

**LABOR AGREEMENT**  
**BETWEEN THI of WISCONSIN HARTFORD LLC**  
**D/B/A THE PAVILION AT GLACIER VALLEY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**HEALTHCARE WISCONSIN, CTW, CLC**

**SERVICE & SUPPORT**

**Term of Agreement**

**May 1, 2019**

**Through**

**April 30, 2022**

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## AGREEMENT

This Agreement made and entered into by and between The Pavilion at Glacier Valley, located at 1900 American Eagle Dr, Slinger, WI 53086, (hereinafter referred to as the "Employer" or the "Facility") and Service Employees International Union Healthcare Wisconsin, CTW, CLC located at 33 Nob Hill Rd., Madison, WI 53713 (hereinafter referred to as the "Union").

## WITNESSETH

Whereas, both parties to this agreement desire to prevent strikes and to facilitate the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the need that the employees, the Union, the Employer, and the general public may be mutually benefitted, the parties hereto contract and agree in good faith with each other as follows:

### ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer, excluding Licensed Practical Nurses, Registered Nurses, professional employees, confidential employees, office clerical employees, guards and supervisors, as defined in the Act.

### ARTICLE 2 INTRODUCTORY PERIOD

Section 1- All employees shall be hired on a ninety (90) calendar day uninterrupted introductory period. At any time during or at the end of the introductory period, the Employer has the option to ask the employee to resign or discharge the employee at will, and such resignation or discharge shall not be subjected to the grievance procedure set forth under this Agreement.

Section 2- During the introductory period, an employee shall have no seniority rights, but at the end of the introductory period, if retained in the employ of the Facility, the employee's seniority shall be computed from the last date of hire.

Section 3- An Employee shall not be entitled to any benefits during the introductory period, but upon completion of the introductory period the employee shall be entitled to all benefits and conditions as a regular employee as set forth in this Agreement.

### ARTICLE 3 NON DISCRIMINATION

Section 1- The Employer and the Union, in accordance with applicable state and federal law, agree not to discriminate against any individual with respect to hiring, compensation or terms and conditions of employment because of such individual's race, religion, creed, color, sex, national origin, age, pregnancy, marital status, sexual orientation, gender identity, political beliefs, Union status or disability or any other protected class.

Section 2- The parties acknowledge that they are subjected to and intend to comply with the requirements of the Americans with Disabilities Act (ADA). Furthermore, in matters of employee disability or handicap, the parties acknowledge that the Employer may take such actions necessary to comply with the requirements of the ADA, and such actions shall not be considered to be a violation of any provisions of this Agreement.

Section 3- The use of the masculine or feminine in this Agreement shall be constructed as including both genders and not as sex limitations.

ARTICLE 4  
STATUS OF EMPLOYEES

Section 1- Regular full-time employees are those normally working thirty (30) to forty (40) hours per week and shall have full rights of the benefits outlined in this Agreement.

Section 2- Regular part-time employees are those normally working less than thirty (30) hours per week.

Section 3- Regular part-time employees working (20) or more hours per week shall receive pro-rated time off benefits as described in this Agreement.

Section 4- An employee's status will not be affected for up to ninety (90) calendar days should their hours be temporarily reduced due to census reductions.

ARTICLE 5  
UNION SHOP

Section 1- No provision of this Article shall apply to the extent that it may be prohibited by Law. In the event that law is amended to permit union shop/security, the following provisions shall be effective:

All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing as a condition of employment. All present employees who are not members in good standing of this Union on the effective date of this Agreement, and all employees who are hired hereafter, shall become and remain members of this Union in good standing as condition of employment on and after the thirtieth (30<sup>th</sup>) day following the effective date of this section, whichever is later, provided however that the Union admits all such employees to full membership.

Section 2- It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from any action taken by the Employer hereunder.

ARTICLE 6  
MEMBERSHIP PAYROLL DEDUCTION

Section 1- The Employer agrees to deduct Union initiation fees and membership dues each month from the wages of those employees in the Union, who hereafter, voluntarily and in writing, authorize the Employer to make such deduction on the form provided by the Union. A copy of the signed deduction form shall be made available for the Employer to process. The Employer will accommodate deductions for credit union savings, if the employees desire a credit union. The amounts withheld will be transmitted to the Union on a payroll period basis by electronic fund transfer along with an electronic spreadsheet (non-pdf) list of the employee by name, pay period end date, and amount contributed.

Section 2- It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article 6, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceeding by any employee arising from any action taken by the Employer hereunder.

Section 3- The employer agrees to deduct COPE contributions on payroll period basis from the wages of those employees who voluntarily authorize the Employer to make such deductions on the form provided by the Union. The amounts withheld will be transmitted to the Union on a payroll period basis by electronic fund transfer along with an electronic spreadsheet (non-pdf) list of the employee by name, pay period end date, and amount contributed.

## ARTICLE 7 MANAGEMENT RIGHTS

Section 1- The management of the Company's facility and operation and direction of the working forces, including but not limited to the right to employ, promote, transfer, layoff, discipline, suspend or discharge for just cause; to assign the work to be performed; to schedule the hours of work; determined and schedule when overtime shall be worked; increase and decrease the workforce; select and determine the number of employees, including the number assigned to any particular work assignment; install and remove equipment; determines the methods, procedures, materials and operations to be utilized or to discontinue their use; to employ additional staff through labor pools when necessary; promulgate; post and enforce reasonable work rules and regulations; select supervisory employees; train employees; introduce new and improved methods of operations; establish, increase or decrease the number of work shifts and their starting and/or ending times; establish and determine job content and qualifications exclusively; assess, maintain, demonstrate and continually improve the competency of employees to meet resident and accreditation needs; set standards of performance of the employees to meet resident and accreditation needs; set standards or performance of the employees, and in all respects carry out the ordinary and customary functions of management-and such is vested exclusively with the Company. The Company retains and reserves the rights it had at law or otherwise not expressly restricted by this Agreement.

Section 2- The Company, in the exercise of its rights and responsibilities, shall observe the provisions of this Agreement where and to the extent that such rights and responsibilities are expressly limited by this Agreement. The Company's exercising any function of management in any particular way, shall not be determined a waiver of its right to exercise such function or preclude the Company from exercising the same in some other manner so long as the same does not conflict with the provisions of this Agreement.

## ARTICLE 8 WORKING HOURS AND OVERTIME

Section 1- The provisions of this Article shall not be constructed as a guarantee to any employee of any specific number of hours of work either per day or per week. The Employer reserves the right to increase or decrease staffing levels and schedules based on fluctuations of the patient census, bona fide business reasons, or circumstances beyond the control of the Facility, including but not limited to acts of God or sanctions by the state or federal agencies. The Employer will make every effort to maintain normal staffing levels; however, employees may be required to work a reasonable amount of overtime as determined by management whether scheduled or due to unscheduled absences.

Employees shall not be required to work on their regular scheduled PTO day off.

Employees shall not be required to work consecutive double shifts; however, they may choose to work consecutive double shifts. A double shall be considered a shift of sixteen (16) hours or more.

Staff CNAs may be mandated for no more than one (1) shift every pay period. CNAs who are mandated shall be paid time and a half; however, if the mandation is for a full shift and causes the CNA to work over forty-eight (48) hours in the week, the CNA will be paid double time for mandation hours.

All volunteer shifts shall be paid at time and one half (1.5) of the employee's regular rate of pay. Employees who call off in a pay period shall forfeit the premium pay for mandated and pick up shifts unless the employee is eligible for overtime pay in accordance with federal or state law.

The facility will attempt to schedule employees off every other weekend. The weekend is defined as Saturday and Sunday for the first and second shift. For the third shift employees, a weekend is defined as Friday and Saturday. Any employee who calls off during the weekend will be required to make up the

number of shifts missed on the next open weekend shift as identified by the facility. All makeup shifts will be on the same shift as the missed shift.

Section 2- The Facility operates twenty-four (24) hours per day, seven (7) days per week. Employees must work weekend and holidays, as scheduled by the Employer. The payroll period shall consist of two (2) consecutive weeks (14) days with payment for hours on a bi-weekly basis. Shift hours will be determined by management based on the needs of the residents and the union will be informed of any changes at least five (5) days before they occur. Schedules shall be posted two (2) weeks in advance. Employees will receive actual notice of changes in their scheduled working hours occurring after the schedule is posted at least five (5) days before. The usual pattern of scheduling for regular full-time (1.0 FTE) employees will be five (5) eight (8) hour shifts within a seven (7) day period. Employees may not clock in more than 5 minutes prior to the start of their shift without authorization from the supervisor.

Section 3- Within twenty four (24) to forty eight (48) hours of the posting of a new schedule, the Facility will post a list of available hours on which employees may indicate their desire to work. The facility will first attempt to fill the vacancy without using overtime by offering on a rotating basis by seniority the work to full-time and part-time employees in the classification or any other qualified bargaining unit employee that has signed up as available to work and it would not result in overtime. If no such bargaining unit employees have signed up as available to work, then the available hours will be offered to casual employees that have signed up for the work and it would not result in overtime. If the vacancy is still not filled and overtime must be used the Facility will offer such overtime hours on a rotating basis by seniority to employees: First to part-time employees or full-time employees in the classification; Second to other bargaining unit employees qualified to perform the available work; Third to Casual employees qualified to perform the available work and Fourth to agency employees. Employees whose extra assignments are cancelled will be given as much notice as reasonable, but at least twenty-four (24) hours.

When an employee has volunteered to work on a scheduled day off and discovered he/she cannot keep the commitment, he/she will be responsible for finding his/her own replacement.

Employees shall not be bumped from their regularly scheduled shift and days of week regularly worked by any contracted employees.

Employees who volunteer to pick up extra shifts shall not be required to work extra hours on the date of the shift pick up. When any bonus for picking up additional hours or shifts is offered by the Employer, the amount and period of time the bonus(es) is effective shall be posted and bonus(es) shall be awarded in a consistent and equitable manner. Any employee who has agreed to pick up hours/shifts prior to the bonus being offered, but during the effective period for the bonus(es), shall be eligible for the bonus(es), as if the employee had picked up after the posting.

When a vacancy occurs within 24 hours of the beginning of a shift, the Employer shall:

1. Attempt to fill open hours with agency employees; however, if an employee volunteers to pick up the shift, the agency employee shall be cancelled.
2. Exhaust the voluntary extra hours list.
3. Offer hours to bargaining unit Employees. As indicated in section three.
4. Offer hours to casual Employees.
5. If no volunteers are secured, overtime will be mandated.

When employees need to be mandated, mandation will be done on a rotating seniority basis, starting with the least senior employee. When an employee voluntarily picks up a shift, they will move one spot back in the mandation rotation list. Employees may refuse mandation once per quarter.

Section 4- Employees will be paid at the rate of time and one-half (1 1/2) for hours worked in excess of forty (40) hours in a work week. If an Employee has already worked their scheduled shift and is mandated to work, they will be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8)

hours in a day or eighty (80) in a two-week payroll period. Each employee will be given at least one (1) day off per week.

Section 5-

- a) If an employee reports to work on his/her day off, and is sent home by the Employer before the end of the shift without having worked (4) hours, he/she shall receive four (4) hours pay.
- b) An employee who agrees to come in to work less than four (4) hours, or who is available to work less than four (4) hours, shall be paid only the actual hours worked.

Section 6- Employees covered by this agreement shall not suffer a reduction in regular scheduled hours or shifts due to the employer's commitment to agency or temporary employees.

ARTICLE 9  
ASSIGNMENTS OF WORK

Section 1- The Union recognizes the right of the Facility to its exclusive choice in its selection of supervisory employees (as defined by the Act), and the Facility agrees that such supervisory personnel shall not perform work on bargaining unit jobs where the effect is to deny an employee work to which he/she would otherwise be entitled. Supervisors will not displace or replace a regular employee of the bargaining unit except where such work arises:

- a. In the course of their supervisory duties;
- b. To instruct or help train employees;
- c. To assure proper standards of work and job performance;
- d. To temporarily cover for absences or other employee changes which may necessitate short "fill ins" not to exceed eight (8) hours in any scheduled shift;
- e. To overcome difficulties and to avoid interruption of schedules;
- f. In experimental and development work;
- g. To protect the safety of patients, employees and equipment.

It is further recognized that there is an overlapping of duties in a nursing home among registered nurses, nursing assistants and licensed practical nurses and that nothing herein shall prevent each from performing duties normally performed by their respective profession.

Section 2- The Facility, in order to maintain the best operating efficient, adequate service for the welfare of its residents and to insure economy of operation, shall reserve the right to change shift assignments and to temporarily transfer employees from department to department, floor to floor, or area to area. In accordance with Facility practice and procedures, assignments cannot be considered to be permanent and inflexible. Changes in shift assignments shall be made only in cases of emergency or with the consent of the affected employee. Such changes or transfers shall not be made in an arbitrary manner.

Section 3- Floating: When it is necessary to float CNAs to different assignments, the facility will make every effort to float them in the following order:

1. Contracted employees;
2. Casual employees;
3. Regular employees in reverse seniority order; however, an employee still in orientation may only be floated with a mentor.

Considerations such as acuity, how many employees vs. agency are on the hall, and the employee currently providing coverage for the hall may be considered.

## ARTICLE 10 UNION RIGHTS

Section 1- Provided twenty-four (24) hours of notice is given, a designated representative of the Union shall be allowed to visit the premises of the Facility for the purpose of ascertaining whether this Agreement is being observed. The dates and times of the visitation will be identified in the notice. The Union Representative shall report to the front desk, and if after hours to the Charge Nurse. Such representative shall not interfere with the normal conduct of work, resident or visitors to the Facility and the Union representatives shall be limited to non-work areas of the Facility. In the event the Administrator or other management official is needed for the purpose of resolving or preventing a grievance resulting from information obtained during the visit, the Union may request a meeting with management and will not be unreasonably denied. If management is not available, the Union will request a time to meet and an appointment shall be scheduled within a reasonable time following such notice.

Section 2- Except as expressly provided in this Agreement, there shall be no distribution or posting of any literature or other writings, and no meeting of any kind for any purpose on Facility premises. The prohibition shall not extend to conferences called and conducted by the Facility.

Section 3- The Facility shall permit the union the use of designated Bulletin Board for Union matters pertaining to this Agreement. This bulletin board shall be furnished by the Union. The Employer shall contact the Union regarding any item posted on the bulletin board for review before removing.

Section 4- The Facility recognizes the right of the Union to designate stewards and/or alternates from the Facility's seniority list. The authority of Work Site Leader and/or alternates so designated by the Union shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances to his/her Employer of the designated Company representative in accordance with the provisions of the collective bargaining agreement;
- b. The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing or are of a routine nature.

Section 5- Every employee has the absolute right to meet with their Work Site Leader when an employee believes that she/he has a grievance. Activities as a Work Site Leader shall in no way interfere with any assigned duties of any employee. Furthermore, the Employer shall permit a Work Site Leader a reasonable amount of time on regular duty status to process grievances and to consult with appropriate supervisors and management officials. The Work Site Leader shall ask for permission from their immediate supervisor before leaving their job.

Section 6- Union Orientation. A Union Work Site Leader shall have up to twenty (20) minutes to present during new employee orientation to introduce new bargaining unit members to the Union. Such orientation may not create overtime for employee/facility.

## ARTICLE 11 SENIORITY

Section 1- An employee shall have no seniority during his/her introductory period, but upon successful completion of the introductory period, seniority shall be retroactive to the last date of hire.

Section 2- In the event of an indefinite layoff of an employee, the Employer will give at least five (5) working days' (excluding weekends and holidays) notice prior to the layoff date.

Section 3- Seniority shall be terminated for the following reasons:

- a. Discharge, resignation or retirement;

- b. Layoff exceeding twelve (12) consecutive months, refusing recall from layoff or failure to report to work within seventy two (72) hours after being recalled from layoff;
- c. Obtaining a leave of absence under false pretenses, taking other employment during a leave of absence, or exceeding an approved leave of absence;
- d. Absence from work for a period in excess of six (6) months, regardless of the reason therefore.

#### Section 4-

- a. The Employer will make current seniority lists available for inspection by the Union at all reasonable times. The Employer will furnish in an excel spreadsheet (non-pdf) by electronic mail to the Union and the Union Coordinator a seniority list giving the employees' ID number, last name, first name, middle initial, birth date, gender, ethnicity, home telephone number, cell phone number, home street address, home city, home zip, home email address, job title, employment (full or part-time) status, wage rate, shift, normal weekly hours worked, seniority date and date of hire on a bimonthly basis, provided the information is available to the Employer.
- b. Each month the Employer shall send by electronic mail an updated list of employees who have been hired or terminated or have had their employment status changed in the previous two (2) months.
- c. Employees are required to notify the Employer as to change of their address. The Employer will forward by electronic mail any such address changes on a bimonthly basis to the Union.

#### Section 5-

- a. A temporary employee is one who is employed for a period not to exceed four (4) calendar months. After four (4) calendar months, a temporary employee will be eligible to become a member of the Union.
- b. A temporary employee may be assigned to any job classification for which he/she may be capable of handling and will be paid a starting rate in line with contract provisions applicable to regular employees.
- c. A temporary employee who elects to become a permanent employee at or before the expiration of his/her temporary employment period shall have his/her seniority date commence with the employment date.
- d. A temporary employee shall be laid off before any part-time employees or regular employees are laid off within a job classification.
- e. The Employer may utilize and maintain casual employees, who shall not be hired to replace bargaining unit members and who shall remain exempt from the bargaining unit and all Union dues requirements. Casual employees shall be limited to a maximum of forty (40) hours per pay period to work scheduled work, but may work unscheduled or uncovered fill-in hours without limitation. The Employer shall limit the number of casual employees in each department to eight (8). It shall be the Employer's responsibility to call in or schedule casual employees. Casual employees who have worked in excess of forty (40) hours per pay period for four (4) consecutive pay periods, and are not working hours belonging to another employee due to a protected leave, shall become regular part-time or full-time employees and subject to the terms of this Agreement.
- f. When an opening exists for regular part-time or regular full-time personnel, casual employees shall be able to bid on such job openings if no bargaining unit employees are interested. All casual employees assuming a regular part-time or full-time position who have been employed in that capacity for a minimum period of six (6) months shall be eligible to become a member of the Union immediately and will not be required to serve an introductory period.

## ARTICLE 12

### GENERAL PROVISIONS

Section 1- It is agreed that the Employer and employees in the described bargaining unit will not be permitted to enter into any individual agreement or contracts among themselves, individually or collectively, unless sanctioned by the Union.

Section 2- Instruction and orientation will be the responsibility of supervision. As new techniques are developed, supervisors will provide instruction. After the employee has received the required orientation, he/she will be expected to maintain the performance standards set by the facility.

Section 3- The Employer agrees to pay all cost in regard to pre-employment physicals and x-rays, and recurring x-rays, as long as the employee utilizes the Employer's contracted physician. A yearly physical will no longer be required, but employees will be re-tested for TB infection based on prevalence of TB in the community and the likelihood of exposure to TB in the Facility (per HS S-132). TB testing will be at the Employer's expense.

Section 4- Employees will individually and collectively render loyal, efficient, courteous, and safe service to the Employer. They will cooperate with the Employer and each other in advancing the welfare of the Facility and proper service to residents at all times. Employees will be treated with courtesy in the performance of their jobs.

Section 5- If injured on the job employees are to receive pay for the remainder of their scheduled shift. To be eligible, an employee's injury must be serious enough to require hospitalization or a note from a physician or emergency room not to return to work for the day.

Section 6- Each employee shall at all times keep the Employer advised in writing of his/her current telephone number and the current residence at which mail may be received by such employee. In the event of a recall, the Employer's obligation is limited to mailing a registered or certified letter to the employee's last known address. The facility shall not give out telephone numbers unless the employee authorizes it in writing.

Section 7- The Union agrees that the facility may implement a pre-employment and reasonable cause drug/alcohol testing program for bargaining unit personnel and from time to time make modification to the program. The terms of which shall be provided to the union at least ten days prior to the implementation or modification of the program. All employees are subject to drug and alcohol testing only for reasonable cause/suspicion. All testing will be at the company's expense.

Section 8- No employee shall be allowed to work or remain on the Company's or Customer's premises while taking a controlled substance that visibly impaired the employee's ability to work or is under the influence of alcohol or is with illegal drugs in his system or in his possession. Employees suspected of illegal drug use, alcohol use or use of a controlled substance which has visibly impaired the employee's ability to work or that is in possession of illegal drugs may be required to take a drug test or submit to searches, as the Employer deems necessary in its sole and exclusive discretion. Failure to take a drug/alcohol test or submit to searches when requested will result in immediate termination.

An employee under the influence of illegal drugs and/or alcohol or a controlled substance without a valid prescription for its use during working hours shall be cause for immediate dismissal. Possession, use or the presence in the body of illegal drugs or a controlled substance without a valid prescription for its use, during working hours shall also be cause for immediate dismissal.

## ARTICLE 13

### REST PERIODS

All employees shall be entitled to a fifteen (15) minute break for each four (4) hours worked. Break periods are to be scheduled by Department supervisors.

**ARTICLE 14**  
**WAGE SCHEDULES**

Section 1-

Position – starting wages	Experience	Wage
Certified Nursing Aide (CNA)	0-2 years experience	\$15.00
	3-5 years	\$15.50
	6-9 years	\$16.00
	10-14 years	\$16.50
	15+ years	\$17.00
Cook	0-3 years experience	\$13.00
	4-5 years	\$14.00
	6-9 years	\$15.00
	10-14 years	\$15.50
	15+ years	\$16.00
Dietary Aide	0-3 years experience	\$12.00
	4-5 years	\$13.00
	6-9 years	\$14.00
	10-14 years	\$14.50
	15+ years	\$15.00
Activity Aide	0-3 years experience	\$12.00
	4-5 years	\$13.00
	6-9 years	\$14.00
	10-14 years	\$14.50
	15+ years	\$15.00

Effective the first full pay period after the ratification of the contract employees will be placed on the wage scale above based on their verified years of experience or receive a two percent (2%) wage increase, whichever is greater. No employee's wages shall be reduced as a result of this provision. Employees hired between May 1, 2019 and the ratification of the contract will remain at their current wage rate, unless they are below the minimum rate for their job classification, in which case they will be increased to the new minimum rate.

Employees who are at or will meet the cap will follow the wage cap rules in Section 3 below.

Employees with at least one (1) year of employment as of December 1, 2019 will receive a ratification bonus as follows:

Full-time: \$500

Part-time: \$200

Certified Medication Aides (CMA) shall receive an additional two dollars (\$2.00) over the CNA wage rate. Employees on the PIB program shall receive an additional one dollar (\$1.00) per hour above their base rate.

On the first full pay period after October 1, 2020 and October 1, 2021, all non-probationary employees shall receive a wage increase as follows:

10/1/20: 1%

10/1/21: 1.5%

At that time, if an employee has increased to a level of years of experience equivalent to a higher step on the wage scale in Section 2, they will be increased to that step of the scale instead.

After the ratification of the contract, new hires shall be credited for proven prior experience. New hires with no prior experience shall be hired at the base rate for their job title. New hires with proven prior experience shall be hired at the tier of the hiring scale corresponding to their years of experience.

Section 2- Wage Cap: Employees that are at or will reach \$19.00 (21.00 for employee's accepting Pay In Lieu of Benefits) will not receive any additional compensation based on current rates for positions for the duration of this contract.

Employees who are at the wage cap will receive a bonus based on the number of hours worked during the prior six (6) months and based on the increase amount. After each six (6) month period of the year (January-June and July-December), employees at the wage cap would be paid a bonus equal to the number of hours worked in that period, times the amount their most recent across-the-board increase would have been.

Section 3- If a training position is assigned by management, the assigned employee shall receive one dollar (\$1.00) per hour above their normal rate for up to forty (40) hours per employee training. Employees shall only be assigned to train one new employee at a time.

Section 4- If the Employer intends to increase wages and/or benefits of employees during the term of this Agreement, the Employer shall meet and confer with the Union prior to making such increase in wages or benefits. Such increase will be credited towards any general wage increase provided for in this Agreement.

Section 5- It is agreed that no current employee will earn a rate less than the applicable scale rate.

Section 6- Employees who work a weekend shift (i.e., 10:30 p.m. Friday through 10:29 p.m. Sunday) shall receive a weekend differential of one dollar (\$1.00) per hour. Weekend program employees that receive a premium rate will not receive that weekend differential.

Section 7- Employees who have a perfect attendance and tardiness record for a defined three-month period will be eligible for an attendance bonus of \$50.00. Absences due to vacation and scheduled holidays off will not be counted as an absence for purposes of this article.

Section 8- Pay in Lieu of Benefits: (PIB) Benefit eligible employees may opt for an hourly rate as stated above in lieu of benefits at the time of hire or one time a year during open enrollment. Employees must be able to confirm that they have current coverage under a medical plan. Employees who exercise this option will not be eligible to receive any of the contract benefits (insurance, PTO, Weekend & Shift differentials or bereavement pay) afforded regular full-time employees except that they will be paid for all overtime hours as defined by the contract. At the Employer's option part-time employees may be allowed to participate in the PIB program at a lesser rate than full-time employees to be determined by and in the sole discretion of the Employer.

Section 9- Shift Differentials: All employees working hours on the PM or NOC shift shall be paid a shift differential of fifty cents (\$0.50) per hour. For purposes of this Section, PM shift hours shall begin at 2:15pm.

ARTICLE 15  
TRAINING PROGRAMS

The employer may require employees during working hours to attend in-service programs deemed necessary for the improvement of patient care. Employees attending the above in-service programs who must stay more than fifteen (15) minutes past the end of their shift shall be paid time and one-half (1 1/2) for such overtime. Employees who attend in-service meetings on their scheduled days off will be paid a minimum of one (1) hour at straight time.

ARTICLE 16  
ATTENDANCE

Section 1- Absence Without Notification: Any employee who absents himself from work for two (2) or more no call/no shows within a twelve (12) month period without any notice to the Direct On-Duty Supervisor shall be subject to discharge.

Employees who call in but do not provide proper notice shall have an additional one-half (1/2) of an absence point for a total of one and a half attendance points (1.5) added to their total number of absence points. To be considered proper, notice of absence must be given by the employee at least one (1) hour prior to the start of the shift beginning between 5:00 a.m. and 8:00 a.m. and at least two (2) hours prior to the start of the other shifts.

Section 2- The disciplinary process, as referenced in Article 18, Section 5, shall be used when issuing attendance-related disciplines.

ARTICLE 17  
REQUEST FOR HOURS

Employees working less than twenty (20) hours per week may request and receive (based on seniority) scheduled hours/shifts, which become available due to termination of employees before the employment of new hires.

ARTICLE 18  
DISCIPLINE & DISCHARGE

Section 1- The Employer has the right to discipline or discharge for just cause.

Section 2- The Employer shall provide written notification of disciplinary warnings, suspensions or discharges to the employee as soon as possible after the discipline. The employee shall sign the copy of the disciplinary form. Signing this form is not admitting that the employee agrees with the discipline.

Section 3- The Employer shall send a copy of all disciplines, suspensions and discharges to the Union within three (3) business days via electronic mail.

Section 4- Disciplinary notices in excess of twelve (12) months shall not be considered in progressive discipline.

Section 5- Progressive Discipline: When employees are being disciplined, progressive discipline shall be used. The progressive discipline steps are as follows:

1. Verbal Warning (documented)
2. Written Warning
3. Final Warning
4. Termination

The discipline level will be determined based on the severity of the situation.

## ARTICLE 19 GRIEVANCE PROCEDURE

Definition- A grievance shall be any dispute or complaint regarding the interpretation, application of or compliance with any provision(s) of the Agreement and shall be adjusted according to the procedure hereinafter provided.

Section 1- Should a dispute arise between the Company and the Union concerning the application or interpretation of any express term(s) or provision(s) of this Agreement, it shall be processed in the following manner.

Step One: The Union shall immediately after knowledge thereof, but in no case later than ten (10) working days after the event giving rise to the grievance, file a grievance in writing to the Administrator or his/her designee. The Administrator and the Union's Representative will schedule a meeting to discuss the grievance. The Administrator will respond in writing within ten (10) working days from the date of the meeting with the Union's Representative, with a copy of said response served upon the Union's Representative and Work Site Leader.

Step Two: If there is no satisfactory settlement of the grievance at Step One above, the employee or the Union may appeal in writing (by electronic mail or facsimile) to the HR Consultant or his/her designee within ten (10) working days from the Administrator's answer at Step One. The HR Consultant or his/her designee will answer the grievance within ten (10) working days from receipt thereof. The parties may by mutual agreement, schedule a meeting in an attempt to resolve the grievance.

Step Three: If the grievance has not been satisfactorily resolved, then either party who desires arbitration shall, within fifteen (15) calendar days after the answer at Step Two, request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven Arbitrators. The parties may mutually agree to utilize the Wisconsin Employment Relations Commission (WERC) instead of the FMCS. Upon receipt of the panel, the Facility and the Union will select an Arbitrator by alternately striking one (1) name from the panel until only one (1) name remains. The one remaining name will thus become the Arbitrator. Such request to the FMCS shall be in writing, dated, and setting forth the Article of the Agreement allegedly violated, and a copy of such request shall be served on the other party.

Section 2- The limitations provided for under this Article can be extended by mutual written agreement of the Union and the Company. In the event of the failure of either party to comply with the time limitations hereinabove provided, a grievance shall either be deemed to be settled or withdrawn or affirmatively accepted or approved, as the case may be.

Section 3- The Arbitrator appointed shall have no power to add to or subtract from, modify, alter, amend or ignore in any way term or condition of this Agreement. The Arbitrator shall consider only specific issue(s) submitted to him/her and shall confine his/her decision to a determination of the facts and interpretation and application of this Agreement.

Section 4- The Arbitrator shall conduct the hearing as promptly and practicable after his/her selection as the Arbitrator. The arbitrator shall issue a decision within a reasonable time, but in no case later than sixty

(60) days after the date from the close of the hearing. The arbitrator's decision shall be in writing with a statement of the basis and reasons for the decision.

Section 5- Only one (1) grievance shall be submitted to an 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.

Section 6- The Arbitrator's decision shall be binding on the Company, the Union and the employ(s), unless either party seeks a review of the Arbitrator's decision in a court of competent jurisdiction when it appears the Arbitrator exceeded his/her authority. In the event either party seeks review of the award, the filing of the petition seeking review shall operate as a stay of the decision until such review is concluded. In any case, an appeal of the Arbitrator's decision shall be perfected within 90 days from the date of the decision.

Section 7- The Company and the Union shall each pay the fees and expenses of their respective witness and representatives. The Company and the Union shall equally share the cost of a transcript record of the proceedings, the cost of the hearing room and the authorized fees and expenses of the Arbitrator. In the event the parties choose not to utilize a stenographic record, the parties shall be permitted to tape record the proceedings.

## ARTICLE 20 NO STRIKE/NO LOCKOUT

Section 1- During the term of the Agreement, the Union and its members shall not, for any reason, cause, participate in or permit its members to cause, take part in, or in any manner threaten, encourage, or sanction any strike, slowdown, sympathy strike, sitdown, stay-in, walkout, or any other action which shall restrict, curtail, interrupt or interfere with work or the operation of the Employer's facility or elsewhere.

Section 2- Any employee who violates Section 1 of this Article shall be subject to discharge or other disciplinary action. In the event there is any strike, sympathy strike, slowdown, walkout, work stoppage, picketing, handbilling or other interference with the Facility's operation in violation of Section 1, neither party shall negotiate upon the merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have resumed.

Section 3- In the event any violation of this Article occurs, the Union shall promptly notify all employees that the strike, sympathy strike, slowdown, picketing, handbilling, walkout or work stoppage, or other interference with the Facility's operations is prohibited by this Article and is not in any way sanctioned or approved by the Union. The Union shall endeavor to promptly order all employees to cease and desist from engaging in such conduct and return to work.

Section 4- The Facility shall not lockout any or all of its employees during the term of this Agreement.

## ARTICLE 21 NEGOTIATING COMMITTEE

The negotiating committee will be credited for hours lost in negotiations as hours worked for vacation and holiday purposes.

## ARTICLE 22 PAID TIME OFF

Section 1- Paid time off may be used by employees for holidays, vacations, personal business, rest and relaxation, illness or disability. The plan year begins with the first pay period in January and continues for a total of twenty-six (26) pay periods.

Section 2- Full-Time and Part-time employees will accrue paid time off (PTO) after ninety (90) days of active employment.

Section 3- Paid Time Off (PTO) for a Scheduled Absence must be requested by submitting the written request form to the Department Head by the 15<sup>th</sup> of the month for the following month, except in emergency situations. Requests may be made in whole or half day units. In scheduling and approving Paid Time Off, the Department Head will be responsible for balancing the employee's interests with the Facility's need to ensure proper staffing and quality patient care. Where a conflict arises between two or more employees regarding selection of PTO dates, the Supervisor/ Department Head should make the determination on the basis of seniority.

Section 4-PTO Advance: PTO may be approved by the appropriate supervisor (i.e. Administrator) for use prior to accrual. Employees who have at least one (1) year of service may take up to forty (40) hours in advance (negative time) and it must be accrued back to a zero (0) balance by the end of the calendar year. Employees with less than one (1) year of service may take up to twenty (20) hours in advance (negative time) up to June of the calendar year provided they are employed in good standing (no corrective action). Any employee granted such an advance must sign the PTO Request Form indicating that any negative balance will be withheld from the final paycheck in the event of separation from employment.

Request for advanced PTO pay must be made at least four (4) weeks prior to the start of PTO to be received in their last scheduled paycheck prior to taking Paid Time Off.

**PTO time must be used for scheduled absences when time is available, except in extenuating circumstances as approved by the Administrator.**

#### Section 5- Year End Options

The Facility acknowledges its good faith obligation to endeavor to schedule and staff so that no employee's PTO requests are repeatedly refused such that it would cause PTO to be forfeited. The Facility, the Union and the employees will cooperate with each other to avoid forfeitures.

- a) Deposit unused PTO into an Extended Illness Bank (EIB). Unused PTO will be credited to the employee's Extended Illness Bank. The Extended Illness Bank is not a terminable benefit; or
- b) 401(k) Contribution and Extended Illness Bank (EIB). Employees who have a balance of three hundred sixty (360) or more hours in the EIB will have the option of transferring up to forty (40) hours of accrued unused PTO into the employee's 401(k) plan account. Once so contributed, all such amounts will be vested as are other employee contributions and will be subject to the terms of the 401(k) Plan. This contribution will be based on the employee's then current base rate of pay multiplied by the number of unused PTO hours to be contributed less applicable taxes. Any unused PTO remaining after this disbursement will revert to the Extended Illness Bank. An employee must already have opened a 401(k) account to choose this option); or
- c) Employee Foundation. Employees who have a balance of three hundred sixty (360) hours or more in the EIB will have the option of transferring up to forty (40) hours of accrued unused PTO to the Foundation in the employee's name during the first full payroll period in December of the benefit year. This contribution will be based on the employee's then current base rate of pay multiplied by the number of unused PTO hours to be donated. This contribution will be based on IRS Supplemental pay regulations. Any unused PTO balance remaining after this contribution will transfer to the Extended Illness Bank; or
- d) Cash Out. Starting in 2020, employees shall be entitled to cash out up to forty (40) hours unused PTO with notification to the Employer by no later than November 1 for payout in the pay period

in which December 15 occurs. Employees may not be in their resignation period at time of cashout.

Section 6- Separation from Employment.

- Employees who are laid off for economic reasons will receive one hundred (100%) percent of the balance of accrued PTO.
- Employees who resign within the guidelines and continue to work out their notice period in a satisfactory manner (no call-offs) will receive one hundred (100%) percent of the balance of accrued PTO bank.
- Employees who are separated with just cause due to gross misconduct or violation of policies will forfeit any accrued PTO unless otherwise required by law.
- PTO time may not be taken during the resignation notice period unless such time was already preapproved and may not be used to extend the termination date.
- In the event that the employee has a negative balance at the time of separation, the facility will withhold from the employee's final paycheck the cash equivalent of the negative balance provided that the employee has signed and the facility has retained written authorization from the employee to do so. The deduction may not reduce the employee's hourly rate of pay below minimum wage in accordance with federal and state guidelines.

Section 7- Paid Time Off will not be used in the calculation of overtime.

Section 8- PTO and regular pay are mutually exclusive. An employee cannot be paid both PTO pay and Regular pay for the same shift. An employee also cannot be paid more than eighty (80) hours of PTO pay in any single fourteen (14) day period.

Section 9- Change in Status: An employee who changes status (e.g., PIB) and becomes eligible for PTO will begin to accrue PTO on the effective date of the status change so long as he/she meets eligibility as stated above. Likewise, if the change in status results in ineligibility for PTO, the accrual of PTO will cease on the effective date of the status change and the Extended bank will be cleared and any accrued unused PTO will be paid out at the time of the status change or termination. If an employee is rehired within ninety (90) days of termination or at any time converts to eligible status from ineligible status, then the employee will start to accrue PTO effective on the date of rehire or date of conversion to eligible status. PTO will accrue at rates that are based on years of service.

Section 10- Accrual Rates: The amount of PTO each employee is eligible to accrue is based upon the employee's length of service and the number of hours for which the employee is paid during each pay period.

Leave Accrual:

Full Time Employees (30+ hours per week)

Leave Level	Accrual	Max Days
1	90 days – 2 year (per hours paid)	.05 per hour, max 4.0 per bi-weekly pay period and 13 days max per year.
2	2 year < 5 years (per hours paid)	0.069 per hour, max 5.538 per bi-weekly pay period and 18 days max per year.
3	6 year < 9 years (per hours paid)	0.0923 per hour, max 7.38 per bi-weekly pay period and 24 days max per year.
4	10 year < 14 years (per hours paid)	0.1076 per hour, max 8.615 per bi-weekly pay period and 28 days max per year.
5	15 plus years of Service	.119 per hour, max 9.538 per bi-weekly pay period and 31 days max per year.

Part-time (20-29 hours)

Leave Level	Accrual	Max Days
1	90 days – 2 year (per hours paid)	.0269 per hour, max 2.15 per bi-weekly pay period and 7 days max per year.
2	2 year < 5 years (per hours paid)	0.038 per hour, max 3.07 per bi-weekly pay period and 10 days max per year.
3	5+ years (per hours paid)	0.0576 per hour, max 4.615 per bi-weekly pay period and 15 days max per year.

Section 11- Exclusion of Differentials, Premiums and Bonuses: PTO pay for hourly employees is based upon each employee's straight-time hourly rate of pay, exclusive of any differentials, premiums or bonuses.

Section 12- Extended Illness Bank (EIB).

EIB is to be used in the case of a "serious illness" extending more than three (3) consecutive days in duration. The employee shall not be required to exhaust current calendar year PTO before using the EIB, assuming there is a PTO balance. For purposes of the EIB, "serious illness" will be defined and determined in accordance with the definitions provided under the Family and Medical Leave Act. The Employer reserves the right to require appropriate medical certification as a condition of payment from an employee's EIB. EIB balances will not be paid out upon separation from employment. Under no circumstances should the total number of EIB hours banked exceed seven hundred twenty (720) hours.

Section 13- Unscheduled Absences: PTO may be used by employees to receive compensation for UNSCHEDULED absences. An example of an UNSCHEDULED absence is an event which prevents the employee from reporting to work as scheduled. PTO will be granted for an UNSCHEDULED absence effective the first day of the UNSCHEDULED absence. The use of PTO in this manner does not excuse the absence, and the employee may be subject to discipline and discharge in accordance with applicable attendance and/or disciplinary policies.

Section 14- Leaves of Absence: PTO days may be used concurrently with a personal or medical leave of absence. PTO cannot be used to extend a leave beyond the applicable time limits.

Section 15- Pay in lieu of Benefit (PIB) Employees: PIB employees shall be allotted the same amount of time off based on years of service, as a PTO eligible employee. This time off shall be unpaid.

Section 16- Holidays: Bargaining unit employees will receive 1.5 times their hourly base rate for working Easter, Labor Day, Memorial Day, New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. PTO can also be used for these holidays so long as the employee has PTO available and is approved. If an employee does not work the holiday, the employee may use any accrued PTO for the employee's normally scheduled shift. Holidays for night shift employees begin on the night shift the day before the holiday and will be the day of the holiday for day shift and evening shift only.

ARTICLE 23  
BEREAVEMENT LEAVE

Section 1- A leave of absence shall be granted for the purpose of bereavement, per the following schedule:

<u>Three Days</u>	<u>Two Days</u>	<u>One Day</u>
Parents*	Grandchildren	Brother-in-law
Spouse*		Sister-in-law
Siblings*		Daughter-in-law
Children*Step		Son-in-law
Parents*		Aunt
Grandparents*		Uncle
Mother-in-law*		Ex-Spouse
Father-in-law*		

**\* Three days bereavement leave for those persons living in a spousal relationship (i.e. individuals who may not be legally married but who may, in effect, live as partners).**

Section 2- Eligible days of pay shall be scheduled workdays. Full-time employees shall receive eight (8) hours pay for each day of bereavement leave. Part-time employees shall receive pay bereavement leave on a pro-rated basis. Administration may demand proof of death.

Section 3- For those employees who have completed their introductory period and who work a regular schedule for 30 or more hours per week, a paid bereavement leave of up to three (3) scheduled days off will be allowed in accordance with Section 1 of this Article. Such leave shall be within seven (7) days from the date of death for scheduled workdays not work. An employee requesting bereavement leave under this Section shall complete a leave of absence request supplied by the facility. Employees may request two (2) additional days of bereavement leave without pay in order to travel more than fifty (50) miles from the facility.

## ARTICLE 24 JURY DUTY

In the event that an employee is called for jury duty, time off shall be granted for the actual time said employee must serve. Full-time employees working a regular schedule of thirty (30) hours per week or more will be paid the difference between the pay he/she would normally receive for a period not to exceed ten (10) days from the Employer and the amount received for jury service provided however, an employee must report to work if jury duty does not require his/her full-time attendance. An employee requesting jury duty pay shall complete a leave of absence form provided by the Facility.

## ARTICLE 25 PERSONAL LEAVE OF ABSENCE

Section 1- Employees who have completed their introductory period may apply for an unpaid personal leave of absence for up to a maximum of 30 days in any 12-month period.

Section 2- An employee on a personal leave is not guaranteed reinstatement to his/her position or shift, but will be offered the first available position within the employee's classification for which the employee is qualified. An employee who fails to report for work or is unable to repost to work at the conclusion of a personal leave shall be considered to have resigned their employment. With supervisory approval, an employee may return to work prior to the end of the requested leave period.

Section 3- All requests for personal leave must be submitted in advance of the leave on a form provided by the Facility. Personal leaves of absence shall be granted for extenuating circumstances only and must be approved by the employee's supervisor and the administrator. The Facility shall have the discretion as to whether to grant such requests.

Section 4- An employee who desires to continue health insurance coverage during a personal leave of absence may do so by completing the appropriate forms provided by the Facility and by paying the applicable employee premium on a timely basis. Continuation of health insurance pursuant to this Section shall not exceed 30 days.

Section 5- By reason of such leave of absence under this Section, the employee shall not forfeit or accrue any rights during such leave.

Section 6- Employees on leaves of absence shall not receive holiday pay for holidays falling during such leave.

Section 7- Authorized leave of absence for any purpose shall not affect previously accumulated sick leave or vacation tenure. However, seniority shall accrue for up to eight (8) weeks for employees on workers compensation leaves of absence.

ARTICLE 26  
INSURANCE

Section 1- Employees who work a regular schedule of sixty (60) or more hours per pay period may apply for coverage under the Facility's health insurance plan.

Section 2- The Facility reserves the right, at any time, to determine and modify plan specifications including the amount of employee contribution for its health insurance plan. However, the level of benefits provided under the Facility's health insurance plan shall not be less than the level of benefits provided under the Facility's management and non-union staff, and the employee's contribution rates shall not be more than those charged to the Facility's management and nonunion staff.

Section 3- The Facility will provide term life insurance in accordance with its policy at no cost to the employee for those employees who work a regular schedule of thirty (30) or more hours per week and who apply for coverage.

Section 4- The Employer will make available short term disability insurance to bargaining unit employees provided employees pay 100% of the cost of the insurance should they wish to enroll and/or participate.

ARTICLE 27  
RETIREMENT

Section 1- Employees may participate in the Fundamental Retirement Savings Plan in accordance with the terms thereof, provided the employee is twenty-one years of age and has completed three (3) months of service with the company. It is understood and agreed that any contributions and/or matches will be at the sole discretion of the company's board of directors.

Section 2- All regular full-time employees will be eligible to receive upon retirement or voluntary termination with two (2) weeks notice, a retirement bonus based on years of service at the time of retirement or voluntary termination with notice as indicated below:

<u>Years of Service</u>	<u>Compensation:</u>
Fifteen (15) Years	\$500.00
Twenty (20) Years	\$1000.00

ARTICLE 28  
JOB POSTING AND BIDDING

Section 1- The Facility reserves the right to determine when and if a job vacancy exists, and whether the vacancy should be filled on a full-time or part-time basis.

Section 2- The Facility may temporarily assign an employee to a vacant position until that position is filled under the terms of this Article.

Section 3- When the Facility has determined that a job vacancy exists it will post the job opening for a period of seven (7) calendar days.

Section 4- Employees who are interested in the posted vacancy must sign their name on the posted notice of vacancy within the allotted posting period.

Section 5- An employee may bid on a posted vacancy provided:

- a. He/she has completed his/her introductory period;
- b. He/she has not been awarded a posted job vacancy within the past ninety (90) days, except in the case of an employee awarded a temporary position or a position as a result of layoff;
- c. He/She is not on leave of absence;

d. He/she has not successfully bid on two vacancies within the previous twelve (12) months.

Section 6- Job vacancies will be awarded to the most qualified employee within the classification who bid on the vacancy. Qualifications shall include the applicant's seniority, skill, ability experience and work record, including his/her absenteeism and tardiness record. When qualifications are equal, seniority shall prevail. If no employee within a classification bids on a posted vacancy, then the vacancy will be awarded the most qualified employee bidder from outside the classification.

Section 7- If no employee bids in a posted vacancy, the Facility may fill the vacant position by either transferring a consenting employee or hiring a new employee.

Section 8- The employee awarded the vacancy under the bid procedure in this Article will receive up to thirty (30) calendar days orientation/training period on the vacancy awarded. If, during this orientation/training period, either the Facility or the employee believes that the employee is not capable of performing the awarded vacancy, then the employee will be returned to his/her former job without loss of seniority.

Section 9- If the employee is awarded a vacancy in a classification with a higher Start Rate (Article 14) then the classification the employee holds, then that employee will receive: the new start rate or their current wage rate, whichever rate is higher. If the employee is awarded a vacancy in a classification with a lesser Start Rate (Article 14) than the classification, which the employee holds, then that employee will receive a pay rate which is the average rate of the employees in the bid classification with the same seniority as the employee awarded the bid. If the employee is awarded a vacancy with the same Start Rate (Article 14) as the classification, which the employee held, then the employee will maintain the same rate of pay while working the new classification.

## ARTICLE 29

### FACILITY COMMUNICATIONS COMMITTEE

Section 1- A Facility Communication Committee, composed of not less than two (2) employees with a maximum of four (4) employees, and at least one (1) Union Staff Representative of the Union and at least one (1) representative of the Employer, will meet every quarter or more frequently at the request of either party to discuss Facility issues dealing with workload, quality patient care, infectious disease control, and other non-contractual issues.

Section 2- Five (5) days prior to a meeting, the Employer and employees shall submit items for the agenda in writing to the appropriate committee representatives. After discussion of the agenda items, the Administrator will communicate to committee members the actions she/he deems appropriate as a result of the meeting.

Section 3- Committee member employees who attend the committee meeting while on duty shall be paid. The Committee meeting shall not be subject to the grievance and/or arbitration procedures.

## ARTICLE 30

### SAFETY AND HEALTH

The Employer's Safety and Health Program will include notifying employees regarding precautions recommended against any disease known by the Employer to exist in the Facility including appropriate protective equipment and clothing required and the appropriate contamination prevention procedures and disposal methods/procedures for contaminated materials.

ARTICLE 31  
WORKFORCE REDUCTION AND RECALL

Section 1- In the event that the Facility determines that the workforce needs to be reduced, employees in the affected classification will be given advance notice of five (5) working days (excluding weekends and holidays) and shall be laid off within said classification in the following order: (a) volunteers; (b) casual employees; (c) temporary employees; (d) probationary employees; (e) least senior employees.

In case of layoff involving lease senior employees, the last employee hired in the affected classification shall be the first to be laid off.

Section 2- An employee affected by a workforce reduction shall have the right to bid on a posted job vacancy in another classification consistent with Article 29 of this Agreement.

Section 3- Employees on layoff status will not earn, accrue, or be eligible for employee benefits provided for in this Agreement. Should wage rates and/or benefits change while an employee is laid off, when the employee is recalled from layoff, she/he shall receive the new wage rate and/or benefits commensurate with the employee's seniority earned prior to layoff. Laid off employees shall be entitled to continue health insurance coverage pursuant to the federal law known as COBRA.

Section 4- Employees will be recalled to their affected classification in the reverse order which they were laid off.

Section 5- No new employees will be hired where there has been a layoff until all regular employees laid off shall have been given an opportunity to return to work.

Section 6- An employee affected by a workforce reduction who is awarded a position in another classification will maintain recall rights as outlined under the guidelines of Section 4 of this Article when a vacancy becomes available in the classification from which she/he was previously laid off. Should such employee return to his/her original classification, she/he will maintain his/her original classification seniority, including all time worked in the interim classification. Likewise, should the employee decline to return to his/her prior classification and elect to remain in the new classification, she/he will also maintain his/her original seniority, including all time worked in the prior classification.

Section 7- If a recall to work occurs, the Facility will notify the laid off employee in writing via certified mail, return receipt requested, to the employee's last known address or by telephone call to the employee's last known telephone number with a Union Work Site Leader present.

Section 8- Employees not recalled within twelve (12) consecutive months from the date of layoff or employees who refuse recall or fail to report for work within seventy-two (72) hours after being recalled shall be terminated.

Section 9- If the Facility determines that it must reduce the hours on any shift due to low census, employees in seniority order will be offered the opportunity to take additional time off. If no employee elects to take additional time off, hours shall be reduced in reverse seniority order. Any employee whose hours have been reduced will be given preference to work additional hours on other shifts up to the number or hours for which the employee was normally scheduled to work prior to the reduction.

Section 10- No hours or assignment shall be given to new hires in the affected department before hours are restored to the affected department with reduced hours.

ARTICLE 32  
MILITARY LEAVE

Section 1- Employees enlisting or entering the military or naval service of the United States shall be granted all rights and privileges provided by applicable law.

Section 2- An employee shall notify the Facility of the need for a military leave of absence as far in advance as possible by completing the leave of absence form provided by the Facility. An employee who desires to continue health insurance coverage while on military leave may do so by completing the appropriate forms provided by the Facility and by paying the applicable employee premium on a timely basis.

ARTICLE 33  
LEAVES OF ABSENCE-FAMILY AND MEDICAL

Section 1- All regular full-time and part-time employees who work a regular schedule of 20 hours or more per week, who have completed one year of employment, and have worked at least 1250 hours in the previous 12 month period are eligible for unpaid family or medical leave under this Article.

Section 2- Leave may be granted under this Article for one or more of the following reasons:

- a. because of birth of a son or daughter of the employee and in order to care for such son or daughter;
- b. because of the placement of a son or daughter with the employee for adoption or foster care;
- c. in order to care for the spouse, or son, daughter or parent of the employee, if such spouse son, daughter or parent has a serious health condition;
- d. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Section 3- Leave under paragraphs a, b, c and d of Section 2 shall be limited to a total of 12 weeks during any 12 month period. Leave under paragraph d of Section 2 shall be limited to six (6) during any 12 month period. The entitlement to leave under paragraphs a and b shall expire at the end of the 12 month period beginning with the birth or placement of the son or daughter.

Section 4- In the event that a husband and wife are both employed by the Facility and are entitled to leave for one of the reasons listed above, the aggregate amount of leave to which both employees will be entitled is 12 weeks if such leave is taken under paragraphs a, b, or c of Section 2.

Section 5- For all requests for leave under paragraphs c or d of Section 2, a physician's certification shall be required to support the initial request for leave. The certification shall include the date on which the serious health condition commenced, the probably duration of the condition and the appropriate medical facts concerning the condition. In the case of leave to care for a seriously ill family member under paragraph c, the certification shall include an estimate of the amount of time that the employee is needed to care for the family member. In the case of leave under paragraph d, the certification shall include statement that the employee is unable to perform the essential functions of the employee's position. Verification of the employee's inability to work shall be provided every thirty days.

Section 6- An employee may use up to 10 PTO days prior to unpaid leave of absence under this Article.

Section 7- An employee who returns to work at the end of the leave of absence of three (3) months or less will be reinstated to his/her former position or to a position having a comparable number or hours and pay; provided, however, that in the case of a leave of more than three (3) but less than six (6) months because of the employee's serious health condition, the employee shall not be guaranteed reinstatement to his/her prior position or shift, but will be offered the first available position within the employee's

classification for which the employee is qualified. An employee who does not report to work at the end of a leave of absence or who notifies the Facility that she/he does not intend to return to work will be deemed to have voluntarily resigned.

Section 8- Employees who return from leave of absence must furnish a physician's release verifying their ability to return to work and perform the employee's job duties. An employee shall notify the Facility of his/her intent to return to work at least two weeks prior to the expiration of the leave of absence.

Section 9- An employee requesting leave under this Article shall complete a leave of absence form provided by the Facility. An employee who wished to continue his/her insurance during a leave of absence shall complete an adjustment form and shall make all premium payments in a timely fashion for up to six (6) months; provided, thereafter, coverage may be continued in accordance with the provisions of COBRA.

Section 10- The provisions of this Article shall be interpreted in accordance with the Family and Medical Leave Act.

### ARTICLE 34 ABSENCE DUE TO WORK-RELATED ILLNESS OR INJURY

Section 1- All work-related illness or injuries shall be promptly reported to the employee's supervisor. Should the employee need to be absent from work due to a work-related illness or injury, the employee shall notify the Facility immediately and shall provide the Facility with medical evidence of the employee's inability to work for the full period of absence.

Section 2- The employee shall promptly return from such an absence when the employee is capable of returning to work as certified by the treating physician or if any claim filed for workers' compensation benefits is denied. However, an employee who is absent due to work-related illness or injury is not guaranteed reinstatement to his/her prior position or shift, but will be given preference over other applicants for vacancies such as vacancies occur. Furthermore, as set forth in Article 11, an employee who is absent from work for more than six (6) months due to work-related illness or injury shall lose all seniority and reinstatement fights, but shall be free to re-apply for employment when capable of returning to work.

Section 3- Prior to returning from a work-related illness or injury, the employee shall furnish medical evidence satisfactory to the Facility that the employee is capable of performing his/her job duties. If the Facility disputes the employee's capability to perform his/her duties, the Facility may require the employee to be examined by a physician of the Facility's choosing at the Facility's expense.

### ARTICLE 35 SOLE AGREEMENT AND WAIVER

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that such subjects have been discussed and negotiated, and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

This Agreement supersedes and cancels all previous policy agreements, and this Agreement expresses the complete understanding of the parties on the subject of wages, working conditions, hours of labor, benefits and conditions of employment, and includes all collective bargaining for the term to this Agreement. All employee benefits and rights existing before the effective date of this Agreement are superseded by this Agreement unless expressly continued herein.

This Agreement can be changed only by a written amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or a breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

**ARTICLE 36**  
**SAVINGS CLAUSE**

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, the Facility and the Union will, at the request of either party herein, promptly enter into discussion relative to the particular provision(s). Such agreement shall be reduced to writing and signed by both parties.

**ARTICLE 37**  
**TERM OF AGREEMENT**

This agreement shall be and remain in full force and effect from May 1, 2019 and shall automatically terminate on April 30, 2022. If either party desires to enter into discussions relative to a renewal of this Agreement, such party shall notify the other in writing at least ninety (90) days prior to April 30, 2022.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 30th day of December, 2019.

**The Pavilion at Glacier Valley**

**SEIU Healthcare Wisconsin, CTW, CLC**

\_\_\_\_\_  
Dawn Gordon, Administrator

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Ramón Argandona, President

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Renée Gagner, Staff Representative/Organizer

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Dawn Feldner, Bargaining Team Member

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Michelle Randall, Bargaining Team Member