

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE MANOR OF KENOSHA, LLC**

**AND**

**CHICAGO MIDWEST REGIONAL JOINT  
BOARD - WORKERS UNITED,  
LOCAL 122**

**Effective  
AUGUST 8, 2019  
through  
AUGUST 8, 2022**

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## AGREEMENT

THIS AGREEMENT entered into this 8th day of August, 2019 is effective between MANOR OF KENOSHA WI, LLC hereinafter designated as the "Employer" and the CHICAGO MIDWEST REGIONAL JOINT BOARD-WORKERS UNITED, LOCAL 122 Chicago, Illinois, hereinafter designated as the "Union."

### ARTICLE I

#### RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, rates of pay, hours of employment and other conditions of employment for the term of this Agreement of all regular employees who are normally scheduled to work twenty (20) hours per week or more included in the bargaining unit, described as: All nurses' aides, dietary employees, housekeeping employees, activity employees, laundry employees, and general maintenance employees, employed by the Employer at 3100 Washington Road, Kenosha, Wisconsin, excluding registered nurses, licensed practical nurses, managerial employees, confidential employees, office clerical employees, professional employees, casual employees, guards, certified medication technicians, and supervisors as defined in the Act and all other employees.

1.2 The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Employer's time.

1.3 If an employee drops below twenty (20) hours and resigns from the Union, the employee must stay below the twenty (20) threshold hours to remain as a casual employee. Casual employees are not represented by the Union and will not receive benefits under the Agreement,

including bonus pay detailed in Side Letter "C."

## ARTICLE 2

### UNION/DUES CHECK-OFF

2.1 The Employer will deduct the monthly rate for dues and assessments, in two equal halves in the first two successive pay periods of each month, applicable to each employee who has chosen to join the Union, provided the Union has furnished the Employer with a properly signed authorization on the agreed upon form. The agreed upon form must comply with all applicable legal requirements. The Union shall be responsible for obtaining and submitting the authorization cards to the Employer. The Union will furnish the Employer with an alphabetical check-off list in duplicate each month at least ten (10) days before the first day of the month, indicating thereon the amount due for each employee who has signed an authorization. The Employer shall add to the check-off list furnished by the Union the names, addresses and dates of hire of any employees whose name does not appear on the check-off list furnished by the Union. Names added shall include all new hires scheduled over twenty (20) hours per week and all employees who become scheduled over twenty (20) hours per week. A computer printout sheet shall be submitted with the Union's check on a monthly basis. Upon receiving notification from the Union that an employee has effectively revoked his/her voluntary dues deduction authorization card, the Employer will discontinue deducting monthly union dues and fees from the employee's paycheck. The Union agrees to forward a copy of any employee membership revocation within ten (10) days of receipt of the revocation from the employee to allow the Employer time to adjust any deduction from payroll. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of the Employer's compliance with the provisions of this section.

## ARTICLE 3

### MANAGEMENT RIGHTS

3.1 The management of the facility in all its phases and details shall remain vested in the Employer except as specifically restricted by the written provisions of this Agreement. The Union recognizes that the Employer's rights, powers and authority include but are not limited to the right to determine all matters pertaining to the services to be furnished; the methods, procedures, means, equipment and machines required to provide such service; the nature and number of personnel required; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to let contracts for work or materials to others, to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance either in or out of the facility, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and the exercise of such rights shall not be subject to the grievance and arbitration procedure.

3.2 The Employer shall also have the right to hire, the right to suspend, discipline or discharge for just cause, promote, assign, transfer, layoff and recall personnel; the right to establish and maintain rules and regulations covering the operation of the facility and to determine penalties for violations of such rules; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to determine work loads, to initially determine rates of pay for new classifications which have not been negotiated; provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement and as such they shall be subject to the grievance and arbitration procedures established herein. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer

without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

#### ARTICLE 4

#### STEWARDS

4.1 - The employer agrees to recognize Stewards. The Stewards shall perform the duties described herein. The Stewards shall not initiate or process any grievances or conduct any other union business during work time. There may be up to 2 Stewards from the day shift, 2 from the second shift, and 1 from the night shift. Any Steward shall be allowed to act in place of a regular Steward who is not present. Steward representation for any given issue / grievance will be limited to one. All grievance processing and the conducting of Union business shall be handled either on lunch break, break periods, before the start of their work shift or after the conclusion of their shift. Employees wishing to file grievances shall not do so during work time. Lunch time and break times may be used for the filing and processing of said grievances so long as all employees involved in the grievance filing and processing are not during work time. The employer will cooperate with the Union and its recognized representatives in this matter. Union Stewards will be allowed to attend a reasonable number of necessary negotiation meetings, however, attendance at any such meetings will be without pay. Scheduling adjustments will be made in order to accommodate for the attendance to any such meetings.

4.2 Employer will allow one Union steward up to three (3) days of unpaid leave of absence to engage in Union business (*i.e.*, attend conferences, conventions, workshops or other Union training activities) per contract year, provided the Employer receives at least

fourteen (14) days advanced written notice prior to the leave.

## ARTICLE 5

### GRIEVANCE PROCEDURE

5.1 A grievance is defined to be a dispute between the Union and employer, or between any employee(s) and the Employer as to solely matters involving the interpretation and application of this Agreement. To be considered properly filed, grievances must be given to the Administrator, Human Resources Manager, Director of Nursing, Dietary Manager, Environmental Services Manager or their designee. A designated management grievance representative will be available Monday through Friday from 8:00 a.m. - 5:00 p.m. In the event that an employee has a grievance involving the interpretation or application of this Agreement, there should be an earnest effort on the part of the parties to settle same promptly.

5.2. No grievance should be considered unless it is filed within seven (7) business days (excluding Saturday, Sunday, Holidays) of the occurrence or the time the employee knew of the event of occurrence.

It is agreed that no grievance shall be valid unless filed or appealed within the limits provided herein. However, the parties may, by mutual agreement, extend the time limits at any step of the procedure. Where the grievance has not been appealed or responded to as provided herein, it shall be considered settled on the basis of the last position of records.

Step 1 - An employee having such a grievance shall discuss the matter with his immediate supervisor within seven (7) days of the time of the occurrence of the alleged violation. The employee may have the Steward present for the discussion if the employee so requests. Any employee(s) or grievance representative shall reduce any grievance to writing and submit it to the Supervisor of their respective department or their designee or other designated management as identified in Section 5.1 within seven (7) business days of the occurrence. The designated management representative shall meet or arrange to meet with the grievant and/or the grievance representative to discuss the matter within seven (7) business days of receipt of the written grievance. The

designated management representative shall submit a written answer within seven (7) business days of the meeting.

Step 2 - If the answer is unsatisfactory to the employee, the employee shall file an appeal with the Administrator within seven (7) business days after the receipt of the Step 1 response. The Administrator or designee shall meet with the grievant and the grievance representative or Union representative within seven (7) business days of the receipt of the written grievance. The Administrator shall submit her/his answer within seven (7) business days of the meeting.

Step 3 - If the answer is unsatisfactory to the grieving party, it shall so inform the other party within seven (7) business days of the receipt of the written Step 2 answer. The Employer and the Union shall then within seven (7) business days of such notification from the Union, arrange for a meeting between the Administrator, the company's Divisional Human Resources Director or designee, the grievant, grievance representative and/or a representative of the Union. If the grievance is not resolved at such meeting, the party against whom the grievance was filed will provide the other party with a written Step 3 answer within seven (7) business days.

Step 4 - In the event the answer at Step 3 is not satisfactory, the Union may within seven (7) days after receipt by the Union of the Employer's Step 3 answer, request, in writing, arbitration. Any grievance which has been referred to arbitration upon notice as set forth above, shall be submitted to an arbitrator chosen by mutual agreement or from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service in accordance with its rules and procedures. The panel shall include only names of arbitrators within a one hundred (100) mile radius of the facility. If no agreement is reached on the selection of an arbitrator, he shall be chosen by the strike-off method from the appropriate panel.

5.3 The right to require arbitration shall extend only to matters which involved the interpretation or application of this Agreement. The arbitrator's powers are expressly limited as follows:

- (a) The arbitrator shall interpret, apply and be bound by the provisions of this Agreement.
- (b) The arbitrator shall have no authority or power to add to, detract from, change or modify this Agreement in any respect.
- (c) The arbitrator shall have no power to hear or decide issues other than the one expressly disclosed in the original grievance.

- (d) The arbitrator shall have no authority to hear or determine any dispute involving the exercise of a management right which is within the authority of the Employer as set forth in Article 3, 3.1.
- (e) The decision of the arbitrator shall be final and binding on the grievant and both parties to this Agreement.
- (f) The arbitrator shall have no power or authority to require any greater burden of proof of either party than that required by the greater weight of the evidence. Expenses for the arbitrator shall be shared equally between the Employer and the Union.

5.4 Any grievance not appealed from a decision at one step of this procedure to the next within the time limits specified in the grievance procedure shall be considered settled on the basis of the last decision and not subject to further appeal. Time limitations at any step of the grievance procedure may be extended by mutual agreement in writing signed by both parties.

5.5 For the purpose of the grievance procedure, a "day" shall be deemed to mean a calendar day.

5.6 Any grievance resolution or arbitrator's award that requires back pay shall be offset by any unemployment compensation benefits which the employee received and shall be further offset by any interim earnings.

5.7 If any grievance matter and/or arbitration hearing is the result of action taken by the Employer for an employee's conduct related to a patient, the failure of the patient to appear at any step of the grievance and arbitration procedure shall in no way be considered prejudicial.

## ARTICLE 6

### DISCHARGE AND DISCIPLINE

6.1 After the completion of his probationary period, no employee shall be dismissed without just cause. An employee who has been discharged or disciplined will receive written notice of the discharge, discipline or suspension, giving the reasons for the action, with a copy of the

notice to the Union. Discipline shall normally be corrective, and for less serious offenses, three (3) warnings or other discipline will normally be given prior to discharge, but an employee may be discharged without warning for serious offenses. In imposing current discipline, disciplinary notices will not be considered if they were issued twelve (12) months prior to the most recent disciplinary incident for minor offenses and twenty-four (24) months for major offenses, as defined in the Employee Handbook.

6.2 Should the discharged or disciplined employee consider the discharge or discipline to be improper under this Agreement, a complaint shall be presented in writing to the Supervisor or their designee or other designated management as identified in Section 5.1 within seven (7) days of the discharge or discipline and the complaint must be addressed in accordance with the grievance procedure set forth in Article 5, Section 5.2.

6.3 In the event it shall be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee with seniority and benefits and pay full compensation, partial or no compensation as may be decided under the grievance procedure.

## ARTICLE 7

### SENIORITY

7.1 Seniority shall be defined as an employee's length of continuous service with the Employer since his last date of hire. "Last date of hire" shall mean the date upon which an employee first reported for work since which he has not quit or been justifiably discharged. No time shall be deducted from an employee's seniority due to absences occasioned by temporary absences from work as set forth in this Agreement or layoffs for lack of work except as hereinafter provided.

7.2 An employee's seniority shall terminate:

- (a) If he quits or is justifiably discharged.
- (b) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within three (3) calendar days after a written notice by certified mail of such recall is sent to his last address on record with the Employer.
- (c) If he is absent for two (2) consecutive regularly scheduled working days without notifying the Employer prior to or within such two-day period of a justifiable reason for such absence.
- (d) If he fails to return to work in accordance with the terms of a leave of absence or accepts employment elsewhere while on a leave of absence.
- (e) When he has been laid off for lack of work for a continuous period of time in excess of twelve (12) consecutive months, or his length of seniority, whichever is less.

7.3 All new employees shall be probationary employees until they have worked ninety (90) days for the Employer. There can be a ninety (90) day extension upon written notice by the Employer to the Union office within seven (7) days prior to the expiration date of original 90-day probationary period with the understanding that the additional ninety (90) days are being used for additional training of the probationary employee. The purpose of the probationary period is to provide an opportunity for supervision to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer. At the conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

7.4 The Employer will maintain an up to date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board at least every six (6) months and a copy thereof

shall be given to the Union Stewards and Union office.

- 7.5 When it is necessary to reduce the size of the work force or reduce hours due to census, said reduction shall be made on that specific day. For purposes of layoff or temporary reduction of hours, temporary or casual employees and probationary employees (if any), shall be laid off first, provided the employees who remain are qualified to do all of the work. If further layoffs or temporary reduction of hours are necessary, employees shall be laid off in inverse order by seniority and by job classification. If the employee has greater seniority than other employees within the same job classification, but on another shift, they may request reassignment to the shift and, if the Center honors such request, will displace the less senior employee on that job classification on that shift. Such request must be made within forty-eight (48) hours after notification of a proposed layoff. The Center retains the right to schedule resulting shift changes to the first day of the next succeeding workweek. For the purpose of "recall," the principles applicable to layoff shall be applied, that is, the laid off employee with the greatest seniority in the job classification shall be recalled first.
- 7.6 In a non-emergency situation and with the employee's prior consent, seniority shall not prevent the Center from making temporary transfers within any classification or shift, or from one classification or shift to another, all without regard to seniority for the purpose of promoting efficiency. In an emergency situation, all of the above remains in effect, however, the facility need not obtain prior consent for said change due to the urgency of the matter when required for safety, service, or comfort of residents, or for any other legitimate business reason.
- 7.7 When a new, permanent job classification is created or a permanent vacancy occurs in an existing job classification, the opening shall be posted on the employee's bulletin board and the

door of the HR Manager's office for a period of three (3) calendar days, and employees shall sign only the posting placed on the HR Manager's office door. The posting will contain the minimum requirements for the position. From among those employees who have signed the posting, the position will be awarded to the employee based first on skills, ability, and performance history followed by the more senior employee applying. In the event that two (2) or more employees in the same classification have requested assignment to the shift vacancy, the assignment will be made in the order of their seniority assuming skills, ability, and performance history are equal. In the event that two (2) or more employees are hired in the same year and on the same day, seniority will be determined by the last four (4) digits of the Social Security number of the employee, with the higher number(s) being granted seniority over the lower number(s).

It is understood that the Employer may fill new, permanent job classifications and permanent vacancies in existing job classifications in any manner or by any means which it deems necessary until such openings are permanently filled pursuant to this section. It is further understood that the Employer may permanently fill, in any manner or by any means, openings that cannot be filled by the posting procedure or where there are no employees who have signed the posting that meet the qualifications of the job requirements.

7.8 If an employee is transferred to a position outside the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred outside the unit. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for this Agreement.

7.9 Notwithstanding their position on the seniority list, the Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job they have

the ability to satisfactorily perform and they can work the schedule required.

7.10 Employees who have stated a written preference to work on a different shift will normally be assigned to the shift requested when a vacancy occurs in their classification on that shift. The Employer, may, however, defer or deny a shift preference if it will cause undue problems or difficulty in operations. In the event that two (2) or more employees in the same classification have requested assignment to the shift vacancy, the assignment will be made based on skills, ability, and performance history, followed by the order of their seniority. In the event that two (2) or more employees are hired in the same year and on the same day, seniority will be determined by the last four (4) digits of the Social Security number of the employee, with the higher number(s) being granted seniority over the lower number(s).

## **ARTICLE 8**

### **LEAVES OF ABSENCE**

8.1 Upon proper written application and qualification and after having completed the probationary period, employees shall be entitled to leaves of absences.

Any personal leave of absence that is not captured under the Federal or State guidelines for FMLA will be granted only with appropriate notification, reasonable request, and ability to accommodate by the employee's direct supervisor and approval from the facility Administrator. Such requests must be made in writing with the details of the leave identified for start and completion of said leave as well as the reason for the request. If granted, the employee must use accumulated sick or vacation days for the time off up to its exhaustion and, in the event no days remain or they run out during the course of the leave, the remainder of the leave will be unpaid.

- a) All requests for leaves of absence must be in writing and submitted to the employee's immediate supervisor. All requests should include the reason for the leave, the date the leave is to begin, and the date the employee expects to return to work.
- b) Any employee who while on leave of absence accepts employment with another employer, or goes into business for himself or herself, is subject to discharge for cause.
- c) In the case of illness or injury leave, the employee must use all accumulated sick days and unused vacation as part of the leave of absence.
- d) Any leave granted under this Article because of the birth or placement of a child, because of the serious health condition of the employee or because the employee must care for a spouse, child or parent with a serious health condition shall be considered leave under the Family and Medical Leave Act ("FMLA") and the Wisconsin FMLA, and the Center may require the employee to provide certification of a serious health condition pursuant to the FMLA and Wisconsin FMLA.
- e) Employees returning to work from a leave of absence due to illness or injury may be required to pass a physical examination or present other proof fitness for work as required by the Center before returning to work. If the Center requires a physical examination, the cost of that examination will be borne by the Center.
- f) Military leaves of absence and the re-employment rights of employees who serve on the Armed Forces of the United States will be determined on the basis of applicable federal or state law.

8.2 Jury Duty Leave and Pay - Employees who are summoned for jury service in accordance with any applicable law will be compensated for time lost from their regular scheduled

hours for any loss in wages due to such jury service for up to a maximum of ten (10) days. All time spent injury service will be considered as a leave of absence for jury service. The employee is required to present proof of service and compensation for this provision to apply provided that when the employee receives his/her check for duty payment or witness fees he endorses it to and remits the same to the Facility. This provision does not apply to any employee who volunteers for jury service.

## **ARTICLE 9**

### **NON-DISCRIMINATION**

9.1 The Employer and the Union recognize their respective responsibilities under federal, state and local laws relating to fair employment practices. (See attached Side Letter "B").

## **ARTICLE 10**

### **UNION BULLETIN BOARD**

10.1 The Employer has a bulletin board which may be used by the Union to post notices concerning Union business and activities. Such notices shall contain nothing of a partisan political, controversial or defamatory nature and shall be approved by the Administrator prior to posting.

## **ARTICLE 11**

### **PHYSICAL EXAMINATIONS**

11.1 An employee may be required to submit to a chest x-ray, skin test, pre-employment drug screen, other required tests and a physical examination at the time of employment and annually thereafter. A health history may also be required. Other laboratory tests, physical examinations and x-rays may be requested if deemed advisable by the Employer, or required by law. The Employer shall pay the cost of the tests or examinations required by the Employer but the Employer shall have the right to specify who will perform the test or examination.

**ARTICLE 12**

**WORK SCHEDULES**

(Included in Appendix A)

**ARTICLE 13**

13.1 Any bargaining unit employee who is assigned to work in a higher paying bargaining unit classification for one hour or more in one day shall be paid at the rate of higher classification for all hours worked in that position on that day.

**ARTICLE 14**

**NO STRIKES**

14.1 The Union agrees that during the life of this Agreement neither it nor its officers, representatives, committeemen, stewards or members, nor any employee or employees will for any reasons, directly or indirectly, cause, sanction, engage or participate in any strike, walkout, slow-down, sit-down, stay-away, refusal to report to work, limitation of or interference of any sort whatsoever with any of the normal operations of the facility, or engage in any conduct which causes or results in such interference.

14.2 If any individual employee or groups of employees violate the previous section, he or they may be summarily dealt with by the Employer, at its discretion, by reprimand, suspension or discharge, and any appeal to the grievance procedure relative to such action by the Employer shall be limited to the question of whether or not the employee or employees did violate this Article. The parties agree that discharge is an appropriate penalty for violation of this Article in any case, but this shall not be interpreted to require discharge or the application of similar penalties to all employees who have so violated this Article nor shall it be interpreted to preclude

reinstatement and restoration of seniority, with back pay (less interim earnings), in a case where it is established that the discharged or disciplined employee did not in fact engage in or participate in a violation of this Article.

## **ARTICLE 15**

### **VALIDITY**

15.1 If during the life of this Agreement any of the provisions contained herein are held to be invalid, the remainder of this Agreement shall continue in full force and effect. Those provisions which become invalid shall be renegotiated.

15.2 If any provision in this Agreement may not be put into effect on the effective date of the Agreement due to applicable legislation, executive orders, or regulations issued thereunder, then such provision or any part thereof shall become effective at the earliest time in such amounts and for such periods permitted by law at anytime during the life of this Agreement and any extension thereof.

## **ARTICLE 16**

### **COMPLETE AGREEMENT**

16.1 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 any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement.

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

**ARTICLE 17**

**HEALTH & WELFARE**

(Included in Appendix A)

**ARTICLE 18 MISCELLANEOUS**

18.1 Job descriptions will be provided in accordance with applicable law.

**ARTICLE 19**

**HOLIDAYS**

(Included in Appendix A)

**ARTICLE 20**

**VACATIONS**

(Included in Appendix A)

**ARTICLE 21**

**SICK DAYS**

(Included in Appendix A)

## **ARTICLE 22**

### **LABOR-MANAGEMENT COMMITTEE**

22.1 The parties hereto agree to establish a Joint Labor-Management Committee composed of three (3) individuals designated by the Union and three (3) individuals designated by the Employer. Meetings of the committee will be held at least quarterly for the purpose of discussing matters of mutual concern, and minutes of each meeting will be kept by the Secretary of the meeting and distributed to each member of the Committee promptly after each meeting. The Chairperson and Secretary of each meeting shall be rotated between the Employer and the Union representatives so that if the Employer's representative is the Chairperson and the Union's representative is the Secretary at one meeting, the reverse shall be the case at the next meeting and so on.

## **ARTICLE 23**

### **DURATION**

23.1 This Agreement, except the wage provisions and such other provisions as state a different effective date, shall become effective as of the eighth (8th) day of August, 2019 and shall remain in full force and effect until the eighth (8th) day of August, 2022, and from year-to-year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement. In the event either party serves the above referred to notice upon the other of its intention to amend or modify this Agreement, this Agreement shall remain in full force and effect until a new Agreement is reached.

## Appendix A: Economics package

### Article 1

#### Work Schedules

- 1.1- Work schedules shall normally be posted two (2) weeks in advance of their effective date and may be changed by the employer in emergencies. The normal pay period shall extend for two (2) calendar weeks, commencing at 12:01 am Sunday and ending two (2) weeks later at 12:00:59 am on Saturday. There shall be a regular pay day once every other week on Wednesday.
- 1.2- The normal work day shall consist of seven and one-half (7.5) hours of work and a one-half (1/2) hour unpaid lunch period and the normal work week shall consist of thirty-seven and one-half (37.5) hours of work. Employees shall be entitled to a fifteen (15) minute break period during the first three and one-half (3.5) hours of the shift and a fifteen (15) minute break period during the second four (4) hours of the shift, provided the employee has worked at least three (3) hours during the second half of the shift. These break periods shall be staggered so as to provide for patient care at all times. There shall be a one-half (1/2) hour unpaid lunch period on a staggered basis at a time to be prescribed by the Employer. Employees will not be required to perform any duties during their assigned lunch period. Employees are not required to punch in and out for the lunch break. Employer will automatically deduct a one-half (1/2) hour for said lunch break. If the employee does not take his / her lunch break, a supervisor's signature is required for the half (1/2) hour of time to be put back onto the employee's time card.
- 1.3- Time and one-half (1-1/2) the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours in any one workday or in excess of eighty (80) hours

in any pay period. An employee will not be required to take time off on a later date for the purpose of avoiding overtime. No employee's scheduled hours shall be reduced solely for the purpose of avoiding overtime premium.

- 1.4- When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. All overtime shall be required, subject to individual excuse for reasons considered valid by the Employer. The Employer will allocate overtime on an equitable basis among the employees in the job classification who have the ability to satisfactorily perform the required work. If an employee signs up in advance for overtime work and fails to appear, such absence will be considered without excuse pursuant to the applicable attendance policy.
- 1.5- Employees are expected to attend all scheduled in-service meetings. Absences from in-service meetings will be regarded as absences from scheduled work. For in-services that do not require redemonstrations or direct in person attendance, the facility will make available for the employee a remote access to fulfill and complete the in-service outside of the facility. In addition, all in-services will be available to the employees at the facility. In the event the employee chooses to complete the in-service remotely they will not be eligible for paid time. For any employee who fulfills their in-services at the facility, their time will be paid provided the employee punches in at the beginning and out at the completion.
- 1.6- The Employer shall continue the practice of giving weekends off as currently applied in each department as long as staffing meets state requirements and the needs of the residents. The Employer may hire employees to work every weekend or two (2) weekends on and one (1) off. After completion of the probationary period, employees are free to bid on every other weekend slots as they become available. Every weekend and two on/one weekend

off slots shall not exceed more than 50% of available slots in a department. Vacation will be granted as per contract (ref-Article 5- 5.1). However, requests may be denied in the event granting said request will result in the employee being unscheduled for 3 consecutive weekends and the facility cannot otherwise cover the shift requirements.

- 1.7- Any employee who has called in ill on their regularly worked weekend due to illness, supported by a doctor's excuse, will not be required to make up that weekend. Employee must bring in the physician excused statement their next scheduled day.

## **Article 2**

### **Health and Wealthfare**

- 2.1 The Employer will make available to all eligible current and future full-time employees with an Employer-sponsored private health insurance program that meets or exceeds all State or Federal healthcare requirements (including as to employee premium costs) as that Plan may from time to time be amended or modified by the Plan sponsor. Waiting periods shall comply with applicable law. The Plan as it may from time to time be amended or modified is hereby incorporated by reference into this Agreement.
- 2.2 The cost of the Health Care Plan for employee-only coverage, as well as any increases in the cost of such coverage, shall be shared by the employee and the Employer in amounts which comply with applicable limits imposed by the law. The cost of any additional voluntary coverages elected by the employee, including the cost of any vision, dental, accident, disability and life insurance, and any other coverages chosen by the employee shall be paid by the employee.
- 2.3 The employee contribution will be pre-tax to the extent permitted by law.
- 2.4 Each employee will be covered by the applicable worker's compensation law.
- 2.5 Eligible employees will be allowed to enroll in the standard company 401 (k) plan. Terms and Conditions of the plan may change as the company's plan changes.

### Article 3

#### Miscellaneous

3.1 All employees who are asked to work on their day off or any additional full shift and reports for such work shall be guaranteed a minimum of two (2) hours work or pay; an early departure will disqualify the employee from such pay, unless the early departure is a result of the Employer sending the employee home.

3.2 Bereavement Leave- In the event of death of an employee's family member (parent, spouse, domestic partner, child, brother, sister, grandparent, step child, or foster child), an employee will be granted up to two (2) days leave of absence with full pay to make household adjustments or to attend funeral service. This benefit is available upon completion of your 90-day probation period. The Facility may require the employee to provide evidence of death and relationship and attendance at the funeral.

If more than three (3) days are required to attend a funeral, they shall be granted without pay but shall not exceed seven (7) days under normal circumstances.

Any employee who loses a family member (as defined above) who lives overseas or out of the country will be entitled to one (1) day off for mourning with pay.

3.3 All Certified Nursing Assistants shall receive fifty (.50) cents per hour in addition to their regular hourly rate of pay for all hours worked between 3:00 p.m. and 11:00 p.m. and fifty (.50) cents per hour in addition to their regular hourly rate of pay for all hours worked between 11:00 p.m. and 7:00 a.m. All other bargaining unit employees shall receive fifteen (.15) cents per hour in addition to their regular hourly rate of pay for all hours worked between 3:00 p.m. and 11:00 p.m. and twenty (.20) cents per hour in addition to their regular rate of pay for all hours worked between 11:00 p.m. and 7:00 a.m.

3.4 All employees are required to adhere to company uniform policy. Employer will provide all union staff with one (1) full uniform set upon completion of probationary period. Employer will additionally provide all FT and PT employee with a full uniform set at the employee's anniversary date. Employer will have additional uniforms available for purchase and will make payroll deductions available to the employee as well for anyone who would like to avail

themselves of additional uniforms.

#### **Article 4**

#### **HOLIDAYS**

4.1 The Employer will observe the following six (6) holidays each year:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Holiday shall be defined as 12:00 a.m. to 11:59 p.m. on the actual day of the holiday.

4.2 Holiday pay will be calculated as follows: all regular full-time employees shall receive holiday pay based upon the proportion that their scheduled hours per week bear to forty (40) hours. Employees, however, will not be paid more than 8 hours of pay per holiday. Holiday pay will be computed based upon the rate received by the employee as of the time of the Holiday. Employees who regularly work less than sixty (60) hours per pay period will not receive pay for a holiday not worked.

As the Facility operates 365 days per year, it is necessary for employees to work on designated holidays. Employees who work on a holiday shall receive holiday pay plus their regular hourly rate for all hours they work on the holiday. However, any employee assigned to work on a holiday and who does not work will forfeit their holiday pay. Employees are expected to work their scheduled day before and after the holiday. Any employee who does not fulfill this requirement will forfeit their holiday pay.

Holiday pay, like all other paid time off, is not considered time worked and will not count toward the payment of overtime. In the event the employee is on a scheduled vacation at the time the holiday occurs, the employee will not be charged with using a vacation day on the day of the holiday.

#### **Article 5**

#### **VACATIONS**

5.1 Crossroads believes that everyone needs time off to rest, refresh, and reenergize. As such, vacation time is not to be used as a bank. It is to be used to take time off.

No vacation will be earned in the first three months of employment. Following three months of continuous employment, regular full-time employees will earn vacation in accordance with the following schedule, based on the hours worked in the two week pay period:

- Maximum annual accrual of 40 hours between the fourth and twelfth months in the 1<sup>st</sup> year of service (0.0192 vacation hours per each hour worked, or a maximum accrual of 1.536 hours per pay period).
- Maximum annual accrual of 80 hours after 1 year of service (years 2, 3 and 4) (0.0384 vacation hours per each hour worked, or a maximum accrual of 3.072 hours per pay period).
- Maximum annual accrual of 120 hours after 4 years of service (years 5 to 10) (0.0576 vacation hours per each hour worked, or a maximum accrual of 4.608 hours per pay period).
- Maximum annual accrual of 160 hours per year after 10 years of service (years 11 and beyond) (0.0769 vacation hours per each hour worked, or a maximum accrual of 6.152 hours per pay period).

All vacation is accrued pro-rata, on a two-week pay period basis, as set forth above. All regular full-time employees shall receive vacation pay in accordance with the above accrual schedule, based on the hours worked per two week pay period. For instance, one week of vacation pay based on an 8 hour shift equivalent translates to the maximum accrual of 40 hours. One week of vacation pay based on a 7.5 hour shift equivalent translates to an accrual of 37.5 hours. Employees will not be paid more than 8 hours of pay per vacation day. Employees who work less than 60 hours in any given pay period will not accrue vacation for that pay period. Vacation pay will be computed based upon the rate received by the employee as of the time the vacation is taken.

Employees will be permitted to carry over a maximum of forty (40) hours of vacation accrual from anniversary year to anniversary year. Any accrual beyond those forty (40) hours will be forfeited.

Vacation time is scheduled by the Department Head at the convenience of the Facility. While efforts will be made to give employees the vacation period of their preference, vacations must be scheduled for a time which will least interfere with the operation of the department or Facility.

Employees are expected to submit requests for vacation by March 1 of the vacation year. Vacation will be granted by seniority. After March 1, any vacation request submitted will be granted on a first come first serve basis assuming all shift coverages will be met.

Employees are required to provide two weeks advance notice of resignation from Crossroads. The failure to do so will result in the forfeiture of accrued, unused vacation pay upon termination of employment. Termination for cause also will result in the forfeiture of vacation pay upon termination of employment.

## Article 6

### SICK

All regular full-time employees will earn up to a maximum 48 hours of paid sick time each year. Sick pay, like vacation, is earned pro-rata and based on the hours worked per two week pay period. For instance, employees who work an 8 hour shift equivalent will accrue at the full rate of 48 hours of paid sick time per year (or 4 hours per month). On the other hand, employees who work a 7.5 hour shift equivalent will accrue at the rate of 45 hours of paid sick time per year. In other words, sick day accrues at a rate of 0.0230 hours per each hour worked, subject to an accrual cap of 1.84 hours per pay period.

Employees will not be paid more than 8 hours of pay per sick day. Employees who work less than 60 hours in any given pay period will not accrue sick days for that pay period. Sick pay will be computed based upon the rate received by the employee as of the time the sick day is taken.

Employees may carry over accrued sick time, subject to a maximum accrual cap of forty-eight (48) hours. No additional sick time will accrue for employees who have accrued the maximum 48 hours of sick time, until such time is taken.

Employees will be eligible to use sick time after successful completion of their 90-day probation period.

In the event of an extended absence for illness in excess of three consecutive working days the Facility may require written documentation from a physician. Sick pay is intended to be used only

for illness or injury, and accordingly will not be paid out upon termination of employment. The Facility may request proof of illness in the form of a note from a health care provider if the employee is off for three (3) or more days as a result of illness.

**WAGES:**

The job classifications and the hourly rates of pay applicable thereto are attached as Appendix "A" and by this reference are made a part hereof to remain in effect for the duration of this Agreement.

**(a) Starting Wage Rates**

**NEW RATE (8/8/19)**

Certified Nursing Assistant	\$13.00
Cook	\$11.40
Dietary/Hskp/Laundry Aide/ Activity Assistant	\$9.50
Maintenance Assistant	\$11.70
Floor Maintenance Tech	\$10.00

**(b) General Wage Increase (GWI)**

8/8/19	1.5% on standard hourly rate as of August 7, 2019
8/8/20	1.5%
8/8/21	2.0%

The Administrator reserves the option to hire employees based on experience and to remain competitive in the current market. The wages being paid pursuant to this contract are minimums and the employer may pay above these rates. General wage increases will be paid in accordance with the terms of the contract, notwithstanding any other increases made by the Employer during the contract term.

**(d) Vacant Shift Premium**

Employer will provide a vacant shift premium, at the discretion of the location manager with the approval of the regional director of operations, for a designated period of time. A vacant shift premium will be paid to employees who are eligible to pick up additional shifts in excess of the employee's normal or regular working hours to fill in gaps in the location's schedule. Employees who pick up vacant shifts but who call off their normal or regular working hours and/or scheduled shifts, and/or any awarded vacant shift, during the pay period will forfeit any vacant shift premium for the entire pay period, unless otherwise excused for extenuating circumstances by the Administrator. Employees will be eligible for vacant shift premium only if they are able to work their normal scheduled shift. Vacant shifts will be awarded on the basis of seniority. The premium offered for a vacation shift shall be no less than \$4.00 an hour.

**SIDE LETTER "C"**

**THE MANOR OF KENOSHA, LLC  
WEEKEND BONUS POLICY**

**POLICY:**

A Bonus will be offered to the Nursing Assistants who work extra weekend hours when requested. A Bonus will be offered to the Dietary, Housekeeping and Laundry Assistants who work extra weekend hours when requested.

To qualify for this bonus, the employee MUST work his/her scheduled shifts during the week prior to the weekend work. The bonus program pertains only to weekends (Saturday and Sunday), when the employee is otherwise not scheduled to work.

If the Employer requests the employee to work and the employee does, or the employee volunteers for a known open weekend shift and the open shift is granted, a bonus will be paid.

The bonus will be offered to any FULL TIME employee. Part-time employees will NOT be eligible for bonus pay, due to the fact that they are hired for the specific purpose to relieve full-time employees.

**BONUS SCHEDULE:**

CNA - \$2.00 per hour

(Past probationary period)

Other Aides - (Dietary, Housekeeping, Laundry)

\$1.00 per hour

(Past probationary period)

This policy is in effect until further notice and it is at the sole discretion of Management to discontinue or revise this policy at any time.

**SIDE LETTER "E"**

**EMPLOYEE REFERRAL BONUS**

Employees in the bargaining unit will receive a bonus equal to 3% of an employee's 90-day wages after successful completion of the referred employee's first 90 days of employment. Program may continue at the sole discretion of management.

**SIDE LETTER "F"**

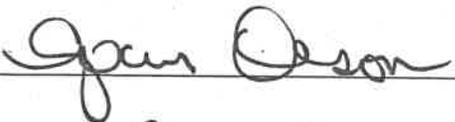
**PERFECT ATTENDANCE/DAYS OFF BONUS**

- Full-time employees in the bargaining unit may earn up to two (2) days off per year at a rate of one (1) day per (6) six month period for perfect attendance.

- Part-time employees in the bargaining unit may earn up to one (1) day off per year at a rate of one-half (1/2) per (6) six month period for perfect attendance.
- Accrual begins immediately at the beginning of the new year.
- Days off earned must be scheduled at least seventy-two (72) hours in advance at the discretion of management.
- Eligibility requires:
  - No occurrences of unpaid absences
  - No tardies
  - No time off for LOA/Workers 'Compensation
  - No missed punches without supervisor's approval signature
  - No leaving shift early, unless approved by management
- Approved scheduled time off, i.e., jury duty, bereavement, vacation, holiday, paid sick days, do not count against the employee.
- Not a terminal benefit.
- Unused Perfect Attendance/Bonus Days accumulated cannot be carried over to the next year.
- Unused Perfect Attendance/Bonus Days can be paid out in January, first paycheck.

This Agreement is signed in Kenosha, Wisconsin, on this 21 day of August, 2019.

CHICAGO MIDWEST REGIONAL  
JOINT BOARD-WORKERS UNITED  
LOCAL 122

By   
Date 9-5-19

The Manor of Kenosha, LLC

By   
Date 9/5/19

**SIDE LETTER "B"**

**SUBJECT: Affirmative Action Plan for Handicapped Workers,  
Disabled Veterans and Veterans of the Vietnam Era**

Heartland – Washington Manor of Kenosha WI, LLC d/b/a Manorcare Health Services – Kenosha, in compliance with Section 503 of the Rehabilitation Act of 1973, and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, affirms its commitment to take affirmative action to employ and advance in employment handicapped individuals, disabled veterans and veterans of the Vietnam era to any position for which the individual is qualified. We will maintain an annual update for our written Affirmative Action Plan which rededicates us to a plan for guaranteeing non-discrimination in all employment policies, such as: employment, promotions, demotion or transfer, recruiting, advertising, layoff, leave of absence, return from layoff, terminations, facility-sponsored training, tuition, education, compensation, benefits, and social recreation programs.

The terms of this Agreement will not interfere with the Employer's responsibility to comply with the Americans With Disabilities Act (ADA)

**LETTER OF UNDERSTANDING**  
**AUGUST 8, 2016**

**Subject:**       **Restoration of Article 2, Section 2.1 and 2.2**  
**Purpose:**       **To provide restoration of membership and security provisions in the event the "Right to Work" law is either overturned or repealed**

During bargaining toward the full and final 2016-2019 Collective Bargaining Agreement, the parties recognized the need for changes to various provisions within Article 1 (Recognition), Section 1.3 and Article 2 (Union Security), Sections 2.1 and 2.2 of the 2013-2016 Collective Bargaining Agreement ("2013-2016 Contract") due to passage of a "Right to Work" law in Wisconsin. Accordingly the parties agreed to the removal of Article 2, Sections 2.1 and portions of 2.2. Those deletions are shown on Attachment A to this Letter of Understanding ("LOU").

The parties desire to be able to restore these prior contract provisions in the event the "Right to Work" law is either overturned or repealed and, therefore, have agreed as follows:

1.     If the Wisconsin "Right to Work" law is overturned in its entirety by a final decision in the courts, then the provisions of the 2013-2016 Contract identified above and in Attachment A to this LOU shall be immediately restored and applied.
2.     If the Wisconsin "Right to Work" law is repealed in its entirety, and that repeal becomes law, then the provisions of the 2013-2016 Contract identified above and in Attachment A to this LOU shall be immediately restored and applied.
3.     If the "Right to Work" law is either overturned or repealed in part, then the parties shall immediately restore and amend the identified contract provisions to comport with the final decision or law.

Signed this 3rd day of August, 2019.

HEARTLAND - WASHINGTON MANOR  
KENOSHA d/b/a MANORCARE HEALTH  
SERVICES, KENOSHA

**“ATTACHMENT A” TO LETTER OF UNDERSTANDING**  
**AUGUST 8, 2016**  
**(Restoration of Article 1, Section 1.3 and Article 2, Sections 2.1 and 2.2)**  
**ARTICLE 1**

**RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, rates of pay, hours of employment and other conditions of employment for the term of this Agreement of all regular employees who are normally scheduled to work twenty (20) hours per week or more included in the bargaining unit, described as: All nurses aides, dietary employees, housekeeping employees, activity employees, laundry employees, general maintenance employees, and certified medication technicians employed by the Employer at 3100 Washington Road, Kenosha, Wisconsin, excluding registered nurses, licensed practical nurses, managerial employees, confidential employees, office clerical employees, professional employees, casual employees, guards and supervisors as defined in the Act and all other employees. The Employer shall not normally employ more than one (1) excluded part-time casual employee doing the same type of work as the employees in the bargaining unit for each five (5) (or fraction thereof) regular employees covered by this Agreement.

1.2 The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Employer's time.

1.3 If an employee drops below twenty (20) hours and resigns from the Union, the employee must stay below the twenty (20) threshold hours to remain as a casual employee.

Casual employees are not represented by the Union and will not receive benefits under the Agreement, including bonus pay detailed in Side Letter "C."

## ARTICLE 2

### UNION/DUES CHECK-OFF-SECURITY

~~2.1 All employees covered by this Agreement shall be obligated to obtain and maintain membership in the Union, or, in the alternative, shall be obligated to pay to the Union an amount equal to the amounts payable for Union dues and assessments. Any employee who is a member of and adheres to the established and traditional tenants or teachings of a bona fide religious group which has historically held conscientious objection to joining or financially supporting labor organizations, shall not be required to join or financially support the Union as a condition of employment, but shall be required in lieu of periodic dues and initiation fees, to pay sums equal to such dues and initiation fees to a nonreligious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.~~

~~— All present employees who are members of the union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present bargaining unit employees who are not members and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on the thirty first (31st) day following the beginning of their employment, notwithstanding that the probationary period for such new employees shall be ninety (90) days.~~

2.2 The Employer will deduct from the first paycheck of each month the monthly rate for dues and assessments, in two equal halves in the first two successive pay periods of each month, applicable to each employee who has chosen to join the Union ~~or, for those employees who are not members, the equivalent amount of such dues and assessments, provided the Union~~

has furnished the Employer with a properly signed authorization on the agreed upon form. The agreed upon form must comply with all applicable legal requirements. The Union shall be responsible for obtaining and submitting the authorization cards to the Employer. The Union will furnish the Employer with an alphabetical check-off list in duplicate each month at least ten (10) days before the first day of the month, indicating thereon the amount due for each employee who has signed an authorization. The Employer shall add to the check-off list furnished by the Union the names, addresses and dates of hire of any employees whose name does not appear on the check-off list furnished by the Union. Names added shall include all new hires scheduled over twenty (20) hours per week and all employees who become scheduled over twenty (20) hours per week. A computer printout sheet shall be submitted with the Union's check on a monthly basis. Upon receiving notification from the Union that an employee has effectively revoked his/her voluntary dues deduction authorization card, the Employer will discontinue deducting monthly union dues and fees from the employee's paycheck. The Union agrees to forward a copy of any employee membership revocation within ten (10) days of receipt of the revocation from the employee to allow the Employer time to adjust any deduction from payroll. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of the Employer's compliance with the provisions of this section.