 9.8 Posting Schedules. Schedules will be posted two (2) weeks prior to the first day scheduled and will cover no less than fourteen (14) and no more than twenty-eight (28) calendar days.
- 9.9 Open Shifts. Employees may sign up for posted open shifts following the seniority process for seven (7) working days after the schedule is posted. When assigning open shifts the following sequence shall be utilized:
- a. Regular full-time and regular part-time employees;
 - b. Part-time employees;
 - c. Per-diem employees;
 - d. On-call employees;

The above sequence shall be applied in the following order based upon the job classification and department of the individuals signing up for the open shifts:

1. Same job classification, same department, on straight time (by department seniority);
2. Same job classification, different department, on straight time (by bargaining unit seniority);
3. Different job classification, same department, on straight time (by department seniority);
4. Different job classification, different department, on straight time (by bargaining unit seniority);
5. Same job classification, same department, on overtime (by department seniority);
6. Same job classification, different department, on overtime (by bargaining unit seniority);
7. Different job classification, same department, on overtime (by department seniority);
8. Different job classification, different department, on overtime (by bargaining unit seniority).

After seven (7) calendar days the revised schedule shall be posted either electronically or by paper copies. Staff members awarded shifts shall be made aware of the awarded shifts by accessing the intranet or Oakwood's email system in those departments that have posted the schedules through intranet or Oakwood's email system, or by paper copies in those departments that don't. Any remaining open shifts shall be filled on a first-come,

first-served basis with contact to on-call and per diem staff members notifying them of the open shifts. Employee preferences for the mode of contact will be taken into consideration. The above provisions do not apply to Short Notice Open Shifts (Call-ins).

For Short Notice Open Shifts (Call-ins), the Employer shall award the open shift on a volunteer basis first to employees on straight time by department seniority and, thereafter, on a volunteer basis to employees who would incur overtime by department seniority.

- 9.10 Staff Meetings. The Employer and the Union recognize that staff meetings are beneficial. While it is not mandatory for Staff members to attend routine staff meetings it is agreed that staff meetings shall be held at time(s) that are conducive to maximum attendance of Staff members. It is agreed that, whenever possible, written and electronic notices including the subject matter of the staff meeting, will be provided in advance of the staff meeting. Since not all Staff members can attend in person, information shall be available to Staff members after the meeting. Staff meetings shall be in paid time.
- 9.11 Number of Consecutive Days. The employer shall not schedule Staff members for more than five (5) consecutive days of eight (8) hour shifts or the equivalent. Nothing precludes a Staff member from voluntarily working more consecutive days.
- 9.12 Secondary and Dual Role Positions.

A Secondary Position is considered “available” to another department; i.e. the person does not hold regularly scheduled hours in the department to which they pick up on call hours; rather, they voluntarily pick up posted shifts per their personal preference. Staff members who work a shift in a classification other than their primary position shall be paid at either their regular wage rate or the wage rate of the classification in which they’re working; whichever is higher. Staff members with a Secondary Position do not have seniority rights in their Secondary Position/department. Secondary positions will be available to staff based on fluctuating department staffing needs, initiated and determined by the Department Manager.

A Dual Role Position is considered a regular part-time status to another department; i.e. the person holds regularly scheduled hours in two departments. Staff members who work a dual position in a department shall be paid at rates established for each individual department in which they work; experience will be considered when establishing a rate for each department. Staff members will have seniority rights based on the anniversary date that they began in each department. Dual Role Positions will be available based on Management’s ability to combine positions that will not impact current overtime rules. Dual Role Positions may not combine union and non-union positions.

HR will make specific notation when dual role and/or secondary positions become available directly on the Job Postings. Staff are also encouraged to communicate their interest regarding these job opportunities directly to their supervisors and/or the HR Manager. Awarding of these positions will be based upon Article 16.

ARTICLE 10 – STATUS OF STAFF MEMBERS

- 10.1 Regular Full-Time. Regularly scheduled Staff members working seventy-five (75) or eighty (80) hours per pay period.
- 10.2 Regular Part-Time. Regularly scheduled Staff members working at least thirty-seven and one-half (37.5) but less than seventy-five (75) hours per pay period.
- 10.3 Part-Time. Regularly scheduled Staff members working more than sixteen (16) but less than thirty-seven and one-half (37.5) hours per pay period.
- 10.4 Per-Diem. Staff members who are used on a call-in basis and are not regularly scheduled.
- a. Scheduling. Are not placed on the schedule in advance of the posting of the schedule.
 - b. Minimum hour requirements. Must work a minimum of two (2) weekend shifts equaling fifteen (15) hours per two (2) pay periods unless a Director establishes a lesser requirement by departmental policy. Shifts picked up at the request of other Staff members do not count toward these requirements. Any change to the requirement shall conform to the contract and be preceded by at least thirty (30) days notice.
 - c. Hard to Schedule Days. Must work two (2) “Hard to Schedule Days” per year as determined by Management.
 - d. Maximum hour requirements. May not work more than forty (40) hours per pay period on a regular basis.
 - e. Adherence to guidelines. When per-diems do not adhere to the above guidelines, their hours will be either limited by Management or they will be removed from the per-diem list. However, if there are insufficient shifts available to meet the guidelines, the per-diem hours shall not be limited nor shall they be removed from the per-diem list.
 - f. Limits. Management has the right to create and post positions in order to limit the per-diem hours used.
- 10.5 On-Call. Staff members who must work at least one (1) shift per three months unless a Director establishes a one shift per six month policy at the department level. Any change to the requirement shall conform to the contract and be preceded by at least thirty (30) days notice.
- 10.6 Intermittent. Staff members working primarily during winter, spring and summer breaks.

- 10.7 Status Review. The status of all Staff members shall be reviewed quarterly and adjusted, by mutual agreement of the staff member and Employer, to reflect their actual status. Each quarter the Employer shall electronically send to the union an excel spreadsheet listing all Staff members, department, hired status hours, and hours paid for per pay period. After the quarterly review, if a Staff member is eligible to change their status through an increase or decrease in hours, he/she shall be notified by the Employer. Requests shall be awarded by department seniority. Nothing precludes Staff members from requesting and being granted a status change at other times. Any status changes shall be sent to the Union.

ARTICLE 11 – WORKING SUPERVISORS (SUPERVISORS PERFORMING BARGAINING UNIT WORK)

- 11.1 Scope. The Union and the Employer agree supervisory Staff members may, from time to time, assist bargaining unit Staff members in the normal completion of tasks, provided:
- a. These tasks are intermittent in nature; and
 - b. Do not constitute a reduction in hours, elimination, or replacement of bargaining unit jobs; or
 - c. In case of emergencies; or
 - d. Training of Staff members in an emergency.
- 11.2 Limitations. It is further agreed that supervisory Staff members who normally provide direct care, or who normally perform bargaining unit tasks, shall continue to do so, provided such work does not constitute a reduction in hours, or the elimination or replacement of bargaining unit jobs.
- 11.3 Scheduling. The Employer shall not engage in a work scheduling process that results in supervisors having to perform bargaining unit work, because bargaining unit Staff members have not been scheduled to work.

ARTICLE 12 – USE OF VOLUNTEERS

The Employer and the Union agree volunteers provide an important addition to the quality of life provided to residents. Volunteers are used extensively at Oakwood in the provision of services to residents allowed by law and applicable regulations.

- 12.1 Non-Bargaining Unit Work. Volunteer-managed/operated services that existed on or before the execution of this Agreement shall be deemed not to include Bargaining Unit work.
- 12.2 Agreement Not to Use Volunteers (includes Interns) for Bargaining Unit Work. The Employer shall not retain volunteers to perform work normally done by Bargaining Unit

Staff members and shall not reduce or eliminate Bargaining Unit jobs by replacing them with volunteer positions.

- 12.3 Bargaining Unit Members Who Volunteer. Bargaining Unit Staff members may volunteer provided they do not perform Bargaining Unit work while volunteering.

ARTICLE 13 – SUBCONTRACTING

The Employer and the Union agree that quality care demands continuity of care. Therefore, the Employer will not contract out work performed by the bargaining unit unless there are no available qualified Staff members, or not enough available qualified Staff members, within the bargaining unit to perform the work.

Examples of work that would normally be contracted out include special work that requires tools or equipment the Employer does not possess at the time(s) it is needed.

ARTICLE 14 – COMMITMENT TO ELIMINATE THE USE OF OUTSIDE POOL

The Employer and the Union agree the use of outside agency (pool) staff to provide care and services to achieve normal staffing levels, has the potential to reduce the continuity and quality of care. Therefore, the Employer and the Union shall constructively work to reduce, to the extent possible, or eliminate, these staffing measures within the term of this Agreement.

ARTICLE 15 – SENIORITY

- 15.1 Defined. Seniority as used in this Agreement shall be defined as follows:

- a. Oakwood Seniority. The length of continuous service with the Employer commencing with the last date of hire.
- b. Bargaining Unit Seniority. The last date of hire into the bargaining unit.
- c. Departmental Seniority. The last date of entry into the department.
- d. If a Staff member is rehired within ninety (90) calendar days, the Staff member will retain his/her seniority and rate of pay plus any increases that may have occurred per the CBA during the ninety (90) calendar day absence if rehired in the same position.

If a Staff member is rehired into a different position within ninety (90) calendar days, the Staff member will only retain his/her seniority.

- 15.2 Any Staff member hired shall have a probationary period consistent with Article 9.2.

- 15.3 Termination of Seniority. During the probationary period a Staff member's retention shall be entirely within the discretion of the Employer and not subject to review by the grievance procedure. Seniority of employees who have successfully completed the probationary period shall cease upon the following:

- a. If the Staff member quits.
- b. If the Staff member is discharged for just cause.
- c. If the Staff member retires.
- d. If the Staff member is absent without notice to the Employer for two (2) days in a twelve (12) month period.
- e. If a Staff member on layoff fails to report to work within ten (10) working days after being notified to report to work.
- f. If a Staff member on LOA, including FMLA, fails to report at the expiration of such leave of absence.
- g. If the Staff member is laid off for a period of one (1) year or the length of seniority at time of layoff, whichever is less.

15.4 Updating Contact Information. Each Staff member is required to notify the Employer and the Union as to changes of their mailing address, home phone number, etc. In the event of layoff, any Staff member who fails to comply with the provisions of this Section shall forfeit her/his recall rights. Notice of recall from layoff shall be sent by certified letter to the Staff member's last known mailing address, with a copy to the Union by fax or regular mail.

ARTICLE 16 – JOB POSTING AND BIDDING AND TRANSFERS

16.1 Job Openings shall be posted twice per week on the appropriate bulletin boards (and other posting methods as they are available.) Present employees shall be permitted to bid on all bargaining job unit job openings where they are qualified. Job openings covered by this Agreement will be posted for a period of seven (7) consecutive calendar days. If an employee feels that he/she was treated arbitrarily or capriciously under this Article, he/she can file a grievance.

- a. In order to quicken the process of filling a job opening, the Employer may simultaneously seek other candidates. This clause shall not be construed to prevent the Employer from filling the opening with outside applicants after the seven (7) calendar day posting period, nor shall it prevent the Employer from temporarily assigning other employees to a job opening during the seven (7) calendar day posting period.

16.2 Content of Postings. All postings shall include job title, summary of experience and/or training, wage, either FTE or hours worked per week, Campus, department or area worked (where relevant), shift, and date posting period begins. Job descriptions will be available in the Human Resources Department.

16.3 Job Bidding. Staff members interested in the posted position must complete the status change form and submit it to the Human Resources Department. Employees who have

successfully bid on a position are ineligible to bid on another position for a period of sixty (60) calendar days unless their current supervisor approves.

- 16.4 Job Bid Awards. Promotions and transfers shall be granted and based on the criteria set forth in the job description (including education, training, work experience), and current attendance, job performance and corrective actions as reflected in the Staff member's personnel records. Where these qualifications are relatively equal, Bargaining Unit seniority shall become the determining factor. Attendance shall not be used unless it has resulted in Step 2 or above within the last three (3) months.
- 16.5 Notification. Within two (2) weeks of the job bid award, the successful Staff member will be informed of the date of transfer to the new position. The Staff member will ordinarily be transferred within two (2) weeks of notice of the transfer date. The Staff member will be notified if the transfer date will be delayed. Any other Staff members that applied for said position shall be notified within two (2) weeks of the job bid award by Human Resources or the Hiring Manager that they were not awarded the position and the reason why.
- 16.6 Promotions and Transfers. A Staff member who is transferred or promoted into another classification will not lose any Bargaining Unit or Oakwood Seniority, benefits or pay because of the transfer. The Staff member's Bargaining Unit Seniority shall be used for purposes of layoff or recall. A Staff member who is promoted into another classification will move to the wage step in the new position which is closest to, but not less than twenty cents (\$0.20) per hour more, than their current rate of pay. But in choice of scheduling vacation, "hard to schedule days" and priority for picking up extra additional hours of work, the Staff member's Departmental Seniority shall be used. Longevity pay, if applicable, will be added to the hourly rate.
- 16.7 Orientation Period. A Staff member changing classifications and/or departments will have a thirty (30) calendar day orientation period in the new position, or a one (1) week orientation period for changes in shift only. If, upon evaluation, based on performance criteria, the performance is shown to be unsatisfactory, or if the Staff member is unsatisfied with the position she/he will be returned to her/his former position with her/his former seniority, benefits and wages. The orientation period may be extended should the Employer, Staff member and the Union mutually agree.
- 16.8 Demotions and Transfers. A Staff member, who is awarded a bid based on the criteria set forth in 16.4 above, in a lower wage classification, will be placed on the step in Appendix A of the new range that is closest to but not exceeding the employee's current (pre-demotion/transfer) hourly rate and shall not exceed the five year start rate. In the event the employee has transferrable experience to the new position, the appropriate rate will be determined as outlined in Article 20. Longevity pay, if applicable, will be added to the hourly rate.
- 16.9 Demotions in Cases of Physical or Health Limitations. In cases of physical or health limitations, verified by medical documentation, which render a Staff member unable to perform the essential functions of her/his job, those qualified Staff members having ten

(10) or more years Bargaining Unit Seniority, shall, upon request, be transferred to a vacant position without a corresponding reduction in pay, by “red circling” such rate until such time that the actual job rate has caught up with the “red circled” rate.

- 16.10 Notifying the Union. The Work Site Leader and the Union Representative will be notified of all job postings via email.

ARTICLE 17 – LAYOFF AND HOURS REDUCTION

- 17.1 Reduction of Hours. In the event of a temporary drop in census or other economic conditions which causes the Employer to reduce hours for a period of time not to exceed sixty (60) consecutive, calendar days, hours by department and shift of less senior Staff members, based on departmental seniority, will be reduced or cut first consistent with resident care needs in the following order:

- a. Outside Agency.
- b. Staff members working on the shift to be reduced where that shift is overtime and not a regularly schedule shift.
- c. Staff member volunteers by seniority rotation.
- d. Temporary Staff members.
- e. Per-Diems and On-Call.
- f. Full, Part-time Staff members, and Regular Part-time Staff members.

Senior Staff members may have to change shifts or positions if qualified, during such temporary reduction of hours.

- 17.2 Lay Off. If the condition lasts more than sixty (60) consecutive, calendar days or becomes permanent, the Employer may lay off or continue the reduced hours. The Employer will identify the job classification(s) to be impacted by a layoff. In each identified job classification to be impacted, the order of impacted individuals shall be as follows:

- a. Staff member volunteers.
- b. Outside agency staff.
- c. Intermittent staff.
- d. On-call Employees.
- e. Per-Diem Employees.
- f. Full, part-time Staff members, and regular part-time Staff members.

Impacted Staff members, based on departmental seniority, will have the right to bid or bump for available hours within the department. Impacted senior Staff members may bump less senior staff members within the department provided senior Staff members have the skills/abilities to immediately perform the available work.

- 17.3 Union Notification. In the event of a decline in census or other changes in circumstances resulting in a net reduction in scheduled hours of a regular full-time staff member for 15 or more hours in any two (2) consecutive pay periods, the Employer will notify the Union of such fact. Prior to implementing a permanent reduction of the scheduled hours of a regular full-time Staff member, the Employer will meet with the Union, and provide to the Union in writing, a list of affected Departments, the names and seniority dates of the affected Staff members, and date of implementation of the reduction of hours. In the event of a permanent layoff, the Employer will provide fifteen (15) calendar days written notice of the permanent layoff. In the event of exigent circumstances preventing either such notice, the Employer will provide as much notice as practicable under the circumstances.
- 17.4 Benefits. Staff members on lay off will continue to accrue seniority but no other benefits for the duration of the lay off. COBRA will be offered if applicable.
- 17.5 Recall. When a vacancy occurs in a department from which a Bargaining Unit Staff member was laid off, or bumped into a different job in lieu of layoff, the qualified Staff member(s) shall be recalled according to inverse order of Bargaining Unit Seniority.
- 17.6 Notices. All recall notices shall be sent by certified letter to the Staff member's last known mailing address, with a copy to the Union by fax or regular mail.
- 17.7 Forfeiture of Recall Rights. Failure to report to work within ten (10) working days after being notified to report to work will result in forfeiture of further recall rights.
- 17.8 Length of Recall Rights. Recall rights shall exist for eighteen (18) months, or the Staff member's length of Bargaining Unit Seniority, whichever is lesser, provided the Staff member has retained the licensure or certification employee held at time of layoff.

ARTICLE 18 – METHOD OF WAGE PAYMENT

- 18.1 Pay Day. Payment of wages due shall be made every other Friday.
- 18.2 Unpaid Meal Breaks. Staff members working at least six and one-half (6 1/2) continuous hours are provided a thirty (30) minute unpaid meal break. The only exception is the night shift where the Staff member works eight (8) straight hours with no lunch.
- 18.3 Paid Rest Periods. Staff members shall be granted a paid rest period per the following schedule.

<i>SCHEDULED SHIFT</i>	LENGTH OF PAID REST PERIOD
<i>Work 4 but less than 6 hours</i>	15 minutes
<i>Work 6 but less than 7.5 hours</i>	20 minutes
<i>Work 7.5 but less than 10 hours</i>	2-15 minute breaks
<i>Work 10 but less than 15 hours</i>	3-15 minute breaks
<i>Work 15 hours</i>	4-15 minute breaks

- 18.4 Overtime. The normal workweek for full-time employees working seven and one-half (7-1/2) hour days shall be thirty-seven and one-half (37-1/2) hours. The normal workweek for full-time employees working eight (8) hours days shall be forty (40) hours. All work in excess of eight (8) hours per day and eighty (80) hours per pay period shall be paid at the rate of one and one-half (1/2) times the regular rate except for Life Enrichment Specialists, Pharmacy Techs and Certified Pharmacy Techs who shall be considered 40 Admin and shall receive overtime after working over 40 hours in a week.
- 18.5 Seven (7) Minute Rule. All Staff members shall punch the time clock no earlier than seven (7) minutes before and no later than seven (7) minutes after their shift start time and shift finish time. (This is for payroll purposes only; please see attendance policy.)
- 18.6 Method of Wage Payment. Employees shall report errors in paychecks to Human Resources. If the error is Oakwood's error, the error will be corrected as soon as practicable and without delay but no more than two calendar days, excluding Saturdays and Sundays, and HTSDs.

ARTICLE 19 – TRAVEL BETWEEN CAMPUSES

Staff members, who report to work at an Oakwood Campus and are required by the Employer to use their own vehicle to travel to a new work location either on another Oakwood Campus or another location, will be reimbursed for mileage according to the then current IRS standard mileage rate.

ARTICLE 20 – RATES OF PAY

20.1 Wage Increase.

Wage adjustments for bargaining unit members shall be as specified in the implementation notes attached hereto.

No new employee will receive a wage rate higher than an employee with the same amount of Oakwood experience with the equivalent job description. Employees who are hired with like experience from previous employment shall be slotted in the wage steps as set forth below:

- Five (5) years experience will be slotted in at five (5) year step.
- Four (4) years experience will be slotted in at four (4) year step.
- Three (3) years experience will be slotted in at three (3) year step.
- Two (2) years experience will be slotted in at two (2) year step.
- One (1) year experience will be slotted in at the one (1) year step.
- Less than one (1) year experience will be slotted in at the start rate.

For starting rates effective March 17, 2019, see Appendix A.

All employees shall receive a minimum wage increase of 1.5% effective with the start of the first full pay period in March 2020. See Appendix A-1.

- 20.2 Minimum Pay Rates for Classification. No Staff member shall receive a rate of pay less than the rate for the classification or position for which s/he was hired during the term of this Agreement except as outlined in Article 16, Job Posting and Bidding and Transfers.
- 20.3 Shift and Weekend Differential. All Staff members working PMs, and/or weekends shall be paid an additional seventy-five cents (\$0.75) per hour. All Staff Members working NOC Shift shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour. Any overtime hours will include this differential.
- 20.4 Call-In Pay. Staff members required or requested to work extra hours whether they are called in or stay over their regularly scheduled shift, without at least twenty-four hours notice, shall be paid a premium equal to one hour's pay. This does not pertain to Per-Diems and On-Call Staff members.
- 20.5 Per-Diem Pay. The wage rates for Per-Diem Staff members are as follows:

Job Title	Per-Diem Rate
RA	\$13.55
CNA	\$16.00
PTA	\$29.00
COTA	\$27.00

- 20.6 Working in Different Classifications. Staff members who work a shift in a classification other than their regular classification shall be paid either at their regular wage rate or the wage rate of the classification in which they're working, whichever is higher. When an RAI acts as an RAIL, s/he will receive an additional one dollar (\$1.00) per hour for each hour worked as an RAIL. Note: This modification to the language does not change the past practices of the Employer when an RAIL is needed.
- 20.7 Longevity Pay. Any Staff member reaching his/her five-year anniversary of Oakwood Seniority in the duration of this contract shall receive a twenty cent (\$.20) per hour longevity increase.
- Any Staff member reaching his/her ten-year anniversary of Oakwood Seniority in the duration of this contract shall receive a twenty-five cent (\$.25) per hour longevity increase.
- Any Staff member reaching his/her fifteen-year anniversary of Oakwood Seniority in the duration of this contract shall receive a thirty-five cent (\$.35) per hour longevity increase. (Effective on first payroll date on or after March 1, 2020.)
- Any Staff member reaching his/her twenty-year anniversary of Oakwood Seniority in the duration of this contract shall receive a forty cent (\$.40) per hour longevity increase. (Effective on first payroll date on or after March 1, 2020.)
- 20.8 Facilities Services Differential. When a Facilities Services Technician is on-call, that Staff member will receive one dollar and fifteen cents (\$1.15) per hour while on-call.

ARTICLE 21 – PAID TIME OFF (“PTO”)

- 21.1 Eligibility. Regular Part-Time and Regular Full-Time Staff members are eligible for PTO benefits.
- 21.2 Commencement of Benefit. Staff members shall begin accruing PTO on their date of hire, or date of eligibility and may begin using it on the sixty-first (61st) day of eligibility.
- 21.3 Accrual.
 - a. Eligible Staff members will accrue PTO according to the following schedule.

YEARS OF OAKWOOD SENIORITY	ACCRUAL RATE PER HOUR	MAXIMUM PTO HOURS PER PAY PERIOD	MAXIMUM ANNUAL PTO HOURS*	MAXIMUM ALLOWABLE CARRYOVER
0 to 1 year	0.0885	7.08	184	Unused Accrual
1 to 2 years	0.0962	7.70	200	184
2 to 3 years	0.1	8.0	208	200
3 to 4 years	0.1	8.0	208	208
4 to 5 years	0.1039	8.31	216	208
5 to 6 years	0.1039	8.31	216	216
6 to 7 years	0.1077	8.62	224	216
7 to 8 years	0.1115	8.92	232	224
8 to 9 years	0.1154	9.23	240	232
9 to 10 years	0.1192	9.54	248	240
10 to 11 years	0.1231	9.85	256	248
11 to 12 years	.1269	10.15	264	256
12 to 13 years	.1308	10.46	272	264
13 to 14 years	.1346	10.77	280	272
14 to 15 years	.1385	11.08	288	280
15 to 16 years	.1462	11.70	304	288
16 to 17 years	.1500	12.00	312	304
17 to 18 years	.1538	12.30	320	312
18 to 19 years	.1576	12.61	328	320
19 to 20 years	.1615	12.92	336	328
20 or More	.1653	13.23	344	336
21 or More	Same as 20 +	Same as 20 +	Same as 20 +	344

*The above PTO schedule is based on an 80-hour pay period. PTO is earned on all regular paid hours up to 80 hours per pay period. If paid at less than 80 hours per pay period, the accrual will be pro-rated. To calculate PTO earned, multiply hours worked by accrual rate per hour corresponding to Oakwood seniority.

Any remaining PTO at the year-end may be carried to the next year. However, the carry over portion must be used. PTO cannot be carried over more than one year.

The PTO benefit is calculated by applying the hourly accrual rate against all regular paid hours. PTO shall not accrue during unpaid time off unless required by law.

PTO shall not accrue on PTO hours paid upon termination.

- b. Eligible R.A. staff or C.N.A. staff whose hourly wage was converted at 8/7.5 effective July 5, 2009 shall continue to accrue PTO according to the following table.

YEARS OF OAKWOOD SENIORITY	ACTUAL ACCRUAL RATE PER HOUR	MAXIMUM PTO HOURS PER PAY PERIOD	MAXIMUM ANNUAL PTO HOURS	MAXIMUM ALLOWABLE CARRYOVER
0 to 1 Year	0.0944	7.08	184	Unused Accrual
1 to 2 Years	0.1027	7.70	200	184
2 to 3 Years	0.1067	8.0	208	200
3 to 4 Years	0.1067	8.0	208	208
4 to 5 Years	0.1109	8.31	216	216
5 to 6 Years	0.1109	8.31	216	216
6 to 7 Years	0.1149	8.62	224	224
7 to 8 Years	0.1190	8.92	232	232
8 to 9 Years	0.1231	9.23	240	240
9 to 10 Years	0.1271	9.54	248	248
10 to 11 Years	0.1313	9.85	256	256
11 to 12 Years	0.1354	10.15	264	256
12 to 13 Years	0.1395	10.46	272	264
13 to 14 Years	0.1436	10.77	280	272
14 to 15 Years	0.1477	11.08	288	280
15 to 16 Years	0.1559	11.69	304	288
16 to 17 Years	0.1600	12.00	312	304
17 to 18 Years	0.1641	12.31	320	312
18 to 19 Years	0.1682	12.62	328	320
19 to 20 Years	0.1723	12.92	336	328
20 or More	0.1764	13.23	344	336
21 or More	Same as 20 +	Same as 20 +	Same as 20 +	344

21.4 Usage. PTO shall be used for illness, vacations, and personal days. PTO may be used for “Hard to Schedule Days”. Except for absences due to illness or emergency, PTO must be scheduled in advance.

- a. Compensation shall be paid for the first day of illness. PTO may be used in thirty (30) minute increments.
- b. After sixty (60) days of employment, time off without pay will not be allowed except for approved unpaid leaves of absence.
- c. Any remaining PTO at the end of the year may be carried over to the next year.
- d. PTO may not be carried over more than one year. (See chart above.)
- e. PTO does not need to be used if it is Management’s decision to decrease hours due to low census and/or lack of work.

- f. A Staff member may give a shift away from their scheduled hours without using PTO as long as they do a schedule change which does not result in overtime.

21.5 Scheduling of PTO. PTO shall be scheduled on a seniority basis in each department. Consecutive days off shall not exceed:

OAKWOOD SENIORITY	DAYS OFF
61st day of employment through 4 years	2 weeks
5 through 9 years	3 weeks
10+ years	4 weeks

Requests for vacations of at least three (3) consecutive days off shall be granted if the Staff member submits the request at least twelve (12) months in advance of the requested days. In the case where two (2) or more Staff members submit their requests at the same time and for staffing reasons all requests cannot be granted, bargaining unit seniority shall prevail. The employer will respond with approval/denial, in writing, within fifteen (15) calendar days.

Requests for PTO received according to the following quarterly schedule shall be considered based upon bargaining unit seniority. The Employer will respond with approval/denial in writing by the Approval/Denial Deadline for the following quarter.

REQUEST WINDOW	APPROVAL/DENIAL DEADLINE	QUARTER
September 1 through October 31	November 16	January 1 – February 28/29
November 1 through December 31	January 16	March 1 – April 30
January 1 through February 28/29	March 16	May 1-June 30
March 1 through April 30	May 16	July 1 – August 31
May 1 through June 30	July 16	September 1 – October 31
July 1 through August 31	September 16	November 1 – December 31

Requests for PTO received after the end of the request window shall be considered on a first-come, first-served basis, based on department needs. In those cases where two (2) or more Staff members submit their requests at the same time and for staffing reasons all requests cannot be granted, bargaining unit shall prevail. The Employer will respond with approval/denial, in writing, within fifteen (15) calendar days.

All PTO requests will be submitted on the PTO request form.

In the event a PTO request is for a block of time that includes a “Hard to Schedule Day,” the requested time, with the exception of the “HTSD” will be approved/denied within fifteen (15) calendar days. Proof of replacement for the “HTSD” must be provided prior to the time the schedule is posted. PTO request for a single “HTSD” will not be approved without proof of replacement for the “HTSD”.

21.6 Change of Status. Staff members who change status from Regular Part- or Full-Time to any other status will no longer be eligible for PTO accrual but may still use their remaining PTO, except for Per-Diem Staff members.

- 21.7 Change to Per-Diem Status. PTO will be paid out to Per-Diem Staff members only after ninety (90) days of changing status.
- a. PTO will be paid at the rate at which it was earned prior to changing status.
 - b. Requests for pay out must be in writing to the Human Resources Department.
- 21.8 Donations of PTO. In certain situations such as extended illness or a personal or family emergency, Staff members may donate accrued PTO to another Staff member.
- a. All such requests must be approved by the Human Resources Manager with notice of all requests and disposition given to the Union Coordinator(s).
 - b. Staff members may donate PTO in one (1) hour increments.
 - c. Staff members may not donate PTO unless the donation leaves them with a minimum of forty (40) hours in their PTO bank.
 - d. The PTO is paid at the pay rate of the Staff member receiving the PTO.
- 21.9 Termination of Employment. Non-probationary staff members who are terminated from employment, other than for theft, abuse of residents as defined by Chapter DHS 13 of the Wisconsin Administrative Code, or physical assault, will receive payment of their remaining PTO.
- 21.10 PTO Payout in Event of Death. In the event of the death of a Staff member, all accrued (includes carryover) PTO of the employee will be paid out to the employee's designee.

ARTICLE 22 – HARD TO SCHEDULE DAYS (HTSD)

- 22.1 Definition and Pay. Staff members who work on the following hard to schedule days (“HTSD”) shall be paid at time and one-half for all hours worked starting on the night shift of the day before the hard to schedule day (“HTSD”) and ending at the end of the PM shift on the hard to schedule day (“HTSD”):

LABOR DAY

EASTER SUNDAY

MEMORIAL DAY

4TH OF JULY

Double time for THANKSGIVING, CHRISTMAS DAY AND NEW YEAR'S DAY

(For the Christmas Day all Staff members shall be paid starting with NOC shift of 12/24; AM – 12/25; PM – 12/25. For the New Years Day Holiday all Staff members shall be paid starting with NOC shift of 12/31; AM-1/1; PM-1/1)

22.2 Staff members who work on Christmas Eve, Christmas Day, New Years Eve or New Years Day shall be paid as follows:

HTSD	Shift	Less than 5 Years	5 Years or More
December 24 th	AM	Straight-Time	Time and One-Half
December 24 th	PM	Straight-Time	Time and One-Half
December 24 th into December 25 th	NOC	Double-Time	Double-Time
December 25 th	AM	Double-Time	Double-Time
December 25 th	PM	Double-Time	Double-Time
December 25 th into December 26 th	NOC	Straight-Time	Time and One-Half
December 31 st	AM	Straight-Time	Time and One-Half
December 31 st	PM	Straight-Time	Time and One-Half
December 31 st into January 1 st	NOC	Double-Time	Double-Time
January 1 st	AM	Double-Time	Double-Time
January 1 st	PM	Double-Time	Double-Time
January 1 st into January 2 nd	NOC	Straight-Time	Time and One-Half

22.3 Scheduling. “Hard to Schedule Days” shall be divided and rotated by the Employer as evenly as possible among the Staff members.

22.4 Scheduling Christmas Eve (December 24th), Christmas Day (December 25th), New Year’s Eve (December 31st), and New Year’s Day (January 1st).

- a. Within each department, prior to the schedule being written, a sign-up sheet will be posted. Every Staff member must choose and sign-up to work one “Eve” and one “Day”. In other words, each Staff member within a department must sign-up to work Christmas Eve or New Year’s Eve and Christmas Day or New Year’s Day.
- b. If there are not enough people signed up for any given day, the scheduler will notify the Staff members within the department and give them the opportunity to change their signed-up days to fill the needed slots on the schedule. Should there still be holes in the schedule for any given day, the Scheduler will schedule the least senior Staff members within the department to fill the empty slots and rotate through the seniority list.
- c. No Staff member is required to work more than one “Eve” and one “Day” but Staff members may sign up to work more than required.

22.5 Options to Staff members in Closed Departments. Those Staff members who work in departments not normally open on “Hard to Schedule Days” will have the option of:

- a. Taking the day off using PTO, or opt to take the day off without pay.
- b. Accepting another assignment in another department where qualified to work.

Said Staff member must notify her/his supervisor, in writing, two (2) weeks prior to the “Hard to Schedule Day” that she/he is interested in accepting another assignment.

The Supervisor will respond, in writing, to said Staff member within seven (7) calendar days as to what assignments are available, if any.

22.6 PTO Usage on Hard to Schedule Days.

- a. If a Staff member is scheduled for a “hard to schedule day” due to the rotation in 22.3, and the Staff member requests and is granted time off, the Staff member must use PTO.
- b. If a Staff member is normally scheduled to work on the day that a “hard to schedule day” falls, and the Staff member is not scheduled on that day due to the rotation in 22.3, the Staff member has the following options:
 - 1. Take PTO, or
 - 2. Take off without pay, or
 - 3. Work a different day within that pay period, as needed and as approved by the supervisor.

ARTICLE 23 – JURY DUTY

- 23.1 Pay. The employer will pay the difference between jury pay and regular pay.
- 23.2 Documentation. A document indicating the days served and stipend paid must be submitted to Human Resources for processing prior to the end of the pay period in which the jury duty occurred.
- 23.3 Notification to Employer. The Staff member must notify his/her supervisor of the jury duty summons prior to being absent and must forward a copy of the summons to Human Resources.
- 23.4 Reporting to work While on Jury Duty. Staff members must report to work when the court does not require their presence unless excused by their supervisor.
- 23.5 Release from Jury Duty. The Employer may request that the Staff member be released from jury duty in the event serving would be a detriment to resident care.

ARTICLE 24 – BEREAVEMENT LEAVE

- 24.1 Eligibility. Part-Time, Regular Part-Time and Regular Full-Time Staff members shall be granted bereavement leave with pay for the purpose of bereavement.
- 24.2 Length of Leave.
- a. Three (3) workdays if the bereavement is in the area, or five (5) workdays if the bereavement is more than one day's travel away, shall be granted to the employee for the purpose of bereavement for the Staff member's spouse, or domestic partner, grandchild or grandparent. Such leave shall also be granted for the Staff Member's, Staff member's spouse's or domestic partner's family including father, mother, sister, brother, child (including any adopted, foster, step and in-law), and ex-spouses or ex-domestic partners in cases where there are minor children.
 - b. One (1) workday for bereavement of an aunt, uncle, niece, nephew of the Staff member, Staff member's spouse's or domestic partner's grandparents or grandchildren, or of a close friend.
 - c. This time may be extended using PTO or as an unpaid personal leave at the discretion of the Employer.
- 24.3 Notification to Employer. The Staff member must notify her/his immediate supervisor of the impending absence.

ARTICLE 25 – UNPAID LEAVES OF ABSENCE

- 25.1 Family and Medical Leave (FMLA). The Employer will continue its practice of granting Federal and/or State FMLA leaves to eligible Staff members as required by applicable law.
- 25.2 Military Leave. The Employer will continue its practice of granting Military Leave as required by State and/or Federal Law.
- 25.3 Personal Leaves.
- a. Eligibility. Staff members who have completed their probationary period may request an unpaid leave of absence.
 - b. Application. Staff members must present a written request to his/her Supervisor/Department Head two weeks in advance of the time desired, except in cases of emergency.
 - c. Approval. The decision to grant a leave of absence without pay shall be at the discretion of the Employer, taking into account staffing needs, and will not be unreasonably denied. Human Resources may require supporting documents before approval can be granted. The Employer will respond to the request within fourteen (14) calendar days of the request.

- d. Length of Leave: The length of leave must be more than five (5) scheduled days (except pre-approved PTO) but not more than ninety (90) calendar days.

25.4 Union Leaves.

- a. Conventions. The Employer shall allow bargaining unit members to attend Union conventions of their choice, whether conducted by the Local, State or International Union. However, the following provisions shall apply:
 - 1. If two (2) or more Staff members are from one department their attendance approval is contingent on whether scheduling will allow.
 - 2. Staff members may opt to use PTO for leaves of this purpose.
 - 3. Leaves of absence granted for this purpose shall not exceed ten (10) scheduled working days.
- b. Local Meetings. Union Coordinators will be granted time off without pay to attend Union meetings. The Employer may also grant Work Site Leaders time off without pay to attend Union meetings, staffing permitting.
- c. Long Term Leaves. If staffing permits, a leave of absence not to exceed one hundred eighty (180) calendar days may be granted to a Staff member in order to accept a full-time position with the Union, said request not to be unreasonably denied. The Staff member shall continue to accrue seniority during this period. If a Staff member is on leave from ninety-one (91) calendar days to one hundred eighty (180) calendar days, the job will be posted, and the Staff member on leave will be offered the first available position that he/she is qualified for to fill.
- d. Requests. These requests will be submitted as far in advance as possible, but no less than two (2) weeks prior to the commencement of the requested leave.

25.5 Extension Requests. Should a Staff member find that she/he cannot return to work at the end of his/her leave, such Staff member must submit a written response for an extension and the reason(s) for the extension, to the Human Resources Department. Under special circumstances, the Employer may approve an extension of the leave, up to ninety (90) calendar days.

25.6 Return from Leave.

- a. If the reason for any leave of absence granted by the Employer no longer exists, then the Staff member shall immediately notify the Employer; and if requested by the Employer, return to work within seventy-two (72) hours.
- b. A Staff member returning within ninety (90) calendar days shall return to her/his former department and position. After ninety (90) calendar days, the Staff member shall return to a comparable position if available.

- 25.7 Failure to Return from a Leave. A Staff member who does not return from a leave of absence and does not submit a written request for extension shall be considered to have voluntarily resigned with the termination date being the date they were supposed to return.
- 25.8 Insurance Benefits. Staff members on leaves of absence may continue their insurance benefits by paying her/his portion of the premium for the length of the leave.
- 25.9 Disability Leave for Full-time and Regular Part-time Employees With Three or More Years of Seniority. An unpaid disability leave of absence shall be granted for the duration of the disability, but not to exceed one (1) year and with certification by a physician of said disability as may be required. An employee returning to work after three (3) months, but at or before twelve (12) months have elapsed shall be offered a comparable bargaining unit position as available with Oakwood provided that the employee meets the qualifications for the position and is able to perform the work. An employee unable to return to work after that time will be terminated. Employees on leave under this paragraph will continue to accrue seniority.

ARTICLE 26 – ACCOMMODATIONS DUE TO RESTRICTIONS

Maternity and childbirth shall be treated by the Employer the same as any other cause of disability. A pregnant Staff member shall notify the Employer of any restrictions placed on her by her physician. The Employer shall make every reasonable effort to accommodate such restrictions.

ARTICLE 27 – WORKERS’ COMPENSATION

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

ARTICLE 28 – HEALTH INSURANCE

- 28.1 Eligibility. Regular Part-Time Staff members working an average of sixty (60) hours or more per pay period and Regular Full-Time Staff members are eligible to participate in the health plans offered by the Employer.
- 28.2 Commencement of Benefit. On the first of the month following sixty (60) calendar days of employment.
- 28.3 Contribution Rates.
- a. The Employer will make employer contributions to both HMO and Point of Service health insurance plans. The bi-weekly employee premiums for full-time employees and for eligible regular part-time employees for the calendar year 2019 will be as set forth on the attached table. Any total monthly premium increases in future calendar years will be split between the Employer and full-time employees and for eligible regular part-time employees hired on a fifty percent/fifty percent (50%/50%) basis. Any increase in the total monthly premium in excess of ten

percent (10%) shall be split between the Employer and the full-time Employees, and eligible regular part-time employees hired on an eighty percent/twenty percent (80%/20%) basis.

The Employer and full-time and eligible regular part-time Staff members' contribution rates per pay period for calendar years 2019 is as follows:

2019 Health Insurance Renewal Information:

Unity	Monthly Premium	EE Portion (Per Pay Period)	ER Portion (Per Pay Period)
HMO			
EE	\$574.88	\$63.68	\$201.65
Limited Family	\$1264.77	\$140.12	\$443.62
Family	\$1609.68	\$178.35	\$564.58
POS			
	Monthly Premium	EE Portion (Per Pay Period)	ER Portion (Per Pay Period)
EE	\$617.83	\$78.16	\$206.99
Limited Family	\$1359.19	\$171.96	\$455.36
Family	\$1729.91	\$218.83	\$579.59

For full-time and eligible regular part-time Staff members with fifteen (15) years of Oakwood seniority or more, the contribution rates for employees will be fifty percent (50%) of what the employee portion would otherwise be.

- b. For calendar year 2016, the health insurance plans will have \$20.00 office visit co-pay. The health insurance plans will have a \$15/\$30/\$50 prescription drug co-pay. The 2016 health insurance plans will have an annual deductible of \$1,000.00 for a single employee plan and \$2,000.00 for limited family and family plans. A Health Reimbursement Account funded by Oakwood will be used to offset \$750.00 per calendar year of the deductible for employees participating in the single employee plan and \$1,500.00 per calendar year for employees participating in the limited family and family plan. The HRA funding occurs after the employee pays \$250 deductible for single coverage and \$500 deductible for limited employee or family coverage.

For calendar year 2016, the health insurance plans will have a 10% co-insurance provision with an annual out-of-pocket maximum of \$500.00 for a single employee and \$1000.00 for limited family and family plans. For out-of-network services under the POS plan the co-insurance is 30% with an annual out-of-pocket maximum of \$2000.00 for a single employee plan and \$4000.00 for limited family and family plans.

After the Employer receives premium increase information from the insurance providers for the calendar year, the Employer shall notify the Union and will, upon request, meet and confer with the Union regarding the information.

ARTICLE 29 – DENTAL INSURANCE

- 29.1 Eligibility. Regular Part-Time and Regular Full-Time Staff members are eligible to participate in the Dental Insurance Plan.
- 29.2 Commencement of Benefit. This benefit will commence on the first of the month following sixty (60) days of employment. Should a Staff member not enroll within the first sixty (60) days of employment, said Staff member may enroll during the annual open enrollment period.
- 29.3 Contribution Rates. The Staff member pays the entire monthly premium. The Employer shall provide sixty (60) calendar days notice to the Union of any increase in the premium rates, unless the Employer received less than sixty (60) calendar days notice from the insurance carrier.

ARTICLE 30 – LIFE INSURANCE

- 30.1 Eligibility. Regular Part-time and Regular Full-time Staff members are eligible to participate in the Employer’s Life Insurance Plan.
- 30.2 Coverage. The Employer agrees to offer the above-mentioned Staff members a life insurance policy in the following amounts:

0-5 YEARS SENIORITY	5+ YEARS SENIORITY
\$10,000	\$25,000

- 30.3 Commencement of Benefit. This benefit will commence on the first of the month following sixty (60) days of employment. Should a Staff member not enroll within the first sixty (60) days of employment, said Staff member must complete a health history questionnaire that will be forwarded to the insurance company. The insurance company may deny entrance into the plan.
- 30.4 Contribution Rates. The Employer agrees to pay the monthly premium with no cost to the Staff member.

ARTICLE 31 – SHORT-TERM DISABILITY INSURANCE

- 31.1 Eligibility. Regular Part-Time and Regular Full-Time Staff members are eligible to participate in the plan.
- 31.2 Commencement of Benefit. On the first of the month following sixty (60) days of employment.
- 31.3 Contribution Rates. The Employer’s contribution is 25% of the total premium and the Staff members’ contribution is 75% of the total premium. The Employer shall provide sixty (60) calendar days notice to the Union of any increase in the premium rates, unless the Employer received less than sixty (60) calendar days notice from the insurance carrier.

- 31.4 Coverage. Sixty percent (60%) of the Staff member's normal base rate for up to ninety (90) days and as outlined in the benefit plan.

ARTICLE 32 – LONG-TERM DISABILITY INSURANCE

- 32.1 Eligibility. Regular Part-Time and Regular Full-time Staff members are eligible to participate in the plan.
- 32.2 Commencement of Benefit. On the first of the month following sixty (60) days of employment.
- 32.3 Coverage. 60% of the Staff member's gross monthly pays up to \$3000 per month for length of disability.
- 32.4 Contribution Rates. The Employer agrees to pay the monthly premium with no cost to the Staff member.

ARTICLE 33 – RETIREMENT PLAN

Oakwood's 403(b) Retirement Plan will be offered to eligible Staff members in the bargaining unit. The Employer will contribute 50% of the Staff member's contribution up to a maximum of seven percent (7%).

ARTICLE 34 – DISCHARGE AND CORRECTIVE ACTION

- 34.1 Just Cause. The Employer may discharge or suspend a Staff member for just cause. If requested, a Work Site Leader will be called in when a Staff member meeting may result in disciplinary action up to and including discharge. If a bargaining unit member is denied a Union representative for an investigatory meeting in which he or she is entitled to Weingarten rights, no discipline will be issued regarding that incident.
- 34.2 Corrective Actions. When a Staff member has worked twelve (12) consecutive months without receiving a formal documented corrective action notice, with the exception of physical, verbal or emotional abuse, neglect or altercations, such notice or prior notices shall not be used in any further disciplinary action, evaluation, suspension, or discharge.
- 34.3 Timeliness. All corrective action notices shall be given within seven (7) calendar days, excluding Saturdays, Sundays and HTSDs from when the department head (in the department in which the Staff member works) completed her/his investigation of the infraction. If notices are not given within this time frame, they shall be dismissed.
- 34.4 Union Notification. A copy of all corrective action notices shall be forwarded to the Work Site Leaders at each campus as identified by the Union Staff Representative, and to the Union Staff Representative via email and/or fax at the SEIU HCWI Madison office within five (5) calendar days of the Staff member receiving the corrective action.

ARTICLE 35 – IN-SERVICE TRAINING

Management will provide in-service education. In-service training shall be mandatory for all Staff members governed by the requirements established by the Employer and subject to the discharge section of this Agreement. All Staff members shall comply with the federal and state registry in-service requirements provided by the Employer. In those cases where classroom attendance is required by said regulations, the Employer shall make every reasonable effort to assure accessibility for staff that works evenings, nights and weekends.

Unless attendance is required by state or federal regulations, in-service will be video taped and provided by the Employer. All inservice trainings shall be posted for ten (10) calendar days, excluding Saturdays, Sundays and HTSDs, except in an emergency.

The Employer will allow Staff members to complete in-service requirements during regular working hours. Staff members must request permission from their direct supervisor before leaving the floor or unit.

ARTICLE 36 – COMMUNICATIONS

36.1 Employer Committee Meetings. The Employer and the Union recognize good communication is the cornerstone of quality resident care. Therefore, it is agreed the Employer will provide adequate notice to the Union of Employer Committee meetings and a Union Coordinator or Work Site Leader shall have the right to fully participate in the following meetings. Said committee meetings shall be as follows:

- Safety
- Any short-term committees created to improve or change the system(s) affecting the work of bargaining unit Staff members.

36.2 Labor/Management Committee. The Employer and the Union shall create a Labor/Management Committee that regularly meets, not less than monthly. Whose purpose is to discuss all matters that either party considers relevant in maintaining a positive working relationship.

At least bi-monthly the meeting of the Labor/Management Committee will be a department specific meeting facilitated by a representative of Human Resources for a discussion about department operations including, but not limited to,

Staffing Levels
Workloads
Equipment needs
Ergonomic issues
Safety issues
Practices
Procedures
General feedback, and
Morale

The parties shall jointly select the department of focus for a meeting. The Department Head and other senior leaders may be invited to the meeting.

A work-related issue may, upon mutual agreement of the Labor/Management Committee, be assigned to a task force created to address that issue. The Labor/Management Committee will assign clear goals and timelines for the task force to follow.

The task force will investigate, review and develop recommendations to resolve the assigned issue. Recommendations must include a plan and timeline for implementation and communication to all staff.

The task force will consist of at least three (3) but not more than five (5) representatives of the Union and an equal or lesser number of representatives of Management who will all be in paid status for such meetings.

The task force will identify a chair or co-chairs and meet regularly, but not less than monthly at mutually agreed upon times and locations until recommendations have been developed. If recommendations are not submitted to the Labor/Management Committee within three (3) months from the assignment of the issue, then the task force shall submit a progress report to the Labor/Management Committee for purposes of determining the continuation of the assignment. Management will be responsible for preparing minutes for submission to the Labor/Management Committee upon approval of the minutes by the task force.

Once recommendations have been finalized and agreed upon by the task force, the task force shall submit the recommendations to the Labor/Management Committee for discussion of and consideration of implementation of such recommendations. Upon approval by the Labor/Management Committee, such recommendations will be implemented on a trial basis of a defined duration. The task force shall remain in existence for a minimum of ninety (90) calendar days past the implementation date to address any related issues.

ARTICLE 37 – SAFETY AND HEALTH

The Employer shall continue to make reasonable provisions for the safety and health of the Staff members 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, the Union and the Staff members recognize their obligations and/or rights under existing federal and state laws with respect to safety and health.

ARTICLE 38 – GENERAL PROVISIONS

- 38.1 Lawful Intent. There is no intent by either party to transgress any federal, state or local laws of any nature whatsoever, and no provisions herein shall be executed if found to be a transgression of said laws. However, the remaining clauses shall remain in full force and effect.

- 38.2 Working Together. The Employer and Staff members agree to collectively work toward efficient, courteous and safe service to the facilities. They will at all times cooperate with each other in advancing the welfare of the facilities and the highest quality care reasonably possible to residents at all times.
- 38.3 Right to Inspect Personnel Files. Staff members have the right to inspect their personnel file upon seven (7) calendar days written notice at reasonable times and to obtain copies of items within the file, at their own reasonable expense. Staff members may exercise this right up to two (2) times per calendar year. Union Representatives shall have the right to inspect personnel files when relevant to the administration of this Agreement.
- 38.4 Job Descriptions. The Employer will maintain job descriptions for each classification covered under this Agreement, which are provided to new Staff members at time of orientation. Upon request of a Staff member, copies of his/her job description will be made available within a reasonable amount of time. Any changes to job descriptions will be shared via email with the Union Representative and the Union Coordinator, prior to the implementation of such changes.
- 38.5 Dignity and Respect. The Employer, Union and Staff members agree to cooperate with one another in an effort to ensure efficient operations, to serve the needs of the residents and the community and meet the highest standards in such service. The parties agree to act at all times and in such a manner as to assure proper dignity and mutual respect. The Employer, Union and Staff members agree to act at all times in such a manner as to maintain and encourage the professional character and standing of all Staff members in the bargaining unit.
- 38.6 Policy Changes. The Union shall be notified of any changes in policy affecting bargaining unit personnel at least fifteen (15) calendar days prior to implementation of such changes, excluding Saturdays, Sundays and HTSDs, unless the Employer is unable to do so due to exigent circumstances. Upon request by the Union, the Employer will meet and confer regarding the impact of the policy change.
- 38.7 New Hire Orientation. Orientation shall be a function of Management.
- 38.8 Orientation and Training Programs. Striving to develop the most professional Staff members and make Oakwood Village the premier place to work and live, the Employer and the Union agree to work together to improve orientation and training programs to incorporate training and career ladders, for all job classifications where feasible.
- 38.9 Training. The Employer will notify Staff members at least twenty-four (24) hours in advance of the name, previous experience, and the previous Oakwood training of the person they are assigned to train. In the event of exigent circumstances preventing such notice, the Employer will provide as much notice as practicable under the circumstances.

ARTICLE 39 – SEPARABILITY

Should any part of this Agreement, or any provisions herein contained, be rendered or declared illegal, invalid, or an unfair labor practice by virtue of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, the remaining portions hereof shall not be affected thereby; provided in such contingency the parties to this contract shall meet and negotiate substitute provisions for those parts of provisions rendered or declared illegal, invalid, or unfair labor practice.

ARTICLE 40 – NOTICE

Any notice given under this Agreement shall be given by certified mail and if by the Employer, be addressed to SEIU Healthcare Wisconsin, 4513 Vernon Blvd., Suite 300, Madison, Wisconsin 53705; and if by the Union, to the Employer at Oakwood Lutheran Homes Association, Inc., 6165-6209 Mineral Point Road, Madison, WI 53705. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

ARTICLE 41 – TERMINATION DATE

The terms and conditions of this Agreement shall continue in effect from March 1, 2019 through February 28, 2021, unless extended or modified by mutual agreement of the parties hereto. Notice to terminate the terms and conditions of this Agreement shall be in writing and shall be given on or before the ninetieth (90th) calendar day prior to the above date by either of the parties to this Agreement.

WITNESS our hands and seals this _____ day of March, 2019.

FOR OAKWOOD LUTHERAN HOMES
ASSOCIATION, INC.

SEIU HEALTHCARE WISCONSIN

Kathy Groth, Vice President of Human
Resources

Ramona Argandona, President

BARGAINING COMMITTEE

Virgie Burton

Dan Meyer

Crystal Martzall

Mike Persley

Marc Matney

Jeff Urschlit

STRIKE NOTICE

In the event this Agreement expires and the Union and Oakwood have not agreed upon the terms and provisions of a successor agreement, the Union will not strike (as defined in Article 8 herein) without giving Oakwood written notice at least thirty (30) days in advance of the date, time and place any such strike will commence.

This provision shall remain in effect notwithstanding the expiration of the other provisions of this Agreement.

For Oakwood:

For the Union:

Kathy Groth, Vice President of Human
Resources

Ramona Argandona, President

APPENDIX A

Starting Rates as of March 17, 2019.

Job Class	Start Rate	1 Year	2 Year	3 Year	4 Year	5 Year
CNA	15.15	15.40	15.65	15.90	16.15	16.40
Medication Administration Assistant	16.00	16.25	16.50	16.75	17.00	17.25
Life Enrichment Specialist	18.46	18.71	18.96	19.21	19.46	19.71
Life Enrichment Assistant	10.85	11.10	11.35	11.60	11.85	12.10
Rehab Aide	12.26	12.51	12.76	13.01	13.26	13.51
Physical Therapist Assistant	25.69	25.94	26.19	26.44	26.69	26.94
Certified Occupational Therapy Assistant	25.00	25.25	25.50	25.75	26.00	26.25
Resident Assistant	13.00	13.25	13.50	13.75	14.00	14.25
Resident Assistant II	14.00	14.25	14.50	14.75	15.00	15.25
Bus Driver	12.00	12.25	12.50	12.75	13.00	13.25
Housekeeper I	12.00	12.25	12.50	12.75	13.00	13.25
Housekeeper II	13.00	13.25	13.50	13.75	14.00	14.25
Facility Services Tech	16.61	16.86	17.11	17.36	17.61	17.86
Pharmacy Tech	14.75	15.00	15.25	15.50	15.75	16.00
Certified Pharmacy Tech	16.20	16.45	16.70	16.95	17.20	17.45
Dietary Aide I	11.11	11.36	11.61	11.86	12.11	12.36
Dietary Aide II	11.82	12.07	12.32	12.55	12.80	13.05
Dietary Aide III	13.03	13.28	13.53	13.78	14.03	14.28
Production Cook II	13.00	13.25	13.50	13.75	14.00	14.25
Production Cook III	14.00	14.25	14.50	14.75	15.00	15.25
Production Cook IV	15.00	15.25	15.50	15.75	16.00	16.25

APPENDIX A-1

Starting Rates effective on first payroll date on or after March 1, 2020.

Job Class	Start Rate	1 Year	2 Year	3 Year	4 Year	5 Year
CNA	15.38	15.63	15.88	16.14	16.39	16.65
Medication Administration Assistant	16.24	16.49	16.75	17.00	17.26	17.51
Life Enrichment Specialist	18.74	18.99	19.24	19.50	19.75	20.01
Life Enrichment Assistant	11.01	11.27	11.52	11.77	12.03	12.28
Rehab Aide	12.44	12.70	12.95	13.21	13.46	13.71
Physical Therapist Assistant	26.08	26.33	26.58	26.84	27.09	27.34
Certified Occupational Therapy Assistant	25.38	25.63	25.88	26.14	26.39	26.64
Resident Assistant	13.20	13.45	13.70	13.96	14.21	14.46
Resident Assistant II	14.21	14.46	14.72	14.97	15.23	15.48
Bus Driver	12.18	12.43	12.69	12.94	13.20	13.45
Housekeeper I	12.18	12.43	12.69	12.94	13.20	13.45
Housekeeper II	13.20	13.45	13.70	13.96	14.21	14.46
Facility Services Tech	16.86	17.11	17.37	17.62	17.87	18.13
Pharmacy Tech	14.97	15.23	15.48	15.73	15.99	16.24
Certified Pharmacy Tech	16.44	16.70	16.95	17.20	17.46	17.71
Dietary Aide I	11.28	11.53	11.78	12.04	12.29	12.55
Dietary Aide II	12.00	12.25	12.50	12.74	12.99	13.25
Dietary Aide III	13.23	13.48	13.73	13.99	14.24	14.49
Production Cook II	13.20	13.45	13.70	13.96	14.21	14.46
Production Cook III	14.21	14.46	14.72	14.97	15.23	15.48
Production Cook IV	15.23	15.48	15.73	15.99	16.24	16.49

MEMORANDUM OF UNDERSTANDING

The parties agree that the revised attendance policy will be attached to the back of the collective bargaining agreement with language to the effect that employees should check with Human Resources to insure the attached policy is still current. The parties further agree that pursuant to Article 5, Section 5.1 the Employer may modify its attendance policy. The employer agrees that before implementing any changes to its current attendance policy it will provide the Union with thirty (30) days written notice of the intended changes. Upon request by the Union, the Employer will meet with the Union and negotiate over the attendance policy. If the parties are unable to reach an agreement within seven (7) calendar days of the commencement of the negotiations, the Employer may put the attendance policy into effect. In the event the Union believes the attendance policy is unreasonable, it may skip the grievance procedure and initiate arbitration over the new attendance policy pursuant to Article Seven, Section 7.6.

For Oakwood:

For the Union:

Kathy Groth, Vice President of Human Resources

Ramona Argandona, President

Side Letter of Agreement -

Scheduling of Open Shifts

Oakwood is in the process of implementing/utilizing alternative (i.e. electronic) means of posting schedules and communicating the filling of open shifts to its employees. Various departments are at different stages of this transition. Until that transition occurs in a department Oakwood will for purposes of Article 9, Section 9.8, post paper copies of the schedules within the department and make paper copies available within the department upon request of a Staff Member. Additionally, until the transition occurs within a department, pursuant to the second to last paragraph of Article 9, Section 9.9, a paper copy of the revised schedule shall be posted in the department. Any remaining open shifts shall be filled on a first-come, first-served basis with contact to on-call and per diem staff members notifying them of the open shifts. When the transition in a department is ready to be completed, Oakwood will provide fifteen (15) calendar days, excluding Saturdays, Sundays and HTSDs notice to the Union. Upon request by the Union, the Employer will meet and confer regarding the transition.

Side Letter of Agreement -

Training

Issues relating to training of bargaining unit employees (UE 7 and U 5) are referred to Labor Management for further discussion. If the parties reach an agreement on these issues, the parties may agree to implement their agreement pursuant to a Memorandum of Understanding during the term of the labor agreement. The parties will agree to discuss training pay during the reopener on dental and vision insurance providers.

Side Letter of Agreement -

Facilities Services On-Call

The parties agree that they will collect and review data concerning on-call and on-call pay for Facilities Services Employees during the first year of this agreement. Based on that review the parties may recommend cost neutral adjustments to labor contract provisions or other practices concerning on-call and on-call pay.

Side Letter of Agreement -

Prairie Ridge Dietary Internship

MEMORANDUM OF UNDERSTANDING
SEIU HEALTHCARE WISCONSIN and
OAKWOOD LUTHERAN HOMES
Prairie Ridge Dietary Internship Program for 2019

SEIU Healthcare Wisconsin (Union) and Oakwood Lutheran Homes (Oakwood) agree on a one year trial basis that Oakwood may participate in an internship program whereby a student from the Sun Prairie High School, recommended by Feist Vocational Counseling and Placement LLC, will be selected to be an intern at Oakwood's Prairie Ridge campus in the role of Dietary Aide I.

It is understood that the intern will not be used to displace regular employees and will be limited to ten (10) or fewer hours per week on three or fewer days per week. The internship program for a particular student shall last approximately three (3) months and may be repeated with the same student or renewed with a different student during the term hereof. The student in the internship shall not be considered a part of the bargaining unit.

It is understood that Oakwood will host this internship but that funding for the internship will be provided by the State of Wisconsin Workforce Development.

This Memorandum of Understanding may be extended upon mutual written agreement of the parties.

For the Union:

For Oakwood

Date _____

Date _____

Side Letter of Agreement -

Annual Communication Meeting

The parties agree that within 90 days of ratification of the collective bargaining agreement and annually thereafter, a meeting will be held with bargaining unit staff members by department for the purpose of evaluating current communication methods utilized within the unit/department.

The meeting will focus on the following discussion points:

- What communication methods are working well within the unit/department
- What communication methods are not working well within the unit/department
- Identify any alternative communication methods and opportunities to improve the communication flow within the unit/department

The union shall appoint one (1) bargaining unit employee from each unit/department to assist in facilitating this annual meeting. The department manager and the appointed staff member will meet to discuss meeting dates and time(s) that supports staff participation from all shifts.

No later than 30 days following the annual communication meeting, the department manager and the appointed staff member will meet to develop a written summary of communication methods utilized in their department. This information will be shared at the monthly labor management meeting.

For the Union:

For Oakwood

Date _____

Date _____

Side Letter of Agreement -

Morale Issues

SEIU Healthcare Wisconsin (Union) and Oakwood Lutheran Homes (Oakwood) agree to the following items discussed during the 2018-2019 contract bargaining:

1. Managers shall communicate with their staff when they will be on PTO and prior to leaving for the day. This communication shall also include who Staff members need to contact and what to do in case of emergency.
2. Oakwood shall ensure that there are enough computers for staff to use and maintain the computers.
3. Facilities Services employees on the Prairie Ridge campus and their supervisor shall meet monthly to develop a short term and long term plan for a suitable maintenance work area and a shipping and receiving dock. Updates on the plan will be reported regularly at Labor Management meetings.
4. Oakwood shall ensure that pathways to and around garbage dumpsters are plowed during the snow season.
5. On an annual basis staff will be given an opportunity to participate in an anonymous process that will include an opportunity to provide feedback concerning supervisors and managers. The aggregate results of the process will be shared in the labor management committee meetings.

The annual process is in addition to employee opportunities to address workplace issues through Human Resource Department's open door policy.

For the Union:

For Oakwood

Date _____

Date _____

Economic Agreement - Implementation Notes

YEAR ONE: (Effective at the first full pay period following contract ratification)

Provide a pay adjustment for starting rates on the grid for bargaining unit positions of 1% for Employees 1-5 years –fill out remainder of wage schedule with 25 cents per step, unless those positions are receiving additional market adjustments to starting rates as indicated in the Attached Appendix A.

Employees off the wage grid will receive an adjustment of 3%

Anniversary step increases for years 1-5 for employees who have an anniversary date after March 16, 2019 will be implemented the first full pay period following contract ratification (March 17).

If an employee is at Step 5 on the grid as of January 1, 2019, the employee will be placed at the new Step 5 and then will receive a general increase of 3% to move off the grid.

Current RAs that are certified as CNAs move to CNA rate.

CNAs that are hired are paid at CNA rate for all levels of care (IL, AL, and SNF).

HEALTH INSURANCE (effective 1/1/2019)

No changes to provider and no changes to plan design except increase Prescription out-of-pocket maximum from \$2000/\$4000 to \$2350/\$4700. Increase specialty drug co-pay from \$50 to \$200.

DENTAL INSURANCE (effective 1/1/2019)

Change dental provider to Delta Dental of Wisconsin.

YEAR TWO: (Effective on first payroll of the year)

Increase all rates (on and off grid) by 1.5% or by such greater amount as provided in a general increase to other employees of the employer (excluding any market adjustments)

Create two new longevity steps in Section 20.7: Implementation will be on first payroll of the year and will impact eligible employees on their anniversary dates unless as of the first day of the payroll year the employee qualifies for the 15 or 20 year anniversary step:

- Fifteen (15) year anniversary (.35) per hour
- Twenty (20) year anniversary (.40) per hour

The general wage adjustment for year two will be implemented before the longevity step is added.

(For example an employee who has 15 years of service as of the start of the 2020 payroll year will get a general increase (1.5%) followed by a longevity step of 35 cents. An employee who has twenty years of service as of the start of the 2020 payroll year will get a general increase (1.5%) followed by longevity steps of 35 cents and 40 cents.)