



***SEIU*Healthcare[®]**
United for Quality Care

AGREEMENT BETWEEN

**WAUKESHA SPRINGS HEALTH
& REHABILITATION CENTER**

AND

SEIU HEALTHCARE WISCONSIN

June 1, 2011 to May 31, 2013

Dear SEIU Healthcare Wisconsin Member,

Please take the time to read through your contract. It is the guide to your wages, benefits, and working conditions at Waukesha Springs Health and Rehabilitation Center. Your co-workers fought hard to guarantee the benefits and rights contained in these pages. It is up to all of us to ensure that they are recognized and honored by Waukesha Springs Health and Rehabilitation Center.

We also want to make you aware of your **WEINGARTEN RIGHTS**. If you think you are going to be disciplined or asked questions that may lead to a discipline, **ALWAYS** ask for a Work Site Leader. You do not have to answer any questions without a Union Work Site Leader present. For your protection, always ask for a Union representative.

To get involved in your Union, come to a meeting or ask a Work Site Leader.

In Solidarity,
SEIU Healthcare Wisconsin

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AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of June 2011 by and between WAUKESHA SPRINGS HEALTH & REHABILITATION CENTER (hereinafter referred to as the “Employer”) and SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE WISCONSIN, UNITED FOR QUALITY CARE (here in after referred to as the “Union”)

WHEREAS, it is the intent and purpose of the parties hereto to prevent strikes and to facilitate the peaceful adjustment to differences that may arise, and to promote harmony and efficiency to the end that the Employer and the Union may be mutually benefited, the parties enter into the following Agreement.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the collective bargaining representative of all full-time and regular part-time service and maintenance employees employed by the Employer at its Waukesha, Wisconsin location, including nurses aides, ward clerks, medical records clerk, bath aides, activities aides, dietary, laundry, and housekeeping employees, cooks and maintenance employees, but excluding registered nurses, licensed practical nurses, office clerical, technical and professional employees, guards and supervisors as defined in the Act.

ARTICLE 2 - AGREEMENT RIGHTS AND EMPLOYER COMMITMENT & RIGHTS

Section 2.1 Employment Law Commitment

The Employer is committed to complying fully with all state and federal employment laws. An action by the Employer or a situation an employee believes or alleges as inconsistent with current employment laws dealing only with alleged discrimination on the basis or age, race, religion, color, handicap, sex, pregnancy, physical condition, developmental disability, national origin, creed, martial status, ancestry, sexual orientation, arrest record, or conviction record must be filed with the appropriate government agency (i.e. EEOC, ERD, and/or State/Federal Court) and is not subject to arbitration provided under this Agreement.

Section 2.2 Employer Rights

The Employer retains all rights and prerogatives necessary or appropriate to manage, operate, and conduct the Employer’s operations. Such management and direction shall include, but is not limited to, the rights to:

1. Hire, layoff, promote, demote, suspend, transfer, discharge or discipline for just cause

2. Maintain discipline
3. Determine, assign and delegate work
4. Select, determine and re-determine the number of its employees
5. Determine quality and quantity of work performed
6. Maintain and improve efficiency, technology, equipment, facilities and methods of operations
7. Determine methods of compliance with federal and state rules and regulations affecting Nursing Homes and require compliance with same
8. Establish work rules, direct and schedule the working forces
9. Determine the number of hours, starting and ending times to be worked, including overtime
10. Determine the materials, means and type of services provided
11. Determine the methods, supplies and equipment to be utilized
12. Discontinue jobs
13. Determine job content and qualifications
14. Decide employee qualifications consistent with federal and state standards
15. Observe and evaluate employee job performance
16. Manage and administer Employer's operation and
17. Take whatever action is necessary in case of emergency.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

Section 3.1 Non-Discrimination

It shall be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty first (31st) day following the beginning of such employment become and remain members in good standing of the Union or pay a service fee to the Union. Employees hired before June 8, 2000, shall have the option of not becoming members of the Union or paying a service fee. For those employees subject to this Article of the collective bargaining agreement, "good standing" is defined to mean the payment of a standard initiation fee and standard regular monthly dues, as applies uniformly to all members of the Union in the bargaining unit covered by this Agreement. For service fee payers "in good standing" is defined to mean the payment of a monthly service fee equivalent to his/her proportionate share of Union expenditures that are only necessary to support the Union's legal obligation to represent the bargaining unit under this Agreement not to exceed the standard regular monthly dues paid by the Union members.

Section 3.2 Check-Off

Upon receipt of written authorization from an employee, the Employer will deduct from his/her pay the initiation fee, dues/service fee payable by him/her to the Union as directed by the Union. The Employer will make such deductions from the first pay check received by the Employee in the month after the receipt of the authorization form and bi-monthly thereafter, and transmit all amounts so deducted to the authorized representative of the Union. The Employer agrees to have new hires sign a service fee

form with initial sign-on paperwork package, and forward such form to the Union. The Union will submit to the Employer immediately after signing this Agreement, and thereafter as new employees are obtained or existing authorizations are revoked, a statement of the amount due the Union by each employee who has authorized the deduction. The Employer will also honor all previously written authorization forms. The Union agrees that the required follow up is the responsibility of the Union.

Section 3.3 Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice, authorization, or assignment furnished under any of such provisions.

Section 3.4 Employee Lists

The Employer will make current seniority lists available for inspection by the Union at all reasonable times.

The Employer will furnish the Union representative with seniority lists giving the employees' names, current addresses, home telephone numbers, departments and dates of hire on a quarterly basis via electronic mail.

Each month, the Employer will send an updated list of bargaining unit employees who have been hired or terminated with pertinent dates and job classification of the employee via electronic mail.

Section 3.5 C.O.P.E. Check off

The Employer agrees to deduct from the wages of any employee covered by this Agreement any voluntary contribution of S.E.I.U. C.O.P.E. upon receipt of a signed authorization from each such employee on forms provided by the Union. Such contributions will be transmitted on a separate check with a list of names and specific deductions.

ARTICLE 4 - NO STRIKE - NO LOCKOUT

Section 4.1

- a. The Union, its officers and agents, each member and other employees covered by this labor agreement respectively agree that so long as this Agreement is in effect there shall be no collective, concerted or individual strikes, sympathy strikes, partial or complete sit-downs, slowdowns, stoppages or cessations of work, illegal boycotts or other unlawful acts of any kind that interfere with the Employers operation or the performance of its services. Any employee

violating any of these provisions may be the subject of disciplinary action, including discharge without prior warning, and such action of the Employer in discharging such employees shall not be considered a grievance or be subject to review through the grievance procedure.

- b. In the event of any unauthorized strike, concerted cessation of work or slowdown, the officers of the Union will, upon notice from the Employer, order the employees to cease such unauthorized action at once.
- c. The Employer agrees that so long as this Agreement is in effect there shall be no lockout. The closing down of any facilities or any part thereof or the curtailing of any operation or services for business reasons shall not be construed to be a lockout.

ARTICLE 5 - GRIEVANCE-ARBITRATION PROCEDURES

Section 5.1 Definition of Grievance

- a. A grievance within the meaning of this Agreement is a claim by an employee or employees that the Employer has violated an express provision of this labor agreement. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint after completion of his/her duties. To be considered, any grievance must be presented to the Employer within ten (10) working days (defined as Monday through Friday, excluding holidays as defined in Article 13) after the employee knew, should have known or became aware of the alleged violation or shall be deemed waived by the grievant and the Union.
- b. Only one subject matter shall be covered in any one grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.

Section 5.2 Settlement Procedure

Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next. The time limits in this Article and in the following Article are intended to be mandatory. Any failure by an employee or the Union to abide by the time limits specified shall result in the grievance being considered settled. The failure of the Employer to answer a grievance in the time specified shall authorize the grieving party to proceed to the next step of the procedure. The Employer, employee or the Union may request an extension on the time limits at any step of the grievance and arbitration procedure which shall be effective if mutually agreed in writing between the parties. All grievances shall be handled and adjusted in the following manner.

Step 1: The grieving employee, or the grieving employee and the Union Worksite Leader, shall present the grievance to the employee's immediate supervisor, who shall answer the grievance after a meeting within ten (10) working days.

Step 2: If the grievance is not settled in Step 1, the grievance may, within ten (10) working days after the answer in Step 1, be presented in Step 2. When a grievance is taken to Step 2, it shall be reduced to writing in accordance with Section 5.1(b), signed by the grievant or the grieving employee and the Union Worksite Leader and presented to the grievant department head or designee. The Department Head shall respond in writing after a meeting within ten (10) working days of receiving the second step appeal.

Step 3: If the grievance is not settled in Step 2, the grievance may, within ten (10) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented by the grievant or the grieving employee and the Union Worksite Leader to the Director of Human Resources. The Director of Human Resources shall respond in writing after a meeting within ten (10) working days after the presentation of the grievance in this step.

Step 4: If the grievance is not settled in Step 3, the grievance may, within ten (10) working days after the answer in Step 3, be presented in Step 4. A grievance shall be presented by the grievant or the grieving employee and the Union Worksite Leader, in this step in writing to the Administrator. The Administrator or designee shall respond in writing after a meeting within ten (10) days of receiving the third step appeal.

Step 5: A grievance which has been processed through, but not resolved by the grievance procedure detailed in this Agreement may be appealed by the Union to arbitration by written notice addressed to the Director, Human Resources or designee. Such notice must be given within ten (10) working days after receipt of the answer at the fourth step of the grievance procedure. Such notice shall state the precise nature of the claim and the specific provisions of the labor agreement allegedly violated and relied upon in support of the grievance.

Within ten (10) working days after receipt of such notice, the Employer and the Union, or their representative, shall jointly request the Federal Mediation and Conciliation Service (FMCS) to supply a panel of outside, impartial, independent arbitrators. Upon receipt of such panel, the Employer and the Union, or their representatives, shall alternately strike names, the grieving party striking first, until only one (1) name remains. That person shall serve as the impartial arbitrator. The award of the arbitrator shall be final and binding upon the parties to this Agreement.

The jurisdiction and authority of the arbitrator shall be confined exclusively to the interpretation of the explicit provision(s) of the Agreement at issue between the Union and the Employer. The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement.

Only one (1) grievance shall be submitted to an arbitrator in any one (1) arbitration proceeding, provided, however, that the parties may, by mutual agreement,

submit more than one (1) related grievance to the same arbitrator in the same arbitration proceeding.

The expenses of the arbitration (including the arbitrator and the transcript) shall be borne equally by both parties.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1 Facility Access

An authorized official of the Union may be granted reasonable access to the Employer's premises at reasonable mutual agreed times, upon prior notice for the purpose of conferring with the Employer or bargaining unit employees, provided that such conferences will not interfere with the Employer's operations or any employee's work.

Section 6.2 Bulletin Boards

The Employer shall provide bulletin board space for the posting of Union notices and other related information. All items to be posted must be approved by both the Union and the employer prior to being posted. Such approval shall not be unreasonably denied. No postings shall remain up for more than thirty (30) calendar days, unless otherwise agreed to extend the posting by both the Union and the Employer.

Section 6.3 Union Orientation

The Union will be permitted 15 minutes time with new orientees during the regular employee orientation program. The purpose of this meeting will be to afford the Union representative an opportunity to familiarize new employees with the Union's role within Waukesha Springs and the bargaining unit agreement. The employer will inform the Union Representative of the time and place for general orientation. The Union Representative will conduct the orientation session at the agreed upon time or arrange for another Union Worksite Leader to conduct such session.

Section 6.4 Union Coordinator and Union Worksite Leader Recognition

- a. The Employer recognizes the right of the Union to designate Union Coordinators and Union Worksite Leaders and will recognize them as designated by the Union. Authorized Union Coordinators and Union Worksite Leaders may assist an employee who initiates a grievance.
- b. The Union agrees to provide the Employer with a written list of the Union Coordinators, Union Worksite Leaders and Union Representatives assigned to service the facility. The Employer agrees to provide the Union with a written list of authorized supervisors for each department and shift.

Section 6.5 Definition

Union Coordinator and the Union Worksite Leaders are facility employees' representatives appointed or elected to represent the Union regarding issues of wages, hours, working conditions, or other aspects of this Agreement.

Section 6.6 Union Leave

- a. An employee who has successfully completed the probationary period may be considered for Union leave.
- b. Any request for leave of absence shall be in writing and shall be presented to the employer as far in advance of the requested leave as possible. However, such notice must be given no later than one (1) week prior to the posting of the schedule.
- c. Bargaining unit employees representing different shifts shall be allowed up to a maximum of sixty (60) days for the entire bargaining unit within any calendar year, with proper notification, to attend Union and/or training sessions. Such requests shall not be unreasonably denied. The Union agrees to cover all benefits to such employees.
- d. This time off may be charged to accrued but unused vacation or taken as time off without pay, at the employee's option.

ARTICLE 7 - HOURS OF WORK

Section 7.1 Purpose

- a. Recognizing that services must be provided twenty-four (24) hours per day, seven (7) days per week, the Employer reserves the right to require overtime and to establish the time for work shifts and work schedules, including night work, holiday and weekend work, with employees being subject to call in case of emergency, as the needs of the Employer may require. Overtime work shall be apportioned as equitably as practical within a classification. Those employees having a preference for any extra work shall request same from their supervisor.
- b. The regular work week for wage-hour purposes only shall consist of those hours scheduled from the beginning of the employee's first shift on Friday through the end of the employee's shift that began on Thursday. Nothing in the Article or Agreement shall be construed as a guarantee by the Employer of any amount of work or as a limitation on the hours of work that may be scheduled.

Section 7.2 Breaks

One (1) twenty (20) minute paid break will be provided for all employees working six (6) or more hours per shift. Employees working less than six (6) hours but more than four (4) hours per shift, shall be permitted one (1) fifteen (15) minute paid break. Employees working six (6) hours or more shall be permitted one (1) thirty (30) minute unpaid meal break. Breaks will be taken at times and in accordance with rules established by the employee's supervisor and may not interfere with the care of residents or proper operation of the Facility. Employees may not change break assignments without prior approval by a supervisor.

Section 7.3 Work Schedule

- a. Any employee who is unable to report as scheduled must notify the Employer as early as possible, but not later than two (2) hours before the scheduled starting time. Any employee failing to give such notice may be subject to discipline, up to and including discharge.
- b. The Employer shall post a work schedule at least two (2) weeks in advance, and any employee who desires a change must request the change not less than five (5) days in advance of the beginning of the scheduled work period.
- c. Employees may not switch their own schedules without prior consent of the Employer's designee, which is currently the Scheduler.

Section 7.4 Overtime Pay

All time worked over eight (8) hours in any one work day or eighty (80) in any pay period shall be paid at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay. The Employer will not alter an employee's regular work schedule for the purpose of avoiding overtime pay. There shall be no pyramiding or duplication of overtime or premium pay.

Section 7.5 Overtime Scheduling

Overtime and extra scheduled opportunities for work will be offered to employees on a rotating basis by shift. Such opportunities will first be offered to bargaining unit employees where such work would not result in overtime. If additional work remains, work will be offered to those employees' who may be eligible for overtime. Rotation will begin with the most senior employee available and continue until all extra hours have been filled. The next available work will be offered beginning where the previous rotation had stopped. This rotation will continue until all employees have been offered an opportunity for additional work, at which point the rotation will resume with the most senior employee available.

The employer will maintain a record of these opportunities. An employee who declines an offer will not be offered said work until the next rotation. An inability to reach an employee with an offer will be indicated on the record but will not count as an

offer to work. The Employer will make best efforts to offer employees the opportunity to pick up additional work or to work overtime before outside pool help is utilized. Management reserves the right to skip any employee who it feels would be unqualified or inappropriate for the assignment, otherwise the assignment will be offered in the order of seniority. Such disqualification will not be done in an arbitrary and capricious manner.

Section 7.6 Reporting Pay

Full-time or part-time employees who are scheduled or otherwise required to report for work without being notified in advance that they should not report, and who are not put to work, shall be given four (4) hours pay at their regular hourly rate. The provisions of this Section shall not apply in the event of acts of God or other causes beyond the control of the Employer. Notice not to report to work may be given orally, by certified letter to the last reported address, by telephone call to the last reported number, or by e-mail.

Section 7.7 Weekends and Holiday Reassignment

Employees who fail to work a scheduled shift on a weekend or holiday, for any reason shall be added to a weekend/holiday pool list maintained by job description by shift. The employee's name shall be added to the bottom of the list for each weekend or holiday shift missed. When a replacement is required, at the discretion of the Employer, such openings will be filled from the top of the list, unless one (1) of the following conditions exists.

- a. The employee is already scheduled for that day
- b. The employee is not qualified to fill the opening
- c. The employee is previously scheduled for vacation or approved leave of absence.

If any of the conditions listed above exist, or the Employer feels that a specific assignment is not in the best interest of resident care or the operation of the facility, the Employee shall be skipped for assignment. The name of an employee so skipped shall remain at the top of the list. All such reassignments are mandatory.

Each time an employee fulfills his/her reassignment obligation, his/her name is stricken from the list.

Weekends and holidays missed during an approved leave of absence will be exempted from this section.

Subject to employer approval, a weekend or holiday absence that is supported by a medical excuse may be exempted from this section. Such medical excuse shall include diagnosis of condition, certification of employee's inability to work for each day of absence and shall be signed and dated by the physician on a date during the period of absence

ARTICLE 8 - PROBATIONARY PERIOD

Newly hired employees and those rehired after a break in service will be regarded as probationary employees for the first ninety (90) calendar days of employment. A one time waiver of the probationary period will be granted for a rehired employee with a break in service of less than four (4) months except in the case of a laid off employee in which case a new probationary period will not apply for breaks in service of less than twelve (12) months. Benefits under this Agreement shall commence after the expiration of the initial 90 day probationary period. During such probationary period, the employee may be terminated at the sole discretion of the Employer without recourse to the grievance procedure. Employees retained in service after the completion of their probationary period shall become regular employees and shall be credited with bargaining unit seniority from their most recent date of hire. At the discretion of the Administrator, the probationary period may be extended for up to an additional 90 days, with notification of reason, to the Union within five (5) days prior to extending the probationary period.

ARTICLE 9 - SENIORITY

Section 9.1 Definition

- a. Bargaining unit seniority, which is defined as the employee's length of computed service from the employee's most recent hiring shall apply in determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement, except where the application of job classification seniority is specifically required by the terms of this Agreement.
- b. Job classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification, since the most recent placement into such classification. When an employee is transferred to another classification or department, other than a request by the employee to transfer, that employee's seniority shall follow that employee to said new classification or department.
- c. Seniority rights will accumulate during a leave of absence due to an employee's injury incurred on duty.

Section 9.2 Loss of Seniority

Seniority shall automatically terminate upon anyone of the following circumstances:

- a. Voluntary termination
- b. Discharge for just cause
- c. Failure to accept, when recalled from layoff, the first available job in the job classification from which the employee was laid off

- d. Failure to respond within three (3) working days or failure to report for work within five (5) working days after notice is sent; return receipt requested, to the last address on record with the Employer, to report to work after layoff, unless satisfactory arrangements for a later return have been made.
- e. Absence from work for three (3) working days without notification to the Employer.
- f. Failure to return to work upon the expiration of an approved leave of absence, unless an extension has been granted in writing prior to the expiration of any approved leave.
- g. Continuous absence or layoff or other nonperformance of work for twelve (12) consecutive months or for a period equal to the employee's seniority, whichever is less.

Section 9.3 Layoff and Low Census Reduction

When any condition arises which requires that a reduction in force or spreading of work is required in any job classification, probationary employees working within that job classification shall be laid off first. The Employer may then reduce the work week of affected employees within the affected classification, shift and unit. Should such hours be restored, the Employer shall add such hours, in order of seniority, where possible, on the affected shift, unit and classification. If the Employer determines additional layoffs are required, the employee with the least seniority within the affected classification and shift shall be the first laid off with layoffs continuing in that order. Recalls after layoff shall be in the reverse order of the layoff. The Employer will make best efforts to give the Union and affected employees as much notice of layoffs and hour reductions as possible, including a list of affected employees together with their seniority dates, job titles and hours reduced.

Low Census Reduction – If the facility determines that it must reduce the hours on any shift due to low census., employees in seniority order will be offered the opportunity to take additional time off. If no employee elects to take additional time off, hours shall be reduced in reverse seniority order.

Section 9.4 Seniority List

The employer agrees to provide, upon request, an authorized representative of the Union with a current seniority list, including address. The Employer agrees to promptly notify the Union Coordinator of the names and addresses of each new employee after completion of the probationary period.

Section 9.5 Transfers

In the event an entire job classification is eliminated, employees within the affected job classification can exercise their bargaining unit seniority and displace an employee having less seniority in such job classification, provided the transferring employee is immediately capable and qualified to perform in his/her new placement.

Section 9.6 Job Postings

Bargaining unit vacancies shall be posted for five (5) working days. Postings shall include the job title of the vacant position, work station, shift, number of hours normally scheduled per pay period, date posted, date posting period will end and procedure for placing a bid.

Section 9.7 Bid Procedure

All Bargaining Unit Employees shall have the right to bid on vacant bargaining unit positions. Promotions and transfers shall be determined by the Employer on the basis of the employee's skill, ability and attendance. Where these factors are relatively equal, seniority shall be the determining factor. Within thirty (30) days after being placed in the new position, the employee shall return to his /her previous position if the Employer determines he/she is not capable of performing the new job. Employees bidding on the position shall be notified by posting of the persons awarded the job. In the event that the employee determines within thirty (30) days after placement that he/she is not capable or interested in the new job, the Employee may return to their previous position if available or bid on other comparable open positions that he/she is qualified to perform.

ARTICLE 10 - LEAVE OF ABSENCE

Section 10.1 Personal Leave

An Employee who has successfully completed the probationary period may be considered for a personal leave of absence without pay. Any request for a personal leave of absence shall be in writing and shall be presented to the Employer as far in advance of the requested leave as possible. The grant of a personal leave of absence shall be without loss of seniority, without pay, and for not more than ninety (90) days. A personal leave can be extended by mutual agreement between the Employee and the Employer. Benefits will be covered for the first 30-days but the employee will pay full cost of benefits after 30-days.

Section 10.2 Family/Medical Leave

- a. Certain Employees may be eligible to take unpaid family or medical leave under federal or Wisconsin law for up to twelve (12) calendar weeks in a rolling one year period. Such leaves are subject to approval of the Human Resource Manager and/or Administrator. An eligible Employee for Federal family or medical leave is one who has worked at the Facility (for the Employer) for more than one (1) year and has worked at least 1,250 hours in the past year. An eligible Employee for Wisconsin family or medical leave is one who has worked at the Facility (for the Employer) for more than one (1) year and at least 1,000 hours in the past year. Hours worked do not include paid vacation or holiday hours.

- b. An Employee needing to take a family leave in accordance with Federal and State law should request leave from his/her supervisor at least thirty (30) days in advance of the need for leave. Employees should make reasonable efforts to schedule planned medical treatments so as not to disrupt business operations. Generally, an Employee should provide at least thirty (30) days notice for planned medical treatments for themselves or family members and as much notice as practicable in emergency situations.
- c. Employees will be required to complete a leave of absence form and a medical certification form which will need to be signed by the health care provider. Failure to return the completed medical certification form within fifteen (15) days will result in a delay and/or denial of the approval of the leave. Forms are available from the Human Resources department.
- d. Family and medical leaves are unpaid; however group health and other insurances will remain in effect during the leave as if the employee continued working. As appropriate, Employees may elect or be required by supervision to apply vacation or other accrued compensation during this family or medical leave. As appropriate, Employees on medical leave for the Employee's own serious health condition may simultaneously be eligible for and receive disability benefits and Employees on worker's compensation leave will be considered to simultaneously be on medical leave.
- e. Upon return from family or medical leave, an Employee will be returned to the position he/she held immediately prior to the leave if the position is vacant. If the position is not vacant, the employee will be placed in an equivalent position. If the Employee does not return to work upon the expiration of the maximum leave period as allowed by law, then the Facility (Employer) will make efforts to restore the employee to comparable position as one becomes available. Additional leave beyond the federal or Wisconsin leave may be granted at management's discretion in some situations.

Section 10.3 Military Leave

Employees will be granted military leave of absence without pay in accordance with applicable law.

Section 10.4 Leave Approval

Any request for a leave of absence must be made in writing thirty (30) days in advance when feasible on the designated form provided by the Employer. The Employer shall indicate in writing approval or disapproval of a request for leave of absence.

Section 10.5 Benefits and Rights

- a. By reason of taking any leave of absence, the Employee shall not forfeit accrued rights under this Agreement, and shall not further accrue any rights during such leave.
- b. Employees shall not receive any fringe benefits except seniority during the period of unpaid leave of absence. Employees who wish to retain insurance coverage under the fringe benefits specified in this agreement must pay in advance the insurance premiums for the period of the unpaid leave of absence unless otherwise granted by law.
- c. A leave of absence shall not be granted for any Employee to seek employment nor to try out a new job. If any employee is found to be working elsewhere when on a leave of absence, he/she shall be terminated from his/her employment at the Facility.

Section 10.6 Government Compliance

In the event any of the leave of absence provisions of this agreement are in conflict with existing or subsequently enacted State and/or Federal Statutes, it is understood that such Statutes will apply and to the extent consistent with the Statutes, the provisions of Article 10 will apply.

ARTICLE 11 - STATUS OF UNIT EMPLOYEES

Section 11.1 Full-time Employees

Full time Employees are defined as those Employees who work a regular schedule of at least sixty (60) or more hours per pay period and shall be eligible for all full time benefits.

Section 11.2 Part-time Employees

Regular part time Employees are defined as those Employees who work a regular schedule of at least thirty (30) but less than sixty (60) hours per pay period.

Section 11.3 Casual Employees

Casual Employees are defined as those Employees who work a regular schedule of fewer than thirty (30) hours per pay period.

Section 11.4 In House Pool

In House Pool Employees are defined as those Employees who are not guaranteed any hours of work.

ARTICLE 12 - HOLIDAYS

Section 12.1

Regular full time and regular part time Employees shall, after ninety (90) days of continuous service receive a holiday benefit computed at eight (8) hours for full time employees and five (5) hours for part time employees, at the current base rate for the following holidays if they are not scheduled to work the holiday.

New Year’s Day	Floating Personal Holiday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	

A request to take a floating holiday must be made at least two (2) weeks in advance.

Section 12.2 Holiday Pay

All Employees required to work a holiday will be paid at the rate of double their current hourly rate for hours worked in lieu of the holiday benefit. If the hours worked is less than the employee’s holiday benefit, the remaining hours due will be paid at the current base rate. Employees must work their last scheduled workday prior to and the scheduled workday after the holiday to be eligible for holiday pay.

Section 12.3 Holiday Work Assignment

The Employer shall have the right to require Employees to work on holidays. Holiday work will be scheduled on a rotating basis subject to facility needs. Holiday work assignments other than rotation will be filled first on a voluntary basis then by employees with least seniority. When it comes to Christmas and New Years day, it is agreed that if an Employee is required to work on the day, that the Employee would be guaranteed the Eve of said holiday off.

Holidays will be rotated by use of an A/B schedule as follows:

<u>Schedule A</u>	<u>Schedule B</u>
New Years Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

ARTICLE 13 - VACATIONS

Section 13.1 Vacations Schedule

Employees accumulate vacation time on a payroll period basis and are credited for that time on their anniversary. Vacation time is accrued as follows:

1-4 years of service: Up to ten (10) days at the rate 0.0385 hours per regular hour paid.
5-9 years of service: Up to fifteen (15) days at the rate 0.0577 hours per regular hour paid
10 years plus of service: Up to twenty (20) days at the rate 0.0769 hours per regular hour paid.

The vacation year of an eligible Employee is the twelve (12) month period beginning on the first anniversary of his/her date of hire and successive twelve (12) month periods beginning on each subsequent anniversary. Vacation hours can only be carried over from one anniversary year to the next if it is the Employer's fault that the Employee could not use the vacation. Unused vacation will be paid out at the year end.

The Employer agrees to include all regular hours (excluding overtime) paid to an employee when calculating the Employee's vacation pay benefits. Vacation hours do not accrue during leaves of absence and vacation days will be adjusted accordingly.

In the event an Employee should terminate employment she/he will be paid for any credited vacation days only if a two (2) week notice of resignation is given and worked.

Vacation time may not be accumulated from vacation year to vacation year. Requests for vacation time shall be made not less than thirty (30) days in advance of the posting of the work schedule for the period of time in which the vacation is to be taken. The Employer will respond within fourteen (14) days of the request with an approval or denial.

When two (2) or more Employees request the same vacation period and operations do not permit Employees to take vacation at the requested time, preference will be given to the Employee who submits his/her vacation request first. If two (2) or more Employees submit their written request on the same day, preference will be given to the Employee with the most seniority.

Vacation shall not be scheduled from December 21 through January 1 of each year. All Employees must take credited vacation time in increments equal to seven and one-half (7 ½) hours. Vacation time must be credited before it may be taken.

Section 13.2 Longevity Pay

Upon achieving his/her fifth (5), fifteenth (15), twentieth (20), twenty-fifth (25), thirtieth (30) and thirty-fifth (35) anniversary with the Facility, the employee shall receive the equivalent of one (1) regularly scheduled week's pay for each of the stated anniversaries, based upon an average of the current quarter of scheduling, as a one (1) time longevity bonus for achieving these service levels. Waukesha Springs agreed to pick up levels that would have been missed by this new benefit on the next anniversary.

ARTICLE 14 - PREMIUM PAY

Section 14.1 Shift

A shift premium of fifty-five cents (\$.55) per hour shall be paid to all full time and regular part time Employees who work on 2nd shift and a shift premium of fifty five cents (\$.55) per hour shall be paid to all full time and regular part time Employees who work on the night shift.

Section 14.2 Weekends

A weekend differential of fifty-five cents (\$.55) per hour will be paid for weekend work to all full time and regular part time Employees. This weekend differential will be paid for Saturday and Sunday for those Employees working the first and second shifts and for Friday and Saturday for those Employees working the third shift.

Section 14.3 Weekend Bonus

Employees who are scheduled to work every other weekend shall receive a weekend bonus of two dollars (\$2.00) per hour for hours worked on an unscheduled weekend. Such weekend hours to be subject to this bonus must be at the Employer's request or direction, and shall not include weekend reassignments per Article 7.7 hereof; Employees exchanges or hours paid as overtime. In order to be eligible for the weekend bonus, Employees must work their normally scheduled weekend immediately prior to and their normally scheduled weekend after the extra weekend shift.

ARTICLE 15 - INSURANCE

Section 15.1 Loss of Income

The Employer will provide full time Employees a group disability income protection plan with thirteen (13) weeks of benefit paid on the basis of fifty percent (50%) of the Employee's average weekly base wage to begin upon the first (1st) day of a non-job related accident requiring hospitalization or the eighth (8th) consecutive day of illness.

Section 15.2 Group Life

The Employer will provide a group life insurance plan with a face value of Twelve Thousand (\$12,000) dollars during the duration of this Agreement to all Employees who are complying with its provisions.

Section 15.3 Health Insurance

Employees who have completed their probationary period and are regularly scheduled to work thirty (30) or more hours per week are eligible to participate in the

Health insurance plan provided by Waukesha Springs, beginning the first month following the completion of three (3) months of service.

Management reserves the right to select a health care plan different than United Health Care Plan as long as it is substantially equivalent.

Changes in the premium costs of the Health Care Plan will be split 55% Employer and 45% Employee.

ARTICLE 16 - WAGES

Section 16.1 Schedule

(A) The new hire wage schedules of hourly wages in the job classifications covered by this Agreement are:

<u>Job Classification 1</u>	<u>Position(s) within Classification</u>
1	Housekeepers, Laundry Aides, Dietary Aides, Activities Assistants, Maintenance
2	Certified Nursing Assistants, Certified Medication Aides
3	Maintenance II, Cook I

The new hire wage scale is as follows:

Job Class	Positions	Base	6 mos.	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year+
1	Housekeepers, Laundry Aides, Dietary Aides, Activity Aides, Maintenance, Unit Assistants	8.06	8.16	8.30	8.44	8.60	8.76	8.91	9.06
2	Cert. Nursing Asst., Cert. Med Aides	10.33	10.48	10.68	10.88	11.08	11.26	11.46	11.67
3	Maintenance II, Cook 1	9.24	9.34	9.60	9.86	10.12	10.38	10.65	10.91

* CMA's make \$2.00/hour over Class 2 rate when they work as CMA

* CNA's make \$0.25 more when they work as Bath Aide

* New Hires are not brought in higher than the 6 year wage rate.

* New CNA's brought in at the base rate receive .15/hour after six months, all other job classes brought in at the base rate receive .10/hour.

(B) During the term of this Agreement, the above wage scale under Section 17.1 (a) shows the wage rates applicable to each-position classification.

1 These classifications are subject to the provisions set forth on the job descriptions relative to reclassification, revocation, reassignments and elimination at the discretion of the Employer.

2 Restorative Aides will receive an added \$1.00 per hour when they work as Restorative.

(C) Any Employee hired on or before January 1, 2012 will receive a 1% increase in wages, effective the first full pay period in January, 2012.

The employer will retain the right to increase the start rate by any amount up to 1% on January 1, 2012.

A wage reopener is agreed to for June 2012.

Section 16.2 New Hires

Current level of wages of continuing Employees will not be exceeded by new Employees hired with equal geriatric experience.

ARTICLE 17 - RETIREMENT PLAN

The company shall maintain a qualified 401(K) plan not limited to this bargaining unit. The Employer will match Employee Contributions on a dollar for dollar basis up to three percent (3%) of pay set aside for retirement for any Employee with greater than one (1) year of service, 1,000 paid hours and at least 21 years old. All other provisions are stated in the plan document.

ARTICLE 18 - DISCIPLINE

Section 18.1 Just Cause

After completion of the probationary period, no Employee shall be disciplined or discharged except for just cause.

Section 18.2 Disciplinary Procedures

- a. Any employee who is disciplined, suspended, demoted or dismissed shall be given written notice of the reasons for such action. A copy of such notice shall be made a part of the Employee's personnel record. The Union shall receive a copy of all termination notices given to members of the bargaining unit. Any such action taken by the Employer during an Employee's probationary period shall not be subject to the grievance procedure.
- b. The Employer will include a Union Worksite Leader at any investigatory meeting where disciplinary action against the employee may result, if such Union representation is requested by the Employee.
- c.

Step 1:	Verbal Warning
Step 2:	Written Warning
Step 3:	Suspension and/or Final Written Warning
Step 4:	Dismissal

The Employer may, in its discretion, initiate discipline for just cause at any of the above steps based on the severity of the specific infraction.

- d. All disciplinary notices may be subject to the Grievance procedure as outlined in this Agreement.
- e. Should a bargaining unit employee not have union representation during suspension and/or discharge related investigatory conferences, the Employer will provide a copy of the respective discipline record to a union representative as soon as administratively possible.

ARTICLE 19 - GENERAL PROVISIONS

Section 19.1 Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee because of the employee's age, race, creed, color, sex, national origin, political belief, sexual orientation, disability or Union membership.

Section 19.2 Health and Safety

The Employer shall continue to provide for the safety and health of the employees during the hours of their employment and to continue to review unsafe conditions brought to it attention for any corrective action which may be necessary. The Employer and the Union and the Employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health.

If an Employee has substantial reason to believe that his/her assignment poses an imminent threat of serious harm to his/herself, another Employee or resident he/she may immediately bring their concern to the attention of the supervisor. If the matter is not resolved, the Employee may appeal to the department head.

The Employer will incur the full cost of any employment required exams and tests including but not limited to physical examinations, x-rays, drug tests, flu vaccines, criminal background checks and TB tests.

Section 19.3 Wearing Apparel

All regular full time and regular part time Employees will receive a \$30.00 uniform disbursement on their anniversary date.

Section 19.4 Tuition Reimbursement Benefit

Any full time or regular part time Employee taking credit toward an LPN or RN license, or toward a degree in a professional major related to the Employee's job classification, will be eligible for a 50% tuition reimburse for any out-of-pocket cost; up to a maximum of \$5000.00 in total out-of-pocket costs. The eligible Employee shall notify the Administrator 30 days in advance of taking any course and receive an approval prior to registering Reimbursement will be made in three (3) installments. The Employee shall present a grade certification of above a "C" and shall be actively employed at WAUKESHA SPRINGS HEALTH & REHABILITATION CENTER while taking the course. Tuition reimbursement obligations if under \$100.00 shall be paid in one lump sum, upon course completion. The Employee shall be required to sign an Agreement to this affect prior to approval of any course for tuition reimbursement.

Upon completion of license or degree requirements, Employees who have taken advantage of the tuition reimbursement benefit shall be required to continue to work for the Employer for at least one full year. Failure to complete this requirement without

approval from the Employer will result in denial of earned and or accrued benefits at time of termination and the Employee shall be required to reimburse the Employer the full amount of the tuition initially paid by the Employer.

Section 19.5 Supervisory Work

Supervisors shall be defined as working supervisors. When not occupied with their supervisory duties, supervisors shall not be restricted from performing bargaining unit work. However, such work by supervisors shall not result in the layoff of present employees in the bargaining unit.

Section 19.6 Facility Communication Committee

In the interest of maintaining channels of communication, the Employer and Union shall meet at either party's request as may be necessary but in no event more than on a monthly basis. No more than three (3) representatives from management and three (3) representatives of the Union shall participate unless the parties agree otherwise. Such meetings shall be held at mutually agreeable times. If such meeting is held during the Employee's scheduled shift they shall be paid. If not scheduled during their scheduled shift they shall not be paid. Such meetings shall be used to constructively address and discuss issues of concern to the parties. Each party shall submit items for the agenda at least three (3) days in advance of the meeting. Minutes of such meetings may be communicated to the bargaining unit. Such meetings shall not result in changes to the collective bargaining agreement. These meeting shall not be subject to the grievance and/or arbitration procedures.

Section 19.7 Conduct

The Union and the Employer agree to maintain a working environment free from offensive or degrading remarks or conduct. Such behavior is defined is inappropriate remarks about conduct related to employee's race, color, creed, religion, national origin, sex, criminal record, martial status, disability, sexual orientation, or age. Offensive behavior prohibited by this policy also includes requests to engage in illegal, immoral, or unethical conduct or retaliation against a person who makes a complaint.

One specific kind of offensive behavior is sexual harassment. Sexual harassment, which can consist of a wide range of unwanted sexually directed behavior, is defined as: Unwelcome sexual advances, request for sexual favors, and other verbal or physical contact when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
3. Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating and intimidating, hostile, or offensive work environment.

Any person who feels he or she is being subjected to any type of offensive behavior should feel free to object to the behavior and should also report the behavior to his/her supervisor, the administrator, or the director of nursing.

Any supervisor/employee who receives an offensive behavior complaint or who has reason to believe offensive behavior is occurring shall report these concerns to the administrator or Director of Nursing.

All allegations of offensive behavior will be investigated promptly, fairly, and completely. The facts shall determine the response to each complaint. Depending on the seriousness of the violation, remedial action may range from an apology, counseling, transfer, and verbal or written warning, discharge warning, or termination.

ARTICLE 20 - MUTUAL COOPERATION

Both parties agree to cooperate to resolve concerns in a mutually respectful and courteous manner to achieve a more efficient, high quality and safe environment that is free from both physical and verbal abuse of any sort.

ARTICLE 21 - FUNERAL LEAVE

In the case of the death of a full time or a part time Employee's father, mother, sister, brother, spouse, domestic partner, step-parent, child, father-in-law, mother-in-law, foster parent, foster child, grandparent, or grandchild, and Employee will be granted not more than four (4) consecutive calendar days of Funeral Leave. Funeral Pay will be computed on the basis of days scheduled for work during those four (4) consecutive calendar days off to a maximum of three (3) days of compensation. Funeral Leave days shall be paid on the basis of hours scheduled for all full time and part time Employees. Upon approval of the Administrator, an Employee may be granted an unpaid emergency leave if four (4) days off are not adequate.

ARTICLE 22 - SICK LEAVE

All full-time and part-time, nonprobationary employees will receive three (3) sick days for a calendar year. Sick leave will accrue at the rate of .0115 hours per pay period. Sick days may be carried over from year to year. In the event that an employee shall terminate his/her employment, he/she will be paid for any unused sick days only if a two (2) week notice of resignation is given and worked.

ARTICLE 23 - PERSONNEL FILES

Consistent with Section 103.13 of the Wisconsin Statutes, upon written request and with seven days advance notice, Employees may review those items in their personnel file not excluded from review by statute. Employees may write a statement to attach to any disputed part of their file. Such review shall only occur in the presence of a member of management and during non working time. An Employee may obtain a copy of any items reviewed from their personnel file. The Employee shall at a reasonable cost reimburse the Company for any costs for photocopying.

ARTICLE 24 - JOB DESCRIPTION

Upon request each employee shall be provided with a copy of the job description for their position. In the event that job descriptions are prepared or modified by management, employee input will be considered. New job descriptions will be distributed to all Employees, who will sign a receipt, and a copy will be sent to the Union.

ARTICLE 25 - JURY DUTY

All Employees who have completed their probationary period and who are called to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty up to two (2) calendar weeks, which shall not include "on-call" jury time when Employees are able to be at work.

ARTICLE 26 - SEVERABILITY

In the event any provision of this Agreement or application thereof is held invalid or illegal by any state or federal court or administrative body of last report having appropriate jurisdiction, the remainder of the Agreement and the application of the remaining provisions shall remain in full force and effect.

ARTICLE 27 - TERM OF AGREEMENT

This agreement constitutes the entire collective bargaining agreement between the parties as pertains to wages, hours and conditions of employment. It is the intention of the parties that this Agreement settles and determines for the term of this Agreement all matters constituting the proper subject of collective bargaining between them.

It is the intent of the parties that the provisions of this agreement will supersede all prior agreements and understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration or otherwise.

This Agreement shall become effective June 1, 2011 and shall continue in full force and effect until and including May 31, 2013 and thereafter shall be automatically renewed from year to year unless either party serves notice on the other not less than ninety (90) days prior to the 1st of June, 2013 or any subsequent expiration date thereafter specifying a desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, this agreement has been entered into this _____ day of _____, 2012.

SERVICE EMPLOYEES
INTERNATIONAL UNION
HEALTHCARE WISCONSIN,
UNITED FOR QUALITY CARE

WAUKESHA SPRINGS HEALTH &
REHABILITATION CENTER

Dian Palmer, President

Administrator, Waukesha Springs

Bonita Strauss, Project Director

Legacy Senior Services

Carol Adam, Committee Member

Theresa Giles, Committee Member

Tamara Giles, Committee Member

MEMORANDUM OF UNDERSTANDING

ATTENDANCE POLICY

Legacy Senior Services, d/b/a Waukesha Springs Health and Rehabilitation Center and Service Employees International Union Healthcare Wisconsin United for Quality Care, CTW, CLC, agree as follows:

1. The current attendance policy will be amended to reflect that any individual that goes 90 or more days with no absences will have the most current attendance discipline removed from their record.
2. The same practice will be applied for tardies, where an individual who goes 90 or more days with no tardies will have the most current tardy discipline removed from their record.

This Memorandum of Understanding will go into effect as of May 1, 2009.