

Kinnic Nursing and Rehabilitation
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THIS AGREEMENT, made this 1st Day of **February, 2022** by and between River Falls, **WI OPCO**, LLC d/b/a Kinnic **Nursing** and Rehabilitation located at 1663 East Division Street, River Falls, Wisconsin 54022, hereinafter described as the Employer, and the United Food and Commercial Workers Union, Local 1189, affiliated with the United Food and Commercial Workers International Union, hereinafter described as the Union.

ARTICLE 1 – RECOGNITION

Section 1.1 The Employer recognizes the Union as the bargaining representative for employees working in the following job classifications: All full-time, regular part-time and PRN nursing assistants (**N.A.R.'s**), Certified Medication Technician (**C.M.T**), Restorative Nursing Assistants (**R.N.A.'s**), activity aides, housekeepers, laundry aides, janitors, social service aides, cooks and dietary aides employed by the Employer at its facility located at 1663 East Division Street, River Falls, Wisconsin; but excluding registered nurses (RN's), licensed practical nurses (LPN's), office clerical employees, receptionists, guards and supervisors as defined in the Act, as amended. Also excluding temporary and on call employees as defined in the Agreement.

ARTICLE 2 – UNION SHOP

Section 2.1 For the purpose of this Article, the execution date of this Agreement shall be considered its effective date.

ARTICLE 3 – DUES CHECK OFF

Section 3.1 The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deductions. In no event shall such written authorization extend beyond the termination date of this Agreement. Such deduction shall be made by the Employer from the wages of the employees during each pay period and transmitted to the Union no later than the 10th day of the month. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such pay period shall nevertheless be made from the first wages of adequate amount next due the employee and shall thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions are made.

Section 3.2 The Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund.

Section 3.3 The Union shall indemnify River Falls **WI OPCO**, LLC d/b/a Kinnic **Nursing Rehabilitation** and their officers, managers, agents, employees and hold them harmless against any and all suits, claims, demands, costs, liabilities, etc., that may arise out of or by reason of any action that may be taken for purposes of complying with paragraphs 3.1 or 3.2 of this Article or Article 2. It is understood that the deductions made by the Employer pursuant to paragraph 3.1

shall be only those deductions requested by the Union, and such deduction shall be made only in the manner requested by the Union.

ARTICLE 4 – PROBATIONARY PERIOD

Section 4.1 Employees shall be probationary employees for the first sixty (60) days of employment and during such period may be discharged by the Employer with or without cause without the same causing a breach of this contract of constituting a grievance hereunder. The Union will grant a thirty (30) day extension of the probationary period in individual cases for specific reasons, if requested by the Employer.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 5.1 Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the directions of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to the right: to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to determine the qualifications necessary for each position and classification; to lay-off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of reasonable Employer rules, regulations and other policies; to demote, promote and transfer; to maintain discipline; to discipline or discharge employees; **the right to subcontract work**; to schedule work, determine shifts and the number of hours worked; to determine the methods and equipment to be utilized and the type of services to be provided; to change, modify or discontinue existing methods of service and equipment to be used or provided; to determine the method of compliance with any federal and state regulations affecting care facilities. **As a condition of any subcontract, the subcontractor must agree to hire all existing employees, continue existing wages, seniority and benefits at the time of the subcontract and to follow the grievance and arbitration procedures in the contract at the time of the subcontract.**

ARTICLE 6 – CLASSIFICATION OF EMPLOYEES

Section 6.1 FULL-TIME: A full-time employee shall be defined as an employee who is not assigned to temporary status and who is regularly scheduled to work sixty (60) or more hours in a pay period. Full-time employees are eligible for benefits.

Section 6.2 PART-TIME: A part-time employee shall be defined as an employee who are not assigned to temporary status and who are scheduled to work less than sixty (60) hours in a pay period. Part-time employees are eligible for only certain benefits.

Section 6.3 PRN:

Definition: PRN employees shall be defined as an employee who is not regularly scheduled to work. Failure to maintain the minimum hours of two shifts per month, to include one weekend shift, plus one major holiday and one minor holiday will result in separation of employment.

This requirement is subject to availability of open shifts. Major holidays are defined as Christmas, New Years, and Thanksgiving. PRN staff must submit a calendar of availability no later than one week prior to the posting of the schedule. Pursuant to Section 3.1, any PRN employee, who works more than thirty-two (32) hours in a given four (4) week scheduling period, shall pay dues for that four (4) week period.

Section 6.4 If any new classification(s) are instituted, the rate of pay shall be negotiated at that time.

ARTICLE 7 – WORK PERIOD AND WORK DAY

Section 7.1 A two (2) week work period shall be defined as a period of consecutive days beginning with the start of the night shift on a given day and ending fourteen (14) days later at the end of the evening shift.

Section 7.2 A. A basic workday for nursing assistants, Certified Medication Technician, housekeeping aides, laundry aides and restorative nursing assistants shall consist of eight and one-half (8 ½) hours, with one-half (½) hour of unpaid lunch, and a work period of eighty (80) hours.

B. A basic workday for the flexible schedule shall consist of twelve and one-half (12 ½) hours, with one-half (1/2) hour of unpaid lunch, and a work period of seventy-two (72) hours.

C. Dietary Cooks and Dietary Aides: A basic workday shall consist of eight (8) hours, with one half (1/2) hour of unpaid lunch and a work period of seventy-five (75) hours. However, this will not prevent employees from working eighty (80) hours a pay period.

Section 7.3 All employees shall be entitled to a fifteen (15) minute paid rest for each four (4) consecutive hours worked. However, two (2) paid rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the health care facility.

Section 7.4 Employees who are scheduled to work six (6) or more hours will be scheduled for a thirty (30) minute meal period, unless mutually agreed otherwise. Employees will not be required to punch out for their meal period unless they leave the building; the deduction will be automatic. **Employees shall not work during their meal break unless they receive prior permission from a supervisor. If the employee cannot obtain prior permission because of an emergency or unplanned circumstance, the employee must still notify the supervisor prior to the end of the shift, or as soon as possible if the supervisor is not available, that the employee worked during their meal break.** Employees who are not able to take their meal break need to submit a “missed meal form” in order to be properly paid.

ARTICLE 8 – OVERTIME

Section 8.1 Hours worked in excess of forty (40) hours per week shall be considered overtime. Employees shall be paid time and one-half (1.5x) their straight time hourly rate of pay for such work. All overtime must be pre-approved by the Employer or will be subject to disciplinary action. Employee is responsible to complete, obtain signature of their supervisor, and submit the overtime authorization form to the payroll department. Holiday, vacation and sick time are not to be included in computing overtime hours for pay. There shall be no pyramiding of overtime. Pyramiding is defined as being paid overtime twice for the same hour(s).

ARTICLE 9 – SCHEDULING AND HOURS

Section 9.1 A. All work schedules shall be posted two (2) weeks in advance. Exchanging days for the convenience of employees may be permitted upon approval of the Department Supervisor, provided the exchange does not result in overtime pay and is made in writing at least three (3) days in advance; special circumstances may be considered.

B. Flexible Scheduling for 12 hour shifts. This flexible schedule will include every other weekend and 2 days during each work week (three days per work week for a total of 36 hours). Overtime is generated in excess of 40 hours in a work week. These positions will be awarded based upon seniority. The individuals awarded this position must remain in this position for a period of 6 months.

C. The Baylor program is defined as working (3) – 12hour shifts in a 7day work week. Two of those shifts will include Saturday and Sunday. The individuals awarded this position will be paid for 40 hours. Employee will be paid at the rate in which the majority of their hours are worked.

Section 9.2 Employees shall be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in the cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients of needed care or by mutual agreement between the Employer and the employees.

Section 9.3 An employee reporting for work at his regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of four (4) hours work that day or four (4) hours straight time pay in lieu thereof. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

Section 9.4 Employees who are called in for work outside their scheduled hours, shall receive a minimum of four (4) hours' pay or actual hours worked, whichever is greater, at the rate of their regular position.

Section 9.5 Employees should punch in no earlier than seven (7) minutes before they are to be on duty. Employees should punch out no later than seven (7) minutes after their shift is over.

When starting and finishing work, employees must at all times punch in and out on the time clock. Only the supervisor may sign a time clock communication slip. Punching another employee in or out on the time clock will not be permitted. Employees must punch in or out any time they leave the premises during their scheduled hours. None of the above is construed as to allow employees to be tardy.

Section 9.6 “Known available hours” shall mean available work hours for which no employee has been scheduled at the time the schedule is posted; and “unknown available hours” shall mean work hours that become available after the schedule is posted.

The Employer shall post a list of known available hours and a sign-up sheet at the time each new schedule is posted. Employees shall sign up, include their phone number and indicate their willingness to work such hours. The Employer shall post an additional list for employees who wish to be called when unknown hours become available.

The Employer shall award the known available hours five (5) days after they were posted using this criteria in the following order:

1. The most senior qualified regularly scheduled employee, who signed up, who could work the full shift without creating an overtime situation.
2. Any PRN employee who could work the full shift without creating an overtime situation.
3. The most senior qualified regularly scheduled employee, who signed up, who could work the shift or a portion of the shift as overtime.
4. The most senior qualified PRN employee, who signed up, who could work the shift or a portion of the shift as overtime.
5. Any qualified employee, or pool or agency personnel, in the Employer’s discretion.

The Employer may award unknown available hours to any qualified employee in the Employer’s discretion if the Employer received less than eight (8) hours’ notice of the unknown available hours. In other situations the Employer shall award unknown available hours using the criteria for awarding known available hours.

Regular employees may bump an outside pool employee within 48 hours of the start of the shift, provided the home will not be subject to an economic penalty for a late cancellation under the terms of agreement with that pool.

Once the known hours have been granted they will be considered a scheduled shift and will be reflected on the Daily Assignment Sheet. The Employer will provide notice of awarded hours via **e-mail or text notification.**

Section 9.7 Weekend Shift Make-up If an employee calls in sick over a weekend shift (start of the night shift Friday through the end of the evening shift Sunday), he/she will be scheduled to work a make-up shift.

An employee who has called in sick over a weekend shift will be responsible to schedule his/her make-up shift with the Department Head, or the person responsible for scheduling in the department on the Monday following the weekend absence.

If the employee has not contacted the department head, or scheduler, on Tuesday, following the weekend absence, the make-up shift will be added to the schedule without input from the employee.

Employees will be scheduled for make-up shifts on weekends whenever necessary. If staffing needs are greater during a weekday, the make-up shift may be done during a weekday shift. However, priority will always be given to covering the weekend shifts.

If an employee has not been placed on the schedule for a make-up shift within thirty (30) days of the weekend absence, due to adequate staffing needs, the employee will no longer be obligated to make up the shift.

ARTICLE 10 – JOB POSTING

Section 10.1 For the purposes of this Article a vacancy is defined as any job opening within the bargaining unit which the Employer elects to fill.

Section 10.2 Notice of all vacancies within the bargaining unit will be posted with position requirements stated, for a period of not less than five (5) consecutive days, including the date of posting but excluding Saturday, Sunday and holidays recognized by this Agreement. Any employee desiring to bid on a posted vacancy shall make written application in accordance with the notice posted and sign the posting within the time stated above. The Employer has the right to fill the vacancy on a temporary basis pending posting procedures. The Employer reserves the right to withdraw a posting at any time for bona fide business reasons.

Section 10.3 After the job has been posted for the required time period, the Employer shall review those employees requesting the position and shall select the most senior employee satisfying the position requirements (unless the employee is on a final warning. The employee would not be considered until the final warning has reached twelve (12) months, at which time it is no longer valid) as stated by the Employer, using the following order: (1) department (2) job category, and (3) the bargaining unit.

Section 10.4 The employee selected for a bid position shall be given a probationary period of not more than seven (7) working days for those members who are currently in the same job title, otherwise a thirty (30) day probationary period will be effective. If in the opinion of the Employer, or it is the desire of the employee, that the employee is not able to acquire the necessary skills or they will not be able to become proficient, either party is not obliged to continue the probationary period. An employee who does not complete the probationary period

for either reason shall be returned to their former position without loss of hours or pay except when gross misconduct, negligence, or abuse occurs, then the employee will not be protected under this article.

ARTICLE 11 – SENIORITY

Section 11.1 Seniority shall be defined as the employee's length of continuous employment with the Employer in the bargaining unit commencing with the date and hour on which the employee began to work after his/her most recent date of hire.

Section 11.2 Job Category Seniority shall be defined as the employee's length of continuous service in either of two categories: 1) Nursing Services (i.e., nursing assistants), or 2) Non-Nursing Services (i.e., all other positions). Job Category Seniority shall prevail in regard to laying off (provided the remaining employees have an licenses or certification necessary to do the work available **and are willing and able**) and recall (provided the remaining employees have any licenses or certification necessary to do the work available **and are willing and able**).

Section 11.3 If hours reduction becomes necessary the Employer agrees to first ask for volunteers. If reductions are still necessary after this, they will be based upon reverse Job Category Seniority. For six (6) months following such reductions, as additional hours become available in the shifts that were reduced, they shall first be offered to such affected employees in the reverse order by which they were reduced, until all such hours are reinstated.

Section 11.4 All employees on layoff shall be offered unfilled posted positions within the job category in which they were last employed by seniority provided the employee has the qualifications to perform the job as stated in the job posting. Seniority will continue to accumulate during layoff subject to the provisions set forth in Articles 10 or 12.

Section 11.5 River Falls **WI OPCO, LLC d/b/a Kinnic Nursing and Rehabilitation** will recognize continuous seniority at Grace Healthcare of River Falls for benefit related purposes and other areas where seniority is applicable throughout the Contract.

ARTICLE 12 – LOSS OF SENIORITY

Section 12.1 An employee shall lose seniority for the following reasons:

1. Voluntary quit, discharged for just cause or retirement.
2. Laid off for more than six (6) months.
3. Failure to return to work after expiration of a leave of absence.
4. Failure to return to work after being laid off within seven (7) calendar days after being contacted by the Employer unless the time to return to work is extended by Employer.
5. Securing a leave of absence or misusing such leave through fraudulent means, arising from using the leave for purposes other than the reasons for which the leave was granted.
6. Inability to work because of sickness or injury upon **expiration of leave for illness or disability per Section 15.2.**

ARTICLE 13 – PAY PERIODS AND ADJUSTMENTS

Section 13.1 Employees shall be paid once each two (2) weeks. Said pay day shall not occur more than seven (7) days following the conclusion of a two (2) week work period, unless for reasons of unforeseen circumstances.

ARTICLE 14 – SICK NOTICE

Section 14.1 Employees who are unable to report for work as scheduled must notify the employee's department head or supervisor of the illness or disability and provide the following notice: **two (2) hours** advance notice if scheduled for the day shift, **three (3) hours** advanced notice if scheduled for the evening shift, and **four (4) hours** advanced notice if scheduled for the night shift. Such notification must occur for each occurrence in which the employee is unable to report for his or her scheduled shift. To be eligible for **PTO** with pay, an employee must follow the notification requirements set forth in this paragraph. Employees shall be allowed **four (4)** incidents before any disciplinary action is taken. Failure to do so may result in disciplinary action, in addition to denial of sick leave benefits.

ARTICLE 15 – LEAVES OF ABSENCE

Section 15.1 A request for a personal leave of absence shall be in writing. Leaves of absence shall be without pay and when granted shall not exceed twelve (12) weeks. The granting of any personal leave of absence will be totally discretionary with the Employer. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a personal leave of absence. The employee must use any earned **PTO** time for payment during a leave of absence unless applicable laws do not allow.

Section 15.2 The Employer may grant a leave of absence for illness or disability for a period of six (6) months, **which may be extended based upon the individual's circumstances at the discretion of the Employer upon notice to the Union within five (5) business days. The Employer's decision is subject to Article 22, the Grievance and Arbitration Procedure.** The Employer may require the employee to submit a medical certificate(s). Military and family medical leaves shall be granted in conformity with applicable law. The Employer will use reasonable and fair judgment in granting the leave.

Section 15.3 Employees on a leave of absence must advise the Employer in writing at least two (2) weeks prior to their intended return to work. Upon receiving such written notice that an employee wishes to return to work from a leave of absence, either personal or extended medical, the Employer will reinstate the employee in the job previously held, i.e., same shift, hours and classification. If the Employer determines that this is not possible or if such jobs are all filled by employees with more seniority than the returning employee, the Employer will place the employee in a comparable job for which the employee is qualified. If the Employer determines that this is not possible the employee will be given first preference in hiring for job openings for which the employee is qualified. Benefits do not accrue during a leave of absence.

Section 15.4 The Employer agrees to abide by the obligations of the Wisconsin and Federal Family Medical Leave Laws (FMLA). Further information will be available on the bulletin board outside the break room or in the business office.

Section 15.5 UNION LEAVE Time off for Union Business. Employer shall grant the necessary time without pay and without discrimination to any employee designated by the Union or the UFCW International Union to attend a labor convention or to serve in any capacity on other official Union business including a temporary assignment as a Special Projects Union Representative (S.P.U.R.), so long as it does not interfere with the Employer's business. The Union will give two (2) weeks written notice prior to such requests.

It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority and would reinstate the employee to his/her former schedule of hours and duty assignments at the end of the leave. The leave of absence for an employee selected as a S.P.U.R. shall not exceed ninety (90) days.

ARTICLE 16 – FUNERAL LEAVE

Section 16.1 In the event of a death in the immediate family of an employee, the Employer will pay funeral leave as follows:

- a. All regular full-time and part-time employees (as defined in Article 6) will receive up to three (3) days of scheduled time lost (maximum of eight (8) hours per day) to attend the funeral of the employee's: current spouse, child, step-child, parent, sibling, parent-in-law, step-parent, son-in-law, daughter-in-law, grandparent, grandchild, legal dependent and domestic partner. Additional important relationships may be considered with management approval.

“Domestic Partner” shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months, prior to the date on which the person seeks benefits under this section. Verification of relationship may be required.

- b. Funeral leave shall not be considered as time worked for purposes of calculating overtime pay.

ARTICLE 17 – JURY DUTY

Section 17.1 When summoned for jury duty, the employee shall provide the Employer with a copy of the summons within five (5) days of receipt. Employees summoned for jury duty shall be granted the required time off from work, as indicated in the summons. When not on active jury duty, the employees must call his or her supervisor for a return to work authorization.

Section 17.2 The employee will be issued his/her regular paycheck, which includes the jury duty leave hours as indicated/requested by the court documentation. If documentation is not presented upon the return of jury duty, then the previous amount paid by the company will be withdrawn from the next payroll check issued.

Section 17.3 The policy is limited to payment for the total days paid not to exceed five (5) days. Administration reserves the right to request an employee's absence from jury duty should his/her absence seriously hamper the operation of **River Falls WI OPCO, LLC d/b/a Kinnic Nursing and Rehabilitation**.

ARTICLE 18 – HOLIDAYS

Section 18.1 The following shall be considered holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and (if eligible) one (1) or two (2) as defined in Section 18.2 Personal Holiday. A holiday is a 24 hour period from 11:00pm – 11:00pm, except Christmas Day and New Year's Day where a holiday is a thirty-two (32) hour period commencing on the 3:00pm – 11:00pm shift on Christmas Eve and New Year's Eve respectively. In order to qualify for holiday pay, all regular full-time employees must have completed their probationary period, or any extensions thereof, prior to the date the holiday is celebrated, and must have worked their last scheduled work day prior to the holiday and their first scheduled work day following the holiday.

Section 18.2 PERSONAL FLOATING HOLIDAY(S) **Personal floating holidays are for Grandfathered former full-time Grace employees only.**

Grandfathered former full-time Grace employees, shall be entitled to two (2) personal floating holidays. These two (2) floating holidays must be used before the employee's next anniversary date of employment. These floating holidays may not be used between December 15 and January 15.

Employees must request to use their floating holidays at least one (1) month in advance. The Employer shall notify the employee no later than ten (10) days following their request for personal holiday(s) as to whether it has been approved or denied. Should the employer deny a request, they shall give a written explanation as to why it has been denied.

Section 18.3 **Full-time employees working on Thanksgiving, Christmas and New Year's holidays as listed in section 18.1 shall receive their regular rate of pay for such time**

worked, plus eight (8) hours of holiday pay. Full-time employees shall receive double their regular rate of pay for all hours worked in excess of eight (8) consecutive hours on a holiday. Full-time employees who do not work on the designated holidays shall receive eight (8) hours pay at their regular straight time rate of pay as holiday pay. Regular part-time employees covered by this Agreement, who work on Thanksgiving, Christmas and New Year's holiday, shall receive their regular rate of pay for hours worked on a holiday plus holiday pay at their regular straight time rate of pay for the number of hours actually worked on a holiday. Regular part-time employees who do not work on a holiday shall not receive holiday pay. Full-time employees who are eligible for holiday pay and are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay.

Full-time employees working on the Memorial Day, July Fourth, Labor Day holidays as listed in section 18.1 shall receive their regular rate of pay for such time worked, plus eight (8) hours of holiday pay. Full-time employees shall receive double their regular rate of pay for all hours worked in excess of eight (8) consecutive hours on a holiday. Regular part-time employees covered by this agreement, who work on the Memorial Day, July Fourth, Labor Day holidays, shall receive their regular rate of pay for hours worked on a holiday plus holiday pay at their regular straight time rate of pay for the number of hours actually worked on a holiday. Regular part-time employees who do not work on a holiday shall not receive holiday pay. Full-time employees who are eligible for holiday pay and are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay.

Section 18.4 Employees who are eligible for holiday pay shall forfeit such pay for failure to work their last scheduled day before or first scheduled day after the holiday, unless excused by the Employer for medical reasons.

Section 18.5 Holiday Scheduling Each employee will be designated as an "A" or "B" based on their regularly scheduled weekend shift. "A" employees and "B" employees will alternate year to year following the New Year's holiday except in the cases of emergency or unavoidable situations where it would have the effect of depriving residents (patients) of needed care. "A" holidays are: New Year's, Fourth of July, and Thanksgiving. "B" holidays are: Memorial Day, Labor Day and Christmas.

PRN employees shall be neither an "A" or "B" but shall be expected to make themselves available during each calendar year for work on two (2) of the holidays listed in Section 18.1.

ARTICLE 19 – PAID TIME OFF (PTO)

Section 19.1 - Paid Time Off (PTO) is offered to all full-time and part-time employees who have completed their introductory period of 90 days employment.

PTO is a paid-leave program that combines traditional vacation and sick time into a single benefit award.

PTO for Part-Time Employees: Part-time employees will accrue a maximum of forty (40) hours in a calendar year. The accrual rate for PTO for the part-timers shall be the same accrual rate used to calculate PTO for full-time employees.

All PTO is accrued and earned simultaneously. The employee will begin accruing PTO upon completion of your introductory period and may use this benefit time with prior approval from your department supervisor. Please note that you may be required to provide a physician's excuse for use of PTO due to personal illness or dependent illness. All absence periods due to illness greater than three days will require a physician's excuse.

Employees must use all PTO earned during their benefit year, which is **January 1 – December 31**. However, a maximum of 40 PTO hours can be rolled over into your next benefit year **starting year ending 2022 going into 2023**.

Please review the following PTO accrual schedule and feel free to ask your Payroll Coordinator or Administrator any questions you may have about this policy.

PTO Accrual Schedule

LEVEL	YEARS OF SERVICE	ACCRUAL Rate/Hours/Days
	0-90 Days	0
1	90 Days to 1 Year	.0193 / 40 hours
2	1 Year Anniversary through 4 Year Anniversary	.053846 / 112 hours
3	5 Year Anniversary through 9 Year Anniversary	.07307/152 hours
4	10 Anniversary +	.092307 / 192 hours

Section 19.2 The Employer shall determine how many **PTO's** may be granted each week and post the schedule for sign up January 1 – February 28. **PTO's** shall be approved by seniority during the sign up period.

PTO requests after February 28 shall be approved on a first come first served basis. The employer shall notify the employee no later than ten (10) days following their request for **PTO** as to whether it has been approved or denied. Should the employer deny requests, they shall give the employee a written explanation as to why it has been denied.

Section 19.3 A full week of **PTO** for all regular full-time and part-time employees (as defined in Article 6) shall be calculated by multiplying total number of hours compensated (up to a maximum of 80 hours **for full-time employees and up to a maximum of 40 hours for part-time employees**) on a two-week pay cycle by the corresponding accrual rate based upon the years of service. **With advance permission from the administrator an employee may be allowed more time-off than mentioned in this article.**

Section 19.4 Employees who are eligible for 1 – 3 weeks' **PTO** may have one scheduled (working) weekend off per year.

Employees entitled to four (4) weeks of **PTO** may have two (2) scheduled (working) weekends off per year but may not use more than two (2) consecutive weeks of **PTO** at one time.

Section 19.5 Earned **PTO** is **PTO** as of the **31st of December each year**. Earned **PTO** must be used **prior to the 31st of December**, unless otherwise specifically agreed to in writing between the Employer and the employee **and except for the carryover of PTO to the following year as provided for in Section 19.1**.

Section 19.6 Upon termination or resignation employees shall receive unused earned **PTO** pay if proper two (2) weeks' notice of intent to quit is given and worked the required/agreed resignation period without violating or committing gross misconduct, negligence or abuse. No earned **PTO** will be paid out if the employee is within his/her first year of employment (12 months).

Section 19.7 A former employee whose employment is terminated and who is subsequently reemployed by the Employer assumes the same status as a new employee in regard to **PTO** allowances if the employee is rehired outside of 30 days from termination of employment. If employee is rehired within 30 days of termination of employment, then all River Falls **WI OPCO d/b/a Kinnic Nursing and Rehabilitation** vacation seniority will remain in effect.

Section 19.8 **PTO** must be utilized in increments of one (1) hour.

ARTICLE 20 – BENEFIT PLANS

Section 20.1 HEALTH PLAN

The Employer shall offer a health insurance plan to regular employees who work sixty (60) or more hours per pay period, the first of the month following 60 days of employment. The specific benefits of the plan as well as the plan itself is subject to change or improvement at the Employer's sole discretion, including the amount paid for coverage of such plan and the employees who elect coverage. In the event changes or improvements occur during the life of this Agreement, the Employer need not seek the Union's prior agreement, but the Employer will promptly notify the Union in advance of the changes or improvements and the effective date thereof.

The premium cost of the health plan is to be shared by the Employer and the employee. Annual **employee** increases to premiums shall not exceed 7% per year. Effective **upon ratification**, the Employer shall pay the following amount of the total monthly premium toward any of the plans offered by the Company and selected by the employee: See Appendix A.

The employee portion of the monthly premium (employee portion will be deducted every pay period, 26 times per year) in each of the plans offered by the Employer is as indicated on attached Appendix A.

There shall be benefit reopeners on or before April 15th of every year for the purposes of reviewing any upcoming changes in medical benefits and to be sure that any increases in costs to employees is not above what was allowed for in the Agreement.

Section 20.2 DENTAL PLAN

The Employer shall offer a dental plan to regular full-time and part-time employees (as defined in Article 6), at the employees expense. Dental insurance is available the first of the month following 60 days of employment.

Section 20.3 LIFE INSURANCE

The Employer will provide life insurance and accidental death and dismemberment insurance for all **full-time employees who work sixty (60) or more hours per pay period, effective no later than forty-five (45) days post ratification.** New employees are eligible the first of the month following sixty (60) days of employment.

The coverage will be in the amount of one and one-half the employee's annual base salary rounded up to the nearest thousand. Coverage amounts are adjusted annually on January 1, for the purposes of salary changes, hour changes, etc.

Section 20.4 All bargaining unit members who qualify shall be allowed to participate in the Employers' 401K savings plan. Any discretionary match distribution to bargaining unit members pursuant to such a plan shall not be subject to negotiation. The amount of distribution, if any, to a bargaining unit member shall not be a grievable issue under the terms of this Agreement.

Section 20.5 All employees covered by this Agreement shall be allowed to participate at their expense in the Employer's voluntary insurance products which are available on the first of the month after sixty (60) days of employment and on open enrollment.

ARTICLE 21 – DISCIPLINE AND DISCHARGE

Section 21.1 Employees may not be suspended or discharged except for just cause, consistent with **Employer's** policy and procedures including but not limited to the attendance policy. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within **twenty (20) calendar** days of the date of the disciplinary action.

ARTICLE 22 – GRIEVANCE AND ARBITRATION

Section 22.1 Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled in accordance with the following procedures:

STEP 1 The party must submit a written statement to the other party setting forth the grievance within twenty-five (25) calendar days after the incident giving rise to the grievance. Except that a claim for wages may be submitted by a written statement to the other party within sixty (60) calendar days after the incident giving rise to the grievance occurrence and that a grievance involving a discharge, suspension or disciplinary action must be submitted within the limits in Article 21.

STEP 2 The employee (with or without a steward), or the Union Representative, shall attempt to resolve the grievance with the immediate supervisor and/or Administrator. If the grievance is not resolved within twenty (20) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. Within twenty (20) calendar days after the meeting, the parties may, by mutual agreement, request non-binding mediation with the Federal Mediation and Conciliation Service (FMCS). Either party may also opt to bypass mediation and proceed to Section 22.2, Arbitration.

As an alternative to the first paragraph in step 2, the Union may request a meeting with the Employer. The Union and the Employer shall meet within twenty (20) calendar days following the receipt of the grievance by the Employer. Within twenty (20) calendar days after the meeting, the parties may, by mutual agreement, request non-binding mediation with the Federal Mediation and Conciliation Service (FMCS). Either party may opt to bypass medication and proceed to Section 22.2, Arbitration.

Time for said meeting may be extended by mutual agreement.

Section 22.2 If the grievance is not resolved in Step 2 or Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within **twenty (20) calendar days** following the **meeting of the Employer and the Union in Step 2**. The arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service (FMCS). The Employer and Union shall each alternatively strike one name from the list of arbitrators provided by FMCS, and the order of striking shall be determined by chance. The remaining arbitrator after each party has made three strikes shall hear and determine the dispute.

Section 22.3 The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of

this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding on the parties. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by both parties.

Section 22.5 The time limitations set forth in this Article 21 and Article 22, Discipline and Discharge relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations for filing of grievances shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

ARTICLE 23 – SEVERABILITY

Section 23.1 If any part of this Agreement is held to be in violation of any federal or state law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

Section 23.2 In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE 24 – NO STRIKE/NO LOCKOUT

Section 24.1 There shall be no strike, work stoppage, picketing, sympathy strike or lockout during the term of this Agreement.

ARTICLE 25 – LABOR/MANAGEMENT COMMITTEE

Section 25.1 The parties mutually recognize the importance of good communication between the Employer and the bargaining unit employees. Labor/Management meetings to discuss contractual issues may be set at the discretion of the Union and the Employer.

ARTICLE 26 – MISCELLANEOUS

Section 26.1 An employee selected by the Union to attend a conference, seminar or convention shall be allowed time off without pay to attend such functions as long as it doesn't negatively affect patient care.

Section 26.2 All mandatory in-services will be one (1) hour in length and paid for by the Employer. **If the Company requires an employee to attend a mandatory in-service after the employees' regularly scheduled hours, the company will pay the employee a minimum of one (1) hours pay or pay for the time spent at the in-service, whichever is greater, provided**

the in-service was not offered by the Company during the employees' regularly scheduled hours. The Employer agrees to give as much advanced notice as possible of such mandatory in-services.

Section 26.3 Benefits will accrue on all compensated hours up to an annual maximum of 2080 hours.

Section 26.4 An employee who has qualified for a L.O.A. under the guidelines of the FMLA and who has exhausted all of their current available benefits of **PTO** and personal floating holidays, will qualify for a voluntary transfer of the same benefits from other employees. An employee may elect to transfer some of their benefits to another employee. Any and all benefit hours transferred, will be paid at the **recipient's** regular rate of pay at the time of the transfer. An employee who qualified for benefit transfer during their L.O.A. will, upon returning to work, be allowed to take vacation time that had been signed up for and granted under Article 19, Section 19.2. It is understood that the granted vacation will be guaranteed time off only, as the employee would have already been paid the vacation pay during their L.O.A. Should the employee no longer desire the vacation time away, they shall notify the employer as soon as possible so the employer can offer that vacation time to other employees.

ARTICLE 27 – UNION REPRESENTATIVE ACCESS

Section 27.1 A Business Representative of the Union, upon notification to the Employer, shall be permitted to visit the Employer at a mutually satisfactory time for the purpose of administering this Agreement. During such visits, the Union Business Representative shall comply with all applicable Employer rules and shall not interfere with the operations and services of the Employer. A meeting room will be provided for the Union Business Representative to meet with individual employees during non-work periods.

Section 27.2

A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately following any company new hire orientation; when not possible, the Union Representative will be allowed to schedule a visit when the new hire (or rehired) is on the schedule if they have not yet met with a Union Representative.

Section 27.3

The Employer will on or before the thirtieth (30th) day of employment of a new hire, provide the Union with the full name, address, telephone number, job classification, date of hire and rate of pay for the new hire.

ARTICLE 28 – SCOPE OF AGREEMENT

Section 28.1 This Agreement shall be limited in its scope and application to only employees of the Employer in those classifications and status described in Article 1 hereof as constituting the appropriate unit for purposes of collective bargaining. This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements, practices or understandings

of any kind. It is agreed that the wage and benefits contained in this Agreement are minimum wage and benefits and do not prevent the Employer, at its discretion, from granting additional wages or benefit provisions to an employee of the facility.

ARTICLE 29 – MINIMUM SCHEDULE OF WAGES

Section 29.1 Credit For Experience

A. All current employees hired prior to contract ratification wage increases:

Upon Ratification:	1.5%	
Year 2:	1%	2/1/23
	1%	8/1/23
Year 3:	1%	2/1/24
	1%	8/1/24

B. The new hire rate for Nursing Assistants Registered, Certified Medication Technicians and Restorative Nursing Assistants shall be:

New Hire after Ratification

Years of Experience	Current	Year 1	Year 2	Year 3
Start	\$15.34	\$15.49	\$15.65	\$15.80
6 Months	\$15.50	\$15.66	\$15.81	\$15.97
1 Year	\$15.69	\$15.85	\$16.01	\$16.17
2 Years	\$15.99	\$16.15	\$16.31	\$16.47
3 Years	\$16.44	\$16.60	\$16.77	\$16.94
4 Years	\$16.92	\$17.09	\$17.26	\$17.43
5 Years	\$17.38	\$17.55	\$17.73	\$17.91
6 Years	\$17.66	\$17.84	\$18.01	\$18.20
7 Years	\$17.96	\$18.14	\$18.32	\$18.50
8 Years	\$18.23	\$18.41	\$18.60	\$18.78
9 Years	\$18.52	\$18.71	\$18.89	\$19.08
10 Years	\$18.81	\$19.00	\$19.19	\$19.38

C. Restorative Nurses Aide's, Certified Medication Technicians and Hospitality Aides are paid a \$1.00/hour differential for the time that they perform these jobs.

D. The new hire rate for Housekeeping, Laundry, Activity Aides, Hospitality Aides shall be:

New Hire After Ratification

	Current	Year 1	Year 2	Year 3
Start	\$12.64	\$12.77	\$12.89	\$13.02
6 Months	\$12.81	\$12.94	\$13.07	\$13.20
1 Year	\$13.00	\$13.13	\$13.26	\$13.39
2 Years	\$13.17	\$13.30	\$13.43	\$13.57
3 Years	\$13.34	\$13.47	\$13.61	\$13.74
4 Years	\$13.52	\$13.66	\$13.79	\$13.93
5 Years	\$13.69	\$13.83	\$13.97	\$14.10

E. The new hire rate for Dietary Cooks shall be:

New Hires After Ratification

	Current	Year 1	Year 2	Year 3
Start	\$12.09	\$12.21	\$12.33	\$12.46
6 Months	\$12.20	\$12.32	\$12.45	\$12.57
1 Year	\$12.30	\$12.42	\$12.55	\$12.67
2 Years	\$12.40	\$12.52	\$12.65	\$12.78
3 Years	\$12.97	\$13.10	\$13.23	\$13.36
4 Years	\$13.19	\$13.32	\$13.46	\$13.59
5 Years	\$13.39	\$13.52	\$13.66	\$13.80

F. The new hire rate for Dietary Aides shall be:

New Hires After Ratification

	Current	Year 1	Year 2	Year 3
Start	\$10.38	\$10.48	\$10.59	\$10.69
6 Months	\$10.49	\$10.59	\$10.70	\$10.81
1 Year	\$10.59	\$10.70	\$10.80	\$10.91
2 Years	\$10.69	\$10.80	\$10.90	\$11.01
3 Years	\$10.90	\$11.01	\$11.12	\$11.23
4 Years	\$11.11	\$11.22	\$11.33	\$11.45
5 Years	\$11.31	\$11.42	\$11.54	\$11.65
5+ Years	\$11.52	\$11.64	\$11.75	\$11.87

G. The new hire will receive the wage increases provided for in Section 29.1 (a). A new hire must be employed at least sixty (60) days before receiving a contractual increase. If the new hire has not been employed for sixty (60) days on the date of the contractual increase, the new hire must wait until they have completed sixty (60) days of employment to receive the increase.

Section 29.2 Shift Differentials During the term of this Agreement the shift differentials shall be as follows: PM and Night Shift diffs apply to nursing assistants, RNAs, CMT's and hospitality aides.

a. "p.m." shift - \$1.00 per hour

- b. "night" shift - \$1.75 per hour
- c. RNA's, CMTs and Hospitality Aides are paid a \$1.00/hour differential.

It is understood that the Employer shall, at its sole discretion, determine the starting and quitting times for the p.m. shift and the night shift.

Section 29.3 Mentoring Premium Pay From time to time the Employer may utilize employees as a mentor to a new employee. When an employee is so utilized, he/she shall receive an additional one dollar (\$1.00) per hour, contingent upon completion of the skills checkoff list for the oriented employee. The Employer has the exclusive right to determine who will be used as a mentor and when it is necessary. Including Dietary Cook and Dietary Aides.

Section 29.4 Additional Weekend Premium is payable to regularly scheduled full or part-time nursing assistants, RNAs, CMT's laundry, housekeeping, hospitality aides, dietary cooks and dietary aides who pick up additional weekend shifts beyond their normal two (2) weekends (four (4) shifts) per month. These employees as defined above will receive an additional two dollars and fifty cents (\$2.50) per hour for all additional hours worked. The employee must work his or her normal scheduled weekend shifts before and after the unscheduled weekend shifts to be eligible for the additional two dollars and fifty cents (\$2.50) per hour. Weekend Premium does not apply to employees who choose to work only every weekend as their regular schedule.

Section 29.5 Bonus Pay For Reference

- a. 29.3 Mentoring Premium Pay
- b. 29.4 Additional Weekend Premium

ARTICLE 30 – TERM OF AGREEMENT

Section 30.1 THIS AGREEMENT shall become effective upon ratification of this Agreement on February 28, 2022 and shall continue to the **1st day of March 2025** and provided further, that the Agreement shall automatically be renewed from year to year unless either party shall notify the other party in writing at least ninety (90) days prior to the expiration date of **March 1, 2025**, that it desires to change or modify the terms thereof.

Section 30.2: Benefit Plan Re-opener **April 15, 2022, April 15, 2023, and April 15, 2024.**

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have executed this Agreement this 21 day of November, 2022.

Kinnic Health and Rehab

United Food and Commercial Workers
Union Local 1189

M. Peckham, NHA
For the Employer

Bob [Signature]
For the Union

Administrator
Title

UNION REPRESENTATIVE
Title

APPENDIX A
2021 BENEFIT DEDUCTIONS/PREMIUMS

MEC+				
Tier	Rate	ER Contrib	EE Contrib	EE Cost per pay period
EE	\$ 60.00	\$ 0.00	\$ 60.00	\$ 27.69
ESP	\$ 239.01	\$ 105.00	\$ 134.01	\$ 61.85
ECH	\$ 255.00	\$ 140.99	\$ 114.01	\$ 52.62
FAM	\$ 330.01	\$ 143.01	\$ 187.01	\$ 86.31

VALUE				
Tier	Rate	ER Contrib	EE Contrib	EE Cost per pay period
EE	\$ 590.37	\$ 500.37	\$ 90.00	\$ 41.54
ESP	\$ 1,033.15	\$ 602.16	\$ 430.99	\$ 198.92
ECH	\$ 885.55	\$ 539.56	\$ 346.00	\$ 159.69
FAM	\$ 1,475.93	\$ 753.93	\$ 722.00	\$ 333.23

BASE				
Tier	Rate	ER Contrib	EE Contrib	EE Cost per pay period
EE	\$ 655.96	\$ 530.97	\$ 125.00	\$ 57.69
ESP	\$ 1,147.94	\$ 549.94	\$ 598.00	\$ 276.00
ECH	\$ 983.94	\$ 502.94	\$ 481.00	\$ 222.00
FAM	\$ 1,639.92	\$ 636.93	\$ 1,002.99	\$ 462.92

DELUXE				
Tier	Rate	ER Contrib	EE Contrib	EE Cost per pay period
EE	\$ 790.32	\$ 491.32	\$ 299.00	\$ 138.00
ESP	\$ 1,383.06	\$ 459.06	\$ 924.00	\$ 426.46
ECH	\$ 1,185.48	\$ 411.48	\$ 774.00	\$ 357.23
FAM	\$ 1,975.80	\$ 531.80	\$ 1,444.00	\$ 666.46