

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WISCONSIN QUALITY HOME CARE COMMISSION (WQHCC)

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE (SEIU),
LOCAL 150 -WI**

JOINT INTRODUCTORY STATEMENT TO COLLECTIVE BARGAINING AGREEMENT

The parties to this Collective Bargaining Agreement affirm the commitment of the WISCONSIN QUALITY HOMECARE COMMISSION (WQHCC) and the SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE, Local 150 (SEIU Healthcare, Local 150) to maintain a partnership based on principles of mutual respect, courtesy and dignity.

We acknowledge that this is a unique employer-employee relationship that also requires collaboration with consumers, their family members, DHFS staff and advocates. It is our intent to create an atmosphere where those same principles of respect, courtesy and dignity apply to all of those partnerships.

PARTIES TO THE AGREEMENT

This Agreement is entered into between Service Employees International Union Healthcare, Local 150 (SEIU Healthcare, Local 150) and the Wisconsin Quality Homecare Commission (WQHCC) acting under authority of the Intergovernmental Cooperation Agreement entered into between the Wisconsin State Department of Health and Family Services (DHFS) and Dane County.

ARTICLE 1 - RECOGNITION

SEIU Healthcare, Local 150 is the sole and exclusive collective bargaining representative under the Wisconsin Employment Relations Act of all providers who provide personal assistance and/or supportive home care services to elderly persons and persons with disabilities through the WQHCC under the CIP/ COP Program and other programs and personal assistance services undertaken by the WQHCC; EXCLUDING: supervisors, confidential employees, all those employed in the State classified and non-classified Civil Service and providers who do not work at least four (4) hours in any month or sixteen (16) hours in any four-month period. For purposes of determining a provider's number of hours worked hereunder, there shall be a determination date of January 1, May 1 and September 1 each year of this Agreement. On each determination date, the payroll records for each provider shall be examined to determine if, in the four-month period immediately preceding the determination date, the provider worked the minimum number of hours as provided herein. In instances where a provider has not worked the minimum number of hours as provided herein, that provider shall not be subject to this Agreement as of the determination date until the next determination date, at which point the provider is again eligible for inclusion under this Agreement depending upon the outcome of the minimum hours calculation. For new hires, the initial determination of minimum hours shall be based upon the contract between the consumer and provider until such time as the second determination date following the provider's date of hire. Whenever the word "Provider" is used in this Agreement, it shall be deemed to mean the Providers covered by the Agreement.

ARTICLE 2 - CONSUMER RIGHTS

The parties reaffirm that Home-base Consumers have the sole and undisputed right to: 1) hire Providers of their choice, with full disclosure of relevant information on Registry referrals; 2) remove Providers from their service at will and for any reason; and 3) determine in advance and under all circumstances who can and cannot enter their home. The parties reiterate their prior acknowledgment that: the persons receiving service each, individually, retain control over the physical conditions at the work location and individually direct the performance of services and that such authority and control on the part of the individual consumers will not be, and is not, diminished in any way by this Agreement, nor by the outcome of any subsequent contractual negotiations between these parties.

2.1 Collaboration With Consumers

One of the express purposes of the WQHCC is to involve Consumers in policy decisions relating to home-base services. SEIU Healthcare, Local 150 is also committed to the improvement of services and supports for Consumers. In order to further that common goal, it is important that Consumers and Providers assist each other in the development and strengthening of organizations that represent their varied interests. To that end, the WQHCC and SEIU Healthcare, Local 150 will work together with Consumers to:

- a. Promote community awareness of home-base services as a program that supports Consumer responsibility and independence by acknowledging their right to choose who will work for them and their right to hire, remove, supervise and provide specialized training and orientation for their chosen Provider.
- b. Strengthen existing community organizations directed by home-base services Consumers by supporting them publicly, assisting them in outreach to home-base services Consumers, and supporting their efforts to raise funds to sustain their activities.
- c. Promote the expansion of the home-base services program in both the number of people served and types and amount of supports and services provided.
- d. Include significant representation by Home Help Consumers on joint SEIU Healthcare, Local 150 and WHQCC committees and task forces that relate to home-base services program.
- e. Reach consensus on methods to increase provider wages and benefits without reducing Consumer benefits or eligibility, inhibiting the ability to increase this workforce or otherwise constricting support for the WQHCC or broader program improvements.

2.2 Confidentiality - Right to Privacy

SEIU Healthcare, Local 150 shall neither seek nor receive information regarding the name, address, phone number, or any other personal information regarding Consumers. SEIU Healthcare, Local 150 representatives and Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information obtained, from whatever source, pertaining to Consumers, unless disclosure is compelled by legal process or otherwise authorized by law.

2.3 Non-Waiver of Consumer Rights

The above enumerations of consumers' rights are not exclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise or non-exercise of rights retained by the consumer shall not be construed to mean that any right of the consumer is waived.

ARTICLE 3 - UNION RIGHTS

3.1 Union Security

Each Provider is entitled to full membership and participation in the SEIU Healthcare Local 150. With dues paying membership in the SEIU, comes the right in keeping with the Constitution and Bylaws of SEIU Healthcare, Local 150 to vote for, and hold elective union office, and to vote on important internal union matters. Providers may elect instead to decline membership in the SEIU and instead pay to the SEIU a uniformly assessed agency fee. Providers shall have the right, pursuant to an internal union procedure, to object to the use of any portion of their union dues for any non-collective bargaining related purposes. Payment of union dues, or of fair share dues, through payroll withholding shall be implemented as a uniform condition of employment.

3.2 Bulletin Boards

The SEIU Healthcare, Local 150 shall be allowed to provide and maintain a bulletin board or share space on an existing bulletin board in an area regularly accessible by represented Providers where space is deemed available by management of the facility. Such space shall not be denied for arbitrary or capricious reasons. 2. The WQHCC shall post a link on the home page of its website for SEIU Healthcare, Local 150 for purposes of providing an electronic bulletin board for represented Providers.

3.3 Orientation

When an orientation is scheduled for Providers, the SEIU Healthcare, Local 150 shall be invited to make a presentation, at a mutually agreeable time, about the organization, representational status, and union benefits and to distribute and collect membership applications.

3.4 Bargaining Unit Information

- a. The WQHCC shall provide by the tenth (10th) calendar day of each month or as needed, SEIU Healthcare, Local 150 shall receive a list of all current Employees' name, address, telephone number, identification number, provider number, hours worked, gross pay, union dues, fairshare payments and other deductions for the previous month's activity. Such information shall be transmitted electronically in a common, commercially available electronic format as agreed to by the SEIU Healthcare, Local 150 and the WQHCC.
- b. The SEIU Healthcare, Local 150 shall provide the WQHCC with a list of the names of authorized SEIU Healthcare, Local 150 representatives and elected officers, and shall update those lists as available.

3.5 Union Dues

- a. Uniform union dues will be deducted from the wages of all Providers who have been compensated in the month and who have not elected to pay fair share dues. Fair share dues shall be deducted and remitted in the same fashion as union dues.
- b. The WQHCC shall not require individual written authorization for the withholding of regular dues, but shall accept individual written authorization for the withholding of fair share dues, submitted in accordance with the uniform rules of SEIU Healthcare, Local 150.
- c. WQHCC shall mail to all new Providers covered by this Agreement a notice advising Providers that there is an Agreement with SEIU Healthcare, Local 150 and that all Providers subject to the Agreement must either join SEIU Healthcare, Local 150 or pay fair share dues to SEIU Healthcare, Local 150. The agreed-upon union membership form will be included. SEIU Healthcare, Local 150 shall approve the content of all such mailings.
- d. Dues and fees shall be remitted to the SEIU Healthcare, Local 150 on or before the 15th of the next month.
- e. Upon receipt from a Provider of an individual written authorization for the SEIU Healthcare, Local 150 Political Action Fund, the WQHCC shall deduct from the wages, due that Provider on a monthly basis, the sum specified in the authorization(s) and remit same to the SEIU Healthcare, Local 150 Political Action Fund on a monthly basis. To be effective, the authorization(s) must be revocable at the Provider's option.
- f. Once funds are remitted to the SEIU Healthcare, Local 150, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the SEIU Healthcare, Local 150, and the WQHCC assumes no further obligation, financial or otherwise, arising out of the provisions of this Article, and the SEIU Healthcare, Local 150 hereby agrees to indemnify and hold the WQHCC harmless from any and all claims, actions, or

proceedings by any Provider or third party or government agency arising in whole or in part from deductions made by the WQHCC hereunder.

- g. The parties may agree to implement additional voluntary payroll withholding programs.

ARTICLE 4 - NO STRIKE/NO LOCKOUT

4.1 During the term of this Agreement, SEIU Healthcare, Local 150, its members and representatives agree not to engage in, authorize, sanction or support any strike, slowdown or other acts of curtailment or work stoppage. During the term of this Agreement, the WQHCC agrees not to cause or initiate any lockout. Both parties, however, recognize the rights of Consumers as outlined in the Consumer's Rights Article.

ARTICLE 5 - DISPUTE RESOLUTION

5.1 Consumer Dissatisfaction or Complaint

Where the Consumer removes a Provider, and if requested by the Provider, the WQHCC shall make reasonable efforts, taking into account WQHCC staffing levels, to ascertain the reason or reasons for such removal. On request, the WQHCC shall, if the Consumer consents, inform the Provider of the reasons for the removal or replacement of the Provider. Where a Provider declines to continue providing services to a particular Consumer, that Consumer may request that the SEIU Healthcare, Local 150 make reasonable efforts to ascertain the reason(s) for the resignation. The SEIU will, if the Provider consents, inform the Consumer of the reason(s) for the resignation. The WQHCC and the SEIU Healthcare, Local 150 agree to establish a method of mediation and conciliation designed to attempt to avoid or resolve conflicts between a Provider and a Consumer.

5.2 Provider Safety or Improper Conduct Complaints

If any Provider notifies WQHCC of any alleged physical harm or threatened physical harm or unlawful harassment on the job, the WQHCC may as appropriate, refer the issue or one or both parties to an appropriate agency and will refer the Provider to SEIU Healthcare, Local 150. The WQHCC and the SEIU Healthcare, Local 150 will follow up with DHFS on the handling of such complaints.

5.3 Contractual Grievances and Enforcement

A grievance shall be defined as a dispute concerning an alleged breach of a specific provision of this Agreement. The mere removal of a Provider from an assignment by the Consumer shall not, in and of itself, be deemed a discharge or suspension, nor will it automatically constitute cause for termination from the Registry and will not be grievable.

Grievances subject to resolution through this Article shall be resolved in accordance with the following procedure:

Step 1 – The Provider or SEIU Healthcare, Local 150 will initiate the grievance by telephone or in writing to the Program Director of WQHCC within twenty one (21) days after the occurrence which gave rise to the grievance, or the date on which the Provider knew or should have known of the same, whichever occurs later. The Program Director of WQHCC shall respond as soon as practicable, but in no event later than twenty one (21) days after presentation of the grievance, and send a copy to the Provider and SEIU Healthcare, Local 150.

Step 2 – If the matter is not resolved in Step 1, the SEIU Healthcare, Local 150 may present it to a joint labor-management committee made up of three (3) representatives of SEIU Healthcare, Local 150 and four (4) representatives of WQHCC. WQHCC shall designate one (1) of its representatives on the committee as chair of the committee and the chair shall not vote on any grievance presented to the committee except in cases of a tie.

Step 3 – If the grievance is not resolved at Step 2, as soon as practicable, but in no event later than twenty-one (21) days from the date the SEIU Healthcare, Local 150 receives a copy of the Step 2 decision SEIU Healthcare, Local 150 may request that the matter be submitted for mediation. If SEIU Healthcare, Local 150 requests submission for mediation, the parties shall jointly request the assistance of FMCS, Madison office, in the mediation process. All mediation proceedings shall be conducted in accordance with FMCS rules and shall not be recorded.

Step 4 – If the grievance is not resolved at Step 3, as soon as practicable, but in no event later than twenty-one (21) days from the date of the unsuccessful mediation in Step 3, SEIU Healthcare, Local 150 may request that the matter be submitted for final and binding arbitration pursuant to Wis. Stat. § 111.70.

Notwithstanding the foregoing, a grievance that affects a substantial number of Providers may be presented initially by SEIU Healthcare, Local 150 at Step 2 of the grievance procedure.

The Arbitrator's authority shall be limited to the interpretation and application of the express terms of this Agreement. The Arbitrator shall not have the authority to add or subtract from, or amend or modify this Agreement.

The parties shall each select three (3) arbitrators from Wisconsin Employment Relations Commission staff. If both parties propose the same arbitrator, that person will be the arbitrator; otherwise five (5) names will be drawn from the list of six (6) arbitrators. The parties shall then proceed to alternately strike names from that panel until an arbitrator is selected. The striking order shall be determined by a coin toss. The arbitrator shall make a decision on the grievance which shall be final and binding on both parties.

The cost of the arbitrator shall be shared equally by SEIU Healthcare, Local 150 and WQHCC.

ARTICLE 6 - NO DISCRIMINATION

6.1 Neither SEIU Healthcare, Local 150 nor the WQHCC, pursuant to the requirements and authorities set forth in the Intergovernmental Agreement, shall discriminate against or in favor of any Provider on account of race, color, creed, national origin, political or religious belief or activity, sex, age, disability, height, weight, marital status, sexual orientation, citizenship status, Union activity protected under the Wisconsin Employment Relations Act, or on any other basis prohibited by applicable law. This Article shall not be construed as otherwise limiting or impeding the right of consumers and prospective consumers to select, hire, supervise the work of, and remove any Provider. Nor shall it be interpreted so as to prevent the referral registry operated by the WQHCC from making referrals on the basis of bona fide job-related skills (e.g. language fluency or the physical ability to lift and transfer a consumer) or legitimate consumer preferences such as gender.

ARTICLE 7 - REFERRAL REGISTRY

7.1 The WQHCC and the SEIU Healthcare, Local 150 agree that maintenance of a central referral registry is an appropriate mechanism for facilitating the placement of appropriate and available Providers with Consumers requiring services.

7.2 Maintenance of the Registry

The parties agree to cooperate on maintaining a single central registry for use by Providers and Consumers. Both Providers and Consumers will be encouraged to utilize the Registry.

7.3 Use of the Registry

The Registry will be designed to facilitate use by individuals of varying skill and accessibility levels. Uniform rules controlling placement of Providers on the Registry, and use of the registry by Consumers, will be developed and amended as needed by the parties. The Registry will be covered by the contractual non-discrimination obligations. The parties will endeavor to discourage any form of discrimination. The Registry will be designed to facilitate match-ups of Providers and Consumers based on a broad range of factors, including such issues as language preference/fluency, geographic locale, types of services required, types of specialized training if any required, hours of service, smoking preferences, and prior experience with successful or failed match-ups involving particular Consumers and Providers, etc.

7.4 Criminal Background Checks

Placement on the Registry require a criminal and/or other background check to be conducted at no cost to individual Providers. Reasonable rules regarding disclosure and or disqualification based on such background checks shall be jointly developed by the WQHCC and the SEIU Healthcare, Local 150, by the Registry Committee. Individual disputes regarding background checks will be subject to the grievance procedure. In no event shall rules and policies

concerning background checks be less stringent than that required by applicable state and/or federal law.

7.5 Probationary Period

All current Providers will be presumed eligible to continue with their existing placement and presumed eligible to continued listing on the Registry. New Providers will be considered as 'probationary' until they have satisfactorily completed at least 120 hours of service for one or more Consumers. Non-Probationary Providers will have the right to continued listing on the Registry, absent just cause for termination. Probationary employees may be terminated from the Registry at the sole and absolute discretion of WQHCC.

7.6 Seniority

The WQHCC and the SEIU Healthcare, Local 150 recognize that both experience and continuity of service are valuable assets, and to encourage continued participation by Providers, seniority will be recognized. All current Providers will have the same initial seniority date and will accrue additional seniority based on months of service. The goal of the Registry is to identify, if possible, the 'best match' between a Consumer and prospective Provider. The names of the three most senior comparably qualified 'best match' Providers will be given to interested Consumers.

7.7 Termination from Registry

Providers may be terminated from the Registry, on a temporary or permanent basis, for cause and subject to the grievance procedure.

7.8 Registry Advisory Committee

A six-member Registry Advisory Committee ("the Registry Committee") shall be formed for the purpose of jointly reviewing and discussing the Registry's ongoing referral process and related policies and procedures, background checks policies and procedures, and offering advice and recommendations to the WQHCC as to potential improvements in such matters. The WQHCC and the SEIU Healthcare, Local 150 shall each appoint three (3) members of the Registry Committee, and the members shall serve at the pleasure of their respective appointing organizations. The person serving as Chair of the Registry Committee shall rotate from meeting to meeting between the WQHCC and the SEIU Healthcare, Local 150.

The Registry Advisory Committee shall meet at WQHCC headquarters unless mutually agreed otherwise on a quarterly basis, and submit its advice and recommendations to SEIU Healthcare, Local 150 and WQHCC in writing.

To assist the Registry Advisory Committee's activities, the WQHCC and the SEIU Healthcare, Local 150 will provide to the Registry Advisory Committee data with respect to the monthly volume of Provider and Consumer participants and additional appropriate data as requested by

the committee. The Registry Advisory Committee will also be provided copies of the registry operating documents (rules, written procedures, enrollment packets and standard forms), in order to facilitate Committee discussion of "best practices."

The parties shall be solely responsible for determining reimbursement, if any, of expenses of their respective representatives and/or resource persons attending meetings of the Registry Advisory Committee.

ARTICLE 8 - TRAINING

8.1 Training Opportunities

Federal, state and/or local law establishes minimum training requirements for waiver-based services. The Commission has not established separate mandated training requirements for Home-base service providers at the time of the signing of this contract. SEIU Healthcare, Local 150 and the WQHCC shall establish a Joint Training Committee with equal numbers of representatives of SEIU Healthcare, Local 150 and the WQHCC.

8.2 Goals of the Joint Training Committee

The goals of the Joint Training Committee are to provide opportunities for Providers to develop new skills, upgrade current skills, and feel more comfortable providing a wide variety of supports and services for consumers. Nothing the Joint Training Committee would do would prohibit or limit the right of Consumers to provide specialized training or orientation to their provider(s).

8.3 Duties of the Joint Training Committee

The objective of this Committee shall be to develop and/or review training programs and opportunities for individual providers and make recommendations to the WQHCC Board to pursue getting funding for the training or to use existing funds when available to stipend Providers who attend the training. The Committee shall also stay abreast of current federal, state and/or local training requirements and advise WQHCC, from time to time, on any developments or issues related to such training.

8.4 Expenses

The parties shall be solely responsible for determining reimbursement, if any, of expenses of their respective representatives and/or resource persons attending meetings of the Joint Training Committee.

ARTICLE 9 - TERM AND SCOPE OF AGREEMENT/SEVERABILITY/SUCCESSORS

9.1 The provisions of this Contract, and any executed Letters of Understanding, shall supersede all prior agreements and constitute the sole source of any rights which may be asserted under this Agreement. During the term of this contract the parties will not be obligated to bargain over any matter not specifically referred to or covered by this Contract, even though such matter may not have been considered by either party at the time they negotiated or signed this Contract.

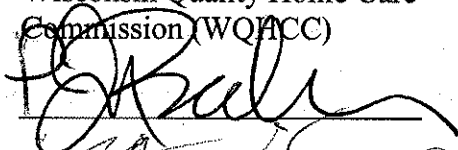
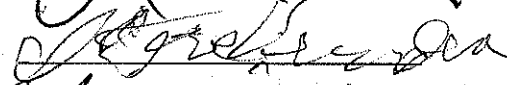
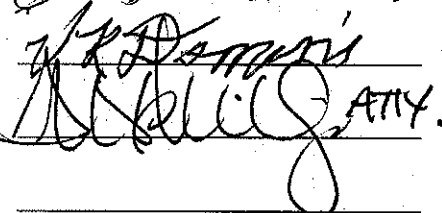
This Agreement shall become effective on 3/16/09, and shall expire 3/10/11, with an annual economic reopener for wages and benefits or sooner upon mutual agreement of the parties.

In the event that any provision of this Contract is at any time declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intent of the Parties that all other provisions, not so affected, shall remain in full force and effect. The invalidated provision shall be subject to renegotiation by the Parties within 45 days of either party's request.

In the event of the passage of a new federal or state law or regulation having the force or effect of law, each party may notify the other and request a meeting to discuss the impact of statutory or regulatory change upon terms of this contract. In the event the parties agree the contract is impacted by the statutory or regulatory change, the parties may renegotiate the affected provisions of the contract within 45 days of either party's request.

This Agreement shall be binding upon, and inure to the benefit of, the parties successors and assigns.

Wisconsin Quality Home Care
Commission (WQHCC)

Service Employees International Union
Healthcare (SEIU), Local 150

