

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

SUPPORTIVE HOMECARE OPTIONS, INC

AND

SEIU Healthcare Wisconsin, CTW, CLC

EFFECTIVE December 1, 2016 to January 31, 2020

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PREAMBLE

It is the intent of the parties to this Agreement to:

- Provide for the peaceful adjustment of differences which may arise between the Employer and the Union, and to avoid interruptions of service to Clients;
- Recognize that Client choice is the fundamental factor guiding the provision of services under this Agreement;
- Recognize that Client care is our top priority and the Supportive Homecare workers are important in ensuring the best Client care possible; and
- Cooperatively endeavor to provide the best quality of services for Clients, efficiently and economically.

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of December, 2016, by and between SUPPORTIVE HOMECARE OPTIONS, INC. (the "Employer") and SEIU Healthcare Wisconsin, CTW, CLC (the "Union").

ARTICLE 1

RECOGNITION

The Employer recognizes SEIU Healthcare Wisconsin as the exclusive representative of all supportive homecare workers employed by the Employer, excluding all clerical employees, confidential employees, managerial employees, guards and supervisors as defined in the Act.

Upon any transfer of NHS bargaining unit employees to employment with SHO, these employees shall become part of the SHO/SEIU bargaining unit and covered by the SHO/SEIU Labor Agreement as negotiated by the parties.

ARTICLE 2

MANAGEMENT RIGHTS

It is agreed that the management of the Employer and its business and the direction of the work force, except as limited by specific terms of this Agreement, are vested exclusively in the Employer including, but not limited to, the right to direct and supervise the work of its Employees; the right to determine whether Employees are qualified to perform the work, the right to hire, promote, demote, transfer and discipline or discharge Employees for just cause, the right to plan, direct and control operations, the right to determine the quantity and quality of work needed, the number of Employees in each classification, and the schedules of Employees; the right to lay off Employees or relieve Employees from work because of lack of work or for other legitimate reasons; the right to introduce new or improved methods; the right to close or relocate facilities; the right to relocate, continue or discontinue any operation, department or part thereof; the right to change existing operating practices, designs, methods and facilities; the right to change the content of jobs and to transfer Employees between jobs within a classification or outside a classification; the right to enact or change administrative policies, rules and regulations which are not in conflict with this Agreement, the right to subcontract work and to use temporary Employees as the Employer deems appropriate; the right to have management trainees, supervisors or salaried employees perform any work or operation of the agency; the right to transfer work; and the right to exercise all the usual and customary and inherent rights, functions and authority of management.

ARTICLE 3

UNION MEMBERSHIP

Section 3.1 All employees of the Employer covered by this Agreement may choose one of the following options:

All persons hired for positions covered by the Agreement may, on or after the 30th day of employment or thirty (30) days after the signing of this Agreement, whichever is later, (1) become and/or remain a member of the Union in good standing; (2) pay a fair share fee to the

Union to carry out its duties as the collective bargaining representative; or (3) choose not to join the Union, pay dues or pay a fair share fee to the Union. Official date of employment shall be defined as the day in which the employee finishes all orientation and training requirements. It is the responsibility of the Union to encourage these employees to sign up with the Union but it is not a condition of employment for any employees.

Section 3.2. Dues/fees/COPE Deductions: When appropriately authorized by the Employee in writing, regular monthly dues will be deducted by the Employer from the Employee's biweekly paycheck. The deductions will be transferred within 7 days from payroll date to the Union. Effective January 1, 2018, an employee can choose to end membership and stop union dues during the annual revocation period from January 1 to January 31st via written notice to both the Union and Employer.

Section 3.3. Upon receipt from SEIU of an Employee's written authorization for the Union's Political Action or COPE fund from NHS or SHO, the Employer agrees to deduct from the monthly pay of each Employee an amount the Employee voluntarily authorized, and to transmit it to the Union on a monthly basis with the list referenced in Section 3.5 below.

Section 3.4. The Union will indemnify and hold harmless the Employer from any claims, actions or proceedings arising from the deductions made or not made by the Employer under this Article as well as any refund of dues, fees or contributions improperly made and transmitted to the Union, the adjustment for which will be made from a future monthly check as set forth in 3.2. This provision does not restrict the Union's enforcing through the grievance procedure the Employer's failure to make deductions in accordance with a member's authorization card nor does it limit the Employer's obligation to remedy such failure if it is determined that the Employer was obligated to make the deduction.

Section 3.5. Lists: On a monthly basis, the Employer will provide the Union with a complete list of all bargaining unit Employees, including employee ID, last name, first name, middle initial, current address, phone number, cell phone number if available, hire date, job classification and wage rate for each employee. Such information will be in electronic form in an excel spreadsheet (non-PDF) via email (password protected). For any new hires or terminations on the list, a code to identify each new hire and, for terminations, a field with the termination date shall be provided.

Section 3.6. SHO shall honor the Dues/COPE Authorizations signed by SEIU NHS Members and begin Dues and/or COPE Deductions effective upon transfer to SHO and SEIU Healthcare Wisconsin's provision to SHO of copies of the Dues/COPE authorizations for any members that are transferred to SHO from NHS.

SHO shall honor the Dues/COPE Authorization Forms Signed by SEIU SHO Members and begin Dues and/or COPE deductions upon receipt of copies of the Dues and COPE authorizations.

Section 3.7. Orientation. Up to two (2) Union representatives will have fifteen (15) minutes immediately following the New Employee Orientation to provide Union information to new employees on paid time. The Union agrees that its presentation at said orientation session shall be limited to discussing its role as representative of the bargaining unit, the contract, the benefits of the Union, ways to participate in the Union, voluntary signing of membership and COPE cards and the individual's right to join or not to join the Union.

As NHS employees are applying to and being accepted to SHO, SHO shall provide the transferring employees with Orientation to SHO pursuant to SHO's new employee orientation protocols and SEIU will provide union orientation up to 15 minutes.

Section 3.8. Upon execution of this agreement, SEIU Healthcare Wisconsin shall use the attached new Authorization Form for Dues and COPE Deductions for any newly signed membership or COPE authorizations for SHO employees after execution of this agreement.

Section 3.9. Union Leave: An Employee who is an officer, employee or volunteer organizer for the Union will be given a leave of absence, up to two (2) weeks, but no more than one Union leave will be allowed in any calendar year.

ARTICLE 4

NO DISCRIMINATION

There shall be no discrimination against any Employee on account of race, religion, sex, sexual orientation, national origin, citizenship, age, political belief, union status, marital status, color, disability or any other protected classification under applicable local, state or federal law.

ARTICLE 5

DIGNITY AND RESPECT

All employees, clients, supervisors, officers and the Agency shall be treated with dignity and respect.

ARTICLE 6

HIRING PRACTICES

Section 6.1. Position vacancies: Notices of job vacancies shall be posted and/or available at the Employer's work site and/or website when available.

Section 6.2. Orientation: The Employer shall require all prospective new hires to attend an orientation program to cover mandated services under the MCO and Employer policies and procedures prior to active employment.

Section 6.3. Probationary Period: The first one hundred eighty (180) days of employment shall be a probationary period for all new employees. During this period an employee may be terminated for any reason without benefit of any provisions of this Agreement.

Section 6.4. Physical Examinations: The Employer shall provide or pay for the expenses for required tuberculosis tests at its discretion unless the Employee fails to comply with the directed test procedures, in which case the Employee shall pay for any retest required in lieu thereof. The Employer

shall provide or pay for the expense of any other medical test or physical exam that becomes required by law during the term of this Agreement.

Section 6.5. Employee ID Badges: Any Employee not working exclusively for family members will be provided an ID at no cost to the Employee. Any issued ID must be turned in for any Employee terminated before receipt of final pay.

ARTICLE 7

WORK ASSIGNMENTS

Section 7.1. Employee/Client incompatibility: Clients, employees or supervisors shall have the right to request that an employee be reassigned due to perceived incompatibility. Employees and supervisors shall meet to discuss the perceived incompatibility and if the situation cannot be resolved to the satisfaction of both parties, the employee shall be reassigned from that client. Reassignment will be based on hours available.

Section 7.2. Any Employee who believes in good faith that his/her health or safety is in imminent danger at an assigned work location may leave that location immediately. The employee shall report the incident to his/her supervisor as soon as possible but no later than thirty (30) minutes after leaving the assigned work location. The Employer shall provide copies of any documentation related to the incident to the Union upon written request.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 8.1. Hourly assignments are based upon the approved hours and frequencies of those hours provided by the plan of care by the Family Care Organization (MCO). The work week is defined as midnight Sunday through 11:59 p.m. Saturday.

Section 8.2. Report pay: In the event of a scheduling error made by the Employer, the employee shall be given one (1) hours pay. Employee must contact Employer by telephone within 15 minutes of scheduled time for reimbursement eligibility. Effective January 1, 2015, this section will be eliminated.

ARTICLE 9

WAGES AND BENEFITS

Section 9.1. Job classification and wages are based on the contractual agreement between the Employer and the funding source. The funding source, MCO, dictates permissible rates of pay.

Section 9.2. The minimum regular wage for all bargaining unit employees shall be the agreed upon rate between the MCO and the Employer. The Employer shall notify the Union within one week whenever there is a change in the agreed upon rate. The starting rate at the time of signing this agreement is \$11.71/hour. The rate at the time of signing this Agreement shall be amended to the Agreement in Appendix A.

Section 9.3. Holiday Gift: Any employee on the payroll effective the close of the last pay period before the Christmas holiday for each year of this Agreement shall receive a Holiday gift or voucher from the Employer. Effective January 1, 2015, this section will be eliminated.

Section 9.4. In the event the Employer receives additional funds from any governmental funding source that are eligible for distribution to employees either in the form of wages or benefits, the Employer shall notify the Union of the receipt of such funds.

Section 9.5. As provided for by the contract with MCO, any additional wage funding proposed under this contract must receive prior approval by the MCO.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1. "Grievance" as used in this Agreement is limited to a complaint or request of an employee, the Employer or the Union which involves the interpretation or application of, or compliance with, the specific provisions of this Agreement. A grievance of a discharge of an employee shall be submitted at Step 2 of the Grievance Procedure, Section 10.2 below, to the Grievance Administrator or his/her designee.

Section 10.2. A grievance shall be processed in accordance with the following steps, time limits and conditions:

- Step 1. The aggrieved employee may discuss the grievance orally and in person with the Employer's Human Resources Coordinator.

- Step 2. Failing to resolve the matter, the employee and a designated Union representative must sign and submit the grievance in writing to the Grievance Administrator within fourteen (14) working days from the incident giving rise to the grievance. The Grievance Administrator or designee may meet with the Union representative and employee to discuss and attempt to resolve the grievance. A written response may be provided to the Union within seven (7) working days of the Step 2 submission.

- Step 3. If a satisfactory settlement is not obtained at Step 2, either the Union or the Grievance Administrator may request the grievance to be submitted to arbitration. Written notice of the desire to arbitrate must be received by the opposite party within ten (10) working days after the Step 2 decision has been rendered or was due.

Section 10.3. The parties themselves shall mutually agree upon an arbitrator to herein render a decision on grievances submitted to arbitration within five (5) working days after the Step 3 demand has been made and a panel of arbitrators has been furnished by the Federal Mediation and Conciliation

Service. The moving party shall be required to notify the Federal Mediation and Conciliation Service of the request for arbitration. The parties shall select the arbitrator by alternately striking names from a list of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service with the moving party striking first. Either party may reject one (1) panel in its entirety.

Section 10.4. The function of the arbitrator shall be to resolve the parties' dispute(s) involving the interpretation, application or alleged violation of specific provisions of this Agreement, and the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, or any other terms made supplemental hereto.

Section 10.5. The arbitrator shall first determine the arbitrability of any issue submitted. The aggrieved party shall propose in writing a statement of the issue involved, and the parties shall attempt in good faith to agree upon a joint submission of the issue. Absent such agreement, each party may submit to the arbitrator its own statement of the issue and the arbitrator will then be empowered to frame the issue involved.

Section 10.6. The arbitrator's decision which, when rendered in accordance with the provisions of this Article, shall be final and binding upon the Employer, the Union and the employees.

Section 10.7. The fees and expenses of the arbitrator including cost of hearing room shall be borne by the loser of the arbitration. Each party will bear the costs of its own witnesses, exhibits and counsel.

Section 10.8. Any decision on any grievance not appealed by the Union or the Employer within the designated time limits from one step to the next shall be considered satisfactorily and completely settled on the basis of the last decision and shall not be subject to further appeal. The arbitrator is barred from considering any matter which has not been initiated, processed or appealed within the stated time limits.

Section 10.9. For purposes of this Article, working days shall not include Saturdays, Sundays and the legal holidays of New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

ARTICLE 11

NO STRIKE/NO LOCKOUT

Section 11.1. The parties to this Agreement mutually recognize that the services performed by the employer covered by this Agreement are essential to the care and comfort of the clients of the agency. The Union agrees that there shall be no interruption of these services, the employees it represents. The Union further agrees that for the duration of this Agreement that it shall not cause, authorize, sanction nor permit the employees it represents to engage in any concerted action or failure by them to report for duty or work nor shall they absent themselves from their work, nor abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, picketing, sit-downs, stay-ins, slow-downs, stoppage of or refusal to perform bargaining unit work, nor shall any employee be in any way involved in or participate in any sympathetic strike at the agency or at the clients' residences.

Section 11.2. The Employer shall have the right to discharge or otherwise discipline any employees who engages in any of the activities prohibited by the Article. In the event a grievance is filed and the arbitrator finds the prohibited conduct occurred, the arbitrator shall have no authority to modify the penalty imposed, unless the arbitrator finds that the Employer has violated Article 4. Notwithstanding any provision of this Section, nothing shall prohibit the Employer from imposing different levels of discipline for conduct in violation of this Article.

Section 11.3. When the Union receives notice that any strike, sit-downs, work stoppage or any other act that constitutes a violation of this provision is occurring or is threatened, the Union shall take immediate positive action to stop or prevent the same. The Union will advise and confirm to all employees participating in the violation, that they are subject to disciplinary action up to and including discharge. The Union will take such further steps as may be required to terminate or prevent any further violation.

Section 11.4. During the term of this Agreement, the Employer agrees that it will not institute a lock out. However, nothing contained under this article shall prevent the Employer from closing any part of or all of its agency for economic reasons or to close any part of or all of its agency due to contract issues with MCO. The Employer will give notice to the Union in accordance with applicable law.

ARTICLE 12

DISCIPLINE AND SEPARATION FROM EMPLOYMENT

Section 12.1. Any employee may receive a reprimand for inefficiency, improper conduct or a violation of the Employer's rules, regulations or practices. Such reprimand will be written and placed in the employee's personnel file. Upon any instance of the same misconduct or any other misconduct, the Company will use the following procedures:

1. First offences: Written warning, if not in itself serious enough to warrant suspension or discharge.
2. Second offences: A written warning will be issued if not in itself serious enough to warrant discharge, with a possible suspension of up to three (3) working days.
3. Third offences: A third written warning will be issued which will result in discharge.

The first written warning as discussed above will remain in effect for eighteen (18) months from date of issuance. If the first warning expires, the next written warning, if there be one, will become the first warning in the above progressive disciplinary procedure and remain in effect for the balance of its 18 month lifecycle, etc. The employee must come into the office within 48 hours during normal hours of business for all disciplinary actions. Failure of the employee to come to the office within the 48 hour window will result in the forfeiture by the employee to any right to or access to the grievance and arbitration procedure of Article 10 of this Agreement.

Section 12.2. The following constitutes examples of what will be considered cause which allows the Employer to discharge an employee summarily:

- A. Verbal, physical or psychological abuse or bullying of clients, Employer, Managerial staff, and/or failure to immediately report any suspected or actual verbal, physical or psychological abuse or "bullying" of the Employer, Managerial staff, and/or client;
- B. Intoxication, drinking or reporting or being in an inebriated condition on the job or in the office;
- C. Dishonesty and/or theft;
- D. While on duty or on the Employer/client premises, misconduct or negligence which results in damage or harm to any person or property, or serious threat of harm to the client;
- E. Use or possession of narcotic drugs without proper medical authorization;
- F. Disclosure of confidential information to unauthorized individuals;
- G. Serious misconduct while on duty or on client premises; such as engaging in sexual relationship with the client and/or family members or co-habituating with client that they are not related to unless this relationship was established prior to employment and Employer is made aware of such relationships;
- H. Intentional or gross negligence in the performance of one's duties, including sleeping while on duty when not authorized;
- I. Insubordination;
- J. Falsification of any employment, medical or other official document;
- K. Any intentional time card violation;

This is not all inclusive of causes for immediate discharge.

Section 12.3. Except where circumstances prohibit such action, all employees shall give at least two (2) working weeks' written notice of resignation to the agency prior to termination of employment. Failure to provide the required written notice of resignation, or failure to complete the

two (2) week working period, will result in the forfeiture by the employee to any right to or access to the grievance and arbitration procedure of Article 10 of this Agreement.

ARTICLE 13

SEPARABILITY

If any article or section of this Agreement shall be held invalid by operation of law or by any final tribunal of competent jurisdiction or compliance with or enforcement of any article or section should be restrained by such final tribunal the remainder of this Agreement shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 14

COMPLETE AGREEMENT

The Employer and the Union acknowledge that during the negotiations which result in this Agreement, each party has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term.

ARTICLE 15

DURATION

This Agreement shall be effective from December 1, 2016 and shall continue in effect for thirty-eight (38) months through and including January 31, 2020 and shall terminate thereafter unless at least ninety (90) days prior thereto written notice of desire to make changes in the Agreement is served by either party upon the other.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duty authorized officers and representatives this 17th day of November, 2016.

FOR THE EMPLOYER

FOR THE UNION



Sally Sprenger, President
3/14/17



Dian Palmer, President

APPENDIX A

As of the effective date of the Agreement, minimum regular wages for all bargaining unit Employees is as follows:

Supportive Homecare Workers	\$11.71/hour non travel	\$11.84/hour with travel
Personal Care Workers	\$11.71/hour non travel	\$11.84/hour with travel
Daily Rate until eliminated by MCO is determined by MCO		

Effective January 1, 2015, and for the balance of this Agreement, the minimum regular wages for all bargaining unit Employees shall be the rate dictated by the MCO in accordance with the Milwaukee County Living Wage Ordinance. There shall be no other forms of compensation remaining in this Agreement unless otherwise compelled by the MCO, and any such additional compensation or benefits in the form of PTO, travel time, report time, holiday gifts, etc. which may have existed prior to January 1, 2015, shall be eliminated as of that date.

Home Care Membership Application

JOIN SEIU Healthcare Wisconsin!



Yes! I am joining with other homecare workers for a strong voice for quality care, living wages, and good benefits.

I hereby request and accept membership in SEIU Healthcare Wisconsin and its successor (hereafter "Union"). I authorize the Union to act as my exclusive bargaining representative for purposes of collective bargaining in respect to wages, hours and other terms and conditions of employment with my Employer. I agree to be bound by the constitution and bylaws of the Union. (Available upon request.)

Effective upon signing the authorization form, I will hereby authorize and direct my Employer to deduct from my pay each pay period the amount of dues and/or fees certified by the Union. Those dues and fees may be adjusted, with notice, periodically by the Union. I authorize my Employer to remit such amount biweekly to the Union. I authorize these deductions for and in consideration of the Union's activities in representing me with respect to collective bargaining and without regard to my present or future membership in the Union.

Regardless of whether I am or remain a member of the Union, this voluntary authorization and assignment shall not be revoked, for one year from the date of this authorization unless my Union contract provides for an annual revocation period then that period will apply or the term of the applicable collective bargaining agreement, whichever is less. Any unrevoked authorization shall be automatically renewed and shall not be revoked for successive anniversary years or the applicable term of the collective bargaining agreement thereafter, whichever is less.

If I choose to revoke this authorization for deduction of dues, I must provide written notice to the Union and to the Employer at least thirty (30) days, but not more than sixty (60) days, immediately preceding either: 1) the anniversary date of my signature on this form unless my Union contract provides for an annual revocation period then that period will apply or 2) the expiration date of the applicable collective bargaining agreement.

I recognize that my authorization for dues deduction, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

SIGNATURE (above the line) **DATE** **EMPLOYER**

(Print Clearly) FIRST & LAST NAME **GENDER (M/F)** **BIRTHDATE** **HIRE DATE**

CELL PHONE **LAND LINE PHONE** **HOME EMAIL ADDRESS**

HOME ADDRESS **CITY** **ZIP CODE**

YES! I want to be active in my union!

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Advocate for:
quality care and worker power and a resource to others. | <input type="checkbox"/> Member Political Organizer
Advocate for home care workers with politicians and in elections. | <input type="checkbox"/> Recruiter
Encourage others to join our union. | <input type="checkbox"/> Greeter
Call new caregivers and welcome them to our union. |
|--|---|--|---|

HELP HOLD POLITICIANS ACCOUNTABLE TO WORKING FAMILIES

I hereby authorize SEIU Healthcare Wisconsin to file this payroll deduction form on my behalf with my employer to withhold \$5 \$7 \$10 Other \$_____ per pay period for a contribution to SEIU COPE. My signature below shows that I have reviewed and agree with the terms of this authorization form.

This authorization is made voluntarily based on my specific understanding that:

1. The signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my employer or membership in the Union;
2. I may refuse to contribute without any reprisal;
3. The suggested monthly contributions are only suggestions, and I may contribute more or less without fear of favor or disadvantage from SEIU Healthcare Wisconsin or my Employer.
4. SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contribution to and spending money in connection with federal, state, and local elections.
5. The authorization shall remain in effect until revoked in writing by me.

Signature _____ **Date** _____

Witness (Print): _____ **Signed:** _____ **Date:** _____

*By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.

**SEIU Healthcare Wisconsin
SHO Bargaining
SHO Counteroffer to SEIU
November 17, 2016**

- 1) It is the mutual understanding of the Union and the Employer that SEIU shall strongly urge all current bargaining unit members at NHS to transfer employment from NHS to SHO.
- 2) **NHS Transferring Employees Become SHO Bargaining Unit.** Upon any transfer of NHS bargaining unit employees to employment with SHO, these employees shall become part of the SHO/SEIU bargaining unit and covered by the SHO/SEIU Labor Agreement as negotiated by the parties.
- 3) **Transferring NHS Employees Orientation.** As NHS employees are applying to and being accepted to SHO, SHO shall provide the transferring employees with Orientation to SHO pursuant to SHO's new employee orientation protocols and SEIU will provide union orientation up to 15 minutes.
- 4) **Dues Checkoff.** Revise language in Sections 3.2 and 3.3 from the SHO Final Offer to SEIU as follows:

Section 3.2. When appropriately authorized by the Employee in writing, regular monthly dues will be deducted by the Employer from the Employee's biweekly paycheck. The deductions will be transferred within 7 days from payroll date to the Union. Effective January 1, 2018, an employee can choose to end membership and stop union dues during the annual revocation period from January 1 to January 31st via written notice to both the Union and Employer.

Section 3.3. Upon receipt from SEIU of an Employee's written authorization for the Union's Political Action or COPE fund from NHS or SHO, the Employer agrees to deduct from the monthly pay of each Employee an amount the Employee voluntarily authorized, and to transmit it to the Union on a monthly basis with the list referenced in Section 3.5 below.

Section 3.4. The Union will indemnify and hold harmless the Employer from any claims, actions or proceedings arising from the deductions made or not made by the Employer under this Article as well as any refund of dues, fees or contributions improperly made and transmitted to the Union, the adjustment for which will be made from a future monthly check as set forth in 3.2. This provision does not restrict the Union's enforcing through the grievance procedure the Employer's failure to make deductions in accordance with a member's authorization card nor does it limit the Employer's obligation to remedy such failure if it is determined that the Employer was obligated to make the deduction.

Section 3.5. On a monthly basis, the Employer will provide the Union with a complete list of all bargaining unit Employees, including employee ID, last name, first name, middle initial, current address, phone number, cell phone number if available, hire date, job classification and wage rate for each employee. Such information will be in electronic form in an excel spreadsheet (non-PDF) via email (password protected). For any new hires or terminations on the list, a code to identify each new hire and, for terminations, a field with the termination date shall be provided.

Section 3.6. SHO shall honor the Dues/COPE Authorizations signed by SEIU NHS Members and begin Dues and/or COPE Deductions effective upon transfer to SHO and SEIU Healthcare Wisconsin's provision to SHO of copies of the Dues/COPE authorizations for any members that are transferred to SHO from NHS.

Section 3.7. Orientation. Up to two (2) Union representatives will have fifteen (15) minutes immediately following the New Employee Orientation to provide Union information to new employees on paid time. The Union agrees that its presentation at said orientation session shall be limited to discussing its role as representative of the bargaining unit, the contract, the benefits of the Union, ways to participate in the Union, voluntary signing of membership and COPE cards and the individual's right to join or not to join the Union.

Section 3.8. Upon execution of this agreement, SEIU Healthcare Wisconsin shall use the attached new Authorization Form for Dues and COPE Deductions for any newly signed membership or COPE authorizations for SHO employees after execution of this agreement.

- 5) **Holiday Gift.** (Eliminated)
- 6) **Successor Agreement.** SHO and SEIU Healthcare Wisconsin agree that the above modifications to the final offer of SHO to SEIU shall constitute an agreement by the parties to a successor agreement to the 2010 - 2013 Agreement between the parties.
- 7) **SHO Membership Authorizations.** SHO shall honor the Dues/COPE Authorization Forms Signed by SEIU SHO Members and begin Dues and/or COPE deductions upon receipt of copies of the Dues and COPE authorizations. SEIU Healthcare Wisconsin will provide written notice to SEIU SHO Members of the execution of this agreement and the re-starting of the Dues and/or COPE Deductions, as applicable. SEIU Healthcare Wisconsin will mail such notice within seven (7) calendar days of the execution of this agreement.
- 8) **Duration of Agreement.** The Duration of the SHO Final Offer to SEIU to conform to the NHS expiration date as follows:
This Agreement shall be effective from December 1, 2016 and shall continue in effect for forty nine (49) months through and including January 31, 2020 and shall terminate thereafter unless at ninety (90) days prior thereto written notice of desire to make changes in the Agreement is served by either party upon the other.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this 17 day of NOV., 2016.

Executed by the parties below on NOV. 17, 2016.

FOR THE EMPLOYER
Supportive Homecare Options

Sally Sprenger
President, SHO

FOR THE UNION
SEIU Healthcare Wisconsin

Dian Palmer
President, SEIU HCWI