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PRESCOTT NURSING AND REHABILITATION
11/01/19 – 10/31/2022

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189
AND

ATRIUM CENTERS, INC., d.b.a. PRESCOTT NURSING AND REHABILITATION
COMMUNITY

AGREEMENT

THIS AGREEMENT, made this 1st day of November, 2019 by and between Prescott Nursing and Rehabilitation located at 1505 Orrin Road, Prescott, Wisconsin 54021, 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 sole representative of all its regularly scheduled full and part time Service and Maintenance employees, Licensed Practical Nurses and Registered Nurses, excluding administrators, office clerical employees, supervisory employees as defined by the National Labor Relations Act, as amended, guards and on-call employees, for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified. Regular scheduled employees are defined as employees who are assigned on the Master Schedule on a regular full and part-time basis year around. On-call employees (as defined in Article 6) are not considered regular scheduled employees under the provisions of this Article.

ARTICLE 2
UNION SECURITY

Section 2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union remain members in good standing and those who are not members on the effective day of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the ninety-first (91st) day following the beginning of such employment become and remain members in good standing in the Union.

"In good standing," for the purposes of the agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all employees covered by this agreement.

In the event that Wisconsin's Right-to-Work law is repealed during the term of this Agreement, the parties agree that the union security language of Section 2.1 shall again be in full force and effect.

Section 2.2 Employees shall be probationary employees for the first ninety (90) 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 or constituting a grievance hereunder.

Section 2.3 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 met with the Union Representative.

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 which shall be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

Section 3.2 The Employer agrees to deduct Union dues as prescribed by the Union. Such deduction will be made from the wages of the employee and transmitted to the Union no later than the fifteenth (15th) day of each calendar month. In the event that no wages are due an employee or the wages are not sufficient to cover the required deduction, the deduction shall nevertheless be made from the first wages of adequate amount next due the employee and will be transmitted to the Union with the next remittance. The Employer will furnish the Union with a list of the employees for whom deductions were made concurrent with the transmittal of the deductions referred to above.

Section 3.3 The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund, if requested.

ARTICLE 4 UNION REPRESENTATIVE ACCESS

Section 4.1 A Union Representative, upon a courtesy notification to the Center, shall be permitted to visit the Center at a mutually satisfactory time for the purpose of administering this Agreement. During such visits, the Union Representative shall comply with all applicable center rules and shall not interfere with the operations and services of the Center. A meeting room will be provided for the Union Representative to meet with individual employees during non-work periods.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1

All management rights, powers, authority, prerogatives and functions, regardless of whether exercised in the past and prior to the effective date of this Agreement and regardless of whether exercised in the future following the effective date of this Agreement and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized, and the Union agrees, that such management rights, powers, authority, prerogatives and functions include, by the way of illustration and not by way of limitation and are in no way whatsoever limited to, the following:

- A. the right to manage and control the Employer and its Facility in all of its operations and activities;
- B. the right to determine all matters of Facility and management policy, Facility and department scope, layout, operation and location; including determining the quality and quantity of work performed;
- C. the right to schedule work and to determine the location where work will be performed;
- D. the right to terminate, merge, consolidate, sell or otherwise transfer or reorganize the Employer's operations and services or any part thereof;
- E. the right to direct the working force including, but in no way limited to, the right to hire, discipline for just cause, suspend for just cause, discharge for just cause, promote, demote, assign, train, internally transfer or layoff and recall employees;
- F. the right to determine the size of the work force;
- G. the right to determine and establish job classifications of work, job descriptions and qualifications, the assignment of duties and the number of employees and staffing patterns required and the number of hours in employee work schedules; and to maintain and improve efficiency;
- H. the right to establish and change work schedules and shifts and to provide and assign personnel;
- I. the right to eliminate totally or partially or combine or otherwise revise existing job classifications, job descriptions, jobs or positions;
- J. the right to establish and change from time to time reasonable rules and regulations, including safety rules and regulations, and to fix and determine penalties for violations; including the right to implement and administer alcohol and drug testing, including provisions for random testing;

- K. the right to maintain safety, order and efficiency;
- L. the right to determine the methods, procedures, equipment, processes and means of monitoring the Employer's premises to ensure the safety and security of the residents of the Facility, their property, and the Employer's property;
- M. the right to establish satisfactory productivity and work standards;
- N. the sole right to make judgments as to employee qualifications, including ability and skill;
- O. the right to determine the nature and number of facilities and departments to be operated;
- P. the right to change, modify or discontinue totally or partially or combine or reorganize any part or all of the Employer's operations;
- Q. the right to be the exclusive judge of all matters pertaining to the services that the Employer provides and the delivery of those services; including the right to enter into contracts for the furnishing and purchasing of supplies and services;
- R. the right to determine the methods, procedures, processes and means of providing and delivering services and the equipment and machines to be acquired or used to provide such services;
- S. the right to establish the standards of quality of services;
- T. the right to continue and maintain the Employer's operations and services as in the past and prior to the effective date of this Agreement with the Union, but the Employer shall also have the right to study, introduce and use new or improved methods, means, equipment, facilities and the Employer shall also have the right to use outside assistance either in or outside of the Employer's Facility, including subcontracting and any other form of contracting assistance with respect to any work or function;
- U. the right to make technological changes;
- V. to determine method of compliance with any federal and state regulations affecting care facilities;
- W. to give gifts, holiday or otherwise, incentives or engage in other forms of employee appreciation in the sole discretion of the Employer, without creating a precedent, past practice or in any other way to commit the Employer to providing such gifts or forms of appreciation in the future; and
- X. to temporarily transfer employees between departments (employees will not be mandatorily transferred from any of the nursing department to non-nursing departments).

It is expressly understood, and the Union agrees, that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, authority, prerogatives and functions to manage and administer the Employer's operations and services in all respects, some of which rights are referred to by way of illustration in this Section, and the Employer's judgment and determination in these respects shall not be subject to challenge. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement as written. In addition these rights, like other terms and conditions of employment, are intended to survive the expiration of the Agreement.

Section 5.2 Employer reserves the right to permit supervisors and other non-bargaining unit personnel to perform work included in the classifications in emergency situations and in the process of training employees and where employees on the job need assistance.

ARTICLE 6 CLASSIFICATION OF EMPLOYEES

Section 6.1 All employees at the Company are classified in one of the following employment categories:

Full-Time: Employees that are regularly scheduled to work consistently an average of thirty-six (36) hours or more per week.

Part-Time: Employees that are regularly scheduled to work consistently an average of less than thirty-six (36) hours per week.

Per Diem/On-Call/Casual: Employees that are not regularly scheduled to work, but who come in when needed to fill staffing needs on an irregular basis. These employees shall not regularly pick up more than eight (8) hours per week in five (5) consecutive pay periods. Per diem/on-call/casual employees who average more than eight (8) hours per week in five (5) consecutive pay periods will be considered part-time until such time as their hours of work return to per diem/on-call/casual level.

Temporary: Employee that are hired, and scheduled to work, as an interim replacement, or to work a predetermined schedule for a limited period of time, not to exceed ninety (90) days.

Section 6.2 Employees will be notified in writing at the time of hire of their employment classification as full-time, part-time, per diem/on-call/casual or temporary employees and such category will not change unless they are notified by the Company in writing or there is a change on their permanent schedule.

ARTICLE 7 WORK PERIOD WORK DAY

Section 7.1 A one (1) week work period shall be defined as a period of consecutive days beginning on a given day with the start of the day shift and end seven (7) days later at the end of the night shift.

Section 7.2 For all RN's & LPN's and for Service and Maintenance employees hired prior to ratification (October 28, 2008) a basic workday shall consist of eight and one-half (8 & ½) hours, with one-half hour of unpaid lunch and a work period of eight (8) hours. All employees currently working less than the basic workday shall maintain their current shift(s).

After ratification of this Agreement, for Service and Maintenance, all jobs posted and all employees hired may, at the employer's discretion, be scheduled based on a basic workday consisting of eight (8) hours, with one-half hour of unpaid lunch and a work period of seven and one-half (7 ½) hours.

Section 7.3 All employees will be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods will 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 Nursing Home.

Section 7.4 Time Records. Employees must clock in or out at the beginning and the end of their shift, for meal times, and when leaving the facility for personal reasons. Working off the clock is strictly prohibited.

Section 7.5 Employees may not clock in earlier than seven minutes prior to the beginning of a shift or clock out more than seven minutes after the end of their shift. Employees must allow themselves enough time to report for work, in uniform, at their assigned department and scheduled start time.

ARTICLE 8 OVERTIME

Section 8.1 All work 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.

Section 8.2 There shall be no pyramiding of overtime and no overtime shall be paid twice.

Section 8.3 The Employer will record when employees are mandated to work. Mandated hours will be distributed on a rotating basis by seniority, with the least senior employee not in overtime the first to be mandated. Only employees at work may be mandated. The Employer, in its sole discretion, will determine the number of hours to be mandated. Only employees that fulfill the total number of mandated hours required by the Employer will satisfy their mandatory overtime requirement for rotation. Employees that work a full second consecutive shift due to mandation will be provided one meal ticket. In case of family emergency, where an employee can't stay, the employer may mandate the next employee on the list. The employee who could not stay will become the next person to be mandated.

ARTICLE 9 SCHEDULING AND HOURS

Section 9.1 Work schedules shall be posted two (2) weeks prior to the start of a work period. Schedules shall generally remain unchanged once posted, except for conditions arising outside the Employer's control. The Employer shall endeavor to keep days off consistent from pay period to pay period. When changes in the work schedule are necessary those affected employees shall be notified of such change at their place of residence or by written notice if the employee is working at the time of the change. The Employer shall not change the shift or schedule of any employee in an arbitrary and capricious manner without the consent of any such employee.

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 employee.

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 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 or the rate of the position they are called in to fill, whichever is greater. The four hour minimum stated above does not apply to maintenance employees. Maintenance employees called in shall have a minimum of one hour pay from portal to portal or actual hours worked whichever is greater.

Section 9.5 When after the schedule is posted, hours become unexpectedly available (i.e., sick calls, no shows, emergency leaves and other instances of absence), the Employer will offer said hours to the most senior employee in their department that can be reached who is not in overtime. If overtime hours are available, these hours will be offered to the most senior employee that can be reached. The employer will maintain a record of their attempt to contact the employees.

In emergency situations or situations where the Employer has little or no advanced notice (two hours or less) of the shift vacancy the Employer may first offer the hours to on premise employees in the department where the shift vacancy occurs, by seniority, without causing a violation of this Section.

Employees may be contacted by phone call or text message. Hours shall not be awarded sooner than two (2) hours prior to the start of 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 job vacancies within the bargaining unit will be posted, with position requirements stated, for a period of not less than five (5) consecutive work 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. Employer has the right to fill the vacancy on a temporary basis pending posting procedures. Employer reserves the right to withdraw a posting at any time for bonafide 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, as stated, in this order; 1) specific department, 2) within the bargaining-unit, 3) outside the bargaining unit. Departments are defined in Appendix B.

The Employer may elect to eliminate from consideration any employees that are at the final warning level for attendance or have received a final warning for performance within the immediate twelve (12) months prior to the posted vacancy.

Section 10.4 It is agreed that employees in other than nursing will be hired for CNA permanent positions before non-certified outside applicants in accordance with 10.3 of the contract. Furthermore, in-house employees will carry their hours of service for pay when crossing over.

Section 10.5 The employee selected for a bid position shall be given a probationary period of not more than ten (10) working days. 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.

Section 10.6 It is the desire of the Employer to work with employees to establish work schedules which meet the mutual needs of the employees and the Employer. When the Employer posts an open position, employees with regular schedules may request to add or trade hours from the open position with their current schedules. The Employer will consider such requests, based on seniority, and will honor such requests, when in the Employer's judgment it believes the request will be acceptable to its needs.

ARTICLE 11 SENIORITY

Section 11.1 Bargaining unit seniority shall be defined as the employee's length of continuous service with the Employer in the bargaining unit commencing with the date on which the employee began to work after last being hired. Employees who were working before August 23, 2001, will continue to have their former seniority date recognized. Such seniority shall be used to

determine eligibility for all benefits which are available to the entire bargaining unit (i.e. health insurance, P.T.O., etc.) and other purposes as may be defined elsewhere in the Agreement.

Section 11.2 Layoffs or Hours Reductions: Employees may be laid off or have their hours reduced to meet the needs of the Employer. In the event a layoff or hours reduction is necessary the work force shall be reduced as follows: Departments are defined in Appendix B.

Not replacing absent employees;

By inverse seniority, employees that picked up hours on the shift affected;

Volunteers by contacting affected employees by seniority. Employees who volunteer to take temporary hours reductions on a day to day basis will have lost hours counted for purposes of insurance;

- a. During a reduction in hours, the least senior employee on the affected shift. In the event of a layoff the least senior employee in the department will be laid-off regardless of shift and the Employer may balance the shifts thereafter.
- b. The Employer may elect to layoff or reduce the hours of any employee who has received a final warning for performance or is at the final level for attendance within the previous twelve (12) months prior to the layoff or hours reduction, without regard to seniority.
- c. **Employees may be contacted by phone call or text message. The reduction of hours shall not be awarded sooner than two (2) hours prior to the start of the shift.**

Section 11.3 Recalls: In the event of a layoff or hours reduction, employees will retain recall rights for twelve (12) months. Employees who are laid off and subsequently recalled to work within one (1) year shall retain their seniority. Employees shall be recalled or have their hours restored in the reverse order of the layoff or hours reduction within the Department. Restored hours will be offered to those on layoff or with an hours reduction before being posted as available hours under Article 10 of this Agreement.

ARTICLE 12 LOSS OF SENIORITY

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

1. Voluntary quit, discharge for just cause, retirement or transferring to on-call/PRN.
2. Absence for two (2) or more working days without notifying his/her supervisor of reason for absence, unless such notice would be unreasonable under the circumstances or quits without adequate notice.
3. Laid off for more than twelve (12) months.

4. Failure to return to work after expiration of a leave of absence.
5. 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 the Employer.
6. 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.
7. Inability to work because of sickness or injury for more than six (6) consecutive months.

ARTICLE 13 PAY PERIODS AND ADJUSTMENTS

Section 13.1 Employees shall be paid once each two (2) weeks or more often. Said payday shall not occur more than five (5) days following the conclusion of a two week work period, unless for reason of unforeseen circumstances. Employer mistakes must be paid within 5 business days after notification.

ARTICLE 14 PAID TIME OFF

Section 14.1 The Company offers paid time off (PTO) to full-time and part-time employees. PTO represents vacation, sick, and personal time off. PTO accruals will be as follows:

0 to but less than 2 years of seniority	.0318 hours of PTO for every straight time hour worked
2 years but less than 5 years of seniority	.0579 hours of PTO for every straight time hour worked
More than 5 years of Seniority	.0770 hours of PTO for every straight time hour worked

Section 14.2 Regular full-time and part-time employees shall be eligible to accrue PTO beginning on their first day of employment but will not be eligible to begin using their PTO until after they have completed ninety (90) days of employment.

Except in the instance of low census, illness or FMLA leave, all PTO must be scheduled and approved prior to the posting of the schedule (which won't be longer than 2 weeks) with the employee's Supervisor. Every effort will be made to grant an employee's request for PTO at the time the employee desires.

PTO time may not be used if an employee is a No Call/No Show, or for late arrivals or early departures without permission or to avoid occurrences under the Attendance Control Program.

Only earned PTO may be taken.

The Employer may permit employees that transfer to on-call/PRN to maintain their seniority for the purposes of PTO only.

Section 14.3 Upon termination of employment, employees who have completed ninety (90) days of service, given two (2) weeks written notice, and completed the two (2) week period after the notice will be entitled to a payout of one hundred percent (100%) of their PTO bank earned. If after the two (2) week notice, the employee is unable to complete one or more work days in the two (2) week period as the result of legitimate, unforeseen event, for purposes of this Section the Employer will excuse those days.

Section 14.4 Employees will be permitted to carry-over forty (40) hours of earned but unused PTO time into the following calendar year, any unused hours over forty (40) will be forfeited.

Section 14.5 PTO will be paid out in one (1) hour increments with a maximum of eight (8) hours paid per day missed.

Section 14.6 PTO may be taken at any mutually agreeable time during the year. For the purpose of scheduling annual vacations, PTO requests shall be submitted by February 28th each year. These requests will be assigned by seniority and approved by the scheduler by March 15, and posted in each department. Changes in the approved requests shall be by mutual agreement. After February 28th, conflicting PTO requests shall be resolved on a first come, first serve basis.

Section 14.7 An employee whose employment is terminated and who is subsequently rehired shall have the same status as a new hire for purposes of seniority and PTO accrual.

Section 14.8 The Employer may require evidence of illness or injury from a physician where the Employer deems necessary. The Employer must let the employee know they will need a doctor's slip when calling in.

Section 14.9 Employees shall be entitled to remain away from work for seven (7) days for each week of PTO.

ARTICLE 15 LEAVE OF ABSENCE

Section 15.1 A request for a Leave of Absence shall be in writing. Leave of Absence shall be without pay and when granted shall not exceed three (3) months. 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.

Section 15.2 The Employer shall grant a Leave of Absence for illness or disability for a maximum period of six (6) months. The Employer may require the employee to submit a medical certificate(s).

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 filled by employees with more seniority than the returning employee, he 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. Seniority and benefits do not accrue during a Leave of Absence.

Section 15.4 The Employer and the Union agree to abide by all applicable federal and state family leave laws.

ARTICLE 16 FUNERAL LEAVE

Section 16.1 Employees will be granted up to three (3) consecutive days off (which must coincide with the day of the funeral), with the day of the funeral paid, to attend to the death of an immediate family member, provided that proper notification and documentation has been given to the employee's Supervisor. Immediate family member is defined as: spouse, mother, father, child, sister, brother, grandparents, current mother-in-law, or current father-in-law.

ARTICLE 17 JURY DUTY

Section 17.1 An employee who is called to serve on a petit jury shall be paid for actual hours worked for the Employer. If this pay, together with his jury duty pay, does not equal her/his scheduled weekly pay, the Employer will make up the difference for a maximum period of ten (10) scheduled days (shifts), provided the employee works such hours as she/he is available during the hours when court is not in session.

ARTICLE 18 HOLIDAYS

Section 18.1 The Company observes certain holidays as follows:

New Years Day (from 3:00 p.m. New Year's eve to 3:00 p.m. on New Year's day)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day (from 3:00 p.m. on Christmas Eve to 3:00 p.m. on Christmas Day)
Employee's Birthday (employees must schedule their birthday holiday within the 30 calendar day period prior to or following their birthday)

Full-time employees regardless of whether they are scheduled to work on a holiday or not will receive their regular straight time hourly rate of pay for the number of hours the employee would normally work in a day, not to exceed a maximum of eight (8) hours. Part-time employees regardless of whether they are scheduled to work or not on a holiday will receive their regular straight time hourly rate of pay for the number of hours the employee would normally work in a day, and will be the greater of the average hours the employee worked in a week divided by five (5) using the three (3) month period prior to the holiday or four (4) hours. Employees that work on a holiday will receive their straight time hourly rate of pay for all hours worked in addition to the holiday pay set forth above. All other employees are not entitled to holiday pay.

Section 18.2 To be eligible for holiday pay an employee must:

- (a) Have successfully completed their probationary period; and
- (b) Be on the active payroll, namely not be on an unpaid leave of absence or layoff, during the week in which the holiday falls; and
- (c) Have worked his/her last full scheduled shift prior to, and her/his next full scheduled shift following the holiday, unless given permission by management.

Section 18.3 There shall be a holiday rotation that shall be alternated each year.

Schedule "A"

Labor Day 2019
Christmas (Eve/PM & NOC) 2019
4th of July 2020
Thanksgiving 2020
New Years' (Eve/PM & NOC) 2020/2021
Memorial Day 2021
Labor Day 2021
Christmas (Eve/PM & DOC) 2021
4th of July 2022
Thanksgiving 2022

Schedule "B"

Thanksgiving 2019
New Years' (Eve/PM & NOC) 2019/2020
Memorial Day 2020
Labor Day 2020
Christmas (Eve/PM & NOC) 2020
4th of July 2021
Thanksgiving 2021
New Years' (Eve/PM & NOC) 2021/2022
Memorial Day 2022
Labor Day 2022

Employees wishing to work additional holidays may request to do so and may work for employees who want the day off.

Section 18.4 An employee who has been scheduled to work on a holiday as described in this Article, and who fails to report for work, or having reported, who fails to complete her/his scheduled shift shall be ineligible for the holiday pay, unless the employee is dismissed early by the Employer.

ARTICLE 19 HEALTH INSURANCE

Section 19.1 The Company is committed to sponsoring a benefits program for all employees consistently working more than thirty (30) hours per week or more. Subject to this Agreement, the Company reserves the right to terminate or make changes to employee benefits programs, including but not limited to the types of benefits offered, insurance carriers, terms or levels of coverage, or employee contribution requirements. All issues related to the benefits shall be governed by the applicable plan document.

Section 19.2 Employees consistently working more than thirty (30) hours per week or more will receive a \$20,000.00 life insurance/AD&D benefit fully sponsored by the Employer.

Section 19.3 The parties acknowledge that the Patient Protection and Affordable Care Act of 2010, as amended (PPACA), imposes a number of requirements and penalties related to health care plans and sponsors. The Company and Union agree that, during the term of this Agreement, either party may request negotiations should future changes to the provisions or regulations of the PPACA impact Article 19. The parties agree that such negotiations shall be limited to Article 19 and the negotiations will not affect any other provision of this Agreement, including the No Strike / No Lockout provisions of Article 23. Either party wishing to negotiate under this Article and Section must give the other party at least thirty (30) calendar days advance notice.

ARTICLE 20 WAGES

Section 20.1 The minimum wage scale and classifications covered by the Agreement are contained in Appendix "A". Newly hired employees will be hired per the scale in Appendix A.

Section 20.2 Upon hire, employees who have worked for other nursing homes or in a related industry (including pool) shall receive experience credit as determined by the Employer, for the purpose of determining the appropriate wage scale. In order to maintain credit for prior experience, employees must provide the Employer with a written statement, separate from their employment application, detailing the prior experience, the name of the company/companies where the employee worked, the dates of such employment and the total number of hours worked. This written statement must be provided prior to the completion of the probationary period. The Employer shall notify new hires of this provision at their point of hire.

Section 20.3 If new classifications are instituted under this Agreement, the parties shall negotiate the rate of pay and the conditions of the position.

Section 20.4 Employees working non-scheduled weekends or holidays shall receive a bonus pay of twenty-five dollars (\$25.00) in addition to their hourly rate of pay for each day worked, provided they complete their scheduled hours picked up. If the Employer excuses the employee from completing the shift, the bonus will still be paid. This provision does not apply to maintenance employees.

Section 20.5 RN's and LPN's working the evening shift shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour. CNA's working the evening shift shall receive a shift differential of one dollar (\$1.00) per hour. RN's and LPN's working the night shift shall receive a shift differential of two dollars (\$2.00) per hour. CNA's working the night shift shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour.

LPN's assigned charge of building shall receive a differential of one dollar and four cents (\$1.04) per hour over their base rate of pay.

Section 20.6 Training Pay: Any employee appointed by the employer to train or orientate a new employee, or a current employee training or orientating to a new job, shall receive training differential of twenty cents (\$.20) an hour for all hours spent training or orientating.

ARTICLE 21 GRIEVANCE AND ARBITRATION

Section 21.1 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 employee, with or without a Union Steward present, shall attempt to resolve grievances with their immediate supervisor within ten (10) calendar days of the incident, or after the party alleging violation knew or should have known of the incident that led to the grievance.

STEP 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify the date of alleged violation, the specific provision allegedly violated and the name and signature of the grievant, union representative or union steward and shall be received by the Employer no later than ten (10) calendar days following the date of the Step 1 meeting. This clause shall not be interpreted to limit the collection of wages where wages have been improperly calculated or an adjustment in employee wage rate not implemented.

Within seven (7) administrative 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.

Mediation: If the parties are unable to resolve the grievance in Step 2 they may, by mutual agreement, attempt to resolve the grievance using the Federal Mediation and Conciliation Service.

Section 21.2 If the grievance is not resolved in Step 2, 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 ten (10) calendar days following the Step 2 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. 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.

Section 21.3 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.

Section 21.4 The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing unless the arbitrator requests additional time. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

Section 21.5 The time limitations set for the herein 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.

Section 21.6 In cases of suspected resident abuse, the Employer agrees to follow the applicable procedures of the Wisconsin Department of Health and Human Services established for such purposes. In cases of disciplinary action imposed as a result of resident abuse that has been reported to the appropriate state agency under state and federal regulations, a grievance regarding said disciplinary action shall not have recourse to the arbitration procedure contained in this Agreement. In the event that the procedures of the Wisconsin Department of Health and Human Services result in a finding that no resident abuse occurred, the Union shall have the right to process the grievance which may have been previously filed in the matter in accordance with the arbitration procedure established in this Agreement.

The Company and Union agree that statements made by residents, family members or visitors will be considered admissible for purposes of arbitration (in lieu of testimony).

ARTICLE 22 SEVERABILITY CLAUSE

Section 22.1 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 22.2 In the event any provisions 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 23 NO STRIKE OR LOCKOUT

Section 23.1 During the term of this Agreement, the Union agrees, on behalf of themselves and their members, they will not collectively or individually incite, recognize, engage in,

participate in, encourage, or condone any strikes, work stoppages, slowdowns, "sympathetic" strikes, refusal to work, walkout, picketing, including informational picketing, hand-billing, advertising, including the use of radio or television advertisements or billboards, or other interferences with work, even of a momentary nature, including concerted refusals to work overtime, or boycotts, on the part of the Union or any of its members in or upon the premises or equipment of the Employer, nor advise such actions to its members or any other person during the life of this Agreement.

The Union and its officers and organizers, shall take immediate action to prevent, end, or avert any of the above stated activity.

Section 23.2 Any employee participating in any action contrary to this Article may be disciplined by the Employer.

Section 23.3 The Employer agrees that it will not cause a lockout of employees during the life of this Agreement. It is understood that a lockout means a voluntary, complete cessation of operations of the Employer to prevent employees from working. The closing down of the facility or any parts thereof for business reasons or the relocation or sale of facilities shall not be construed to be a lockout.

ARTICLE 24 401(k) PLAN

Section 24.1 The Company is committed to sponsoring a Retirement Savings Plan ("Plan") for all employees working consistently thirty (30) hours or more per week. Subject to this Agreement, the Company reserves the right to terminate or make changes to the Plan, including but not limited to the types of investment options offered, plan administrator, terms of the Plan, or employee contribution requirements and Employer match requirements. Employees will be notified of material changes in the Plan.

ARTICLE 25 CONDITIONS OF EMPLOYMENT

Section 25.1 Physical Screenings: As a condition of continued employment, all employees working in direct patient care areas may be required, at the Employer's discretion, to have physical examinations, including a skin test or chest x-ray for tuberculosis ("TB"). The employee must receive a negative result for employment to continue. Periodic physical screenings may be required during employment.

Section 25.2 Background Checks: As a condition of continued employment, all employees must periodically pass a background check, including all screenings required by applicable state laws. Employees that are convicted of a crime must immediately report such conviction to the Company.

Section 25.3 Credentials: As a condition of continued employment, employees holding positions that require licensure or certification are required to acquire and maintain and provide appropriate documentation to the Company of such licensure or certification. Employees who

fail to maintain their licensure or certification will be removed from the schedule for up to 30 days. During the 30 days the employer may use the employee in non-licensed or certified positions.

ARTICLE 26 DRESS CODE AND NAME TAGS

Section 26.1 Professional Image/Dress Code: Employees must dress in a manner appropriate to the function of the job the employee performs. Employees may be required to wear a uniform. Management determines appropriate dress. Excessive or dangling jewelry is not permitted because it may interfere with resident care. Employees must maintain short and well-manicured nails.

The Company will carry a stock of uniforms in various sizes at the facility for new hires as well as for senior employees needing to purchase replacement uniforms. Employees are permitted to purchase uniforms from outside vendors so long as the uniforms are the same required color and style.

Section 26.2 Name Tags: Employees will be required to wear name tags while performing duties so that residents, visitors, and co-workers can easily identify the employee. Each name tag is the property of the Company and must be returned upon an employee's separation from employment.

ARTICLE 27 DRUG TESTING

Section 27.1 Employees are expected to make themselves available for Employer-paid drug and alcohol testing as outlined in the Employer's policy. The Employer shall adopt drug and alcohol testing procedures which will conform to all Wisconsin laws. Time spent in testing shall be paid at the employee's regular straight time rate of pay. Any employee who fails to report for required testing may be subject to disciplinary action, up to and including termination.

Section 27.2 Employees terminated for testing positive to a random test or illegal drug and/or alcohol offenses, who file a timely grievance and provide the Employer, within 60 days, a Certificate of Rehabilitation may be reinstated.

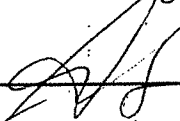
ARTICLE 28
TERM OF AGREEMENT

Section 28.1 . The parties agree that this Contract may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the Contract by addendum and signed by both parties.

Section 28.2 This Agreement shall be effective from the date hereof, except as otherwise specifically provided and shall continue in full force and effect through October 31, 2022 and shall continue from year to year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement.

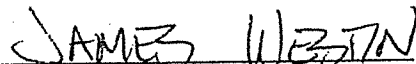
Effective November 1, 2020 and November 1, 2021 the parties agree that the only provision for negotiations shall be wages and no other provision of this Agreement will be impacted by the wage opener negotiations.

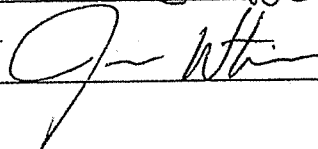
Atrium Centers, LLC, d.b.a.
Prescott Nursing and Rehabilitation Community



SUSAN M. ALBRIGHT

United Food & Commercial Workers
Local 1189





APPENDIX "A" WAGE SCALES

Effective upon the first full pay period following ratification of this Agreement, all bargaining unit employees in the RN's and LPN's classifications will receive a 2.0% wage increase to their base hourly rate of pay. These wage increases will be retroactive to November 1, 2019.

RN's

	<u>Current</u>	<u>10/31/19</u>
< 4160 hours	\$26.00	\$26.52
4160 – 8320 hours	\$27.04	\$27.58
8320 – 10400 hours	\$28.12	\$28.68
10400 + hours	\$29.24	\$29.80

LPN's

	<u>Current</u>	<u>10/31/19</u>
< 4160 hours	\$20.00	\$20.40
4160 – 8320 hours	\$20.80	\$21.22
8320 – 10400 hours	\$21.60	\$22.03
10400 + hours	\$22.40	\$22.85

Effective upon the first full pay period following ratification of this Agreement, all bargaining unit employees in the CNA classification will receive a 5.5% wage increase to their base hourly rate of pay. These wage increases will be retroactive to November 1, 2019.

CNA's

	<u>Current</u>	<u>10/31/19</u>
< 4160 hours	\$14.00	\$14.77
4160 – 8320 hours	\$14.60	\$15.40
8320 – 10400 hours	\$15.20	\$16.04
10400 + hours	\$15.80	\$16.67

Effective upon the first full pay period following ratification of this Agreement, all bargaining unit employees in the Others classification will receive a 3% wage increase to their base hourly rate of pay. These wage increases will be retroactive to November 1, 2019.

Others

	<u>Current</u>	<u>10/31/19</u>
< 4160 hours	\$10.50	\$10.82
4160 – 8320 hours	\$11.50	\$11.85
8320 – 10400 hours	\$12.50	\$12.88
10400 + hours	\$13.50	\$13.91

Maintenance

	<u>Current</u>	<u>10/31/19</u>
Hire	\$13.78	\$14.06
After 2080 hours	\$14.94	\$15.24
After 4160 hours	\$15.80	\$16.12
After 6240 hours	\$16.67	\$17.00
After 8320 hours	\$17.52	\$17.87
After 10401 hours	\$18.21	\$18.57

TMA's pulled to be NAR's will still receive the premium.

TMA's who miss a scheduled weekend can make up the next weekend as an NAR.

Lead Cook \$1.15 on these rates.

PM Cook or others who cook 0.95 on these rates.

Employee's that are on the new wage scale shall not receive the base hourly across the board wage increase until they have reached the top of the scale. Once an employee reaches the top of the scale they shall receive the base hourly wage increase on the first full pay period following the date set forth below in the following calendar year.

Appendix B Departments

- 1) Registered Nurses & Licensed Practical Nurses
- 2) Certified Nursing Assistants & Trained Medication Asst's
- 3) Activities Assistants & Non-Certified Assistants
- 4) Dietary
- 5) Housekeeping, Maintenance & Laundry

*Based on verifiable facility need and/or State regulations, the Employer may retain or utilize an RN with less seniority than an LPN, but only in instances where failure to take such action would jeopardize the license of the facility or its' staff or when the patient acuity requires the use of an RN.

It is agreed that the Employer can use any Nurse (RN or LPN) to perform MARS and TARS without regard to seniority (not to be included in the labor agreement).

Memorandum of Agreement

If the Union believes the Company is excessively mandating employees to work shifts that are open due to the Company's inability to hire new employees, the parties, upon request from the Union, will meet and confer in an effort to resolve the issue.

MEMORANDUM OF AGREEMENT

Whereas, Prescott Nursing and Rehabilitation Community(hereinafter referred to as the "Employer") and United Food and Commercial Workers Union Local 1189(hereinafter referred to as the "Union") are parties to a collective bargaining agreement that is set to expire on October 31, 2019 (hereinafter referred to as the "CBA"); and

Whereas, the CBA contains Section 20.5, which states, in relevant part, that nursing employees working the evening shift shall receive a shift differential of fifty cents (\$.50) per hour and nursing employees working the night shift shall receive a shift differential of seventy-five cents (\$.75) per hour; and

Whereas, the parties mutually agree to amend Section 20.5 as set forth below:

1. Effective on November 26, 2017, nursing employees working the evening shift shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour and nursing employees working the night shift shall receive a shift differential of one-dollar (\$1.00) per hour.
2. This Memorandum of Agreement is not intended to nor shall it modify any other Article or Section of the CBA or any other agreement between the Employer and the Union.

Employer

Date: 04/08/20

Union

Date: 03/10/2020