

UNITED PIONEER HOME
Effective 10/01/2022– 10/01/2024

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2022 - 2024 COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
UNITED PIONEER HOMES, INC.
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1st day of October, **2022**, by and between United Food and Commercial Workers Union Local 1189 chartered by the United Food and Commercial Workers International AFL-CIO and CLC, hereinafter referred to as the Union and United Pioneer Home, Inc., Luck, Wisconsin, a Wisconsin non-profit corporation, organized under the laws of the State of Wisconsin, hereinafter referred to as the Employer.

ARTICLE 1 - RECOGNITION

1.1 **Sole Representative:** The Employer recognizes the Union as the sole collective bargaining agent with respect to wages hours and conditions of labor, of all full-time, regular part-time, reserve, and seasonal Certified Nurse Assistants, Laundry Employees, Housekeeping Employees and Dietary/Kitchen Employees employed at the 623 south 2nd street, Luck Wisconsin nursing home, Excluding all Registered Nurses, Licensed Practical Nurses, office/clerical employees, supervisors as defined under the act, managers, all other employees, and guards.

1.2 **Union Dues Check off:**

A. 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. Dues Checkoff authorizations are revocable one year after they are authorized. Additionally, in no event shall such written authorization extend beyond the termination date of this Agreement. The Employer assumes no obligation, financial or otherwise, arising out of any provisions of this Article and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions, suits or other forms of liability arising out of the deduction of money for union dues or initiation fees from any employee's pay. The Union assumes full responsibility for the disposition of the money so deducted once they have been turned over to the Union.

B. The Employer shall make the requested deductions on a bi-weekly basis and transmitted to the Union monthly. Together with the timely transmittal of the total deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made. The employer will notify the Union of any new hire and their orientation time within at least 24 hours prior to new hire orientation.

1.3 **Refunds:** 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.

1.4 **Union Visits:** A Union Representative will be allowed to make visits as needed to the facility. 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 this is not possible, the Union Representative will be allowed to schedule a visit when the new hire (or rehire) is on the schedule if they have not yet met with a Union Representative.

1.5 Union Bulletin Board: The Employer shall provide space on a bulletin board for the Union to post notices relating to legitimate Union business and activities. Any other notices must have Employer approval.

ARTICLE 2 - CLASSIFICATION OF EMPLOYEES

2.1 Full-Time: Full-time employees shall be those employees who are regularly scheduled to work sixty-four (64) hours in a two (2) week work period.

2.2 Part-Time: Part-time employees shall be those employees who are regularly scheduled to work less than sixty-four (64) hours in a two (2) week work period.

2.3 Reserve and Seasonal Employees:

A. Reserve employees shall be those employees who are hired to work without a posted schedule or guarantees of hours; are required to be available for a minimum of thirty two (32) hours within a four (4) week scheduling period

B. Seasonal employees shall be those employees hired to work during the summer and holiday seasons.

C. Reserve and Seasonal employees are paid by the hour but do not receive or accrue fringe benefits with the exception of time and one-half (1½) on holidays actually worked. Seasonal employees are covered by this Agreement after the completion of their initial probationary period. **Seasonal employees are responsible for providing their availability. A Seasonal employee that has not worked in 6 months may be terminated.**

ARTICLE 3 - PAY PERIODS

3.1 Each pay period shall consist of two calendar weeks. Payday shall be Friday except if a holiday falls on Friday in which case payday shall be Thursday.

3.2 An Employer error in an employee's paycheck which is verified by the Tuesday following the regular pay day shall have the error resolved by the Friday following the regular pay day. Employee errors, such as not punching in or out, shall be included in the employee's next regular paycheck.

3.3 The Employer will have a process to allow employees to review their time punches prior to the date the Employer submits the hours to their payroll department or service.

3.4 Available Vacation and Sick hours will appear on the employee's paycheck. If such a system is not feasible, the Employer will provide a printed statement of the employees benefit balance upon request.

3.5 Missed Punches. The employer and the Union will work together to improve missed punches. In the event of excessive missed punches, the Employer will meet with the employee to discuss and may administer progressive discipline. In the event missed punches do not improve, then the Employer and the Union will meet to negotiate a missed punch policy which is more narrowly tailored than the progressive discipline the Employer was providing for missed punches.

ARTICLE 4 - HOURS OF WORK

4.1 Work Schedules

A. Work schedules shall be posted in each department a minimum of two weeks in advance. In addition, scheduled hours are any hours that are agreed to between the employee and the scheduler prior to or after the schedule is posted. When changes in the posted work schedule are necessary, they will be made by mutual agreement.

B. An employee desiring a specific day or days off shall notify the Employer two weeks or more prior to the schedule being posted. A request for an alteration to the posted schedule by an employee may be granted if the employee obtains their own replacement acceptable to the Department Head. Employees shall notify their Department Head at least forty-eight (48) hours prior to any exchange unless impossible due to an emergency situation for Department Head approval.

4.2 Weekends: Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in cases of emergency, unavoidable circumstances or by mutual agreement between the Employer and the employee.

Employees who miss or call in on a weekend shift they are scheduled to work shall be required to work the next weekend on the same shift they call in on. The senior employee on that shift shall be given the option to take the shift off if there is adequate staffing on that shift, and after pool employees have been called off. If the most senior employee does not take the shift off, the employer will go down the list by seniority looking for a volunteer to take the shift off. If no senior employee volunteers, the least senior shall be taken off the shift that day. Changes made to the schedule based on a weekend make up shift only will not be considered a violation of Section 4.1 A above. All reasonably possible measures shall be taken to call off pool employees and to notify affected employees as soon as possible of schedule changes.

The opportunity to take the shift off shall not be available to the employee who was required to work the weekend shift due to a missed weekend shift.

4.3 Four Hour Minimum: 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 in lieu thereof. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

4.4 Call-In Hours: Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the rate of their regular position. The employee can waive the four-hour minimum and be paid for the actual hours worked.

4.5 Overtime Pay: All overtime must be preapproved. Overtime pay shall be one and one-half (1-1/2) times the employee's regular rate of pay. All employees shall be paid overtime for all hours worked in excess of eight (8) hours per day, and eighty (80) hours in a two (2) week work period.

4.6 Work Period: A two (2) week work period shall begin with the beginning of the day shift on Saturday, which is the beginning of the pay period, and end with the close of the night shift on Friday, two (2) weeks or fourteen (14) days later.

4.7 Meetings and In-services: Employees will be paid a minimum of one (1) hour for attending all meetings and in-services. In the event that an employee will need to miss a mandatory meeting or in-service, they will be allowed two weeks from the day the employee returns to make up the meeting. The employee will be compensated a minimum of one hour or actual time, whichever is greater.

ARTICLE 5 - SCHEDULE OF WAGES

5.1 Wages: Effective with the Agreement, employees shall be paid in accordance with the following classification and wage schedule. The wage rates shown hereon are the basic hourly rates of pay. Employees paid above scale and/or over scale shall receive the same increases as in all job categories on the same dates listed below.

HOUSEKEEPING/DIETARY

<u>Years</u>	<u>Current</u>	<u>10/1/22</u>	<u>10/1/23</u>
0	\$ 11.05	\$ 12.38	Wage Re-opener
1 year	\$ 11.31	\$ 12.62	
2 year	\$ 11.55	\$ 12.88	
3 year	\$ 11.77	\$ 13.13	
4 year	\$ 11.99	\$ 13.40	
5 year	\$ 12.22	\$ 13.66	
6 year	\$ 12.44	\$ 13.94	
7 year	\$ 12.69	\$ 14.22	
8 year	\$ 12.90	\$ 14.50	
9 year	\$ 13.13	\$ 14.79	
10 year	\$ 13.34	\$ 15.09	
11 year		\$ 15.27	
12 year		\$ 15.45	
13 year		\$ 15.63	
14 year		\$ 15.81	
15 year		\$ 15.99	

COOKS

<u>Years</u>	<u>Current</u>	<u>10/1/22</u>	<u>10/1/23</u>
0	\$12.32	\$14.01	Wage Re-opener
1 year	\$12.58	\$14.29	
2 year	\$12.84	\$14.58	
3 year	\$13.10	\$14.87	
4 year	\$13.35	\$15.17	
5 year	\$13.60	\$15.47	
6 year	\$13.85	\$15.78	
7 year	\$14.11	\$16.10	
8 year	\$14.36	\$16.42	
9 year	\$14.60	\$16.75	
10 year	\$14.84	\$17.08	
11 year		\$17.26	
12 year		\$17.44	
13 year		\$17.62	
14 year		\$17.80	
15 year		\$17.98	

LAUNDRY

<u>Years</u>	<u>Current</u>	<u>10/1/22</u>	<u>10/1/23</u>
0	\$ 10.19	\$ 11.59	Wage Re-opener
1 year	\$ 10.35	\$ 11.82	
2 Year	\$ 10.53	\$ 12.06	
3 year	\$ 10.71	\$ 12.30	
4 year	\$ 10.89	\$ 12.55	
5 year	\$ 11.07	\$ 12.80	
6 year	\$ 11.26	\$ 13.05	
7 year	\$ 11.44	\$ 13.31	
8 year	\$ 11.61	\$ 13.58	
9 year	\$ 11.77	\$ 13.85	
10 year	\$ 11.94	\$ 14.13	
11 year		\$ 14.31	
12 year		\$ 14.49	
13 year		\$ 14.67	
14 year		\$ 14.85	
15 year		\$ 15.03	

CNAs

<u>Years</u>	<u>Current</u>	<u>10/1/22</u>	<u>10/1/23</u>
0	\$ 15.25	\$ 17.08	Wage Re-opener
1 year	\$ 15.48	\$ 17.42	
2 year	\$ 15.75	\$ 17.77	
3 year	\$ 16.04	\$ 18.13	
4 year	\$ 16.29	\$ 18.49	
5 year	\$ 16.56	\$ 18.86	
6 year	\$ 16.84	\$ 19.23	
7 year	\$ 17.11	\$ 19.62	
8 year	\$ 17.32	\$ 20.01	
9 year	\$ 17.54	\$ 20.41	
10 year	\$ 17.75	\$ 20.82	
11 year		\$ 21.00	
12 year		\$ 21.18	
13 year		\$ 21.36	
14 year		\$ 21.54	
15 year		\$ 21.72	

Employees paid above scale and/or over scale shall receive the same increases as in all job categories on the same dates listed below.

5.2 Former Employees: After the effective date of the Agreement, former employees who are rehired within six (6) months will be given full credit (up to the top of the scale) for their prior years of service with the Employer, provided they originally resigned and were not terminated for just cause.

5.3 Shift Differential:

Shift Differential to **\$2.50** per hour for CNA's on PM shift.

Shift Differential to **\$1.50** per hour for CNA's on NOC shift and all other bargaining unit members.

5.4 Bonus Pay: Once employees complete their initial departmental orientation hours (maximum 64 hours), they are entitled to bonus pay. When an employee works hours in addition to those normally scheduled the Employer will pay the employee an additional **\$2.75** per additional hour during the week and **\$5.00** per additional hour on the weekend (not a makeup weekend). This bonus is in addition to any differential or overtime pay the employee would otherwise be entitled to.

Reserve employees are entitled to bonus pay after completing 32 hours of work in a calendar month.

5.5 Experience Credit New hires may be granted experience credit for relevant experience within the previous twenty (20) years of hire. Experience credit will be awarded at 50% credit and will be based upon actual hours worked. A maximum of ten (10) years/ credit will be awarded. The new hire will be responsible for obtaining proof of hours worked and duties performed in order to qualify.

***** All current employees hired within the past 3 years will be given ninety (90) days to provide documentation of experience credit per the above language and will have their wage adjusted accordingly. Wages will not be retroactive and will not adjust seniority.***

ARTICLE 6 - HOLIDAYS

6.1 Definition:

A. The following days shall be considered holidays: New Year's, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas, and the employee's birthday (full time only).

B. Holiday Start/End

1. The Memorial Day, Independence Day (Fourth of July), Labor Day, and Thanksgiving Day holidays will start with the beginning of the day shift on the holiday and end with the conclusion of the night shift on the holiday.
2. The Christmas and New Year's holidays will start with the beginning of the afternoon shift on the eve before the holiday and end with the conclusion of the night shift on holiday.

6.2 Holiday Pay:

A. Holiday pay will be included in the paycheck for the pay period in which the holiday occurs.

B. Holiday pay for full-time employees shall be equal to eight (8) hours of pay at the employee's regular hourly rate of pay for each of holidays listed above. Full-time employees will be paid their regular hourly shift pay plus holiday pay for holidays worked.

C. Part-time employees shall be paid time and one-half of the employee's regular hourly rate of pay for the hours actually worked on the holiday.

D. All overtime hours to be worked on a holiday must be preapproved by management. Overtime for hours actually worked on the holiday will be paid at the rate of double time (2x) for part time employees and double time and one half (2½x) for full time employees.

ARTICLE 7 - SENIORITY

7.1 Definition:

A. Seniority will be defined as the employee's length of continuous service within the bargaining unit since the employee's most recent date of hire.

B. The Employer will provide to the Union and also post at the work site, an updated seniority list, consisting of the employee's name, most recent date of hire in the bargaining unit, department and classification, January 1 and July 1 of each year.

7.2 Lay-off and Hours Reduction:

A. Seniority shall prevail in regard to lay-off, hours reduction, and rehire with the least senior Employee being the first laid off or reduced and the last recalled. Employees on lay-off or reduction will have recall rights for a period of twelve (12) months. Any Employee refusing a recall shall forfeit all recall rights. Reserve and Seasonal employees shall not receive hours if there are regular full-time or part-time employees available to work but not on the schedule due to involuntary lay-off or reduction of hours.

B. When the Employer reduces hours on a day to day or per shift basis, employees may volunteer to reduce their hours, starting with the most senior employee first. If no employee volunteers to reduce his or her hours, the Employer will reduce or cancel employees in the following order:

1. Reserve or Seasonal employees working overtime (over eight (8) in the day)
2. Regular Full-time or Part-time employees working overtime (over eight (8) in the day)
3. Reserve or Seasonal employees (actually working or scheduled to work)
4. Regular Full-time or Part-time employees that have picked up a shift (on the day)
5. Least senior employee (actually working or scheduled to work)

7.3 Job Vacancies

A. Seniority order for the purposes of filling vacancies and awarding hours, beginning with the most senior, will be as follows:

1. Employees with a regular posting;
2. Reserve employees
3. Seasonal employees
4. All other qualified employees.

It is understood that the Employer will offer overtime hours, by seniority, before granting the hours to non-employees. In the event an employee desires to work a shift granted to a non-employee (agency or pool employee), they must notify the employer no less than seventy-two (72) hours in advance of the desired shift.

B. All vacancies shall be posted near the time clock for a seven (7) day period, or until all qualified employees have declined. The seven (7) day posting requirement will be waived in situations where the position becomes vacant again within fifteen (15) days of hire. Employees, by seniority, may request additional hours, promotion or transfer to such vacant position during the posting period. This Article shall not be construed in such a way as to give any employee a claim to a job or duties of which he or she is unable to perform or to a job which is supervisory in nature and therefore not subject to contract.

7.4 Known Available Hours: The Employer shall post a list of known available hours and a sign-up sheet simultaneously with the posting of each new work schedule. Employees who desire to work the known available hours may sign the sign-up sheet, indicating their willingness to work such hours. The Employer shall award the known available hours by seniority at the conclusion of the seven (7) day posting period.

7.5 Filling of Unexpected Open Shifts

A. For the purposes of scheduling and temporarily filling open shifts, the Employer shall maintain a list of employees willing to work additional hours, and shall use said list to schedule, to fill open hours, and to temporarily fill hours that unexpectedly become available. Such hours to be temporarily filled will be offered to those signing the above list based upon seniority.

B. Employees who do not sign a list indicating they want additional hours shall be considered as having waived their right to claim the extra hours.

7.6 Probation: All new employees shall be given a trial period of sixty (60) days before acquiring any seniority and during such trial period the Employer may terminate the employment of such employee without cause and without consent of or notice to the Union. The Employer may extend the probationary period of an employee for performance or behavior considerations, provided that any extension shall not exceed thirty (30) calendar days, and shall notify the Union in writing, prior to the sixtieth (60th) day of any extension and the reason for such extension.

7.7 New Job Descriptions: If any new job descriptions are instituted, the rate of pay shall be negotiated at that time.

7.8 Incentives and Bonuses: If the Employer institutes additional incentives or bonuses, it will notify the Union.

7.9 Reassignments: If, because of staffing needs, it becomes necessary to re-assign an employee to other duties, the Employer will use reverse seniority among those present and qualified within the facility.

ARTICLE 8 - TERMINATION OF EMPLOYMENT

8.1 Discipline, Suspension, Demotion or Discharge:

A. Employees may only be disciplined suspended, demoted or discharged for just cause. All bargain unit employees are expected to abide by the policies and procedures of United Pioneer Home. Failure to comply with such policies may lead to disciplinary action.

B. All discipline will be issued by the Employer within ten (10) calendar days of the incident, or in the exercise of reasonable care when the Employer first becomes aware of the incident, or the first day the employee works thereafter, in order to be valid for disciplinary purposes. If the situation requires an investigation, the employer may extend the period upon written notification to the affected employee and the Union. Records of disciplinary action will remain valid for the purposes of evaluations and progressive discipline for no more than twelve (12) months.

C. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within ten (10) days after the discipline, suspension, demotion or discharge in question.

8.2 Failure to Report to Work: If the employee fails to notify the Employer of an absence from work prior to the start of a scheduled shift, or fails to report to work as scheduled, the employee may be suspended for one day without pay, unless the employee can provide a justifiable and verifiable reasons for the absence within twenty-four (24) hours.

If the employee fails to notify the Employer for a second consecutive shift, the employee will be considered to have voluntarily resigned unless reasonable, justifiable and verified proof is provided to the Employer within 24 hours of the second scheduled shift absence that the employee could not notify the Employer of the absence because of illness or unforeseen emergency, in which case such employee shall be fully reinstated.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

9.1 Grievances: Any dispute relating to the application of or interpretation to the terms and provisions of this Agreement shall be handled in accordance with the following procedures:

Step 1 - The aggrieved employee and/or Union shall attempt to adjust the grievance with the Employer within ten (10) calendar days of the occurrence of the grievance. If said grievance is not reported to the Employer within ten (10) days of the occurrence of grievance, it shall be considered waived.

Step 2 - If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than ten (10) calendar days following the Step 1 meeting. Within seven (7) 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. The time for said meeting may be extended by mutual agreement.

The Employer shall have 15 calendar days from the date of the Step 2 Meeting to respond, in writing, to the grievance.

Step 3 - If the parties are unable to resolve the grievance in Step 2, they may, by mutual agreement, take this matter to Federal Mediation and Conciliation Services. It shall be non-binding unless the parties agree in advance to adhere to the decision of the mediator.

Step 4 - 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 fifteen (15) calendar days following the Step 2 or Step 3 meeting **response**. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute.

9.2 Selecting an Arbitrator: If no agreement is reached, 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. The Employer and Union shall each alternately strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute. Both the Union and the Employer each have the right to unilaterally reject one panel; the party rejecting a panel is responsible for paying for a second panel.

9.3 Arbitrator Limitation: The authority of the arbitrator shall be limited to making an award relating to the application of or interpretation of 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 issue.

9.4 Thirty Day Award: The arbitrator shall make a good faith effort to issue an award within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union, and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

9.5 Time Limitations: The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations 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 10 - VACATION

10.1 Vacation accrual: All full-time and part-time employees shall receive vacations in accordance with the following schedule:

- A. Employees who have completed one (1) year of service: one (1) week of vacation
- B. Employees who have completed two (2) years of service: two (2) weeks of vacation
- C. Employees who have completed seven (7) years of service: three (3) weeks of vacation
- D. Employees who have completed twelve (12) years of service: four (4) weeks of vacation

E. Employees who have completed twenty (20) years of service: five (5) weeks of vacation

F. Vacation may be accrued up to six (6) weeks, up to two hundred forty (240) hours. This accumulation includes vacation days and perfect attendance days. Employees with twenty (20) years or more of continuous service may cash in accrued; one (1) week, up to forty (40) hours of vacation on their anniversary of their date of hire for any reason.

10.2 Vacation Time Off:

A. Vacation Week: A full week of vacation shall be equal to the employee's average weekly hours during his or her last anniversary year up to a maximum of forty (40) hours per week. All hours paid to the employee during the last anniversary year shall be divided by fifty-two (52) weeks to determine the weekly average, up to a maximum of forty (40) hours for a week.

B. Vacation Days: Employees may take their vacation as multi-day, individual days or half-day increments and all vacation will be paid at the employee's then current regular rate of pay.

10.3 Holidays: If a holiday falls within a vacation period, the employee will be paid the additional holiday hours at regular rate or the option of replacing a vacation day with the holiday hours and saving the vacation day for use at a later date. Employees on approved vacation shall not have to work on the holiday.

10.4 Working Weekends off: Subject to Paragraphs 4.1B and 10.6 (below) of this Agreement, employees will be entitled to working weekends off when his/her working weekend falls during a scheduled vacation based on their years of service for vacation purposes.

1 year of service	1 working weekends off
4 or more years of service	2 working weekends off

A working weekend may be taken as a full weekend or as two (2) individual shifts at different times.

10.5 Payment upon Separation of Employment: Employees: Employees, who terminate employment regardless of the reason and who have completed at least one year of service, shall receive pay for all earned vacation in accordance with the vacation schedule set forth above.

Vacation hours paid out will be reduced by the number of hours employee was scheduled to work if they resign their position without giving a two-week notice.

10.6 Vacation Requests: Vacations sign-up will take place from November 1 through November 30 of each year for the following calendar year. The Employer will determine the number of vacations to be granted each week. Vacations requested during this sign-up period shall be approved based on seniority. The granted vacation shall be placed on a yearly calendar and posted for all employees to see no later than December 15th of each year. Once the vacation calendar has been posted the employees who have been granted vacations by seniority cannot be bumped by a more senior employee. Employees who fail to select vacations during this request period shall select vacations in their respective departments on a first come first serve basis and once granted shall be guaranteed that vacation regardless of seniority.

10.7 Perfect Attendance (PA Day): For each three months the employee does not miss a scheduled work day: employees working sixty-four (64) or more hours per pay period will earn one (1) PA day to a maximum of four (4) eight (8) hour days per year; employees working less than sixty-four (64) hours per pay period will earn one-half (1/2) day of four (4) hours every three months the employee does not miss a schedule work day.

ARTICLE 11 – SICK LEAVE

11.1 Sick Leave Accrual:

A. All employees scheduled and working not less than sixty-four (64) hours per pay period shall accumulate sick leave at the rate of one (1) eight (8) hour day for each calendar month of employment, or twelve per year to a total maximum of thirty-six (36) days. Sick leave shall not be accrued while on an unpaid leave of absence.

B. Part-time employees scheduled and working between twenty-four (24) and sixty-three (63) hours per pay period shall accumulate sick leave at the rate of one-half (1/2) day of four hours for each calendar month of employment or six per year to a total maximum of eighteen (18) days.

C. Employees working less than twenty-four (24) hours in a pay period shall not earn any sick leave benefits.

D. Accumulation of sick leave shall begin from the first day of employment, and eligibility to collect sick leave pay shall begin at the completion of the employee's probation period. Employees may accumulate a maximum of twelve (12) days per anniversary year and an overall maximum of thirty-six (36) days.

11.2 Pay: Employees will be eligible to use paid sick leave for a personal injury or illness or for an approved state or federal Family Medical Leave (FMLA) leave.

11.3 Vacation: Employees who use sick leave not covered under state of federal FMLA or under paragraph 13.3 of this Agreement on two or more occasions within a four (4) month period will

be required to take the first day of such leave without pay or otherwise use any earned but unused vacation or perfect attendance holiday for the first day.

11.4 Sick Leave Abuse: In cases of suspected sick leave abuse, the Employer may require a physician's certificate as evidence of personal illness. Any employee who has received a formal sick leave abuse notice from the Employer and fails to provide a doctor's note as proof of illness will not be eligible for sick leave pay. Such notice is subject to the grievance procedure.

11.5 Any Accrued sick leave is forfeited upon termination of employment for any reason.

ARTICLE 12 - REST PERIODS AND LUNCH PERIODS

12.1 Employees will receive paid breaks and meal periods based on their scheduled shift worked.

SHIFT (Hours Worked)	MEAL	BREAKS
12 Hour Shift	½ Hour Meal Break Paid (unpaid if you leave the property)	One 10-min. Break & One 20-min. Break <u>or</u> Two 10-min. Breaks
10 Hour Shift	½ Hour Meal Break Unpaid	One 10-min. Break & One 20-min. Break <u>or</u> Two 10-min. Breaks
6 - 8 Hour Shift	½ Hour Meal Break Unpaid	One 20-min. Break <u>or</u> Two 10-min. Breaks
5-5.5 Hour Shift	No Meal Break	One 20-min. Break <u>or</u> Two 10-min. Breaks
4 Hour Shift	No Meal Break	One 10-min. Break
Night Shift	Meal Break Paid 1 – 30 min. or 2-15 min. per 8 hour shift.	Only 1 person may be off the floor at a time. Stagger breaks accordingly

12.2 Employees who leave the property during their unpaid 30 minute break must punch out.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Jury Duty: The Employer will pay the difference between regular pay and jury duty pay for time spent on jury duty. If the employee is excused from the court, the employee shall report to work for the remainder of the shift. Time spent on jury duty will count as time worked for all purposes including the accrual benefits.

13.2 Funeral Leave: The Employer shall pay the employee funeral leave to attend the memorial/funeral service that occurs on a regularly scheduled shift for a family member according to the following schedule:

- A. One (1) day for a niece, nephew, aunt or uncle.
- B. Two (2) days (day of funeral/memorial service and scheduled day directly before or after service) for current spouse, children, step-children, parent, step parent, brother, sister, current mother-in-law, current father-in-law, grandparent or grandchildren.
- C. A third day may be granted for those employees that are traveling greater than 200 miles to attend the funeral/memorial service of a relative as identified in 13.2b.
- D. The Employer reserves the right to ask for verification of the death and the relationship.

13.3 Employees become eligible for leaves of absences under Sections 13.4 Medical Leave, 13.6 Personal Leave of Absence, upon completion of **one hundred-eighty (180) days of continuous employment.**

13.4 Medical Leave: Upon verification from a physician, the Employer will grant an unpaid leave of absence to any employee unable to work because of serious personal illness, injury, or pregnancy for a period of not in excess of twelve (12) months. Any employee on such leave shall be reinstated upon furnishing a physician's report certifying that he or she is capable of performing the essential functions of his/her job with or without accommodation. The Employer shall promptly notify the Union of such leave of absence granted to any employee. The Employer may require ongoing verification from a physician of inability to work.

13.5 Family Medical Leave: Employees who meet the eligibility requirements for FMLA may request such leave with proper certification.

13.6 Personal Leave of Absence: An employee may be granted an unpaid leave of absence for up to ninety (90) days upon submission of a written request and verification of legitimate need. The employee must submit a written request for such leave. An extension, not to exceed an additional ninety (90) days, may be granted upon written request and verification of need to the Employer. Such requests and subsequent extensions, if granted, will not be unreasonably denied.

13.7 Union Leave: Upon three weeks advanced notice, the Employer shall grant the necessary time off without pay and without discrimination to for up to three (3) employees designated by the Union to attend a labor convention or to serve in any capacity on other official Union business. Such Union Leave shall be granted for up to two employees from the same department unless it creates an undue burden upon the employer. Such Union Leave will not exceed one year.

13.8 No Change In Anniversary Date: No employee shall have an anniversary date or date of hire changed because any of the above approved leaves.

13.9 Time Limits: Employees returning from an approved Leave of Absence within twelve (12)

weeks shall be returned to the shift and job classification held prior to the leave. Unless the Employer and the Employee mutually agree otherwise, Employees will be returned to work on the next work schedule to be posted subsequent to the employee's request to return. Employees returning after twelve (12) weeks will be returned to work in the same job class without guarantee of the same shift, hours, or schedule.

ARTICLE 14 - SEVERABILITY CLAUSE

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.

ARTICLE 15 - NO STRIKE OR LOCKOUT

There will be no strike, work stoppage, slow down, picketing, or lockout during the term of this Agreement.

ARTICLE 16 - NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation, or disability.

ARTICLE 17 - BENEFIT PLANS

17.1 Health and Welfare:

A. Employer has contracted for group coverage with providers of medical/hospitalization and life insurance. Employer shall have the right to change the plan design and any or all of the providers during the term of this Agreement, September 1st of each year is the renewal date for said coverage.

B. The Employer shall pay **\$710.29** per month towards the health insurance premium. In general, eligibility for health insurance will be determined in accordance with applicable plan documents, insurance contracts, and federal, state, and local law, including, but not limited to, the Affordable Care Act and the Shared Responsibility for Employers Regarding Health Coverage rules and regulations. This section uses "Affordable Care Act", as the federal government agencies do, to refer to the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010, and later laws that amended those laws.

New Full-time employees, determined at the time of hire utilizing the requirements under the Shared Responsibility for Employers Regarding Health Coverage rules and regulation, will be offered coverage at the end of their eligibility period. All other employee eligibility will be determined at the end of any applicable measurement period utilizing the look-back measurement method per the Shared Responsibility for Employers Regarding Health coverage rules and regulations.

C. In the event of an increase in the cost of health insurance as of the September 1st renewal, the Employer will maintain the current percentage/ratio for health insurance (medical/hospitalization) for each of the plans offered. In the event of an increase of 10% or more, and/or a loss of carrier, the Employer and the Union will meet to negotiate over such increases.

17.2 125 Plan: The Employer shall offer a Section 125 Plan to allow for before tax deductions for qualified insurance plan premiums.

17.3 Life Insurance: Full-time employees **will be provided with \$25,000 term life insurance coverage and \$25,000 accidental death and dismemberment insurance effective the first day of the month after 90 days of employment.**

17.4 Retirement Plan: **The Employer will contribute to the United Food & Commercial Workers Union Local 1189 St. Paul Food Employers Defined Contribution Plan (401- A/K) on behalf of all employees in the bargaining unit who have completed probation as follows: \$0.15 per hour.**

Wage Re-opener 10/01/23.

ARTICLE 18 – MISCELLANEOUS

18.1 Uniforms: Within the first payroll of May, full-time employees will receive a **ninety** dollar (\$90) per year uniform allowance and part-time employees will receive a **forty-five** dollar (\$45) per year uniform allowance.

18.2 Safety Committee: The Employer's Safety Committee shall include a Union Steward or a designated Union member.

18.3 Mileage Reimbursement: The Employer will reimburse employees for necessary mileage driven on behalf of and pre-approved by the Employer, as provided under IRS rules.

ARTICLE 19 – MANAGEMENT RIGHTS

All the rights, powers, prerogatives and authority the Company had prior to the execution of this Agreement are retained by the Company and remain exclusively within the rights of management. The rights, powers, prerogatives and authority of the Employer include, without being limited to, the right to determine qualifications for positions, to determine the number of employees, to select, hire, train, layoff, assign and reassign employees, to determine performance and quality standards, to create jobs, to evaluate employees' performance, to establish and modify

rules and practices, including safety, disciplinary and work rules and practices, to determine the location, number and type of facilities and departments, to control and regulate the use of equipment, to establish and modify light duty programs or positions, and to direct and discipline the work force, including the right to discipline, suspend and discharge employees for just cause. The Employer shall have the right to establish training programs and establish reasonable policies. To the extent that the rights, powers, prerogatives and authority of the Employer have been specifically abridged, delegated, granted, or modified by this Agreement, the issues relating thereto are subject to the grievance-arbitration procedure.

ARTICLE 20 - TERM OF AGREEMENT

20.1 Effective Date and Termination

This Agreement shall be in full force and effect from October 1, 2022 until midnight on October 1, 2024 and shall remain in effect thereafter from year to year unless either party serves notice in writing upon the other party at least ninety (90) days prior to the expiration date if it desires to terminate, modify or amend the provisions of this Agreement.

20.2 Amending This Agreement

No Amendments or modification of this Agreement shall be valid unless they have been either mandated by a State or Federal Law or agreed to by the Employer and the Union and reduced to writing. If amended by the parties, the amendment shall be attached to the Agreement by addendum and signed by both parties

20.3 Wage Re-Opener

The parties have agreed to a wage re-opener 10/1/2023.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first above written.

EMPLOYER
UNITED PIONEER HOME

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189
AFL-CIO

By: 

By: 

Title: 

Title: 

*Employer will place the following statement in the handbook:

The United Pioneer Home, Luck Wisconsin, recognizes the importance and respects the efforts of all the employees who share the tasks of delivering excellent care in a safe, productive, and respectful work environment for all its residents.