

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEIU HEALTHCARE WISCONSIN

AND

**KINDRED TRANSITIONAL CARE AND
REHABILITATION - EASTVIEW**



Wisconsin

***SEIU*Healthcare®**

United for Quality Care

JANUARY 1, 2014 THROUGH DECEMBER 31, 2015

**Contract between SEIU Healthcare Wisconsin and Kindred Transitional Care and
Rehabilitation – Eastview**

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WITNESSETH:

THAT WHEREAS it is the intent and purpose of Kindred and the Union to promote orderly and peaceful relations between them, to keep open communications, to achieve uninterrupted operations of the facility, to provide a procedure for the prompt and equitable adjustment of grievances arising hereunder and to achieve the highest level of employee performance consistent with safety, good health, sustained effort and quality resident care.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree mutually as follows:

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive representative for collective bargaining, with respect to wages, hours and working conditions, of the employees in the bargaining unit of its KTCR Eastview facility, as hereinafter defined.

ARTICLE 2 - BARGAINING UNIT

2.1 Bargaining Unit Defined. The bargaining unit is defined as follows:

All regular full-time, regular part-time and per diem employees as listed in the wage scales contained herein, but excluding RN's, LPN's, supervisors, office clerical and confidential employees, guards and managers as defined by the National Labor Relations Act.

2.2 Job Classifications. This Agreement shall not be interpreted to prevent the creation of new job classifications or changes in existing job classifications in accordance with the needs of the facility. The Employer has the right to abolish a job classification or position; however, the

Employer shall provide the Union with thirty (30) days' advance written notice and, upon request, meet with the Union to discuss it.

2.3 Employee Defined. The words "employee" and "employees" as used in this Agreement shall refer to only those employees who work within the bargaining unit as described in Section 2.1 of this Agreement.

ARTICLE 3 - UNION SECURITY

3.1 Maintaining Union Membership in Good Standing. All employees covered by this Agreement who are members of the Union on the effective date of this Agreement must maintain membership in good standing in the Union subject to the limitations of any state or federal law as a condition of employment. Good standing shall include an employee making timely payments of monthly dues, fees and assessments in amounts determined by the Union.

3.2 Employment Conditional On Union Membership In Good Standing. All present employees who are not members in good standing of the Union on the effective date of this Agreement and all employees who are hired thereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

3.3 Consequences of Failure to Be A Union Member in Good Standing. Not later than fifteen (15) calendar days following written notification to the Employer from the Union that an employee has failed to maintain membership in the Union in good standing, the Employer will terminate the employment of said employee. It is the Union's responsibility to notify the

employee, in writing, with a copy to the Employer, of her/his obligation under the provisions of this Article and of the intentions of the Union. Upon notice from the Union to the employee, the employee shall be given a minimum of five (5) business days to tender payment to the Union.

3.4 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

ARTICLE 4 - DUES CHECK OFF

4.1 Authorized Dues Deductions. Upon receipt of an executed authorization form from an employee, the Employer will deduct from the pay of the employee in the bargaining unit the regular monthly dues and initiation fee of the employee. All monies deducted by the Employer shall be paid to the Union, at such place and to such person designated on the employee authorization form; provided that only one (1) person and place is so designated in all said authorization forms. On a monthly basis, the Employer agrees to furnish the Union in electronic spreadsheet format for all bargaining unit members the name of the employee, employee number, home address, date of hire, seniority date, pay rate, the amounts of any deductions for monthly dues, initiation fee, and COPE and any other information agreed upon.

4.2 No Duty To Obtain Forms. The Employer shall have no obligation to obtain the before mentioned authorization forms.

4.3 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that

shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

ARTICLE 5 - NO DISCRIMINATION

Neither the Employer nor the Union will discriminate, harass or retaliate against any employee on the basis of race, color, religion, sex, age, political belief, disability, national origin, marital status, veteran status, sexual orientation or membership in the Union in regard to hiring, firing, promotion, or any other term or condition of employment.

ARTICLE 6 – UNION ACTIVITIES

6.1 Bargaining Committee. The employees of the Employer shall have the right to be represented by a bargaining committee who shall be made up of employees of the Employer and who may be selected in any manner determined by the Union.

6.2 Leaving Work Station for Union Duties. Members of the bargaining committee and Work Site Leaders shall request, and receive permission, from their Supervisor at the time they desire to leave their work station for the purpose of performing their duties as Union representatives under this contract. This permission shall not be denied unreasonably.

6.3 Time Allowed For Union Duties. A Work Site Leader shall be allowed thirty (30) minutes once a week to conduct Union affairs on the premises of the Employer; provided, however, said Work Site Leader shall not interfere with the work being carried out by the employees or the operation of the Home.

6.4 Exchange of Lists. The Union agrees to provide the Administrator with an up-to-date written list of the bargaining committee members, Work Site Leaders, and Union Representatives assigned to service the facility. The Employer agrees to provide the Union with an up-to-date list of authorized supervisors for each shift and department. The Facility will endeavor to contact timely, the designated Union Representative for the purposes of notifying the representative of a change in the Facility's Administrator.

6.5 New Employee Orientation. A designated Representative of the Union will be allowed a thirty (30) minute time slot at orientation to brief employees about the Union.

6.6 Attendance at Union Conventions. The Employer shall allow employees to attend Union conventions whether conducted by the Local, State or International Union. However, the following provisions shall apply:

- (a) If three (3) or more representatives are from two (2) departments, their attendance approval is contingent on whether scheduling will allow.
- (b) Each designee must give at least three (3) weeks advance written notice to the appropriate supervisor and, in nursing units, prior to the posting of the work schedule.
- (c) Time off for this purpose shall be considered as time worked for the purpose of seniority only.

6.7 Attendance at Local Union Meetings. Employees assigned to any shift may be granted time off provided their respective supervisors have been given seven (7) calendar days written advance notice or, in nursing service, prior to posting of the work schedule.

6.8 Staffing Is Primary Consideration in Determining Union Leaves. It is also agreed that the need for appropriate staffing shall remain the primary consideration in determining whether such employees may attend conventions, meetings or education classes.

6.9 Union Leave. A leave of absence not to exceed ninety (90) days may be granted to an employee in order to accept a full-time position with the Union. The employee shall not lose or accrue seniority during this period. An employee returning before or within thirty (30) days shall return to her/his former unit and position. After thirty (30) but within ninety (90) days, the employee shall return to a comparable position if available. This right may be exercised only once in a twelve (12) month period.

6.10 Union Visits to Facility. A representative of the Union has a right to visit the Nursing Center to consult with Union members and to insure that this contract is being observed, provided that s/he does not interfere with the normal conduct of work. The representative will report to the Administrator or Acting Administrator upon entering the Nursing Center.

6.11 Union Bulletin Board. Bulletin board space will be provided by the Employer which may be used by the Union in posting notices of the following types: notices of recreational, social and educational events; notices of elections; notices of results of elections; notices of meetings. All notices must be approved and signed by the Administrator prior to being posted. Such requests will not be denied unreasonably.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Time Deadline for Presenting A Grievance. A grievance within the meaning of this Agreement is a claim by an employee that the Employer has violated an express provision of this Agreement. To be considered, any grievance must be presented to the Employer within ten (10) calendar days after the employee knew or should have known of the alleged violation.

7.2 Settlement and Mandatory Time Limits. 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 are intended to be mandatory. Any failure by an employee, the Employer or the Union to abide by the time limits specified shall result in the grievance being considered settled against the party who failed to meet the deadline or deadlines set forth herein.

7.3 Grievance Procedure. All grievances shall be handled and adjusted in the following manner:

STEP 1. The grieving employee and/or a Work Site Leader shall present the grievance orally to the employee's immediate supervisor; Department Head or Administrator, within ten (10) calendar days after the grievant knew or should have known of the alleged violation. The Employer shall answer the grievance in writing within ten (10) calendar days. The Parties shall attempt to informally resolve the issue.

STEP 2. If the grievance is not settled in Step 1, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented to Step 2. The grievance shall be reduced to writing, signed by the grievant and/or Union delegate and presented to

the Employer's Administrator, Executive Director, or designee, who shall give an answer in writing within ten (10) calendar days. The parties agree to attempt again to resolve the grievance. If there is a failure to resolve at this Step, either party may file a written notice of arbitration within fourteen (14) calendar days of the date of the employer's written answer.

- 7.4 Grievance Format. Only one subject matter shall be covered in any grievance. A grievance shall contain a clear and concise statement of the grievance indicating the issue involved, the relief sought, the date of the incident/violation and, whenever possible, the provision of the contract alleged to be violated.
- 7.5 Selection of Arbitrators. Within fourteen (14) calendar days of the receipt of such arbitration notice, the Union and the Employer, or their representatives, shall request the Wisconsin Employment Relations Commission to appoint an impartial panel of five (5) arbitrators by and from its staff. The Employer and Union shall strike names from the panel until a final arbitrator remains, who shall be assigned to preside over the arbitration proceeding.
- 7.6 Arbitrator's Authority. The jurisdiction and authority of the arbitrator shall be confined to the interpretation of the provisions of this Agreement. The arbitrator shall not have the power to add to, subtract from, ignore or modify any provisions of this Agreement. The award of the arbitrator shall be final and binding upon the parties to this Agreement.
- 7.7 Arbitration Cost. The cost of arbitration shall be shared equally by the Union and the Employer. It is further agreed that if one of the parties desires a copy of the transcript of the arbitration proceedings, the requesting party shall bear full cost of said copy.

- 7.8 Single Grievance Arbitration. Only one grievance shall be submitted to an arbitrator in any one arbitration proceeding, provided, however, that the parties may, by mutual consent, submit more than one related grievance to the same arbitrator in the same arbitration proceeding.
- 7.9 Extensions. The Employer shall consider the Union's internal decision making process in granting extensions.
- 7.10 Employee Meeting with Work Site Leader. It is understood that an employee has an absolute right to meet with a Work Site Leader when that employee believes s/he may have a grievance or if any member of Management is asking questions that may result in discipline. However, it is likewise agreed that such meeting time shall be of reasonable length and will not interfere with the assigned duties of the Work Site Leader as determined by the Employer.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

- 8.1 Prohibited Union Activity. During the term of this Agreement, the Union and all employees in the bargaining unit represented by the Union, individually and collectively, will not encourage, cause, permit, condone or take part in any strike, picketing, sympathy strike, shutdown, sit-down, stay-ins, slowdown or other curtailment of work or interference with operations in or about the Employer's facility, premises, or equipment.
- 8.2 Consequences of Violation. The parties recognize the right of the Employer to take disciplinary action, including discharge, against any employees who participate in a violation of this Article, whether such action is taken against all the participants or against only certain participants, and such action of the Employer in discharging or otherwise disciplining such employees shall not be considered a grievance or be subject to review through the grievance procedure. It is understood and

agreed by the parties that an employee does have the right to file a grievance on the issue of whether s/he did in fact violate the provisions of this Article.

8.3 Prohibited Employer Activity. The Employer will not engage in any lockout during the term of this Agreement.

ARTICLE 9 - METHOD OF WAGE PAYMENT

9.1 Pay Day. Payment of wages due shall be made every other Friday.

9.2 Meal Period. Employees working six (6) hours or more are to be allowed one-half (1/2) hour for meals without interruption. The time may be staggered by the Employer.

9.3 Seven (7) Minute Rule. All employees shall punch the time clock no earlier than seven (7) minutes before and no later than seven (7) minutes after their shift start time, shift finish time and any interim punches for meals or other purposes. Note - the seven (7) minute rule will apply only once during the lunch period. Employees who clock in **more** than seven (7) minutes late shall not have such tardiness count as an occurrence under the Absentee and Tardiness Policy when such tardiness is related to severe weather conditions.

9.2.1 The Work Week. Eight (8) hours per day and forty (40) hours per week shall constitute the work week, except as provided below. Seniority shall prevail in providing forty (40) hours of work. All work in excess of eight (8) hours per day and/or eighty (80) hours per pay period shall be paid at the rate of one and one-half times the regular rate. All employees who were scheduled and paid for eight (8) hours a day prior to January 1, 2012, shall remain at eight hours and forty (40) hours subject to all existing rights in the current union contract.

9.3 Rest Periods. All employees shall be granted a rest period of fifteen (15) minutes during each four (4) hour period of work without deduction in pay, but not during the first or last one-half (1/2) hour of the shift.

9.4 Overtime. All employees shall work only standard hours except in emergency where overtime is needed; this shall be done under the discretion of the Department Head or Employer.

ARTICLE 10 – EMPLOYMENT

10.1 Right to Employ Best Employees. The Employer may employ the person or persons who, in its opinion, shall make the best employees. The Employer shall be the judge of the fitness of any applicant and of determining who shall make the best employee.

10.2 Probationary Period. Employees shall have a probationary period of ninety (90) days.

10.3 Grand-parenting Rights. Any employee hired prior to March 1, 1998 shall be considered a “current” employee under the terms and conditions of this Agreement and any grand-parenting rights.

10.4 Compliance with Rules, Regulations and Handbook. Employees shall be required to comply with rules as prescribed by state and city agencies governing the regulations of nursing homes as well as the rules prescribed by the Employer. Each employee shall be given a copy of the Employee Handbook and shall be expected to comply with the Handbook provisions to the extent they do not conflict with this Agreement.

10.5 Job Assignments Must Be Followed. Employees within each classification shall follow procedures set down by the Employer in what their duties are, how and where they will be performed and when they will be performed. If an employee is needed in another job other than their regular work to

make up for missing personnel, they shall perform such work and receive the higher of the two rates.

10.6 Staffing. The Employer shall endeavor to provide adequate staffing to preclude the necessity of employees being required to regularly work overtime.

10.7 Days On and Off. The Employer shall endeavor, wherever and whenever possible, to schedule the employee's work week so that each employee shall work five (5) consecutive days and distribute weekends off evenly.

10.8 Changing a Posted Schedule. If the Employer changes a posted schedule, it will give at least five (5) days advance notice of the change with written notification to the employee, except in emergency or for low census reasons (as outlined in Article 33.1). The Employer must approve of any changes in the posted schedule. Weekend incentives will only be paid for changes within the 5-day period.

ARTICLE 11 - JURY DUTY

After completion of 90 days of continuous employment, regular full-time employees shall receive pay equal to the difference between their regular base rate of pay, for all scheduled hours of work that are lost due to jury service, and the pay received for jury service. Payment will be limited to eight hours per day and 40 hours per work week. Paid jury days shall be limited to 15 in every 12 month work period. Appropriate documentation must be presented by the employee, and an employee must report to work if jury duty does not require their full time attendance.

ARTICLE 12 – SENIORITY

12.1 Seniority Defined. Bargaining unit "seniority" as used in this Agreement shall mean the length of continuous service with the Employer at its facility

covered by this Agreement. Bargaining unit seniority shall be determined by the employee's last date of hire. Bargaining unit seniority will not be affected by the status of the employee.

12.2 Probationary Period. Any employee hired shall have a probationary period consistent with Section 10.2.

12.3. Retention During Probationary Period. During such probationary periods an employee's retention shall be entirely within the discretion of the Employer and not subject to review by the grievance procedure.
Cessation of Seniority: Seniority shall cease upon the following:

- a. if the employee quits
- b. if the employee is discharged for just cause
- c. if the employee retires
- d. if the employee is absent according to Article 18, Section 1, consideration will be given for extenuating circumstances
- e. if an employee on layoff fails to report within three (3) working days after being notified to report
- f. if an employee on LOA fails to report at the expiration of such leave of absence
- g. If the employee is laid off for a period of one (1) year or the length of seniority at time of layoff, whichever is less.

12.4 Seniority Lists. The Employer will make seniority lists available for inspection by the Union at reasonable times. The Employer will furnish the Union with, no more than quarterly, seniority lists of all bargaining unit personnel. The lists will include names, addresses, phone numbers, departments and dates of hire by electronic email. Each month the Employer will send an updated list of the employees who have been hired or terminated in the previous month by electronic email. The Union

Coordinator shall be able, on no more than a quarterly basis, to inspect at reasonable times, a copy of these lists.

12.5 Changes in Employee Contact Information. Each employee is required to notify the Employer and the Union as to changes of their mailing address, home phone number, etc. In the event of layoff, any employee who fails to comply with the provisions of this Section shall forfeit her/his recall rights. Notice of recall from layoff shall be sent by certified letter to the employee's last known mailing address.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 Management Rights Retained. It is mutually agreeable that it is the duty and the right of the Employer to manage the facility and direct its workforce. This includes, but is not limited to, the right to assign work, to change work assignments, duties and work areas or units, hire, transfer, promote, lay-off, reduce hours, set and change schedules, and shift start and end times, set work hours, determine the methods, procedures, materials and operations, enforce reasonable work rules, and discipline, suspend, suspend or discharge employees for just cause, subject to the conditions set forth below.

13.2 Rights Not All-Inclusive. The foregoing statement of rights of management and of the Employer are not all-inclusive and shall not be construed in any way to exclude other Employer functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

ARTICLE 14 - GENERAL PROVISIONS

14.1 Laws Govern. There is no intent by either party to transgress any federal, state or local laws of any nature whatsoever, and no provisions herein

shall be executed if found to be a transgression of said laws. However, the remaining clauses shall remain in full force and effect.

14.2 Mutual Cooperation. The Employer and employees agree to collectively work toward efficient, courteous and safe service to the facility. They will cooperate with each other in advancing the welfare of the facility and proper service to patients at all times.

14.3 Personnel File Inspection. Employees have the right to inspect their personnel file at reasonable times and to obtain copies of items within the file, at their own reasonable expense. Union representatives shall have the right to inspect personnel files when relevant to the administration of this Agreement.

14.4 Job Descriptions. The Employer will maintain job descriptions for each classification covered under this Agreement. Upon request of an employee, copies of his/her job description will be made available. Once per year, the Union shall receive a copy of all job descriptions. Any changes to job descriptions will be shared and discussed with the Union and the Union Coordinator, prior to the implementation of such changes.

14.5 Cooperation, Respect and Professionalism. The Employer, Union and employees agree to cooperate with one another in an effort to ensure efficient operations, to serve the needs of the residents and the community and meet the highest standards in such service. The parties agree to act at all times and in such a manner as to assure proper dignity and mutual respect. The Employer, Union and employees agree to act at all times in such a manner as to maintain and encourage the professional character and standing of all employees in the bargaining unit.

14.6 Notice of Policy Changes. The Union shall be notified of any changes in policy affecting bargaining unit personnel at least fifteen (15) days prior to

implementation of such changes, excluding Saturdays, Sundays and holidays.

14.7 Work Week. A new work week for purposes of this Agreement shall remain in place at the time this contract is ratified. Any changes during the term of this Agreement shall be discussed and approved by the Union.

14.8 Orientation. Orientation shall be a function of management.

14.9 Work Schedule Posting. Work schedules will be posted ten (10) days in advance of the beginning of each payroll period.

14.10 Personal Vehicle Transport. Employees will not be required to transport residents to or from the facility in their own vehicles.

14.11 Leaving Facility After Working at Least Half Shift. Employees who leave the facility after working at least half of their shift will have it treated by the attendance policy as a tardy rather than an absence.

14.12 In-Services. In-service education will be provided by management.

14.13 Individual Contracts. It is agreed that the Employer and employees in the described bargaining unit will not be permitted to enter into any individual agreement or contracts among themselves, individually or collectively, unless sanctioned by the Union.

14.14 Weekend Designation. The Weekend Designation for NOC Shift shall be Friday NOC/Saturday NOC.

ARTICLE 15 - PROMOTIONS, TRANSFERS, DEMOTIONS AND JOB
POSTINGS

- 15.1 Promotion to a Higher Classification. An employee promoted into a higher classification will be placed on the scale step of the new classification that gives the employee a raise. An employee promoted into a higher classification will have a thirty (30) day trial period on the new job. If, in the opinion of either the Employer or the employee, s/he is not successful in the new job, s/he will be returned to her/his former position with her/his former seniority benefits and wages.
- 15.2 Transfer/Promotion Pay and Seniority. An employee who is transferred or promoted into another classification will not lose any seniority, benefits or pay because of the transfer. The employee's seniority date shall be the last hire date for purposes of layoff or rehiring. But in choice of scheduling vacation, holidays and priority for additional hours of work as decided and made available by management up to a regular full-time schedule, the employee's seniority priority shall be the date of starting in the new classification. Employees who change shifts within the same classification shall have their seniority retained to their original start date within the classification.
- 15.3 Transfers/Demotions to a Lower Classification. If an employee requests a demotion or transfer to a lower classification and receives the new position, s/he will be placed in the tenure step in the new classification based upon her/his seniority in her/his former classification. The employee will retain all previously accrued seniority and fringe benefits.
- 15.4 Posting Job Openings. Job openings will be posted for seven (7) calendar days to exclude Saturdays, Sundays and holidays. This clause shall not be construed to prevent the Employer from filling openings with outside applicants after the seven (7) day calendar period.

15.5 Contents of Postings. Each job posting will contain a brief job description, hours per pay period, shift and space to sign up for the positions. Each posting will outline only one job posting.

15.6 Filling Job Openings. Present employees who are qualified shall be permitted to bid on job openings. Seniority, ability, qualifications, and relevant personnel files shall be considered by the Employer. Where all else is equal, seniority shall prevail. If during the trial period, either the Employer or the employee determines the employee is not capable of performing the new job, the employee will be returned to his/her previous job. Trial period in a new position shall be thirty (30) calendar days unless the Employer, employee and the Union mutually agree to an extension.

15.7 Copies of Postings. The Union Coordinator will, upon request, be provided a copy of all job postings, within a reasonable period of time, not to exceed three (3) days.

ARTICLE 16 - WAGE SCALE

16.1 Wage Scale Incorporated. The Employer, Union and employees agree to abide by the wage scale as set forth in Exhibit "A" attached hereto.

16.2 Job Classifications. All job classifications shall be in accordance with the policies of the Employer.

ARTICLE 17 - DISCHARGE AND DISCIPLINE

17.1 Discharges/Suspensions for Just Cause. The Employer may discharge or suspend an employee for just cause, but in respect to discharge shall give notice of the allegation against such employee, except that no notice need be given to an employee if the cause of such discharge is dishonesty, physical altercation on facility property, use of alcohol beverages on duty

or reporting for duty under the influence of alcohol or drugs (including the unauthorized use of prescription drugs), theft, recklessness resulting in an accident to a patient, abuse of a patient (verbal or physical), patient neglect, bringing a firearm in to the facility, insubordination, sleeping on the job, leaving patients unattended, a second no call, no show, or violation of state or federal laws regarding patient care. If requested, a Work Site Leader will be called in when an employee meeting may result in disciplinary action up to and including discharge.

In the issue of patient abuse, only the Administrator or the Director of Nurses of the respective facility will conduct the investigation and render a decision.

No Call/No Show- All contracts will reflect the following:

1 st offense	1 day suspension
2 nd offense	termination

Consideration will be given for extenuating circumstances.

17.2 Use of Prior Disciplinary Actions. When an employee has worked twelve (12) consecutive months without receiving a formal documented discipline action notice, such notice or prior notices shall not be used in any further disciplinary action, evaluation, suspension, discharge or as the Employer's defense in an arbitration. When employee works thirty-six (36) months without receiving a formal documented discipline action notice regarding resident care, such notice or prior notices shall not be used in any further disciplinary action, evaluation, suspension, discharge or as the Employer's defense in arbitration.

17.3 Time Limits for Providing Disciplinary Notices. All disciplinary notices shall be given within five (5) business days from when the department head (in the department in which the employee works) learned of the infraction. When it is a discipline or discharge on attendance (tardiness or absenteeism) notice shall be given within five (5) business days from the

date of the infraction, unless the parties mutually agree to extend that time frame. If notices are not given within this time frame, they shall be dismissed. Business days shall exclude Saturdays, Sundays and holidays. Extensions may be mutually agreed upon in five (5) business day increments with a maximum of fifteen (15) business days.

17.4 Administrative Suspension. The Employer will place any employee who is the subject of a serious allegation which necessitates an investigation on an unpaid administrative suspension pending the investigation. The Employee will be expected to cooperate in the investigation. This is not a disciplinary suspension. If the serious allegation is not substantiated, the employee will be returned to work and paid back pay.

17.5 Resident Care-Related Disciplines/Terminations. Notwithstanding anything else in the Agreement, in cases of discipline or discharge relating to resident care, the arbitrator's determination shall be limited solely to ascertaining whether or not the employee was in fact guilty of the acts with which charged by the Employer. The Arbitrator, finding such guilt to exist shall not have the authority to substitute his judgment for that of management as to the penalty imposed.

17.6 Resident Not Appearing as Witness. In cases alleging resident abuse or resident abuse or resident neglect, the Arbitrator will draw no inference of any kind whatsoever from the failure or inability of a resident to appear and testify.

17.7 Barring Crimes Policy. The Employer will apply its Barring Crimes policy to bargaining unit employees. The Employer will return employees to duty if they have been cleared of a barring offense.

17.8 Duty to Remain Licensed. It is the employee's duty to remain properly licensed. Employees may not work without being properly licensed. Employees without proper licensure will be removed from the schedule and not be allowed to return to work without obtaining the proper licensure.

ARTICLE 18 - LEAVE OF ABSENCE

18.1 Writing Required. Requests for leaves of absence needed for recuperation of personal illness, including maternity, disability, or any other reason shall be in writing. A grant of leave shall be in writing.

18.2 Leave Entitlement. Any eligible employee shall be entitled to a leave of absence consistent with the employee handbook or as provided for herein.

18.3 Other Reasons for Leave Considered. Leave of absence for reasons other than provided for herein or in the employee handbook shall be considered. Such other leaves granted are not precedent setting.

18.4 Accrued Rights, Holiday Pay and Benefits During Leave.

A. By reason of such leave of absence under this Article an employee exercising a leave shall not forfeit any accrued rights under this Agreement, but, likewise shall not accrue any rights during such a leave.

B. Employees on leaves of absence shall not receive holiday pay for holidays falling during the leave.

C. During an authorized leave of absence no benefits shall accrue.

18.5 Group Insurance During Leave. Employees on leaves of absence may continue their group insurance by paying the full premium, subject to the provision of the insurance carrier contract.

18.6 Reason For Leave No Longer Existing. If the reason for any leave of absence granted by the Employer no longer exists, then the employee

shall immediately notify the Employer; and if requested by the Employer, return to work within seventy-two (72) hours.

18.7 Leave Rights re Sick, Vacation and Seniority. Authorized leave of absence for any purpose shall not affect previously accumulated sick leave or vacation tenure. However, seniority shall accrue for up to fourteen (14) weeks for employees on injured-on-the-job leaves of absence.

18.8 Time Deadline for Leave Extension Requests. Extension of a leave shall be requested within ten (10) days of the expiration of the current leave or extension.

18.9 Family and Medical Leave (FMLA). The Employer will abide by the Family Medical Leave Act or provision of this contract, whichever is greater. For FMLA, the employee must complete twelve (12) months of continuous employment and 1,250 hours in a rolling twelve (12) month period to be eligible for up to twelve (12) weeks of leave per year.

18.10 Personal Leave (PLA). Employees may request and be granted a Personal Leave of Absence (PLA) in accordance with the policy set out in the employee handbook. Generally, PLA's are intended for employees who have completed their probationary period and work less than 1,250 hours during the preceding twelve month period.

18.11 Work While on FMLA or PLA. Employees on approved leave under the FMLA or PLA policy may, with prior approval from their supervisor or manager, work while on leave. Such approval will not be denied unreasonably.

18.12 Military Leave. Military Duty and Training leaves shall be available to employees completing their probationary period, regardless of status.

ARTICLE 19 - MATERNITY LEAVE

Maternity and child birth shall be treated by the Employer the same as any other cause of disability. A pregnant employee shall notify the Employer of any restrictions placed on her by her physician.

ARTICLE 20 - BEREAVEMENT LEAVE

20.1 Eligibility. An employee who has completed their probationary period, and who works regularly 30 hours, per week shall be provided a period of paid time away from work, to bereave the death of a family member.

20.2 Pay. Bereavement benefits shall be paid at the employee's regular base hourly rate and shall not exceed three regularly scheduled work days.

20.3 Family Member Defined. For purposes of this policy, family member shall include parents, grandchildren, step-parent, step-children, siblings, spouse, child, in-laws (including but not limited to brother, sister, mother and father) and grand-parents, domestic partners, domestic partner's family and ex-spouses/partners in cases where there are minor children only.

20.4 Additional Time Off. If extended travel time or additional time is required, use of vacation or personal leave of absence may be granted.

ARTICLE 21 – PAID TIME OFF (“PTO”)

21.1 PTO Accrual Schedule. An eligible employee will accrue PTO according to the following schedule:

Years of Service	PTO Days Received
1	14
2	15

3	15
4	16
5	20
6	20
7	20
8	20
9	20
10	25
11	25
12	25
13	25
14	25
15	25
16	25

21.2 PTO Benefit Calculations. The PTO benefit is calculated by applying the hourly accrual rate against all hours worked, up to the calendar quarter maximum, and an annual of 2080 hours. PTO will not accrue during unpaid time unless required by law.

21.3 PTO Cash Out. PTO hours will become vested and available at the end of each calendar quarter. Employees may elect to cash PTO at 75%, on an annual basis, at the time selected by the Employer pursuant to its policies and procedures. If the employee does not elect cash out, all vested and unused PTO will be rolled over for the following year.

21.4 PTO Accrual Limits. Employees may have a total combined accrued and vested PTO balance of no more than 240 hours for the year 2012. The cap will go to 160 hours effective January 1, 2013, for the year 2013. PTO will cease accruing upon reaching these maximum vested hours, until PTO is utilized, after which PTO will accrue again up to the maximum.

21.5 PTO Use and Request Deadlines. PTO is to be used for illness and other personal reasons. Except for absences due to illness or emergency, PTO must be scheduled in advance. PTO shall be scheduled on a seniority basis in each classification.

A. PTO requests for four (4) or more consecutive days will be submitted by the first (1st) of the month prior to the month of the requested PTO (example: a PTO request for March would be submitted by the first day of February). The Employer will respond with approval/denial in writing within 14 calendar days. If the employer fails to respond, the PTO times requested will be considered approved.

B. PTO requests for three (3) days or less will be submitted at least fourteen (14) calendar days in advance of the requested PTO. The Employer will respond with approval/denial within seven (7) calendar days. If the Employer fails to respond, the PTO time requested will be considered approved.

21.6 PTO Pay. Compensation shall be paid for the first day of illness to any employee. PTO may be used in two (2) hour increments.

21.7 Notification of Need for PTO and Return. Except in cases of verifiable emergency, in order to be paid PTO, the following shall pertain: Employees who are prevented by sickness from reporting to work must notify their supervisor two (2) hours in advance, if possible and a minimum of one (1) hour before the shift begins. If the sickness continues, the employee shall call in daily to keep the supervisor informed. If the sickness exceeds fourteen (14) days, the Employer may require at least one week's notice of return to work.

21.8 Physician Verification. After three (3) days of illness, the employee may be required to provide written proof of illness from a physician and shall

provide such proof of illness thereafter as the Employer may require. Falsification of proof of illness is dishonesty. When there is indication of abuse of PTO for less than three (3) days, the employee may be required to furnish proof of illness.

21.9 Truth Required. Any employee who obtains PTO by fraud, deceit, or falsified physician's statements shall be subject to immediate discharge or the loss of all accumulated PTO, whichever penalty in the discretion of the Employer is warranted by the case.

21.10 Change to Per Diem Status. Employees who change status from full-time to per-diem will no longer be eligible for PTO accrual. The employee's PTO balance will be "frozen" and not available for use until the employee changes status to full-time or part-time.

21.11 Change to Part-time Status. Employees who change status from full-time to part-time will not be eligible for PTO accrual. However, the employees will keep their PTO balance and be able to utilize earned hours in accordance with this section.

21.12 PTO Upon Termination. Earned and Unused PTO will be payable upon termination of employment.

21.12 Attendance Bonus Days. Except as stated below, any employee who has completed the probationary period and has perfect attendance for each three (3) month period will receive one (1) days pay based on the average regular hours worked by the employee or a paid day off at the employee's option. This attendance incentive will be awarded only if no (0) unscheduled PTO time is utilized. This benefit shall repeat itself each quarter if the employee is scheduled to work during the entire three-month period. When earned, the day will be taken in the following three-month period with prior approval from scheduling. Effective June 1, 2012,

Employees will no longer receive attendance bonus pay or extra days off for attendance.

21.13 Notification of Non-PTO Use. Employees will notify the Payroll Benefit Coordinator by the morning of the payroll processing day if the employee does not want PTO to be used for an absence.

21.14 Absences Due to the State. Absences due to State of Wisconsin laws and regulations shall not count as an occurrence for attendance.

21.15 Vacation Grand-parenting. Regular full-time and part-time employees hired on or before March 31, 1998, who earned a fifth (5th) week of vacation by December 31, 1998 will retain it for the duration of this Agreement.

ARTICLE 22 – HOLIDAYS

22.1 List of Holidays. The following days shall be observed as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Employee Birthday	Easter Sunday

Employees scheduled to work on any of these holidays are to receive double time. The Employer shall divide holidays off among the staff. Any employee without a legitimate excuse who does not report in to work on a holiday when scheduled is subject to immediate dismissal. Employees scheduled off on any of these holidays are to receive regular pay providing the employee has reported for work and worked a full shift on the scheduled work day before and after the holiday. If a holiday occurs while an employee is on vacation, the employee shall receive an extra day's vacation. The Employer must staff on holidays to meet resident

care needs. However, to the extent possible, employees will be scheduled to work only on the eve of the holiday on Christmas or New Years, but not both shifts. The scheduling shall be done on a seniority basis.

22.2 Even Division of Holidays. Holidays shall be divided and rotated by the Employer as evenly as possible among the employees.

22.3 No Holidays for Probationary Employees. Probationary employees shall not be entitled to holidays or holiday pay.

22.3 Holiday Hours. The number of hours of each holiday shall correspond with the average hours paid at the present rate of pay. "Average hours paid" shall mean regular hours, sick/PTO hours, holiday hours and vacation hours.

22.4 Birthday Holiday. Employee birthday holiday must be taken in the calendar month in which birthday occurs.

ARTICLE 23- UNIFORMS

23.1 Provision. On the employee's anniversary date, the Employer will provide (or voucher for same) the following: 0-4 years: two pieces (1 top/bottom, or 2 tops), as determined by the Labor Management Committee; and five years and over: four pieces (2 tops/bottom, or 4 tops), as determined by the Labor-Management Committee. An employee may substitute one pair of shoes, not to exceed \$50 in price, for any one piece of anniversary clothing. No more than one pair of shoes will be provided for on any one anniversary.

23.2 Uniform Policy Changes. Before the Employer makes any changes in its uniform policy, it will meet to negotiate with the Union over the impact of any changes.

ARTICLE 24 - LIFE INSURANCE

24.1 Life Insurance Coverage. The Employer agrees to cover all employees in the bargaining unit with a life insurance policy in the amount of one times the annual base salary of a covered employee. The Employer agrees to pay the cost of this policy.

24.2 AD&D Coverage. The Employer agrees to cover all employees in the bargaining unit with Accidental Death and Dismemberment Insurance. The Employer agrees to pay all costs of this insurance.

ARTICLE 25 - CALL PAY

25.1 One Hour Premium. Any employee called to work on the day said employee is not scheduled to work shall receive, in addition to the normal hourly rate, a sum equal to one (1) hour's pay for each four (4) hours actually worked on said day.

25.2 Four Hours' Pay. Any employee called to work on the day said employee is not scheduled to work shall receive a minimum of four (4) hours of pay or four (4) hours of work. If an employee requests to work for less than four (4) hours, said employee will be compensated for actual hours worked.

25.3 Incentive Eligibility. If an employee agrees to work on an unscheduled shift for which the employee will receive incentive or other additional pay, an employee will not be eligible for such incentive or other additional pay if the employee calls off work on a scheduled shift during the same pay

period, unless the employee has an illness verified by a Physician or Practitioner.

25.4 Call In Sign Up and Order. Employer will post a sign up list with each schedule. Employees who wish to be called for extra hours must sign the sheet and list their hire date and status (i.e., part-time, full-time, or per diem).The Employer shall attempt to replace a scheduled employee who is absent for any reason in the following manner and order:

1. Calling part-time employees who name are on the sign-up sheet by seniority, until they have worked forty (40) hours in a workweek.
2. Calling per diem employees until they have worked forty (40) hours in a workweek.
3. Calling full-time employees whose names are on the sign-up sheet, by seniority.

After the Employer has attempted to call all employees on the sign-up sheet, the Employer may call any employee to work an extra shift. Notwithstanding, the above, there are no restrictions on the Employer's right to call or ask employees to work extra hours if the Employer has less than one (1) hour before the shift begins on day shift or two (2) hours before the pm or night shift.

ARTICLE 26 – HEALTH AND DENTAL INSURANCE

26.1 Eligibility. Employees who regularly work thirty (30) or more hours per week, and who have completed their probationary period, may participate in the employer's health plan. Eligible employees will pay bi-weekly ("i.e. per pay period)" employee contribution rates in order to participate in the Plan (the employer retains discretion to increase these rates consistent with other provisions of this Article, specifically Articles 26.2 and 26.3):

26.2 Plan Changes. Eligible employees shall authorize deductions to pay for the above coverage. The Employer may select or change the carrier of

these plans provided it maintains similar benefits and coverage. “Should the costs of the Plan be changed on a standard basis (in a uniform manner) for all employees enrolled in the Plan(s) statewide, employees in the bargaining unit enrolled with the same coverage will have the same premium costs. The Employer shall provide a thirty (30) days in advance written notice of any changes in the employee premiums.

26.3 Limited Reopener. Notwithstanding if the employee premium costs shall increase by more than 25% in any given year, based on the employee plus children rate, the Union may reopen the contract for a limited reopener on health benefits. The no strike/no lockout clause would not be in effect during this reopener and the Union reserves the right to strike. In order to effectuate this provision, the Union shall provide written notice to the Employer (i.e., Facility Administrator) no later than ten (10) calendar days following the receipt of the Employer’s notice to increase employee premiums. Notice will be sent certified mail. If the Union fails to provide said notice within this time frame, it forfeits the right to reopen under this paragraph.

26.4 Dental Insurance. Employees shall only be eligible for the standard Kindred Dental plans, with standard Kindred employee contribution rates.

26.5 STD. All benefit eligible employees will be eligible for Kindred’s standard short-term disability, as provided for in the employee handbook, at no cost to the employee.

ARTICLE 27 - MISCELLANEOUS BENEFITS

The following benefits shall be made available to full time and part time employees in the bargaining unit, regardless of status:

- a. Tuition reimbursement
- b. Kindred’s 401K plan

ARTICLE 28 - RATES OF PAY

28.1 Wage Schedule. The Wage Schedule which is attached hereto and by reference is made a part hereof, and the manner of application therein provided, shall prevail during the term of this Agreement, and the hourly rate to be paid any employee covered hereunder shall be determined by such schedule.

28.2 Job Classifications. All job classifications shall be in accordance with the policies of the Employer.

28.3 Performing Two Jobs. No employee shall perform two (2) jobs at the same time. To provide forty (40) hours a week, employees may divide their time between two classifications; however, each employee shall receive pay for the highest wage scale of the jobs being performed.

28.4 Minimum Pay Rate. No employee shall receive a rate of pay less than the rate for the classification or position for which s/he was hired during the term of this Agreement.

28.5 Shift Premiums. All employees working the second shift shall receive an additional twenty cents (\$.20) per hour and all employees working the third shift shall receive an additional thirty cents (\$.30) per hour.

ARTICLE 29 - STATUS OF EMPLOYEES

29.1 Full-Time Employees. Full-time employees are those employees working an average of thirty (30) hours per week and shall have full rights of the benefits as outlined in this Agreement.

29.2 Part-Time Employees. Regular part-time employees are those normally working an average of less than thirty (30) hours per week.

29.3 Per Diem Employees. Per diem employees are those employees who are not regularly scheduled to work and who work as needed or on an occasional basis. Per diem employees are not entitled to any benefits.

ARTICLE 30 - WORKERS' COMPENSATION

The Employer agrees to remain covered by the provisions of the Worker's Compensation laws of the State of Wisconsin as long as those laws shall have jurisdiction over the facility.

ARTICLE 31 - SAFETY AND HEALTH

31.1 Safety and Health Provisions. The Employer shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment and to continue to review unsafe conditions brought to its 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.

31.2 Safety and Health Program. The Employer's Safety and Health Program will include notifying employees regarding precautions recommended against any disease known by the Employer to exist in the facility including appropriate protective equipment and clothing required and the appropriate contamination-prevention procedures and disposal methods/procedures for contaminated materials.

31.3 Notification. The Employer will notify employees of individual instances of communicable diseases in order for employees to take the precautions mentioned above.

31.4 Preventative Measures. The Employer agrees to offer at no cost to the employee the following preventative measures: Annual Flu Vaccine, TB

testing, HIV/hepatitis vaccine and testing (where there is blood borne pathogen exposure). For other contagious/communicable diseases, the Employer agrees to meet with the Union on a case by case basis.

31.5 Personal Property Damage. On a case by case basis, the Employer will make a good faith effort to repair or provide replacement of personal property of an employee who has had property broken or damaged by a resident. The employee must file an incident report on the day/shift of the incident to his/her supervisor after securing the safety of the resident.

ARTICLE 32 – IN SERVICE TRAINING

In-service training shall be mandatory for all employees governed by the requirements established by the Employer and subject to the discharge section of this Agreement. CNA's are required to attend in-services to maintain certification. CNAs shall comply with the federal and state registry in-service requirements provided by the employer. In-service will be videotaped and provided for any employee who is short the required hours on his/her anniversary date.

ARTICLE 33 - LAYOFF AND HOURS REDUCTION

33.1 Temporary Hours Reductions. In the event of a temporary drop in census or other economic conditions which causes the Employer to reduce hours for a period of time not to exceed sixty (60) days, hours by department and shift of less senior employees will be reduced or cut first consistent with patient care needs. The Employer may seek volunteers first before reducing hours by seniority. Senior employees may have to change shifts during such temporary reduction of hours.

33.2 Permanent Hours Reductions or Layoffs. If the condition lasts more than sixty (60) days or becomes permanent, the Employer will layoff or

continue the reduced hours. Employees, based on departmental seniority, will have the right to bid or bump for available hours within the department. Senior employees may bump less senior employees provided senior employees have the skills/abilities to perform the available work.

33.3 Meeting Before Permanent Hours Reduction. Prior to implementing a permanent reduction of the scheduled hours of a regular full-time employee, the Employer will meet with the Union.

33.4 Lay Off Benefits. The receipt of benefits in the event of lay off will be consistent with those received by all employees within the Facility. Employees on permanent lay off will continue to accrue seniority but no other benefits.

ARTICLE 34 - INTER-FACILITY TRANSFERS

34.1 Transfers. An employee may request, in writing, a transfer to another of the Company's facilities honoring a labor agreement with SEIU Healthcare Wisconsin. The reason for the transfer must be placed on the request form. The employee may be offered the next opening in her/his classification that occurs at the receiving facility. Upon acceptance at the receiving facility, the employee will be placed in the tenure step and in the benefit program in effect at the receiving facility, based upon her/his seniority at her/his former facility.

34.2 No Merging of Units. It is understood, however, that even though an employee may transfer to a facility covered by a different collective bargaining Agreement, nothing in this section shall be construed as merging in any way the different bargaining units currently representing Kindred employees. The Union agrees to never introduce this section into any NLRB proceedings concerning any unit determination or unit clarification in any form whatsoever.

34.3 Seniority At New Facility. In the event of layoff or rehiring, and in choice of vacations at the receiving facility, the employee's seniority, for these purposes only, shall be the date of starting at the receiving facility. This provision will not take effect if it is contrary to any existing labor-management agreements in effect at the receiving facility if the employee was not a SEIU Healthcare Wisconsin member at the transferring facility.

ARTICLE 35 - WORK LOAD

35.1 Equitable Distribution. When assigning workload to the employees, the Employer will make an equitable distribution of workload for employees. This situation shall exist except in cases of unanticipated emergencies where replacement staff is unavailable.

35.2 Staffing Issues. Immediate problems regarding staffing will be addressed by an appropriate Union official and a representative of the Employer. All other matters regarding staffing will be referred to the Facility Communications Committee.

ARTICLE 36 - FACILITY COMMUNICATIONS COMMITTEE

36.1 Labor and Management Committee: A Facility Communications Committee, composed of not less than two (2) nor more than four (4) employees, and at least one (1) representative of the Employer, will meet every month to discuss facility issues dealing with workload, quality patient care, infectious disease control and other non contractual issues.

36.2 Agenda. Five (5) days prior to a meeting, the Employer and employees shall submit items for the agenda in writing to the appropriate committee representatives. After a discussion of the agenda items, the Administrator will communicate to committee members the actions s/he deems appropriate as a result of the meeting.

36.3 On Duty Attendance. Committee member employees who attend the committee meetings while on duty shall be paid. The Committee meetings shall not be subject to the grievance and/or arbitration procedures.

ARTICLE 37 – NOTICE

Any notice given under this Agreement shall be given by certified mail and if by the Employer, be addressed to SEIU Healthcare Wisconsin, at the address designated by the Union; and if by the Union, to the Employer at Kindred Nursing and Rehabilitation, North Ridge, 1445 North 7th Street, Manitowoc, Wisconsin 54220. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

ARTICLE 38 - PAY IN LIEU OF BENEFITS (PIB)

The Employer will offer employees Kindred's standard PIB program, under which eligible full-time employees may elect the PIB option at (15%) of straight time pay if they waive all paid time off and insurance programs; or alternatively, eligible employees may elect the 5 % PIB option (i.e. waive all insurance benefits and accrue vacation and PTO at 50% of the accrual rates table in Article 21.)

ARTICLE 39 - COMMITTEE ON POLITICAL EDUCATION (COPE)

The Employer agrees to deduct and transmit to SEIU COPE all monies deducted per pay period from the wages of these employees who voluntarily authorize such contributions on the forms provided by SEIU Healthcare Wisconsin for that purpose. These transmittals shall occur for each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been-made and the amount deducted for each employee.

ARTICLE 40 - ORIENTATION COUNSELORS

All Employee Counselors are to earn an additional one dollar and twenty-five cents (\$1.25) per hour when serving in the capacity of training new employees and will be eligible for bonus payments of thirty dollars (\$30) at ninety (90) days and forty-five (\$45) dollars and six months for success in retaining new nursing assistants.. The counselors will work on a rotation basis and seniority, skill and ability will be the determining factors for the trainers.

ARTICLE 41 - UNSCHEDULED WORK INCENTIVE PROGRAM

41.1 Unscheduled Weekend Incentive. Any CNA employee agreeing to work more than one or two unscheduled weekend shifts (day shift Saturday through night shift Sunday) at the request of the facility will receive a one dollar twenty-five cents (\$1.25) per hour premium for each of those additional hours worked. A sign-up sheet will be posted with each new schedule providing opportunity for employees to request consideration for the premium weekend shifts. Premium shifts will first be offered on a seniority basis to those employees from the list before approaching the staff at large provided that management reserves the right to avoid unnecessary overtime. Switching of scheduled weekends to capture weekend premium payment is expressly prohibited. The premium payment is a straight time bonus only and will not contribute to benefit accumulation, average hours worked or toward overtime. The employee must work her/his normal scheduled weekend before and after the unscheduled weekend.

41.2 Bonus Increases. The employer has the right to unilaterally increase the contractual bonuses with notification to the Union.

41.3 Unscheduled Weekday Incentive. Any employee agreeing to work an unscheduled weekday shift, or minimum of four (4) consecutive hours, at the request of the employer will receive a thirty cents (\$.50) premium bonus for each additional full hour worked or fifteen cents (\$.25) for each additional full one-half (1/2) hour worked. A sign-up sheet will be posted with each new schedule providing opportunity for employees to request consideration for premium shifts. Premium shifts will be offered on a seniority basis to those employees from the list before approaching the staff at large provided that management reserves the right to avoid unnecessary overtime. Switching of scheduled shifts to capture premium payment is expressly prohibited. The premium payment is a straight time bonus only and will not contribute to benefit accumulation, average hours worked or toward overtime. The employee must work his/her normal shift before and after the unscheduled shift.

ARTICLE 42 - RETIREMENT PLAN

The Kindred Retirement Savings Plan will be offered to eligible employees in the bargaining unit. If the plan changes during the life of this Agreement, such changes shall apply to the bargaining unit at Kindred Transitional Care and Rehabilitation Eastview.

ARTICLE 43 - TERMINATION DATE

The terms and conditions of this Agreement shall continue in effect from JANUARY 1, 2014 through DECEMBER 31, 2015, unless extended or modified by mutual agreement of the parties hereto. Notice to terminate the terms and conditions of this Agreement shall be in writing and shall be given on or before the ninetieth (90th) day prior to the above date by either of the parties to this Agreement.

WITNESS our hands and seals this

day of _____, 2013.

FOR KNR- Eastview

SEIU Healthcare Wisconsin

Wanda J. Hose
Executive Director

Dian Palmer
President

Edward Goddard
Labor Relations Counsel

Christian Foust, Staff Representative

Mary Gatton, Union Team Member

Beth Meidl, Union Team Member

EXHIBIT "A" -- WAGE SCHEDULE

1. The Employer will provide a 1% across the board increase to bargaining unit employees, effective the first full pay period on January 1, 2014, July 1, 2014, January 1, 2015 and July 1, 2015.
2. All Medication Aides will receive a one dollar (\$1.00) per hour above their CNA wage.
3. The following minimum wage rates will apply for the life of the contract.

<i>POSITION</i>	<i>START RATE</i>	<i>6 MONTHS</i>
CNAs	1/1/12 \$ 10.19	\$ 10.40
RAs	1/1/12 \$ 10.19	\$ 10.40
NAs	1/1/12 \$ 9.73	N.A.
Cooks	1/1/12 \$ 10.40	\$ 10.58
Dietary Aides	1/1/12 \$ 9.73	\$ 9.92
Laundry	1/1/12 \$ 9.73	\$ 9.92
Activities Aides	1/1/12 \$ 9.73	\$ 9.92
Housekeeping	1/1/12 \$ 9.73	\$ 9.92
Maintenance	1/1/12 \$10.66	\$ 10.85

4. Employees hired on or after April 1, 1998 who work sixteen (16) but less than thirty (30) hours per week will receive a \$0.20 per hour premium.
5. Except as noted below, employees who have completed five (5) years of service shall earn an additional \$0.20 per hour; ten (10) years of service an additional \$0.23 per hour; fifteen (15) years of service an additional \$0.25 per hour; twenty (20) years of service an additional \$0.27 per hour; twenty five (25) years of service an additional \$0.25 per hour and thirty (30) years of service and additional \$0.25 per hour. Employees hired on or after June 1, 2012 will not receive these increases.

EXHIBIT "B" Side Letters of Agreement

1. Should Kindred Healthcare benefits change at any time during the life of this Agreement, with respect to the thirty (30) hour benefit eligibility requirement, the change also will apply to union represented employees at this facility. However, an employee electing this change shall forfeit their \$.20 per hour premium.
2. Any employee hired before March 31, 1998, who is working an average of less than thirty (30) hours, who desires to work thirty (30) hours, to become benefit eligible, shall be provided hours sufficient to enable this eligibility.
3. For the life of Agreement only, those employees hired on or before March 31, 1998, working an average of at least 16 hours per week, will be grand-parented to be benefit eligible.