Collective Bargaining Agreement

Between

Twin Ports Health Care

And

SEIU Healthcare Minnesota

Effective
April 1, 2017
Through
March 31, 2019
345 Randolph Avenue, Suite 100
St. Paul, Minnesota 55102

Member Action Center and General Number:
1.800.828.0206 or 651.294.8100
Fax Number: 651.294.8200

Visit our website at: seiuhealthcaremn.org
WEINGARTEN RIGHTS

Any time you are brought into a meeting with a supervisor, you should say the following:

"If this discussion could in any way lead to my being disciplined or terminated, I respectfully request my union steward, representative or officer be present at the meeting.

Without representation, I choose not to answer any questions."

:klh/opeiu#12
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PREAMBLE

1. INTENT AND PURPOSE

This Agreement is made by and between Twin Ports Health Care 1612 North 37th, St. Superior, Wisconsin, hereinafter referred to as the "Employer, “and SEIU Healthcare MN hereinafter referred to as the "Union."

1.1. Cooperation

The Employer and the Union, in recognition of the need of continuous service through cooperation, mutually agree to cooperate full for harmonious relationship, efficient Living Center operation and maximum service.

1.2. Employer Rights

All Employer rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer.

1.3. Union Rights

The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its associates becoming members of the Union, responsible in conjunction with the Employer, and for making and keeping this Agreement.

1.4 Working Agreement

In consideration of the mutual promises herein contained and for the purposes of creating a working agreement by and between the Employer and its associates and the Union, the parties hereto mutually covenant and agree to and with each other as follows.
1.5 No Lockout/Strike

The Employer and the Union agree that they will not engage in any lockout of associates or strikes during the life of this Agreement.

1.6 Successorship

In the event that an Employer sells, assigns, transfers, merges, assigns or otherwise disposes of or transfers its business or its assets or there is any change in ownership, the Employer shall give notice at least sixty (60) days in advance of the closing date to the Union in writing, and shall make all payments which are due or shall be due as of the date of the transfer of the business for wages and benefits for employees covered by this Agreement. In addition, the Employer shall require any purchaser, transferee, assignee or successor to assume the Collective Bargaining Agreement as a condition of the sale or transfer, and will obtain from the purchaser, successor or transferee a written assumption of this Agreement and furnish a copy to the Union.

1.7 Business Closure

In the event of a closure of business, the Employer shall give the Union at least sixty (60) days advance notice of such closure.

The Employer will agree to meet with the Union within five (5) days of the announcement of the closing in order to bargain over the effects of the closure of the facility. The Employer will agree to fully participate in (non-monetary) programs designated by the Union in order to accomplish employee retraining, job placement and relocation.

1.8 Severance

In the event of a business closure or permanent layoff, each employee shall receive one (1) week's pay per year of service at their current rate of pay, up to nine (9) weeks maximum, and shall be paid out all unpaid/accrued PTO time.

2. MANAGEMENT RIGHTS

2.1 Rights of Management

Except as specifically limited by the express written provisions of this Agreement, the management of the nursing home and the direction of the working forces shall be deemed the sole and exclusive function of the Employer. Health Care Services may continue to sub-contract as needed. Such management and direction shall include, but is not limited to, the rights to:

a. Hire, lay off, demote, promote, transfer, discharge, or discipline for just cause;

b. Maintain discipline;

c. Assign work;

d. Determine quality and quantity of work performed;
e. Maintain and improve efficiency;
f. Require observance of nursing home rules and regulations;
g. Direct the working forces;
h. Determine the number of hours to be worked;
i. Determine the materials, means, and type of services provided;
j. Determine the methods, supplies, and equipment to be utilized;
k. Determine methods of compliance with Federal and State regulations affecting nursing homes;
l. Discontinue jobs because of valid management and economic reasons;
m. Decide associate qualifications consistent with Federal and State standards; and
n. Manage and administer Employer’s operation.

3. RECOGNITION OF THE UNION

3.1 Union as Sole Representative

The Employer recognizes said Union as the sole representative of all full-time and regular part- time service and maintenance associates employed by the Employer at its Superior, Wisconsin, facility, including nursing assistants, kitchen associates, activity aids, medication techs, maintenance associates, laundry, housekeeping; and excluding all other facility associates, including, but not limited to: beautician, registered nurses, licensed practical nurses, administrator, directors, managers, administrative assistants, confidential secretary, social worker, medical records director, guards and supervisors as defined by the National Labor Relations Act.

4. UNION SECURITY AND CHECK-OFF

4.1 There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare MN, Minnesota’s Health Care Union covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the Employee is hired. After completion of thirty (30) calendar days of employment, the Collective Bargaining Agreements provides the Employee with the following two choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying monthly dues.

2. Employees may choose not to become a Union member. These Employees shall not be able to attend membership meetings or participate in contract negotiations.

At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues deducted from their check and sent to the Union.
4.2
All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing. “In good standing,” for the purpose of this Agreement, is defined to mean the payment of standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Payments required by this section shall be made only after an Employee has completed 30 days of employment. The fee required by paragraph one shall be due and payable upon the thirty-first (31st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1st) day of the month following the completion of thirty (30) days of employment and shall be paid by the tenth (10th) day of each month.

4.3 Dues Deductions

The Employer agrees to deduct Union dues, for employees electing to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made. The Union will hold the Employer harmless from any dispute with an Employee concerning deductions made.

Any Employee who is paying dues or an amount equal to dues may stop making these payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the Employee’s authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor Employee check off authorizations unless they are revoked in writing during the window period, irrespective of the Employee’s membership in the Union.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

4.4 Employee Lists

Each month, the Employer will send the Union a list with the following information:
New Hires: name, hire date, address, phone number, classification, rate of pay, social security number and number of hours worked per pay period.

Non-Contract: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information if the employee is transferring into the bargaining unit.

Terminated Employees: name, termination date, classification and social security number.

Employees on Leave of Absence: name, date leave begins, date or return and social security number.

Changes: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number

Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, social security number and period the hours cover.

Seniority List: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July

4.5 The Employer shall work with the Union in order to process dues and reporting of hours via media.

4.6 Upon written notification of the Union, the Employer will provide yearly wage updates for each employee in the bargaining unit including any additional information requested by the Union.

4.7 Notification of Revocation

Either party shall promptly notify the other in writing of any revocation of the aforesaid authorization.

4.8 Union Steward/Union Orientation

a. The Union Stewards shall be elected by the employees or appointed by the Union. The Union shall, without delay, give written notice to the Employer of the names of the Union Stewards and any subsequent changes, and the Employer shall recognize any such Union Steward. Such Stewards shall have the right to receive and investigate grievances outside their scheduled working hours, but may do so during their scheduled working hours after receiving permission from their Supervisor.

b. At the request of an employee, a Union Steward, specified by such employee, may be present at all interviews involving any formal warning or disciplinary action to such
employee. The employee and Steward, at the time of such interview, shall be given a copy of any documentation supporting such discharge, suspension or warning. A copy of such notice shall be mailed to the Union on the date of such interview. The Union Steward attending a disciplinary meeting will sign the disciplinary notice as acknowledgment of his/her attendance.

c. At the time a new employee subject to this Agreement is hired, the Company shall notify said employee the Company recognizes and is in contractual relations with the Union. The Company agrees to introduce the Steward to all new hires at the time of hire. In addition, all new employees shall be entitled to receive a fifteen (15) minute orientation provided by a Union representative as scheduled by the Company.

UNION BULLETIN BOARD

4.9 The Employer agrees to provide an associate bulletin board in the associate lounge to be utilized by the Union for Union Business.

5. VISITATION BY BUSINESS REPRESENTATIVE

The Employer agrees that business representatives of the Union shall be given access to the members of the Union at the place of employment during the hours of operation for the purpose of ascertaining whether or not the terms of this Agreement are being observed, provided that such representative shall first make his/her presence known to the Company representative, and provided further that such visit shall not interfere with the duties of the associates. It is understood that such visitation should be limited to non-work areas and that access to members of the Union is limited to their non-work time.

5.1 Labor Management Committee

Implementation of a Labor/Management Committee and the Committee shall consist of the following:

Administrator and department supervisors;
The Union business agent; and
Union representatives from each facility department of the bargaining unit.

The Labor/Management Committee shall meet quarterly, or at a minimum of four (4) times a year. If employees are scheduled to work, they will be clocked in and paid by the Employer. If it is held on an employee's day off, the Union will pay the employee to come in. This must not result in overtime. If it does, the Company will not pay.

LOBBY DAY
The Employer will allow time off without pay for bargaining unit members to participate in a Union Local's sponsored Lobby Day to promote funding for nursing homes. A maximum of two (2) members will be allowed off for this purpose only once per year for a period of no longer than two (2) consecutive days. A maximum of one (1) member from Dietary and one (1) member from the Activities Department will be allowed off at the same time.

6. PROBATIONARY PERIOD

6.1 Probationary Period

All associates covered by this Agreement, whether or not previously employed by the Employer, shall be subject to a probationary period of 480 hours worked.

6.2 Seniority Non-Accrual during Probationary Period

Seniority shall not accrue to associates during their probationary period. However, upon successful completion of the said probationary period, all associates shall be deemed to be regular associates covered by the terms of this Agreement, and their seniority shall revert back to the date of hire.

6.3 Dismissal of Probationary Associates

All probationary associates may be laid off, disciplined, or dismissed during such probationary period in the Employer’s sole discretion. The Employer’s action with respect to such probationary associates shall not be subject to the grievance or arbitration provisions of this Agreement.

7. WORK WEEK

7.1 Standard Workday

The standard workday shall consist of not more than eight (8) working hours in a designated workday. A day is defined as a twenty-four (24) hour period commencing with the beginning of an employee’s regularly-scheduled shift. Associates will receive overtime after working forty (40) hours per week. Fifteen (15) minute rest periods shall be provided, one at approximately the middle of the first half of the shift if the associate works four (4) or more hours, and a second approximately in the middle of the last half of the shift if the associate works seven (7) or more hours; provided, however, they do not interfere with the efficient operation of the living center. No associate shall be scheduled to work five (5) hours or more without being interrupted by an allowance of not less than one-half (1/2) hour unpaid lunch period. The provisions of this article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates, and shall not be construed as a guarantee to any employee of any specified number of hours of work either per day or per week.

7.2 Overtime

Overtime will be paid to employees working over forty (40) hours in a week. Time and one-half (1· 1/2) will be paid to employees after eight (8) hours of time worked in a day if that employee is mandated for
any extra hours. A day is defined as a twenty-four (24) hour period commencing with the beginning of an employee’s regularly-scheduled shift. The employee may be scheduled regularly to work more than eight (8) hours a day, determined by the Company and agreed upon by the employee. The Union will be notified of the scheduled position.

7.3 Minimum Shift

There shall be no scheduled shift less than four (4) hours, except that Activities associates may be scheduled for a shift less than four (4) hours. When an associate is required to report for work, he or she shall be guaranteed a minimum of four (4) hours pay or their scheduled number of hours, whichever is less.

7.4 Pay Period

Employees will be paid on a semi monthly basis. The pay dates are as follows: The 7th of the month and the 22nd of each month. If a pay date falls on a Saturday, then the pay date will be on the preceding Friday. If the pay date falls on a Sunday, then the pay date will be on the following Monday.

7.5 Scheduled Replacement Hours

When replacement or extra hours become available once the schedule is posted, due to unexpected circumstances such as call-ins, medical leaves, jury duty, etc. the following procedures will be utilized:

Extra Hours Sign Up: All employees interested in being called and offered extra hours, either at straight time or overtime, must sign up each schedule period to indicate their interest. Employees signing up will be called or offered either straight time or over-time in order of seniority among those signing up.

Straight Time Offers:

Step 1: When an opening occurs for a shift, the hours will first be offered, in order of seniority, to those working the preceding shift who will not be in overtime status.

Step 2: If no one working the preceding shift accepts those hours at straight time, employees not working the preceding shift may be offered the hours at straight time, in order of seniority, of those who have signed up for extra hours.

Step 3: If such hours are still available, the Employer may contact casual employees to fill such hours.

Overtime Distribution:

Step 1: When an opening occurs for a shift, and it has been determined to fill the hours at overtime rate, the hours will first be offered, in order of seniority, to those working the preceding shift.

Step 2: If no one working the preceding shift accepts the overtime hours, employees not working the preceding shift may be offered the hours at overtime, in order of seniority, of those who have signed up for extra hours.

General Rules:
1. In all circumstances, hours may first be offered to employees at straight time, in order of seniority and this process, prior to awarding overtime.

2. In circumstance where no employees have signed, up or when a call-in or vacancy occurs with less than two (2) hour notice, the employer need not call off shift and may mandate.

3. A mandate is defined as the following: When an employee is required to work past the end of their scheduled shift their name will be placed at the top of the Mandatory Overtime Seniority List for that ninety (90) day posting period.

4. Pick up shifts within 24 hours will be used as a mandate according to seniority.

7.6 Work Schedules

The Employer will post the final work schedules two (2) calendar weeks in advance of the starting day of the schedule. Tentative schedules may be posted in advance of the final schedule. Once a final work schedule is posted it will not be changed except by mutual agreement of the Employer and the Employee. The tentative schedule may be changed without notice.

7.7 Split Shifts

The Employer agrees that, no associates shall be required to work split shifts, unless mutually agreed.

7.8 Replacement Responsibility

Should an associate be unable to report to work for a regularly scheduled shift, due to an illness that conforms with the documentation and reporting requirements of this Agreement, it is not the responsibility of the associate to find a replacement.

7.8A Time-Off Replacement Responsibilities

Associates granted time off shall not be required to find a replacement. However, the Employer may require self-replacement as a condition of granting time off for any request that does not conform with the benefit conditions of this Agreement, such as, short-notice vacation, personal time off beyond accrued vacation time, etc.

7.9 Replacement Pay

Associates who are called to work as replacements for absent associates shall receive pay for the entire scheduled work shift if they are notified less than one (1) hour before and report to work less than one-half (½) hour after starting time of the work shift.

7.10 Overtime Pay Monitoring
Check stubs shall list the hours worked, overtime and any and all deductions listed separately and so stated. When the computer has the capacity to print hourly wage rates, they shall be printed on the checks.

8. CATEGORY OF ASSOCIATES

8.1 Full-Time Associates

A full-time associate is one who is regularly scheduled to work sixty (60) hours or more per pay period and receive all benefits of the contract.

8.2 Part-Time Associates

A part-time associate is one who is regularly scheduled to work less than sixty (60) hours per pay period and receive all benefits of the contract (pro-rated).

8.3 Casual Associates

A casual associate is one who has no regular schedule of hours of work, but works intermittently as required. Casual employees are not covered under the labor agreement.

8.4 Temporary Associates

A temporary associate is one who works as a replacement for a predetermined period of time not to exceed ninety (90) calendar days. Temporary employees are not covered under the labor agreement.

9. SENIORITY

9.1 Seniority Listing

A list of the associates arranged in the order of their unit wide and department seniority shall be posted and kept up in a conspicuous place in the establishment every three months. A copy will also be sent to the Union office. Associates not in the bargaining unit, including casual, on-call and temporary associates, are not to be placed on the list.

9.2 Posting of Vacancies

In the event of a job opening, the Employer shall post the vacancy for five (5) days. Associates shall be chosen on the basis of qualifications and seniority. In the case of applicants considered to be relatively equal. Preference will first be given based on seniority within the department in which the vacancy occurs, and secondly on unit-wide seniority. In cases where multiple postings are required in order to back fill for successful internal bidders, the Employer may delay the assignment of the new schedule for up to 30 days.

9.3 Completion of Probationary Period
New associates, excluding temporary or casual associates, will be placed on a seniority list after completing the probationary period. The rights conferred in this contract, except as to wages, shall not be available to any associate until he or she has completed the probationary period 480 hours.

9.4 Loss of Seniority

An associate shall Lose seniority in the event he or she:

a. Quits;

b. Is discharged for cause;

c. Is continuously laid off for more than one (1) year;

d. Fails to return from an authorized leave of absence; and

e. Is a casual employee.

9.5 Applying For a Vacancy

Any associate having the opportunity to fill a vacancy for a different position shall have up to thirty (30) calendar days to prove his and/or her ability without jeopardizing his or her seniority standing. The Employer shall have the sole discretion to determine the associate’s ability to perform the work. Should the Employer, within said thirty (30) calendar days, determine the associate to be unable to perform the work, the associate will be entitled to return to his or her previous position with full seniority they held in the department.

9.6 Layoff and Recall

In reducing the personnel because of lack of work, cutbacks or other legitimate reasons, the last employee hired in the department where the reduction is to take place shall be the first laid off, and in returning the employees to work, the last employee laid off shall be the first returned to service; provided, however, that the employees retained or recalled must in any event be qualified to do the work available.

Recall notices shall be sent to the most recent address furnished to the employer by the employee and shall be sent by certified mail, return receipt requested. The employee must return to work within seven (7) calendar days of receipt of notice, except in case of a medical leave of absence granted by the Employer within the seven- (7) day period. If the notice of recall is undeliverable, the Employer shall post the notice of recall and the employee shall return to work within five (5) calendar days from the date of posting.

9.7 Associate Transfer

An associate who transfers from another Twin Ports Health Care that is represented by SEIU Healthcare Minnesota, or transfers to another department within the facility, will be placed on the bottom of the seniority list in the department only for scheduling purposes. The associate's benefits will not be affected, except wages.
10. DISCIPLINE/TERRMINATION

10.1 Notice of Resignation

Associates covered by this contract electing to resign or quit their employment will give the Employer two (2) calendar weeks written notice and shall continue in the Employer's service during this two (2) calendar week period with the exception that the associate may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation.

10.2 Reason for Dismissal

No associate shall be suspended or dismissed without just cause. In case of a dismissal, the associate affected may request and shall receive from the Employer in writing the reason for said dismissal. Associates may be disciplined for "just cause," and Employer disciplinary measures are to be initiated within seven (7) days of when the Administrator or designee would have had reasonable knowledge of the occurrence and their ability to reasonably complete an investigation.

10.3 Just Cause

With respect to discharge, the Employer will give at least one (1) warning notice of a complaint against an associate to the associate in writing and a copy of the same to the Union (unless the associate objects) prior to discharge. After an associate has received a warning letter, any complaint for the same offenses with respect to an associate which would justify the issuance of a warning letter shall be grounds for immediate discharge. No such warning notice need be given to an associate where he is discharged for "just cause." The term "just cause" shall include but not be limited to:

a. Dishonesty;
b. Incompetence;
c. Racial intolerance;
d. Intoxication, drinking intoxicating beverages on the job;
e. Failure to notify Employer to be excused from work;
f. Use of illegal drugs;
g. Falsification of patients and/or time care records;
h. Theft on the premises;
i. Giving confidential information pursuant to Wisconsin Statute No. H32.055, Section 21 of Public Law 95-142 and Section 8 of Public Law 95-292 (The Bill of Rights for Patients and Residents of Health Care Facilities);
j. Violating patients' rights pursuant to Wisconsin Statute No. 1-132.055 (The Bill of Rights for Patients and Residents of Health Care Facilities);
k. Violence on the premises;
l. Gross insubordination; and
m. Proven cases of physical or psychological abuse of any resident in any form or degree (in accordance with established state statutes).
10.4 Warning Notice for Suspension

In addition to the foregoing, no warning notice need be given in the instance of a "suspension" which is defined as a removal from the payroll for a period of time with a right to be reinstated without loss of seniority or loss of pay for scheduled days at the end of said period of time, if no just cause is found for termination.

10.5 Warning Notice Effective Date

A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice.

10.6 Proper Written Notice

All discharges must be by proper written notice to the associate and the Union.

10.7 Filing a Grievance

Any associate may file a grievance as to his or her discharge or suspension. If after proper investigation, it is found that an associate has been disciplined unjustly, he or she will be reinstated with full rights and compensated in full for time lost; provided, however, that no claim for compensation for time lost shall be paid unless the claim is presented to the Employer in writing within ten (10) days after the suspension or dismissal in question. Appeal from discharge or suspension may be taken directly to Step 2 of the grievance procedure provided in this Agreement.

10.8 Forfeiture upon Termination

Associates discharged without notice for just cause or associates who terminate their employment without giving the Employer the required notice, or who leave their employment before the end of the two (2) week period, shall forfeit all benefits to which such associate may be entitled, except his wages earned to the date of his last employment.

10.9 Failure to Report to Work

If the associate fails to report for work as scheduled, or to furnish the Employer with a justifiable excuse within forty-eight (48) hours thereof; such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and termination of such associate's seniority and employment.

11. GRIEVANCES AND ARBITRATION

11.1 Procedures

Any grievance or dispute regarding the interpretation or application of the provisions of this contract must be submitted for settlement by the aggrieved associate or associates, or by the Union on its own behalf under the procedure as herein provided. This procedure shall be the sole and exclusive method for settlement of such disputes.
Step 1. Any associate or associates who believe there has been a violation of the terms or conditions of this contract in relation to his or her employment shall immediately and promptly take such complaint to the immediate supervisor, excepting payroll items (i.e. vacation pay, overtime pay, wages, etc.) or other money matters which shall be filed and handled according to Step 2. Such associate and supervisor shall attempt to resolve said complaint. No complaint will be considered by any supervisor or representative of the Employer unless it is brought to the attention of the supervisor or representative of the Employer within seven (7) calendar days of its occurrence, except as hereinafter provided as to wages or when the grievant would have had reasonable knowledge of its occurrence. If desired, the grieving associate may be accompanied by a Union Steward during any meeting referred to in this Article. Nothing contained herein will be construed to eliminate the rights of the Union as provided for elsewhere in this Agreement.

Step 2. If said associate or associates and supervisor cannot resolve said complaint within seven (7) calendar days, the associate or associates shall reduce the complaint to writing, which shall be considered a grievance. The written grievance shall state the Article and section of the Agreement alleged to have been violated, the nature of the violation, the remedy or correction desired, and it shall be signed and dated by the associate and the Union Steward. The grievance shall be submitted within fourteen (14) calendar days after the occurrence of the alleged violation of this contract to the Administrator; provided, however, the complaints and grievances as to the amount of money due and payable to any associate for wages, hours worked, vacation allowance and days off may be filed and furnished to the Administrator within thirty (30) calendar days after the occurrence of such alleged violation relating to such wages. Failure to give such notice of a grievance arising under the terms and conditions of this contract shall constitute a permanent waiver and bar, and the associate or associates shall be forever foreclosed from raising any complaint or grievance in regard thereto in any manner whatsoever. The representative of the Employer and the Union shall immediately after the submission of such grievance, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. The Employer may be represented by such representative as it shall select. The Administrator shall give the Union and the associate(s) involved a written response to the grievance within seven (7) calendar days of the grievance meeting.

Step 3. If the grievance has not been settled by the response in Step 2, the written grievance appeal shall be presented to the Division Human Resources Manager within seven (7) calendar days of receipt of the Administrator's response at Step 2. The Division Human Resources Manager or his/her designee shall give the Union and the associate(s) involved a written response to the grievance within fourteen (14) calendar days of receipt of the written grievance. Extension by mutual agreement only.

Step 4. If such grievance is not resolved in Step 3, the matter may be submitted to non-binding mediation at the request of either party. Such an appeal to mediation shall be in writing and served on the other party within ten (10) days of the Union's receipt of the Employer's response in Step 3. The parties agree to request either a State or Federal mediation service for this step. Both parties have an obligation to participate in this process in good faith for the purpose of resolving the grievance. The mediator does not have the
power to force a decision on either party. A failure of the grievant to attend a scheduled mediation shall result in the dismissal of the grievance with prejudice, and the grievant shall not have the right to appeal to Step 5 of this procedure.

Step 5. If such grievance is not resolved in Step 4, the matter may be submitted to arbitration by the Union. Such an appeal to arbitration shall be in writing and served on the other party within ten (10) days of the mediation. A representative of the Employer and a representative of the Union shall attempt to select an arbitrator. If they cannot agree upon the arbitrator, then either the Employer or the Union may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names from which the arbitrator shall be selected by elimination; first strike to be determined by chance. The decision or award of said arbitrator shall be final and binding upon the parties and the associate or associates affected.

11.2 Expenses

Expenses for the arbitrator's services and proceedings shall be borne by the losing party, however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator making a charge, the canceling party or the party asking for the postponement shall pay this charge.

11.3 Final Authority

At any step in this grievance procedure SEIU Healthcare MN shall have the final authority, in respect to any aggrieved associate covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of SEIU Healthcare MN such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of SEIU Healthcare MN.

11.4 Arbitrator

The arbitrator shall have no power to add to, subtract from, modify, or amend any provisions of the Agreement. The arbitrator may decide only whether or not the Employer violated the Agreement in the respect alleged in the grievance and the appropriate remedy under the Agreement, if any. All decisions must be within the scope and terms of the Agreement.

In the event of a grievance concerning an associate's discharge or suspension for reasons related to patient abuse or neglect, the arbitrator must uphold the discharge or suspension if the facts relied upon by the Employer are found to be substantially accurate. In such cases, the arbitrator shall not consider the failure of the patient to appear as prejudicial. The term "patient" is defined as those seeking admission and those seeking care or treatment, as well as those persons already admitted to the facility.
11.5 Time Limits

The time limits specified in this Article may be waived or modified at any time by mutual written agreement of the parties, or by oral agreement with subsequent written confirmation. Unless waived or modified in accordance with the prior sentence, the time limits contained herein shall be strictly construed. If the Union does not act within a specified time limit, the grievance is automatically advanced to the next level.

12. WAGES

PAY INCREASE: Retro to April 1, 2017
Starting wage Housekeeping, Dietary Aides, Laundry 13.50 per Hour
Current Employees in this category will receive 13.50 plus .10 per year up to 10 years

Starting wage for CNA, Activities, Cooks 15.50 per Hour
Current Employees in this category will receive 15.50 plus .10 per year up to 10 years

Current Employees above (10) Years receive 17.00 per Hour
(3) Employees Long Term receive 500.00 Bonus

WAGES- April 1, 2018: 1% to current employees’ wages in all categories - (3) Long Term Employees receive 500.00 bonuses instead of 1% wage adjustment.

13 PTO

13.1 Coverage
All full-time and part-time employees hired after January 1, 2012.

13.2 Amount of PTO

The company recognizes the need for employees to relax and spend time away from their work responsibilities. We also understand there are many reasons an employee would need to be away from work. We value our staff and want to encourage them to relax, recharge, and have time to take care of personal responsibilities. Paid Time Off (PTO) will be earned by full and part-time employees based on year of service. Paid Time Off (PTO) will be accrued at the following rates, based on the number of hours worked up to a maximum of 2080.

0-2 years of service: accrued at a rate of .0385-10.01 days
5 years of service: accrued at a rate of .0577-15.002 days
10 years of service: accrued at a rate of .0769-19.994 days
After 10 year service: accrued at a rate of .0962- 25.012 days

13.3 PTO Carryover and Cash Out
A maximum of 200 hours of Paid Time Off (PTO) can be held.

No employee will be allowed to take Paid Time Off (PTO) in advance before it is earned.
Associates may cash out after 160 hours any accumulated but unused PTO at the end of each calendar year. PTO benefit cash-out must be requested by November 15 of each calendar year and will be based on accumulated but unused and unscheduled PTO as of November 15.

Employees who resign must provide to their supervisor at least fourteen (14) days of written notice of resignation.

Employees who resign without notice or who are terminated for cause will lose all accumulated Paid Time Off benefits and they will be ineligible for rehire. Resigning employees must actually work the period of their termination notice, e.g. days off without pay and Paid Time Off days cannot be used as part of the termination notice.

Employees who do not give the (14) fourteen days of written notice, and work out the period of their notice when resigning from the facility will Not be Paid any accrued Paid Time Off (PT)

14 PERSONAL HOLIDAYS

Full-time employees hired after January 1, 2012, shall receive one (1) personal day on their first (1st) year anniversary.

New employees shall be provided with their first floating holiday after their first anniversary date to be taken by the end of the calendar year in which they earn the first floating holiday. They will then be awarded a floating holiday at the beginning of the next calendar year.

15 HOLIDAYS

15.1 Recognized Holidays

The following holidays are recognized as holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day

15.2 Eligibility

In order to be eligible for holiday pay, an associate must work his or her regularly scheduled day preceding the holiday, the holiday itself (if scheduled) and the next scheduled day following the holiday, except when his or her absence has been authorized by the Administrator or the Administrator's designee. Such authorized absence shall be limited to:

a. Approved bereavement leave;
b. Accidents requiring immediate attention by a medical doctor, with verification
from such physician;
c. Illness of five (5) or more days duration requiring attention by a medical doctor, with verification from such physician; and
d. Other circumstances to be approved at the sole discretion of the Employer.

15.3 Holiday Compensation - Employees Hired After January 1, 2012

If an employee is required to work on a recognized holiday, he/she will be paid holiday pay plus his/her regular straight-time hourly rate of pay for all hours worked. Holiday pay shall be equal to the hours worked on the holiday, up to eight (8) hours, paid at the employee’s regular straight-time hourly rate of pay. Full-time employees who do not work on the holiday will be paid for the equivalent of a regular shift worked. Part-time employees who do not work on the holiday will be paid on a pro-rated basis based upon the average daily hours worked in the preceding three (3) pay periods. If an employee is scheduled to work on a holiday and fails to do so, the employee will forfeit all holiday pay. Employees required to work on a recognized holiday may choose a compensatory day off with pay in lieu of holiday pay; in such an event, the amount of pay will be equal to the number of hours worked on the holiday, up to eight (8) hours, and such compensatory day must be taken within thirty (30) days following the holiday. No employee shall be rescheduled during the holiday week to avoid payment of holiday pay. Probationary employees are not eligible for holiday pay.

15.4 Leaves of Absence

Associates will not be paid for holidays if they are on unpaid leave of absence or if the holiday follows the last day on duty before termination.

16. MISCELLANEOUS

16.1 Physical Examinations

All physical examinations required by the Employer, state or federal regulations shall be paid for by the Employer at the physician of the Employer’s designation or, in the event an associate elects to be examined by a physician of his/her choice, an amount will be paid not to exceed the amount charged by the physician of the Employer’s designation upon receipt of documentation of incurred charges for the associate’s required physical examination.

16.2 In-Service Training and Staff Meetings

It is the responsibility of each associate to attend required in-service training and staff meetings. Associates shall receive a minimum of two (2) hours straight-time pay for attendance at required in-service training and staff meetings. Associates will receive straight-time pay (regular hourly rate) for time in attendance at meetings that are not required, and such time shall not be counted in the computation of overtime.
The Employer will endeavor to schedule such training or meetings either immediately before, during, or immediately following an associate's scheduled work shift. If the training or meeting is held during or contiguous with an associate's shift, the above paragraph does not apply. Associates who are out on leave will be notified of all mandatory and/or in-services.

16.3 Break Room

An adequate break room for the purpose of rest and lunch periods shall be provided for use by all the associates.

16.4 Meals

Meals or a meal ticket will be provided for an employee who works a consecutive double shift.

16.5 Work Rules

Company rules; New Company rules used by the Employer for disciplinary purposes must be dated and posted conspicuously near time-clocks or on employee bulletin boards or in other manners made known to employees, and such rules shall not be in conflict with any of the terms or provisions of this Collective Bargaining Agreement.

16.6 Uniforms

The Employer will continue its practice of providing two (2) full uniforms per year on the employee's anniversary of date of hire. NOTE: Contract Year of 2018 this will be provided.

17 LEAVES OF ABSENCE

17.1 Funeral Leave

A leave of absence of up to three (3) days without loss of pay (non-PTO hours) shall be granted in case of death in the immediate family (parents, grandparents, spouse, children, grandchildren, brothers and sisters, current father-in-law and current mother-in-law).

17.2 Jury Duty

An associate who is called to serve on jury duty and gives the Employer two (2) weeks notice, if possible, shall be paid for actual hours worked for the Company (non-PTO hours). If this pay, together with his jury duty pay, does not equal his/her regular weekly wages, the Employer will make up the difference for a maximum period of two (2) weeks, provided the associate works such hours as he/she is available during the hours when court is not in session. An associate receiving full pay from his/her Employer while serving on a jury will be required to turn into his/her Employer the jury duty pay for the period he/she served on the jury, not to exceed two (2) weeks, minus any meals, mileage or travel allowances.
17.3 Military Leave

Military service by the associate in compliance with the provisions of the Veterans Re-Employment Act.

17.4 Personal Leave

A leave of absence without pay of up to thirty (30) days may be granted for bona fide personal reasons to non-probationary associates. Requests shall not be unreasonably denied.

17.5 Medical Leave (Non-FMLA)

A leave of absence without pay for medical reasons will be granted to non-probationary employees for up to sixty (60) days with a physician's certification for such leave. Medical leaves may be extended in thirty (30) day increments up to a maximum of six (6) months with physician's certification. The Employer reserves the right to request a second physician's opinion at the Employers expense.

17.6 Family Medical Leave Act (FMLA)

The Employer agrees to comply with the provisions of the Federal or Wisconsin Family Medical Leave Act. Employees may use accumulated Sick Pay time during an FML in accordance with the eligibility and use language in Article 14.

17.7 Accumulated Sick Pay Use During A Leave Of Absence

An associate may utilize his/her accumulated sick pay prior to going on a medical leave. An associate may use any portion of his/her earned vacation prior to going on a leave of absence. In cases of medical leaves of absence, where the associate is eligible to receive Workers Compensation benefits, use of accumulated sick leave will not be permitted.

17.8 Procedure for Leaves of Absence

Requests for leaves of absence and extensions thereof shall be made in writing to the Administrator and shall state the reasons for the leave and the starting and expected ending dates of the leave. The Administrator, or his/her designee, shall respond to a leave of absence request in writing within seven (7) days whenever possible.

17.9 Restoration to Previous Position

An Employee on an approved leave of absence (other than Family Medical Leave) will notify the Employer between the 7th and 14th day prior to expiration of the leave of the employee's intention to return to work. Employees returning from a leave of absence within sixty (60) days will be returned to the same shift and employee category within the classification occupied prior to the leave of absence if at all possible. If such employee is not returned to the job and shift previously held, such employee will be given priority and shall be restored to the job and shift previously held at such time as it becomes available. Employees returning from a medical leave of more than sixty (60) days shall be returned to the first available position within his/her job classification. However, a qualified individual under the
ADA may be eligible for leave of absence as a reasonable accommodation without regard to the length of service requirement or limitation of this article.

17.10 Insurance

Associates on leaves of absence may continue their group insurance by paying the full premium, subject to the provisions of the insurance carrier contract. In addition, the Employer will contribute toward such continued coverage as may be required by the Wisconsin Family Medical Leave Act.

17.11 Discharge

Any associate who is granted a leave of absence, and while on such leave of absence accepts employment from another employer or who goes into business for himself, is subject to discharge.

17.12 Union Leave

Upon request of the Union, associates will be granted unpaid leaves of absence for Union-related business and activities. If necessary to prevent unreasonable interference with the operation of the facility, the Employer may limit to five (5) the total number of employees on Union leave at a given time; with the understanding that at the Union's option either a) at least three (3) CNA's, one (1) cook, and one (1) employee in the "all others" classification shall be released, or b) at least four (4) CNA's and one (1) additional employee shall be released.

18. UNION LIABILITY - UNAUTHORIZED ACTIVITY CLAUSE

18.1 Strikes/Work Stoppage

It is further mutually agreed that the local Union will, within two (2) weeks of the date of signing of this Agreement, serve upon the Company a written notice, which notice will list the Union's representatives who will deal with the Company and to act for the Union in calling or instituting strikes, or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such associates to return to their jobs during any such period of unauthorized stoppage or work mentioned above, it is specifically understood and agreed that the Company shall have the sole and complete right of discipline, including discharge of any Union member participating in any unauthorized strike, slowdown, walkout or cessation of work, and such Union members shall not be entitled or have recourse to any other provisions of this Agreement.

Union Stewards, alternates and associates shall not take any strike action or any other action interrupting the Employer's business. The Employer recognizes that the Union Stewards and alternates have no authority to take such strike action and shall not hold the Union liable for any unauthorized acts. The Employer so recognizing such limitations shall have the authority to impose proper disciplines, including discharges, in the event the Union Steward has taken unauthorized strike action, slowdown or work stoppages in violation of this Agreement after proper investigation.
18.2 Union Responsibilities

a. In the event that an unauthorized strike or other interference with work occurs, the Union shall:

b. Notify the Employer that such strike or other interference with work is unauthorized; and

c. Order its members to return to normal work; and

c. Advise the associates, in writing, that the strike or other interference with work is unauthorized and that the associates are directed to cease such action and return to normal work.

19 BENEFITS

19.1 Health and Dental Insurance

The Employer participates in the Benefits Incorporated health and welfare plans on a Corporate-wide basis. At the present time, the plans include a group health plan and a dental plan. The specific benefits of the various plans, as well as the plans themselves, occasionally are changed or improved, including the amount paid for coverage of such plans by the Employer and associates who elect coverage. In the event such changes or improvements occur during the life of this Agreement, the Employer need not seek the Union's prior agreement, but the Employer will promptly notify the Union of the changes or improvements and the effective date thereof.

20. INVALIDATION

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or of administrative decrees or decisions.

In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

21. SCOPE OF BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject of matter not removed by law from the area of collective bargaining, and the
understandings and agreements arrived at by the parties after the exercise of that right and opportunity set forth in this Agreement.

22. SOLE AGREEMENT AND WAIVER

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written, and expresses all the obligations of or restrictions imposed on the respective parties during its term. This Agreement can be changed only by a written Amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.
23. DURATION

This Agreement shall be effective April 1, 2017 and shall continue in full force and effect, through March 31, 2019. This Agreement shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90) days, but not more than one hundred twenty (120) days prior to March 31, 2019, or any March 31, thereafter if it is automatically renewed.

The parties have caused this Agreement to be executed by their duly authorized representatives on March 7, 2017.

FOR THE EMPLOYER:  
FOR THE UNION:

Executive Director

ICO

5-17-17

5-17-17
PTO PROGRAM - ADDENDUM A

(This contract addendum applies only to employees hired before January 1, 2012)

13. PAID TIME-OFF (PTO) PROGRAM

13.1 Calculations of PTO Hours

a. On Completion of First Year of Employment:

b. On the date on which associate completes his/her first year of employment, he/she shall receive PTO time equal to the product of multiplying all his/her hours paid in the previous calendar year times .0577.

Example: An associate is hired on August 1, 1995, and celebrates his/her one-year services anniversary on August 1, 1996. The associate works 7.5 hours per shift and works 7 days per pay period.

$$7.5 \times 7 \text{ (days per pay period)} \times 26 \text{ (pay periods per year)} = 1365$$

$$1365 \text{ (hours worked in first year)} \times .0577 \text{ (PTO rate)} = 78.76 \text{ hours PTO}$$

The resulting PTO hours may be scheduled and/or cashed in, in accordance with the terms of this contract, between the first anniversary date (in our example, August 1) and December 31 of the same calendar year.

c. On January 1, After Completion of Any Anniversary Date:

On January 1 of the first calendar year following the completion of their first year of employment, and upon completion of all subsequent years of employment, associates shall receive PTO hours in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service completed by January 1 of Each Year</th>
<th>Multiplication Factor</th>
<th>Days of PTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year</td>
<td>.0730</td>
<td>19 Days</td>
</tr>
<tr>
<td>2 Years</td>
<td>.0808</td>
<td>21 Days</td>
</tr>
<tr>
<td>3 Years</td>
<td>.0808</td>
<td>21 Days</td>
</tr>
<tr>
<td>4 Years</td>
<td>.0923</td>
<td>24 Days</td>
</tr>
<tr>
<td>5 Through 8 Years</td>
<td>.1000</td>
<td>26 Days</td>
</tr>
<tr>
<td>9 Years</td>
<td>.1115</td>
<td>29 Days</td>
</tr>
<tr>
<td>10 Through 14 Years</td>
<td>.1192</td>
<td>31 Days</td>
</tr>
<tr>
<td>15 Through 19 Years</td>
<td>.1269</td>
<td>33 Days</td>
</tr>
<tr>
<td>20 Years</td>
<td>.1346</td>
<td>35 Days</td>
</tr>
</tbody>
</table>

PTO hours shall be calculated by multiplying the multiplication factor appropriate for the associate’s years of completed service times all the associate’s paid hours in the previous calendar year.
PTO time will be awarded on January 1 of each calendar year, and the facility will provide notice of available vacation to each associate at the beginning of each year.

13.2 Scheduling Use of PTO

a. **Non-Prime Time Scheduling:**

Requests for PTO must be made in writing at least two (2) weeks prior to the posting of the work schedule and are subject to the approval of the Employer. The Employer will respond within five (5) working days of receipt of the request. Every effort will be made to grant PTO at the time requested, provided it does not affect the operation of the facility in a detrimental manner. The Employer will give preference to associate requests in order of seniority. However, in the event that simultaneous requests are received from more than one associate, under such circumstances as to hinder the operation of the department, the person with the most seniority shall be given preference as to the PTO choice.

b. **Prime Time Scheduling:**

Arrangements for vacation must be made in a timely fashion and well in advance, with the approval of the Employer. Every effort will be made to grant vacations at the time requested provided, however, it does not affect the operation of the facility in a detrimental manner. Associates may request vacation time to be scheduled for Memorial Day through Labor Day during January 1 to March 1 sign-up period, on a strict seniority basis.

All requests shall be returned to associates in writing with approval or denial no later than April 1, thirty (30) calendar days after the sign-up period. Once Employer has approved an associate’s vacation (PTO) schedule, that vacation schedule is guaranteed, except in the event of a facility emergency.

c. **Vacation Pay:**

Vacation pay is to be paid to the associate prior to the time (date) his/her vacation begins, provided the associate requests the time off by the last payroll before the vacation is to begin. The vacation request must be approved before said payroll is submitted.

d. **Vacation on Weekends:**

Employees can schedule vacation for any scheduled workday, with the exception of weekends.

An employee with three (3) or more years of service may request vacation time on his/her regularly scheduled weekend shift once per year. A weekend is defined as Saturday and Sunday.

13.3 Carryover of PTO

A maximum of 200 Hours of Paid Time Off (PTO) can be carried over into the next year.

13.4 PTO Cash-Out

a. **End of Year cash-Out:**
Associates may cash out after 160 hours any accumulated but unused PTO time at the end of each calendar year. Associates may cash out 100% of any PTO time which, if added to their Sick Pay Account, would exceed the 360-hour maximum for that account.

PTO benefit cash-out must be requested by November 15 of each calendar year and will be based on accumulated but unused and unscheduled PTO as of November 15. Payment will be received in the first pay period of December at the associate’s rate of pay on December 1. If PTO that is scheduled for use between November 15 and the end of the year is canceled by the Employer for any reason, that PTO time may be carried over into the next calendar year, or may be cashed out, or added to the associate’s Sick Pay Account at the associate’s discretion.

If a cash-out request is not made, then all unused PTO hours shall be deposited in the associate’s Sick Pay Account.

b. Cash-Out at Termination:

If an associate gives fourteen (14) calendar days advanced written notice of intent to terminate, and actually works all scheduled shifts through his/her last scheduled day of work, he/she shall be eligible to receive all accrued Paid Time Off (PTO) awarded on January 1 of the same calendar year.

If cash-out request is not made, then all unused PTO hours shall be deposited in the associate’s Sick Pay Account.

PTO benefits will not be paid if an associate is terminated for cause.

Associates shall not be expected to reimburse the Employer for any receipt of PTO pay that took place before their termination, even if it exceeded the percentage scales listed above.

Payment for PTO at termination will be included in the associate’s final paycheck.

13.5 PTO Death Benefit

In the event of the death of an associate, any earned and unused PTO time accumulated to the credit of such deceased associate shall be compensated for, in cash. This benefit is to be paid to the associate’s beneficiary as last designated on a form to be supplied by the Employer, and received and witnessed at the facility, prior to the death. An associate’s failure to make such designation shall nullify and void this benefit.

14. SICK PAY/SICK PAY ACCOUNT

14.1 Eligibility

Associates begin to earn sick pay on their date of hire, but associates are not eligible for payment of earned sick pay until after ninety (90) calendar days of continuous employment.

14.2 Accrual Rate of Sick Pay
Associates accrue sick pay at the rate of .0285 hours for each hour paid. Hours are calculated and available for appropriate use at the end of each two-week pay period.

Example: An associate who works 7.5 hours per shift and works 7 days per pay period will accrue:

$$7.5 \text{ (hours per shift)} \times 7 \text{ (days per pay period)} \times 0.0285 \text{ (sick accrual)} = 1.5 \text{ (hours of sick time per pay period)} \times 26 \text{ (pay periods)} = 39 \text{ hours of sick time per year}$$

Those hours shall be accumulated and become part of the associate’s Sick Pay Account (SPA). Sick pay may be accrued to a maximum of three hundred and sixty (360) hours.

14.3 Sick Leave Pay

Each hour of sick leave is paid at the associate’s regular straight-time rate of pay.

a. Use During First Year of Employment:

Associates will begin to receive sick leave payment on the second consecutive scheduled day of absence. If hospitalized, they can draw on their Sick Pay account beginning the first day of hospitalization.

b. After Completion of One Year’s Service:

Any associate with accumulated hours in his/her SPA may use such hours for extended and approved leaves of absence due to illness or injury:

a. Beginning with the first day of hospitalization; or
b. After three (3) consecutive days of missed work due to illness or injury; or
c. If off ten (10) consecutive days or more, they may draw on their SPA account to cover the first three (3) days.

Associates may use their available PTO to cover any missed time they cannot cover from their SPA.

c. Verification of Condition:

The Employer reserves the right to require verification of an associate’s condition by a physician as a condition of payment of the sick leave claimed, if the associate is absent three (3) or more consecutive scheduled work days, or if the Employer has reasonable doubt as to the associate’s ability to return to work.

The Employer may also require physician verification of an illness where there is demonstrable reason to doubt the legitimacy of an illness. Such requests for verification shall not be made arbitrarily or capriciously, nor shall they be used to harass associates.

14.4 Transfer of Accumulated Sick Pay Hours

Associates with sick pay accumulation from prior year(s) of service shall have that accumulation added to the SPA.
14.5 Forfeiture of Sick Pay Account

All accrued sick pay is forfeited when an associate terminates employment.

14.6 Use of Sick Pay While On Vacation

If an associate becomes ill while on vacation so as to require a hospital stay, the time spent in the hospital shall be counted as Sick Pay if the associate so requests and can furnish proof of such hospital stay to the Employer.

15.3 HOLIDAY COMPENSATION

Full-time associates who do not work on the holiday will be paid for the equivalent of a regular shift worked. Part-time associates who do not work on the holiday will be paid on a pro-rated basis based upon the average daily hours worked in the preceding three (3) pay periods. If an associate is scheduled to work on a holiday and fails to do so, the associate will forfeit all holiday pay. Associates required to work on a recognized holiday may choose a compensatory day off with pay in lieu of holiday pay; in such an event, the amount of pay will be equal to the number of hours worked on the holiday, up to eight (8) hours, and such compensatory day must be taken within thirty (30) days following the holiday. No associate shall be rescheduled during the holiday week to avoid payment of holiday pay.

Full-time and part-time associates may request to use paid hours from their PTO accounts to cover a holiday to the amounts indicated in paragraph (a) above. Requests to use PTO should be made two (2) weeks before the legal holiday.
1. Was the member given advance warning of the probable consequences of their actions?

2. Was the rule/policy/management's request reasonable related to efficient and safe operation?

3. Was the alleged violation of the rule, policy, or management's request fully investigated prior to corrective action?

4. Was the investigation fair and objective?

5. Did the investigation uncover substantial proof of guilt?

6. Was the employer's treatment even handed and non-discriminatory?

7. Was the corrective action reasonably related to the member's work record and the gravity of the offense?
The "Just Cause" provision in our contracts protect us against unfair and unjust discipline that employers hand out. The Key sentence in our contracts usually reads "The employer shall not discipline or discharge any employee without just cause". It may say "cause" or "fair cause" or something to that affect, but the meaning is the same: the employer can't discipline us because they feel like it, there has to be a reason and they have to show us proof.

Stewards must be ready to handle all sorts of discipline cases, from warnings to suspensions to firings. Using the 7 Tests of Just Cause on the other side of this card, will help us represent our members fairly and powerfully.

If the employer has violated any of the 7 Tests of Just Cause, it makes their case weaker. When we are able to prove they haven't met the standards, we win grievances. These tests have been upheld by arbitrators since a 1966 U.S. Supreme Court decision.