Collective Bargaining Agreement

between
SEIU Healthcare 775NW
and
Avamere Georgian House of Lakewood

Effective September 1, 2013 to August 31, 2015
PREAMBLE ...................................................................................................................................... 4
ARTICLE 1 RECOGNITION ................................................................................................................. 5
ARTICLE 2 LABOR MANAGEMENT COMMITTEE ................................................................................ 5
ARTICLE 3 MANAGEMENT RIGHTS ................................................................................................... 6
ARTICLE 4 UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES ......................... 6
ARTICLE 5 UNION VISITATION ......................................................................................................... 7
ARTICLE 6 UNION RIGHTS ................................................................................................................ 8
   Section 6.1 Advocates .............................................................................................................................. 8
   Section 6.2 Access to New Employee Orientations .................................................................................... 9
   Section 6.3 Personnel File ........................................................................................................................... 9
      6.3.1 Employee Signatures ............................................................................................................................... 9
      6.3.2 Employee Statements ............................................................................................................................ 10
   Section 6.4 Volunteer Union Activities .................................................................................................... 10
   Section 6.5 All Staff Meetings ................................................................................................................. 10
   Section 6.6 Bulletin Board....................................................................................................................... 10
   Section 6.7 Advocate Training ................................................................................................................. 10
ARTICLE 7 VACANCIES and Shift assignments ................................................................................. 10
   Section 7.1 Vacancies ............................................................................................................................. 11
ARTICLE 8 NO DISCRIMINATION .................................................................................................... 11
   Section 8.1 General provisions ................................................................................................................ 11
   Section 8.2 Gendered Language .............................................................................................................. 11
   Section 8.3 Privacy Rights and the Department of Homeland Security (D.H.S.) ......................................... 11
ARTICLE 9 PROBATIONARY PERIOD ............................................................................................... 12
ARTICLE 10 CATEGORIES OF EMPLOYEES ....................................................................................... 12
ARTICLE 11 DISCHARGE, DISCIPLINE OR SUSPENSION and Just Cause ............................................. 13
ARTICLE 12 SENIORITY ................................................................................................................... 14
ARTICLE 13 HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS,
   AND PAY DAYS ...................................................................................................................................... 15
   Section 13.1 Normal Work Week ............................................................................................................ 15
   Section 13.2 Overtime ............................................................................................................................ 15
   Section 13.3 Work Schedules .................................................................................................................. 15
      13.3.1 General Scheduling ............................................................................................................................... 15
      13.3.2 Additional Hours .................................................................................................................................. 16
   Section 13.4 Reduction of Hours ............................................................................................................. 16
   Section 13.5 Meal and Rest Periods ........................................................................................................ 17
   Section 13.6 Pay Periods and Pay Days ................................................................................................. 17
ARTICLE 14 Layoff and Recall

Section 14.1 Layoff

Section 14.2 Bumping

Section 14.3 Recall

ARTICLE 15 ECONOMICS

ARTICLE 16 HIRING RATES AND WAGES

Section 16.1 Wage Increases

16.1.1 September 1, 2013

16.1.2 September 1, 2014

Section 16.2 Subsequent Wage Increases

Section 16.3 Wage Scale

Section 16.4 Incentives and Bonuses

Section 16.5 Extra Shift Incentive Bonus

ARTICLE 17- PAID TIME OFF

Section 17.1 PTO Accrual

Section 17.2 PTO Accrual Caps

Section 17.3 PTO Cap Process

Section 17.4 PTO Request Approval Process

Section 17.5 PTO and Termination of Employment

Section 17.6 PTO Use for Illness

Section 17.7 PTO Based on Regular Pay Rate

Section 17.8 Calling Out Sick

Section 17.9 Leaving Work Early Due to Illness

Article 18. Holidays

ARTICLE 19 UNION LEAVE

Section 19.1 Extended Union Leave

Section 19.2 Short Union Leave (Unpaid)

Section 19.3 Short Union Leave (Paid)

ARTICLE 20 INSURED BENEFITS

ARTICLE 21 RETIREMENT/401(K) PLAN

ARTICLE 22 LEAVES OF ABSENCE

Section 22.1 Family Medical Leave

22.1.1 Eligibility

22.1.2 Serious Health Condition

22.1.3 Submitting Family Medical Leave Request

22.1.4 Returning from Family Medical Leave

22.1.5 Benefit Continuation

Section 22.2 Personal Leave

Section 22.3 Military Leave
Section 22.4 Military Caregiver Leave

Section 22.5 Military Spouse Leave

Section 22.6 Domestic Violence/Sexual Abuse/Stalking Leave

ARTICLE 23 BEREAVEMENT LEAVE

ARTICLE 24 JURY DUTY PAY

ARTICLE 25 NO-STRIKE CLAUSE

Section 25.1 During Term

Section 25.2 Upon Term Expiration

ARTICLE 26 GRIEVANCE PROCEDURE

Section 26.1 Grievance Process

Section 26.2 Grievance Steps

Section 26.3 Arbitration Procedure

SECTION 26.5 Electronic Communications

ARTICLE 27 SEPARABILITY

ARTICLE 28 NOTICE OF SALE

ARTICLE 29 Subcontracting

ARTICLE 30 SINGLE BARGAINING UNIT

ARTICLE 31 COLLECTIVE BARGAINING AGREEMENT TRAINING

ARTICLE 32 TERM OF AGREEMENT AND REOPENER

For SEIU Healthcare 775NW:

For Avamere Tacoma Georgian House of Lakewood:

APPENDIX A: ATTENDANCE POLICY

ABSENCES

NO CALL/NO SHOW:

LATENESS:
PREAMBLE

This Agreement is made and entered into this 1st day of September 2013, by and between Avamere Tacoma Georgian House of Lakewood (the “Employer”) and Service Employees International Union Healthcare 775NW, (the “Union”), acting on behalf of the Bargaining Unit Employees of the Employer as defined in the recognition clause (the "Bargaining Unit Employees"). The Agreement has been executed October 1, 2013 and the Effective Date shall be September 1, 2013.

WHEREAS, the purpose of this Agreement is to:

A. Promote harmonious relations between the Employer and its union caregivers;

B. To secure efficient operations;

C. To establish standards of wages, hours and other working conditions for

   i. Bargaining Unit Employees;

D. To ensure that the Employer earns a sufficient return to enable it to:

   i. employs the union caregivers and other employees;

   ii. provide the residents it cares for the quality of life and living environment that they deserve; and,

   iii. better enable the Employer and the caregivers to accomplish our Mission Statement: To Enhance the Life of Every Person We Serve;

WHEREAS, the Employer recognizes the Union as the sole collective bargaining representative for the Bargaining Unit Employees covered by this Agreement, as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:
ARTICLE 1 RECOGNITION

The Union and the separate employers, Avamere Tacoma Rehabilitation and Specialty Care and Avamere Georgian House, which all parties agree are separate employers, each agree to associate with the other for the purpose of recognizing the Union as the exclusive bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining for the classification identified in each employer’s respective collective bargaining agreements.

This Agreement is between Avamere Georgian House of Lakewood, Inc. (hereafter referred to as the “Operator”) and SEIU Healthcare 775NW (hereafter referred to as the “Union”).

The Operator recognizes the Union as the exclusive collective bargaining representative for Certified Nurse Assistants (Aides and Orderlies), Restorative Aides, Housekeepers, Activity Assistants, Laundry Aides, Floor Care Technicians, Cooks and Dietary Aides at the following location:

Avamere Georgian House of Lakewood and
8407 Steilacoom Bvld Tacoma, WA 98498

When the Employer hires a new Bargaining Unit Employee, it shall advise that employee in writing, that there is an Agreement with the Union. This notice shall quote the union security and check-off provisions of this Agreement and shall be in the form of Exhibit A to this Agreement.

ARTICLE 2 LABOR MANAGEMENT COMMITTEE

The Operator and the Union agree to work together for the mutual benefit of the workers, the residents, the Operator and the Union.

The Operator and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of three (3) members chosen by the Union, of which at least two members shall be bargaining unit employees and three (3) members of management. The committee will meet quarterly, or as often as needed, to discuss issues, concerns, suggestions and ideas related to the facility, the workers and the residents and to promote better understanding between the Union, the Operator and the residents. This committee will also advise facility management on recruitment and retention issues. Minutes of the meetings will be posted within the facility. This Committee will have no authority to modify or interpret the collective bargaining agreement.

The Operator and the Union further agree to establish a Washington Master Agreement Labor Management Cooperation Committee specific to the Operator on a statewide basis. This committee will be composed of appropriate workers of Operator, such as Facility Administrators, Regional Managers, Vice President of Labor Relations, and/or Human Resource Directors. The committee will also be composed of appropriate members of the Union, such as Union Representatives, shop stewards, and/or the Local President (or his/her designee). This committee will meet on a quarterly basis, or as often as needed, but will not require Operator-paid travel by committee members. The
regional committee will discuss joint training initiatives, joint safety initiatives, joint public relation initiatives, and other issues of mutual benefit. Minutes of the meetings will be posted in all facilities.

Nothing in this section shall limit the Operator’s sole and exclusive right to manage the facility.

**ARTICLE 3 MANAGEMENT RIGHTS**

A. Except as otherwise specifically provided in this contract, the management and operation of the nursing home, the control of the premises and the direction of the work force are vested with the Employer.

B. The right to manage includes, but is not limited to, the right to hire, assign, transfer, suspend, discharge and discipline Bargaining Unit Employees for just cause; select and determine the number of its Bargaining Unit Employees, including the numbers assigned to any particular work; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part, at any time; determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale, in whole or in part, at any time; determine the work duties of Bargaining Unit Employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and actions of Bargaining Unit Employees during working hours; select supervisory Bargaining Unit Employees; train Bargaining Unit Employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the working force; establish, change, combine or abolish job classifications and transfer Bargaining Unit Employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the Bargaining Unit Employees, and in all respect carry out, in addition, the ordinary and customary functions of management.

The provisions of this Agreement do not prohibit the Operator from directing any person not covered by this Agreement from performing any task. The Operator, therefore, has the right to schedule its management and supervisory personnel at any time. The selection of supervisory personnel shall be the sole responsibility of the Operator and shall not be subject to the grievance and arbitration provisions of this Agreement.

None of these rights shall be exercised in an arbitrary or capricious manner.

**ARTICLE 4 UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

Not later than (for persons hired after this agreement becomes effective) thirty (30) days after their hire date or (for those employed at the effective date of this Agreement) the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every worker subject to the
terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership, or, if the worker objects to the payment of that agency fee, such worker shall, as a condition of employment, pay that portion of the agency fee that is related to the Union’s representation costs. The Operator shall include a membership card in each new employee’s new hire paper work and collect the same providing the original to the union and retaining a copy for its records.

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Operator agrees to deduct the Union dues and initiation fees, and remit it to the office of the Union not later than the 30th day of the month following the month in which the dues were deducted.

The Union shall indemnify and hold harmless the Operator with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Operator’s deducting and remitting of Union dues. Once every month, the Operator shall inform the Union of new hires and terminated employees in the classifications listed herein in Article 1 Recognition.

The Operator will honor written assignment of wages to the Union for the payment of voluntary contributions to the Union’s Committee on Political Education (COPE) Fund. The Operator will remit such contributions to the Union in accordance with the procedure set forth in this section.

The Operator shall supply to the Union a list of all employees covered by this Agreement on a monthly basis. The list shall include the name, address, phone number, Social Security number, gender, date of birth, cell phone number, shift, email address (if any)-date of hire, rate of pay, job class, FTE status, hours worked, gross earnings in the pay period, earnings amounts by hourly wages, shift differential, and any other differentials that may apply, as well as, the amount of dues, fees or COPE contributions deducted from each employee’s pay. Additionally, the Operator shall also furnish the Union each month with a list of employees identifying bargaining unit status changes for each employee since the last report (i.e. on leave of absence, new hire, transfer into bargaining unit, terminated, or transfer out of the bargaining unit), inclusive of the employee’s names, social security number, past status, new status and the effective dates of the actions. The Employer shall provide these lists in any commonly available electronic format.

ARTICLE 5 UNION VISITATION

Official representatives of the Union will be permitted to visit the premises of the Operator for the purpose of ascertaining that the provisions of this Agreement are being observed and/or conferring with workers covered by this Agreement during their non-work time and in break areas and non-work areas. Such visits shall not interfere with the operation of the nursing home or the performance of the workers’ duties and the Union Representatives shall inform the Administrator or Director of Nursing of his/her visits prior to entering the nursing home’s premises.
The Union will furnish in writing the name of the authorized representatives, and the Operator is obliged only for admission of such authorized representative. The Union will provide one (1) days notice whenever possible. Operators shall not unreasonably deny access to employee break areas during all working hours for above-stated reasons.

ARTICLE 6 UNION RIGHTS

SECTION 6.1 ADVOCATES

The Union shall designate up to two worker representatives per work shift as advocates. The advocate position is the worker representative position responsible for handling grievances and disciplinary issues with the Employer. Immediately following designation of said advocate(s), the Union shall confirm this appointment by written notice to the Operator. The activities of an advocate shall not interfere with the performance of his/her work or the work of other workers of the Operator. Any time spent by an advocate on Union matters or acting in his/her capacity will not be compensated by Operator, except for time spent investigating, presenting grievances, representing employees and attending meetings called by the Operator. Advocates will not be compensated by the Operator for time spent in adjusting grievances beyond that which is reasonable. In no case will the Operator be required to pay for time spent adjusting grievances to the extent such time would result in overtime. Under no circumstances shall the Operator be required to pay more than one (1) advocate for attendance at a grievance meeting, unless the second advocate is training the first advocate.

An advocate may not communicate with workers, the Union, or representatives of the Operator concerning Union business on working time without first obtaining the permission of his/her immediate supervisor or other representative of the Operator. Such permission shall not be unreasonably denied.

An advocate shall not direct any worker how to perform or not to perform his/her work in his/her role as advocate, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Operator or any other worker.

An advocate may not communicate with the Union office by telephone during working time without first obtaining the permission of his/her immediate supervisor or other representative of the Operator. Such permission shall not be unreasonably denied.

The Union office may communicate with an advocate during working hours by telephoning the steward's immediate supervisor or department manager. Such calls to an advocate shall be limited to two (2) calls per day of ten (10) minutes in duration.

Any notification by the Operator to the Union shall be in writing delivered to the Union at its offices with a copy to an advocate designated by the Union.
SECTION 6.2 ACCESS TO NEW EMPLOYEE ORIENTATIONS

A worker representative will be allowed up to thirty (30) minutes after the Operator orientation to meet with the group of new bargaining unit workers who have completed the facility orientation provided by the Operator. The union staff and the designated advocate shall be afforded at least ten (10) days notice of orientation. The worker representative will obtain prior supervisory approval before he/she will be released to participate in this meeting.

The Employer and the Union will establish and set a time and date each month (the last Friday of each month, for example) when the Union Representative and/or Worker Advocate will be allowed to meet for thirty (30) minutes with all bargaining unit employees hired since the previous meeting. All attendees will be paid for their time at the meeting, except those who have previously received the Union portion of the orientation at the Facility New Employee Orientation. If an employee is unable to attend this meeting the Union Representative or the Worker Advocate will be allowed to meet with them on the clock at for thirty (30) minutes to conduct an orientation.

SECTION 6.3 PERSONNEL FILE

The Operator shall maintain one (1) official personnel file for each employee, located at the primary administrative office for the worksite. Upon reasonable notice, an employee may inspect the records in his/her personnel file within five (5) days of his/her request. With the employee's authorization, his/her advocate and/or a Union field representative may inspect the employee's official personnel file.

6.3.1 Employee Signatures

No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign material to be placed in his/her official personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that management has discussed and given a copy of this material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available within two (2) working days or refuses to sign the material, the Operator may place the material in the file.
6.3.2 Employee Statements

Employees shall be entitled to place copies of any written explanation(s) or opinion(s) regarding any critical material placed in his/her personnel file. The employee's explanation or opinion shall be attached to the relevant critical material and shall be included as part of the employee's personnel file so long as the critical material remains in the file.

SECTION 6.4 VOLUNTEER UNION ACTIVITIES

For employee activity under this Article, including collective bargaining with the Employer that does not fall under paid time, employees will be able to utilize earned paid time off. Under no circumstance will employees have a reduction of status or lose health care benefits for employee activity under this Article.

SECTION 6.5 ALL STAFF MEETINGS

When the Employer holds it’s regularly scheduled All Staff Meetings at the facility, a Union Representative and/or Union Steward shall be given the opportunity to address the Bargaining Unit for five (5) minutes.

SECTION 6.6 BULLETIN BOARD

The Operator shall allow the Union to provide a bulletin board no larger than three (3) feet by four (4) feet that shall be used for the purpose of posting proper Union notices. The Union agrees that the Operator shall be provided with a copy of all notices prior to posting. The Union further agrees not to post or distribute any material, which comments in any way upon Operator or non-bargaining unit employees or is false or derogatory of the Operator, its services or supervisors, or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

SECTION 6.7 ADVOCATE TRAINING

The Employer shall grant a pool of at least twenty four (24) hours paid release time per year for advocate training.

ARTICLE 7 VACANCIES AND SHIFT ASSIGNMENTS

Employees shall work in the job classifications and on the shifts for which they were hired or onto which they transferred in accordance with the terms of this Agreement unless the employee agrees to a temporary assignment change. This does not apply to section assignment changes.
**SECTION 7.1 VACANCIES**

A vacancy is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Operator determines to fill. The Operator reserves the exclusive right to determine if a vacancy exists. Positions shall be posted for five (5) days for bid. The qualified worker with the most seniority (as defined in Article 12 Seniority) shall be offered the position. Should the senior employee decline the position, the operator shall proceed through the list of qualified applicants in order of seniority until the position is filled. In the event that no applicant is qualified, or if no applicant accepts the offered position, then the Operator may fill the position as the Operator deems appropriate. This includes filling the position from outside of the bargaining unit.

**ARTICLE 8 NO DISCRIMINATION**

**SECTION 8.1 GENERAL PROVISIONS**

No worker covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Operator nor the Union shall unlawfully discriminate for or against any worker or applicant covered by this Agreement on account of race, color, religion, creed, national origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act as amended), sexual orientation, gender identity, gender expression, gender, age, marital status, veteran’s status (as defined by USERRA) or any protected class protected by law.

**SECTION 8.2 GENDERED LANGUAGE**

Wherever the masculine provision is used in this Agreement, it is understood that it applies to the feminine as well.

**SECTION 8.3 PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY (D.H.S.)**

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Operator is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

To the extent permitted by law, the Operator shall notify the Union as quickly as possible, if any D.H.S. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Operator shall notify the Union immediately upon receiving notice from the D.H.S., or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying workers with documentation or social security problems.
To the extent permitted by law, the Operator shall not infringe the privacy rights of workers, without their express consent, by revealing to the D.H.S. any worker’s name, address or other similar information. To the extent permitted by law, the Operator shall notify the affected worker and the Union in the event it furnished such information to the D.H.S.

To the extent permitted by law, the Operator may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Operator Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Operator’s sole discretion.

To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Operator’s right to terminate a worker who falsifies other types of records or documents.

A worker may not be discharged or otherwise disciplined because:

1. The worker (hired on or before November 6, 1986) has been working under a name or social security number other than their own;

2. The worker (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number;

3. The worker (hired on or before November 6, 1986) fails or refuses to provide to the Operator additional proof of his/her immigration status.

ARTICLE 9 PROBATIONARY PERIOD

All workers covered by this Agreement who are hired into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Operator shall be subject to a probationary period of ninety (90) days. The Operator in its sole discretion may elect to extend this probationary period for up to an additional ninety (90) days. Such extension must be presented to the worker and the Union in writing. Seniority shall not accrue to workers during their probationary period. However, upon successful completion of said probationary period, all workers shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

Probationary employees may be terminated during their probationary period at the discretion of the Operator without recourse to the Grievance and Arbitration Procedure.

ARTICLE 10 CATEGORIES OF EMPLOYEES

A regular full-time employee is one who is regularly scheduled to work or normally works a minimum of thirty (30) or more hours a week. After completing the probationary period, regular full-time
employees are eligible for benefits as specified in this contract or as otherwise specified in the Operator’s Employee Handbook.

A regular part-time employee is one who is regularly scheduled to work or normally works less than thirty (30) hours per week. After completing the probationary period, regular part-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Operator’s Employee Handbook.

A casual, on-call or per diem employee is one with no regular schedule, but who works intermittently as required and depending on the availability of work. Casual, on-call or per diem employees are not eligible for any benefits.

A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not eligible for any benefits.

ARTICLE 11 DISCHARGE, DISCIPLINE OR SUSPENSION AND JUST CAUSE

The Operator shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline a worker for just cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Operator’s Employee Handbook. Offenses warranting immediate terminations shall include but not be limited to repeated action or inaction that is abuse or neglect. A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit Employee’s action or inaction is defined as such. Information requested by the Union on behalf of an Employee grievance which involves direct patient information cannot be released without the express approval by the resident. Any probationary employee may be discharged or disciplined by the Operator in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

Employees shall be notified of their right to request union representation at the beginning of any disciplinary meeting or disciplinary investigation. Employees and the Union Field Representative or advocate will be provided with a copy of any written notice of disciplinary action. Copies of all written discipline shall be provided to the designated advocate and designated union representative within ninety-six (96) hours.

A record of disciplinary action shall be removed from an employee’s personnel file eighteen (18) months after it was issued, except that if an Bargaining Unit Employee receives a related discipline during the eighteen (18) month period, the original discipline will remain in his or her file until eighteen (18) months have elapsed during which the Bargaining Unit Employee received no related discipline. This provision shall not apply to disciplines issued for resident abuse, resident neglect, sexual or racial harassment,

The Advocate and/or a union representative may meet and discuss any disciplinary action of a Union member with Operator. Arbitration shall apply only to final warnings, suspensions or discharge.
ARTICLE 12 SENIORITY

Seniority shall be defined as the worker’s length of continuous service with the Operator in the bargaining unit commencing with the date and hour on which the worker first began work in a bargaining unit position.

Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the worker’s seniority shall be retroactive to their first day of work in the bargaining unit position, and shall accrue during his/her continuous employment with the Operator within the bargaining unit covered by this Agreement.

Seniority shall accrue and not be lost during a worker’s paid time off (PTO), union leave and during any paid leave of absence.

A worker shall not accrue seniority while on Layoff or on an unpaid leave of absence.

A worker shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

A. Voluntary quit;
B. Discharge;
C. Failure to report to work after a Layoff, within three (3) days after receipt of written notice of recall sent by the Operator to the worker at his/her last address of record on file with the Operator or ten (10) days after written notice of recall is sent to the address that was last provided by the worker;
D. Layoff which either extends (a) in excess of twenty-four (24) consecutive months, or (b) for the period of the worker’s length of service, whichever is less;
E. Absence from work without notifying the Operator;
F. Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement;
G. Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Operator.

A worker whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if the Operator again employs him or her. The failure of the Operator to rehire said worker after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.
ARTICLE 13 HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

SECTION 13.1 NORMAL WORK WEEK

The work week shall be Sunday at 12 AM through Saturday at 11:59 PM. The normal workweek shall be no more than forty (40) hours per week. If the Operator operates the nursing home(s) covered by this Agreement on an eight (8) and eighty (80) schedule it may continue that schedule. Consistent with applicable law, the Operator may institute twelve (12) hour shifts with overtime after forty (40) hours per week. Changes in the scheduling or alternative shifts shall be bargained with the union.

The recitation of a normal workweek or workday shall not imply a guarantee of any number of hours in a workweek or a workday.

SECTION 13.2 OVERTIME

Overtime shall be paid for all hours worked in excess of forty (40) in one week in accordance federal and state law. The Operator may schedule mandatory overtime to meet the needs of the business, provided the Operator has asked qualified Employees to volunteer the stay past the end of the scheduled shift, and unless an employee cannot work overtime due to reasonable extenuating circumstances, e.g. weather, childcare requirements. No overtime shall be worked unless approved in advance.

SECTION 13.3 WORK SCHEDULES

13.3.1 General Scheduling

The Operator shall fix the hours of work. A supervisor shall assign workers specific starting and ending times and schedule meal and rest periods.

Employee work schedules, inclusive of training schedules, shall be posted as early as practicable but no later than, seven (7) days prior to the first workday on the schedule.

Once work schedules are posted, the Employer must give Bargaining Unit Employees fourteen (14) days notice if changes are to be made to the schedule, unless affected Bargaining Unit Employees approve changes. This Section does not apply where:

A. Additions to hours are necessary pursuant to Section 13.32 of this Article, or

B. Reductions in hours are necessary pursuant Section 13.4 Reduction of Hours
When an employee requests an absence at least 24 hours in advance and that absence is approved by the DNS or Administrator, that absence that absence will not be considered cause for counseling or other disciplinary action.

When an employee is absent or has to leave work due to a physician documented illness or family emergency, that absence will not be considered cause for disciplinary action, provided that employee has three (3) or fewer absences in the previous twelve (12) months.

If a worker wishes to change a scheduled day with another worker, both must sign a written request, and it must be approved by their supervisor. No such changes will be approved if they result in overtime.

If a Bargaining Unit Employee who reports to work when on the posted schedule is not needed by the facility, he or she will receive work and/or pay for two (2) hours of his or her shift.

13.3.2 Additional Hours

The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned to the competing Bargaining Unit Employees in rotating order of Seniority (once a Bargaining Unit Employee has received a shift in this manner in a given month, then that Bargaining Unit Employee shall go to the bottom of the list for receiving such assignments in all months.). If no Bargaining Unit Employee signs up for the shifts at least two (2) days prior to the shift, then the Employer may assign those shifts through the method below.

Extra shifts that are not filled at least two (2) days before the shift will be filled pursuant to this Section. Employer will fill extra shifts (extra or additional shift shall be defined as any work time beyond a Bargaining Unit Employee’s regularly scheduled shift) that become available on an occasional basis as a result of short-term needs or Bargaining Unit Employees’ last minute or temporary absences in the following manner:

Such shifts shall first be offered to Bargaining Unit Employees in rotating Seniority order, with the following consideration - the Employer will make all reasonable efforts to follow Seniority, but may offer the shift to on-duty Bargaining Unit Employees before calling off-duty employees at home. The Employer will maintain a log (available upon request) documenting its efforts to contact off-duty Bargaining Unit Employees.

Temporary changes to the posted schedule may be made by the Operator upon seven (7) days notice to the employees to meet the needs of the business, including the right to send workers home after the start of their shift. Employees will not be rescheduled from their regular shifts to avoid paying overtime.

SECTION 13.4 REDUCTION OF HOURS

During temporary periods of low census, the Operator shall reduce hours in the following manner:
The Operator may eliminate full shifts. The Operator may also shorten the length of the work shift of one or more Employees per department, per shift.

The Operator shall first cancel the shifts of contract agency workers, workers from other facilities and temporary workers.

The Operator shall then ask for volunteers who wish to reduce their hours. Requests for volunteers shall be rotated among the staff on the affected shift with the most senior employee asked first. An employee who volunteers to take a low census day goes to the bottom of the list. Nothing herein shall limit the number of low census days and employee may accept as a volunteer.

If there are no volunteers, and the Operator is going to cancel a full shift or reduce hours, it will then cancel the shift or reduce the hours of employees on extra shifts in order of Seniority. If there is still a need to reduce hours, it will cancel shifts or reduce hours in rotating seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift. Assignments of low census days shall be rotated among the staff on affected shift(s), so that no employee on a shift shall be required to take a subsequent low census day until all employees available on the shift that day have taken a low census day.

When the Operator has prior notice of a low census situation, the Operator shall notify affected employees at least two (2) hours in advance of their scheduled shift. Any employee who is designated by the Operator to take a low census day off after reporting for work shall receive a minimum of two (2) hours pay for that day.

A Reduction in Hours shall not be considered a Layoff as defined in this Agreement.

**SECTION 13.5 MEAL AND REST PERIODS**

The Operator will provide workers who work a full shift with a half-hour unpaid meal period.

The Operator will provide a fifteen (15) minute rest period during each four (4) hour half shift.

**SECTION 13.6 PAY PERIODS AND PAY DAYS**

Pay periods and paydays shall be as outlined in the Operator’s Policies. Paychecks shall be distributed twice per month.

**ARTICLE 14 LAYOFF AND RECALL**

**SECTION 14.1 LAYOFF**

In the event the Operator finds it necessary and desires to reduce its staff by laying off workers, it shall notify the Union as expeditiously as possible of its intention, and shall inform the Union of the
names of the workers who have been or who are to be laid off, as well as the effective date of the layoff.

In cases of layoff, probationary employees shall be laid off first without regard to their individual periods of employment. If layoffs remain necessary among the remaining workers, the worker with the least seniority shall be laid off.

**SECTION 14.2 BUMPING**

A Bargaining Unit Employee whose hours are being cut or who is being laid off may fill any vacant bargaining unit position or may displace a less senior Bargaining Unit Employee in any job classification provided that he or she has the qualifications to do the job. A Bargaining Unit Employee who is displaced in a Layoff or has hours reduced shall also have bumping rights.

A laid off Bargaining Unit Employee may combine the jobs of two (2) less senior Bargaining Unit Employees in the same classification, provided that there is no conflict in schedule.

**SECTION 14.3 RECALL**

Whenever a vacancy occurs, workers who are on layoff shall be recalled with the last person laid off in that job classification being recalled first. Recall shall thereafter continue in reverse order of layoff.

Nothing contained herein shall deprive the Operator of the right, at its discretion, to hire a temporary employee for the duration of a worker’s contractual leave of absence or for the duration of a worker’s absence as a result of sickness, accident, or injury on the job, vacation or any other absence.

In the event a worker covered by this Agreement is offered and accepts a position outside the bargaining unit, such worker shall lose all of his/her seniority rights under this Agreement.

It shall be the responsibility of the worker to keep the Operator informed of his/her present address and telephone number and to notify the Operator, in writing, of any such changes within five (5) days of the date of any change.

**ARTICLE 15 ECONOMICS**

This collective bargaining agreement shall not create an economic disadvantage to Operator by requiring increases in either bargaining unit worker pay, benefits, staffing and/or shift ratios that both were not adequately reimbursed by Operator’s receipt of Medicaid revenue and prevented Operator’s reasonable economic return on operations from the service of Medicaid residents at the nursing facility covered by this collective bargaining agreement. For purposes of this Agreement, “Operator’s reasonable economic return on operations from the service of Medicaid residents” is defined as the Washington United for Quality Nursing Home Care’s current consensus position on Medicaid reform during Phase 2 of the Agreement to Advance the Future of Nursing Home Care in Washington up until the time when that position is superseded by the actual language adopted into Washington law.
Maintenance of Pre-Collective Bargaining Unit Cost Percent of Total Medicaid Revenue: The parties agree that the current overall percent cost of total Medicaid revenues less quality Maintenance Fees allocated to wages and benefits represents the floor for total bargaining unit worker compensation and will not be reduced unless Operator’s receipt of Medicaid revenues is subsequently reduced. Under this agreement the Operator has the right to reallocate dollars among the categories of employee benefits as provided in Articles 18 and 19, as long as the total bargaining unit employee compensation cost percentage of total Medicaid revenues less Quality Maintenance Fees is at least maintained at the pre-collective bargaining level. The parties agree that based upon either the most recent Medicaid cost report filed by Operator for the facility covered by this agreement or another financial cost measure mutually agreed upon by both Union and Operator, the total bargaining unit employee compensation cost equals 28% of Operator’s total Medicaid revenue less Quality Maintenance Fees received during the same time period at the facility.

Negotiation of Post-Collective Bargaining Agreement Changes in Medicaid Revenue: The parties agree that the total amount of wages and benefits available to bargaining unit employees for negotiation under this collective bargaining agreement is directly linked (i.e., proportionate increase or reduction) to the Operator’s level of net income from Medicaid revenue receipt (i.e., Medicaid revenue in excess of current operating costs) at the facility covered by this collective bargaining agreement. A portion of any new Medicaid revenues attributable to the Washington United for Quality Nursing Home Care’s efforts will be applied as negotiated by the parties to wage, benefit, staffing level and/or shift ratio increases unless such changes have already been set by statutory or regulatory mandate(s). Such new wage, benefit, staffing level and/or shift ratio increases or reductions shall apply to the parties only upon actual Operator receipt of the change in Medicaid revenue. A change in bargaining unit worker’s wage, benefit, staffing level and/or shift ratio that is both—in response to changes in Medicaid revenues received by Operator at the facility covered by this agreement and bargained for per the re-opener condition within Article 30 (Term of Agreement and Reopener) cannot be unilaterally modified by the Operator and must be bargained with the Union.

Any dispute between the parties about the application or interpretation of this Section in the context of Article 30 (Term of Agreement and Reopener) shall be submitted to an arbitrator and the decision of the Arbitrator shall be final and binding on the parties and workers. In evaluating economic proposals, the arbitrator shall consider all the factors normally considered in interest arbitration cases; provided, that to the extent the operator’s financial circumstances are considered, the arbitrator shall limit his/her consideration to the financial circumstances of the specific facility involved in the arbitration. Operators will not be required to provide their financial records to the union or arbitrators.
ARTICLE 16 HIRING RATES AND WAGES

SECTION 16.1 WAGE INCREASES

16.1.1 September 1, 2013

Effective September 1, 2013 all employees covered under the agreement shall be placed on the 2013 wage schedule at the step appropriate to the combination of their service at the facility and/or predecessor Avamere facilities and their prior experience. No employee shall suffer any loss of pay as a result of this implementation.

Employees whose rates are above or at the top step of the previous hiring grid shall have their pay rate increased by thirty cents ($0.30) cents per hour, as will any employee who placement on the top step gives them a raise of less than a full step.

16.1.2 September 1, 2014

Effective September 1, 2014 all employees covered under the agreement shall be placed on the 2014 wage schedule at the step appropriate to the combination of their service at the facility and/or predecessor Avamere facilities and their prior experience. No employee shall suffer any loss of pay as a result of this implementation.

Employees whose rates are above or at the top step of the previous hiring grid shall have their pay rate increased by twenty-five ($0.25) per hour.

SECTION 16.2 SUBSEQUENT WAGE INCREASES

The Parties shall reopen the contract on or after July 1st of each year, to bargain over wage increases per the terms and conditions of Article 14 Economics and Article 29 Term of Agreement and Reopener. All such negotiated wage increases will apply to all paid hours from July 1st of the applicable contract year through June 30th of the following year.

SECTION 16.3 WAGE SCALE

The employees covered by this Agreement will receive hourly wages at no less than the scales below and shall advance on those scales on their anniversary date until reaching top step: Employees at or above the top step shall receive an increase of twenty-five ($0.25) cents per hour on their anniversary date.

In the instance where new hires would be paid a higher wage than incumbent employees in the same position, the incumbent employees shall be adjusted upward. Any such adjustments may be made only after consultation with the Union.

Upon promotion Shower Aides and Restorative Aides above the scale shall receive at least twenty-five cents per hour ($0.25.hour) more than their base rate of pay.
Lead NACs will receive an increase of at least 2.00 per hour above their previous rate, upon promotion.

New employees covered by this Agreement will receive hourly wages at no less than:

**Effective 9/1/13**

<table>
<thead>
<tr>
<th></th>
<th>Base</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restorative Aide/Shower Aide</td>
<td>$10.95</td>
<td>$11.20</td>
<td>$11.45</td>
<td>$11.70</td>
<td>$11.95</td>
<td>$12.20</td>
<td>$12.45</td>
<td>$12.70</td>
<td>$12.95</td>
</tr>
<tr>
<td>CNA/NAC</td>
<td>$10.70</td>
<td>$10.95</td>
<td>$11.20</td>
<td>$11.45</td>
<td>$11.70</td>
<td>$11.95</td>
<td>$12.20</td>
<td>$12.45</td>
<td>$12.70</td>
</tr>
<tr>
<td>Dietary Aide</td>
<td>$9.50</td>
<td>$9.75</td>
<td>$10.00</td>
<td>$10.25</td>
<td>$10.50</td>
<td>$10.75</td>
<td>$11.00</td>
<td>$11.25</td>
<td>$11.50</td>
</tr>
<tr>
<td>Dietary Cook</td>
<td>$10.00</td>
<td>$10.30</td>
<td>$10.60</td>
<td>$10.90</td>
<td>$11.20</td>
<td>$11.50</td>
<td>$11.80</td>
<td>$12.10</td>
<td>$12.40</td>
</tr>
<tr>
<td>Activities Aide</td>
<td>$9.65</td>
<td>$9.95</td>
<td>$10.25</td>
<td>$10.55</td>
<td>$10.85</td>
<td>$11.15</td>
<td>$11.45</td>
<td>$11.75</td>
<td>$12.05</td>
</tr>
<tr>
<td>Housekeeping/Laundry</td>
<td>$9.50</td>
<td>$9.75</td>
<td>$10.00</td>
<td>$10.25</td>
<td>$10.50</td>
<td>$10.75</td>
<td>$11.00</td>
<td>$11.25</td>
<td>$11.50</td>
</tr>
<tr>
<td>NAR</td>
<td>$9.70</td>
<td>$9.70</td>
<td>$9.70</td>
<td>$9.70</td>
<td>$9.70</td>
<td>$9.70</td>
<td>$9.70</td>
<td>$9.70</td>
<td>$9.70</td>
</tr>
<tr>
<td>Floor Care Aide</td>
<td>$9.70</td>
<td>$9.95</td>
<td>$10.20</td>
<td>$10.45</td>
<td>$10.70</td>
<td>$10.95</td>
<td>$11.20</td>
<td>$11.45</td>
<td>$11.70</td>
</tr>
</tbody>
</table>

**Effective 9/1/14**

<table>
<thead>
<tr>
<th></th>
<th>Base</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restorative Aide/Shower Aide</td>
<td>$11.20</td>
<td>$11.45</td>
<td>$11.70</td>
<td>$11.95</td>
<td>$12.20</td>
<td>$12.45</td>
<td>$12.70</td>
<td>$12.95</td>
<td>$13.20</td>
</tr>
<tr>
<td>CNA/NAC</td>
<td>$10.95</td>
<td>$11.20</td>
<td>$11.45</td>
<td>$11.70</td>
<td>$11.95</td>
<td>$12.20</td>
<td>$12.45</td>
<td>$12.70</td>
<td>$12.95</td>
</tr>
<tr>
<td>Dietary Aide</td>
<td>$9.75</td>
<td>$10.00</td>
<td>$10.25</td>
<td>$10.50</td>
<td>$10.75</td>
<td>$11.00</td>
<td>$11.25</td>
<td>$11.50</td>
<td>$11.75</td>
</tr>
<tr>
<td>Dietary Cook</td>
<td>$10.25</td>
<td>$10.55</td>
<td>$10.85</td>
<td>$11.15</td>
<td>$11.45</td>
<td>$11.75</td>
<td>$12.05</td>
<td>$12.35</td>
<td>$12.65</td>
</tr>
<tr>
<td>Activities Aide</td>
<td>$9.90</td>
<td>$10.20</td>
<td>$10.50</td>
<td>$10.80</td>
<td>$11.10</td>
<td>$11.40</td>
<td>$11.70</td>
<td>$12.00</td>
<td>$12.30</td>
</tr>
<tr>
<td>Housekeeping/Laundry</td>
<td>$9.75</td>
<td>$10.00</td>
<td>$10.25</td>
<td>$10.50</td>
<td>$10.75</td>
<td>$11.00</td>
<td>$11.25</td>
<td>$11.50</td>
<td>$11.75</td>
</tr>
<tr>
<td>NAR</td>
<td>$9.95</td>
<td>$9.95</td>
<td>$9.95</td>
<td>$9.95</td>
<td>$9.95</td>
<td>$9.95</td>
<td>$9.95</td>
<td>$9.95</td>
<td>$9.95</td>
</tr>
<tr>
<td>Floor Care Aide</td>
<td>$9.95</td>
<td>$10.20</td>
<td>$10.45</td>
<td>$10.70</td>
<td>$10.95</td>
<td>$11.20</td>
<td>$11.45</td>
<td>$11.70</td>
<td>$11.95</td>
</tr>
</tbody>
</table>

All Shower Aides and Restorative Aides shall receive at least twenty-five cents per hour ($0.25 hour) more than the NAC rates listed above or above their base rate whichever is greater.
The Operator shall not hire new employees at any rate that exceeds these rates, without express agreement from the union.

In the event of an increase in the minimum wage during the life of this agreement, the base rates and corresponding steps in the scales shall be adjusted to maintain at least a fifteen ($0.15) differential between the minimum wage and the base rates.

The Operator agrees to meet and discuss the hiring rates for any new, covered job categories prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notices of the rates.

**SECTION 16.4 INCENTIVES AND BONUSES**

The Operator may not, at its sole discretion, implement, modify, or eliminate incentives to hire new employees, encourage safe working practices, or for any other business reason, without discussion with the union.

**SECTION 16.5 EXTRA SHIFT INCENTIVE BONUS**

All employees working extra hours and shifts beyond their regular schedule shall receive a bonus of three dollars ($3.00) per hour.

**ARTICLE 17- PAID TIME OFF**

**SECTION 17.1 PTO ACCRUAL**

Bargaining Unit Employees shall be entitled to paid time off each year (in addition to holidays and specific leaves described in Article 22 - Bereavement Leave and Article 223 Jury Duty Leave), pro-rated for part time employees. The “year” refers to each Bargaining Unit Employee’s individual employment year dating from their hiring. The end of each Bargaining Unit Employee’s year is their “Anniversary”.

Paid Time Off will accrue on a monthly basis as follows:

<table>
<thead>
<tr>
<th>Length of service</th>
<th>Full-time employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1–4 years</td>
<td>8.3 hours per month</td>
</tr>
<tr>
<td>5-9 years</td>
<td>11.66 hours per month</td>
</tr>
<tr>
<td>10+ years</td>
<td>15 hours per month</td>
</tr>
<tr>
<td>15+ years</td>
<td>18 hours per month</td>
</tr>
</tbody>
</table>
**SECTION 17.2 PTO ACCRUAL CAPS**

Bargaining Unit Employees PTO shall be capped as follows:

<table>
<thead>
<tr>
<th>Length of service</th>
<th>Full-time employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 years</td>
<td>100 hours</td>
</tr>
<tr>
<td>5-9 years</td>
<td>140 hours</td>
</tr>
<tr>
<td>10+ years</td>
<td>180 hours</td>
</tr>
<tr>
<td>15+ years</td>
<td>216 hours</td>
</tr>
</tbody>
</table>

**SECTION 17.3 PTO CAP PROCESS**

Bargaining Unit Employees shall accrue PTO on an ongoing basis from their date of hire but once a Bargaining Unit Employee reaches his/her cap, he/she shall not be permitted to accrue any additional PTO until he/she has used PTO such that his/her PTO drops below the cap.

**SECTION 17.4 PTO REQUEST APPROVAL PROCESS**

If Paid Time Off is requested in advance, the Employer will approve or deny the request in writing within fourteen (14) days of having received the written request. Paid time off requests made more than two (2) months in advance shall not be unreasonably denied. Written requests for PTO may be made up to six (6) months in advance of the requested time off. Written requests will be considered on a first come, first served basis. If two or more written requests for the same time off are received within a twenty-four (24) hour period, and if the Employer is inclined to honor the request, then the request shall be honored on a Seniority basis, as Seniority is defined elsewhere in this Agreement.

**SECTION 17.5 PTO AND TERMINATION OF EMPLOYMENT**

A. Resignation with proper notice – Employees who resign with proper notice (a minimum of 2 weeks), will be eligible to receive payment for all PTO earned hours at 100% the value.

B. Resignation without proper notice – Employees who resign without proper notice (less than 2 weeks) will not be paid any earned PTO time.

C. Termination for Cause – Employees who are terminated for cause will not be paid for earned PTO time.
**SECTION 17.6 PTO USE FOR ILLNESS**

Bargaining Unit Employees may use paid time off for an illness or to care for family members who are ill.

**SECTION 17.7 PTO BASED ON REGULAR PAY RATE**

Any Paid Time Off shall be at the employee's regular pay rate.

A. Once an employee has completed one (1) year of service with the Employer, they have an option of cashing out up to half of their earned PTO accrual at fifty percent (50%) of the value based on their regular hourly rate. An Employee can exercise this cash out option no more than twice a year in minimum increments of sixteen (16) hours.

**SECTION 17.8 CALLING OUT SICK**

Bargaining Unit Employees shall not be required to find their own replacements if they use paid leave or if they use unpaid leave when they call out sick.

**SECTION 17.9 LEAVING WORK EARLY DUE TO ILLNESS**

A Bargaining Unit Employee who leaves work early due to illness or a personal emergency may use PTO for the hours of her or his scheduled shift that were not worked.

*The regular hourly rate does not include shift differentials and any incentive pay.

*“Family members” include Domestic Partners as defined in Section 23.1, Bereavement Leave.

*The word “employee” shall mean Bargaining Unit Employee.

**ARTICLE 18. HOLIDAYS**

The Operator recognizes the following six (6) holidays:

- New Year’s Day*
- Memorial Day
- Independence Day
- Labor Day*
- Thanksgiving*
- Christmas*
All part-time and full-time employees are eligible for Holiday Pay, once they have completed ninety (90) days of service. Employees who work on a recognized Holiday marked with an asterisk shall receive two (2) times their normal hourly pay rate. Other holidays shall be paid at one and a half (1.5) times their normal hourly rate of pay.

Employees must work the holiday to receive Holiday Pay.

ARTICLE 19 UNION LEAVE

SECTION 19.1 EXTENDED UNION LEAVE

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days notice to the Operator. Such leaves may be for any duration up to six (6) months and may be extended by mutual consent. Seniority will not accrue during the leave of absence. The Operator will take the needs of the business into account, but will not unreasonably withhold approval of such leave or extension.

To the extent allowed by the business, the Operator shall return the worker to the same job, shift and position that he/she held at any time they went on Union leave with no loss of seniority and with any intervening increases in wages or benefits applied as if they had been working. Workers must give the Operator at least ten (10) days written notice of their return to work.

SECTION 19.2 SHORT UNION LEAVE (UNPAID)

With fifteen (15) days notice to the Operator, employees who are attending the Union’s annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis. The Employer may limit the numbers of employees granted leave to no more than five (5), and no more than one (1) from any department except nursing, however the Employer will make every effort to release more than one employee from small departments. Employees on unpaid union leave may utilize any earned PTO while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

SECTION 19.3 SHORT UNION LEAVE (PAID)

The Employer shall grant up to eight (8) paid shifts per contract year for employees to engage in public advocacy for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of employees released on unpaid leave to attend one of the main days designated as public advocacy days by the Union.
ARTICLE 20 INSURED BENEFITS

The Operator shall pay eighty percent (80%) of the health insurance premium for full-time employees during the first full year the employee is enrolled in the Operator’s medical insurance plan and also for those employees not in the wellness plan. The employer will pay ninety percent (90%) of the cost for employees in the wellness plan.

This applies to employee only coverage.

Spousal coverage will not be offered to bargaining unit employee’s effective 12/31/13. Employees who were electing spousal coverage on 12/31/12 and who have maintained their coverage since may continue it receive it on a grandfathered basis.

Future Plan- the parties will negotiate over a new plan design for the Employers 2014 plan renewal, with a focus on collaboratively creating a Taft Hartley insurance plan. The negotiations shall take place beginning in December 2013 and be complete by April 30, 2014. The parties recognize that good faith negotiations may not result in a final medical plan agreement.

Where not explicitly noted above, the Operator may implement, modify or eliminate dental, vision and/or disability benefits as outlined in Operator Policies. The Operator may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, and employee co-pays. Prior to implementing any substantial and material change in insured benefits, the Operator shall meet with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If the Operator’s foregoing modification results in less total compensation for employees in the bargaining unit, the Operator shall negotiate with the Union per the provisions of Article 15.

ARTICLE 21 RETIREMENT/401(K) PLAN

The 401(k) plan will continue with the following provisions:

A. Eligibility after ninety (90) days of employment, twenty-one (21) years old or older.
B. Open enrollment is January 1-10, April 1-10, July 1-10 and October 1-10 following one (1) Year of employment.
C. Employee can defer up to 20% of Gross Income (maximum determined by federal law.)
D. The Employer may, match up to 15% of the Employee’s contribution, which is not discretionary. The Employer’s contribution will be capped at $500.00.
E. Contributions must be made in whole percent increments or as a specified dollar amount.
F. Hardship withdrawals are available for the Employee under federal law. Employee loans against 401(K) accounts are not available.
ARTICLE 22 LEAVES OF ABSENCE

All leaves of absence must be requested by an employee in writing as far in advance as possible stating the reason for the leave and the amount requested. Except as otherwise provided for in this Agreement, it shall be the Company’s prerogative to grant or deny the request. A leave of absence begins on the date of first absence from work. Failure to return from a leave of absence by the agreed upon return date subjects such employee to discipline by the Company.

SECTION 22.1 FAMILY MEDICAL LEAVE

Eligible employees may take up to 12 weeks of unpaid family and/or medical leave in a 12 month period in accordance with Federal and State laws. Although Family Medical Leaves are without pay the Company may require that you utilize any remaining PTO hours prior to moving to an unpaid leave status. You may also be eligible for compensation through supplemental Disability Benefit Insurance.

22.1.1 Eligibility

Family Medical Leave states that employees who have been employed with the Company for 12 months and have worked at least 1,250 hours in the previous 12-month period may be eligible for leave. The Company uses a 12-month rolling period of time (looking backward) to determine eligibility under Family or Medical Leave guidelines.

The following circumstances may be eligible for Family Medical Leave:

A. For the birth of a child, or the placement of a child under the age of 18 for adoption or foster care
B. To care for a family member with a serious health condition
C. To recover from or seek treatment for your own serious health condition
D. When a family member is called to active duty in the National Guard or Reserves
E. To care for a member of the armed forces who is recovering from service related injuries (26 weeks)
F. Other reasons which may be identified by Federal or State Governments.

22.1.2 Serious Health Condition

A serious health condition is generally defined as a condition requiring inpatient care or that poses an imminent danger of death in the near future or that requires constant care. A serious health condition includes a patient’s disability due to pregnancy or a period of absence for prenatal care. Not all medical conditions are serious health conditions. Generally, routine illnesses such as colds or flu that can be treated with non-prescription drugs or bed rest will not be considered serious health conditions. Employees who are unsure whether a medical condition qualifies as a serious health condition should contact their manager or the Human Resources department for information or consult the Family & Medical Leave Policy.
22.1.3 Submitting Family Medical Leave Request

Normally an employee is asked to provide the facility with at least 30 days notices of the need for a Family medical leave. If 30 days notice isn’t possible, please notify facility management as soon as possible so that we can make appropriate arrangements. Failure to provide adequate notice may delay commencement of the leave or reduce your eligibility. Depending on the circumstances of the leave the employee may be required to provide certification from a health care provider supporting their leave request.

22.1.4 Returning from Family Medical Leave

With few exceptions, when employees return from your Family medical leave they will return to their former position. Employees are expected to return promptly when the lease expires. Normally you should provide the Company with at least 2 days notice of your anticipated return. Failure to return to work following the maximum allowable absence will result in the loss of reinstatement rights.

22.1.5 Benefit Continuation

While on a Family Medical Leave you will continue to be eligible for Company employee benefits, including group medical insurance, for up to 12 weeks, provided you continue to pay your portion of the premiums. You will not accrue additional PTO time while on an unpaid leave and you will not be eligible for holiday pay. You will retain credit for seniority and PTO time already accrued while on your leave.

SECTION 22.2 PERSONAL LEAVE

An employee, upon completion of the probationary period, may be granted a personal leave of absence for up to thirty (30) days with no loss of seniority or benefits accrued to date such leave commences. An employee’s written request for personal leave of absence must state the reason for the leave and the date of commencement. If the employee is eligible for other leaves under this Article, such leaves shall run concurrently. If the employee is on a personal leave and becomes eligible for other leaves under this Article, such employee will immediately notify the Company and the appropriate process will be initiated.

SECTION 22.3 MILITARY LEAVE

An employee required attending military reserve or guarding training or who is called to active duty shall be granted a leave of absence with no loss of seniority or benefits. Such Military Leave shall be unpaid, except that the employee may elect to use any earned paid leave available. Reinstatement to work shall be in compliance with the federal USERRA and State and local laws.
SECTION 22.4 MILITARY CAREGIVER LEAVE

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty-six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member. A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating. The “single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor Relations.

SECTION 22.5 MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee’s intention to take leave within five (5) business days of receiving official notice that the employee’s spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

SECTION 22.6 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

Eligible employees shall be entitled to take unpaid leave for domestic violence, sexual assault or stalking that the employee has experience, or for the use to care for and /or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76

ARTICLE 23 BEREAVEMENT LEAVE

Upon completion of the required probationary period, an employee shall be eligible for up to three (3) days of paid leave for the death of an immediate family member, in addition to any accrued PTO time. Immediate family shall be defined as a grandparent or grandparent-in-law, aunt or uncle, parent or
parent-in-law, spouse or domestic partner, brother or brother-in-law, sister or sister-in-law, niece or nephew, child, grandchild, or stepchild.

**ARTICLE 24 JURY DUTY PAY**

A Bargaining Unit Employee who is called to serve as a juror shall receive pay for each work day missed, for up to three (3) days paid leave, minus her/his pay as a juror for those days.

A Bargaining Unit Employee who is subpoenaed as a witness in any court shall receive unpaid leave; if, however, the Bargaining Unit Employee is called as a witness in a matter in which the Operator is a party; the Employee will be paid for that time.

**ARTICLE 25 NO-STRIKE CLAUSE**

**SECTION 25.1 DURING TERM**

During the term of this Agreement or any written extension hereof, the Union shall not call nor authorize any strike against the Employer at the establishment covered by this Agreement, and the Employer will not lock out any employee. For the purpose of this Article, a walk-out, sit-in, sick-out, slow-down, sympathy strike, or other work stoppage will be considered a strike.

If an employee or employees engage in any strike, and the Employer notifies the Union of such action, a representative of the Union shall, as promptly as possible, instruct the employees to cease such action and promptly return to their jobs.

Employees who participate in a strike in violation of this Article will be subject to discipline up to and including termination.

In the event of a violation of the no-strike provision, the Union will:

A. Publicly disavow such action by the workers;
B. Notify the workers of its disapproval of such action and instruct them to cease such action and return to work immediately;
C. Post notices on Union bulletin boards advising that it disapproves such action, and instructing workers to return to work immediately.

In recognition of the unique partnership between the Union and the Employer that has led up to this Agreement, the Union will not conduct informational picketing during the term of this Agreement. This provision will sunset on the last day of the agreement and not continue unless specifically renegotiated.
SECTION 25.2 UPON TERM EXPIRATION

Upon the termination of this Agreement, this Article 23 (No Strike Clause) shall remain in full force prohibiting workers from engaging in work stoppage over labor contract disputes and the parties shall engage in prompt, binding interest arbitration to resolve the dispute. The No Strike Clause shall survive the termination of this Agreement, and this language will automatically be included in all future contracts.

ARTICLE 26 GRIEVANCE PROCEDURE

SECTION 26.1 GRIEVANCE PROCESS

Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.

All grievances must be presented in writing at every step. Such writing shall specify in detail the acts upon which the grievance is based and the particular provisions of this Agreement allegedly violated by said acts. Failure to properly present a grievance in writing at this stage of the grievance procedure shall constitute a waiver of such grievance and bar all further action thereon. Failure on the part of the Operator to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. Workers have a right to Union representation for any grievance in dispute arising out the application of the Agreement. It is mutually understood and agreed that nothing herein will prevent a worker from discussing any problem with his/her supervisor or other representative of Management at any time, with or without his/her Union steward, prior to initiating a formal grievance. Failure to present a grievance within fifteen (15) calendar days of the date the Union or employee became aware of the issue shall nullify the grievance.

SECTION 26.2 GRIEVANCE STEPS

Step I: The complaint must generally be presented to the Department Head within fifteen (15) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. This step may be waived by mutual written consent of the parties.

The Department Head will respond within ten (10) business days of the Step I meeting to affected worker(s) and the appropriate advocate or Union field representative, unless the Operator--making a reasonable effort to research the issue--notifies the complainant in writing of reasonable cause existing for further delay. The Step I response will settle the matter, unless appealed to Step II.

Step II: If the matter is not resolved at Step I, it shall be reduced to writing and presented to the Facility Administrator within fifteen (15) calendar days of the Step I response or from the time the Department Head should have responded in Step I. The Union Field Representative or advocate and the Facility Administrator shall arrange a mutually agreeable date to meet within ten (10) calendar
days from the receipt of such grievance for the purpose of attempting to settle the matter. The facility Administrator shall respond to the written grievance in writing within ten (10) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.

**Step III:** If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Regional Director of Operations (RDO) or designee. The RDO or designee will respond in writing within ten (10) calendar days of receipt of the grievance or a meeting, whichever comes later.

The decision of the Operator or designee will be final except for issues involving employee final warnings, suspensions and terminations or in Article 15 Economics, including economic issues associated with Article 15 Economics as applied to individual wages, benefits and differentials.

---

**SECTION 26.3 ARBITRATION PROCEDURE**

If a grievance is not settled under this Article, the Union may refer it to expedited arbitration within thirty (30) days of the Operator’s decision. The Union’s request for arbitration must be made in writing, by the thirtieth (30th) calendar day, after the Operator’s answer to the last step in the grievance procedure has been served on the Union, or the grievance will be deemed to have been resolved on the basis of the Operator’s last answer and will not be arbitral. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to Operator. Arbitrators will be selected from a list provided by the Federal Mediation and Conciliation Service by mutual agreement. A list of seven (7) arbitrators will be requested from the association and the parties will alternately strike names until only one remains to serve as the arbitrator in the case referred. The first strike shall be awarded to a party based on a coin toss. The parties will select a permanent arbitration panel by December 31, 2013.

The Arbitrator may consider and decide only the particular grievance presented to him in a written stipulation by the Operator and the Union, and his decision shall be based solely upon an interpretation of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

The cost of arbitration, which shall include the fees and expenses of the Arbitrator, the Court Reporter and the transcript shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

Occurrences prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

Since it is important that grievances and arbitrations be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the
essence and any grievance shall be waived if not appealed to the next step or to arbitration within the time limits set forth herein.

The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in lieu of their sworn testimony. Both parties shall have equal access to such written statements at least thirty (30) days prior to the arbitration date. The parties agree that neither shall call a resident or patient as a witness.

SECTION 26.5 ELECTRONIC COMMUNICATIONS

Notifications of grievances and notifications of arbitrations may be presented by either party in an email instead of in writing.

ARTICLE 27 SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

ARTICLE 28 NOTICE OF SALE

In the event the nursing home covered by this Agreement is to be sold, assigned, leased or transferred, the Operator will notify the Union as soon as possible, within the confines of any non-disclosure agreement, but no later than the time required for legal notice to notify the residents of the name and address of the new owners, assignee, lessee or transferee, and meet with the Union to negotiate over the effects of the transaction on bargaining unit workers.

ARTICLE 29 SUBCONTRACTING

Both parties also understand that for the Operator to satisfy the demands of its residents and to successfully operate the facility, contracting and/or subcontracting of bargaining unit work may be necessary from time to time.

It is, therefore, agreed that the Operator may, within its exclusive discretion, engage contractors and/or subcontractors to help meet the demand of the facility; provided, however, that the Employer will endeavor to utilize its own employees whenever practicable and that the Employer notify the Union of such changes at least thirty (30) days prior to implementation.
If, in the future, the Operator seriously contemplates subcontracting of bargaining unit work, it shall discuss the matter with the Union prior to making its final decision. It is agreed that the use of registry or agency personnel, as a supplement to the workforce or use of employees from a different facility affiliated with Avamere Health Services or Avamere Skilled Advisors does not constitute contracting out. The Operator will make its best effort to use regular employees first, before the use of registry personnel; however, the decision to use a subcontractor shall be solely that of the Operator, which may make the decision in its sole discretion.

This provision shall be applicable to any subcontractor in existence at the facility as of the date this Agreement is signed.

In subcontracting any work covered by this Agreement, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours, and working conditions. This article does not apply to any agency or registry personnel. In the event the Employer subcontracts work to persons, firms or companies, the subcontractor shall hire any and all displaced employees. All subcontracted employees shall continue to remain in and become part of the existing bargaining unit. Additionally, the subcontractor shall agree to be bound by all the terms and conditions of this agreement and the serviced facility’s policies and procedures.

Furthermore, the Operator agrees to include language in all future contracts regarding contracting or subcontracting of housekeeping, laundry or any other services covered by the classifications in this Section that requires contractors or subcontractors to apply the full terms and conditions of this Agreement to all affected bargaining unit employees.

**ARTICLE 30 SINGLE BARGAINING UNIT**

If a majority of employees in a unit at another Washington nursing home that is controlled, managed or operated by the Operator—and that is identified pursuant to the procedures set forth in the Agreement to Advance the Future of Nursing Home Care in Washington (hereafter referred to as the “Advancement Agreement”)—authorize the Union to represent them, the Operator will recognize the Union and apply the terms of this collective bargaining agreement. The parties agree that the newly represented employees will become part of the single bargaining unit as provided for under federal law regarding multi-employer bargaining for the classification identified in each employer’s respective collective bargaining agreements. The newly represented employees will be in the single bargaining unit, but have a separate contract; such contract will have identical non-economic terms to this contract. The parties will negotiate the specific economic terms of each new facility that enters the unit, which will be in that facility’s respective separate contract. In the event that the Union and the Operator mutually agree to a card check recognition procedure at a facility covered by the Advancement Agreement, the Operator hereby expressly waives its right to a Board election.

This Article shall apply only to nursing homes organized by the Union in accordance with the Advancement Agreement. Upon the termination of the Alliance Agreement, or upon the Operator’s withdrawal from the Advancement Agreement, this Article will become null and void and of no effect. Notwithstanding the above, where employees have authorized the Union to represent them at a
facility covered by the Advancement Agreement at a time when this Article is in effect, this Article shall apply irrespective of the Alliance Agreement’s subsequent termination or the Employer’s subsequent withdrawal from the Advancement Agreement.

**ARTICLE 31 COLLECTIVE BARGAINING AGREEMENT TRAINING**

The Employer and Union agree to facilitate a joint Collective Bargaining Agreement Training, at each represented facility, within thirty (30) days of the ratification date of this Agreement. Additionally, this training will be held within thirty (30) days of a new Administrator being established at any represented facility.

This training may include participants from Avamere Corporate, On-Site Facility Management (Administrator, DNS, and Department Managers), SEIU Healthcare 775 NW, and up to 4 members of the Bargaining Team and/or Advocates. This training shall last no more than two (2) hours in duration. Bargaining Team and/or Advocate will be paid his/her regular rate of pay for this training. The training will not be schedule to result in overtime.

The purpose of this training shall be to:

A. Review the Articles within this Collective Bargaining Agreement, relevant to wages, benefits, working conditions and policies.

B. Review shared goals and the next steps that both parties can participate in as it relates to quality care, census improvements, and Nursing Home funding.

**ARTICLE 32 TERM OF AGREEMENT AND REOPENER**

This Agreement shall be effective as of the date of the ratification of this Agreement, and shall remain in full force and effect unless amended by mutual written agreement of the parties through the end of the term August 31, 2015 and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary date, of its desire to amend any provision hereof. Notwithstanding the above, the parties agree that either party may make a written request to reopen the Agreement for negotiations over wages and benefits consistent with Article 14 Economics up to sixty (60) days following Operator’s receipt of written notification by an official and authoritative representative of Washington’s Government reporting the specific scope of scheduled changes (i.e., increase or decrease) to the Medicaid skilled nursing facility rate net of any provider tax. If either party does not agree with the other’s request to reopen the Agreement per the foregoing statement, the determination of whether “written notification by an official and authoritative representative of Washington’s Government reporting the specific scope of scheduled changes to the Medicaid skilled nursing facility rate” exists shall be arbitral under this Agreement. Since numerous historical examples exist of Washington’s Government Representatives announcing scheduled Medicaid rate changes and then failing to implement such changes as specifically announced, the parties agree that any wages and/or benefit change agreement negotiated through the foregoing re-opener provision shall not be
effective until Operator actually receives the rate change as specifically promised by the official and authoritative representative of Washington’s Government.

Upon the termination of this Agreement, Article 23 No Strike Clause shall remain in full force prohibiting workers from engaging in work stoppage over labor contract disputes and Operator agrees to prompt binding interest arbitration as defined below.

In evaluating economic proposals, Operator, Union and/or Arbitrator, shall consider factors normally considered in interest arbitration cases; provided, that to the extent the operator’s financial circumstances are considered, the Operator, Union and/or arbitrator shall limit consideration to the financial circumstances of the specific Operator-facility involved in this Agreement. The Operator, Union and/or Arbitrator shall not establish a collective bargaining relationship that would create an economic disadvantage to Operator by requiring increases in worker pay, benefits, staffing levels and/or shift ratios that both were not adequately reimbursed by Medicaid revenues and prevented Operator’s reasonable economic return on operation of the specific Operator-facility covered by this Agreement. Operator will not be required to provide financial records to Union or arbitrators. If Washington creates a voluntary mediation and binding arbitration process to resolve collective bargaining disputes, the parties will consider utilizing such services before proceeding to the traditional arbitration process.
FOR SEIU HEALTHCARE 775NW:

David Rolf, President

Date: 4/14/14

FOR AVAMERE TACOMA GEORGIAN HOUSE

William G. Paven, PHR Vice President Human Resources, Avamere Health Services, LLC

Date: 4/7/14
APPENDIX A: ATTENDANCE POLICY

ABSENCES

In its discretion, Avamere may use the following procedure or any part of the procedure for excessive absenteeism. Listed below are the expectations for attendance and lateness. Excessive absenteeism is defined as five (5) or more incidents of absenteeism in a rolling twelve (12) month period.

A. **Coaching Session:** Third (3) incident of unscheduled absence – Friendly Reminder – “How can I help?”

B. **First offense: fifth (5) incident of unscheduled absence** - Verbal counseling session and warning that continued excessive absenteeism will lead to subsequent disciplinary action.

C. **Second offense: sixth (6) incident of unscheduled absence** – Written counseling session and warning that continued absenteeism will lead to subsequent disciplinary action up to and including termination.

D. **Third offense: seventh (7) incident of unscheduled absence** – Final written counseled session and warning that continued absenteeism will lead to subsequent disciplinary action up to and including termination.

E. **Fourth Offense: eighth (8) incident of unscheduled absence** – Termination.

Hourly team members who report to work as scheduled, but work less than one-half of the scheduled shift and goes home early, an “absence” will be recorded and included as part of the overall attendance record.

**NO CALL/NO SHOW:**

A. One (1) or more consecutive days of no call/no show may result in termination.

**LATENESS:**

Lateness is disruptive to the normal routine of the center and will not be tolerated. An incident of lateness is defined as clocking in eight (8) minutes or more after the start of the scheduled shift. In its discretion, Avamere may use the following procedure for tardiness or any part of the following procedure. Excessive lateness is defined as five (5) or more instances occurring in a rolling twelve (12) month period.

A. **First offense: fifth (5) incident of unscheduled lateness** – verbal counseling session and warning that continued excessive lateness will lead to subsequent disciplinary action.

B. **Second offense: sixth (6) incident of unscheduled lateness** – written counseling session and warning that continued excessive lateness would lead to subsequent disciplinary action up to and including termination.
C. **Third offense: seventh (7) incident of unscheduled lateness** – Final written counseled session and warning that continued lateness will lead to subsequent disciplinary action up to and including termination.

D. **Fourth offense**: eighth (8) incident of unscheduled lateness – Termination.

**GENERAL GUIDELINES:**

A. A call out occurring on a scheduled weekend may result in the team member being required to make up the shift within a thirty (30) day period at the discretion of management.

B. Team members with patterns and trends of absenteeism and lateness as well as failure to report to work when requested may be subjected to progressive discipline.

C. A physician’s note will be required for all sick outs that are two (2) days or more or as required by the manager. Absences longer than three (3) days for the team member’s own serious health condition or of a covered relation’s will count towards Family Medical Leave (FMLA) and or OFLA.

D. This is a *no fault attendance policy*, a physician’s note does not necessarily excuse the team member for a call out unless it is associated with a Family/Sick Medical Leave of Absence.

E. A sick call out is defined as one or more consecutive days absent.

F. Management will evaluate extenuating circumstances in all categories.

G. Team members who are absent without permission on a scheduled day before a Holiday, the actual or scheduled Holiday or the scheduled day following the Holiday will not be eligible to receive PTO benefit pay, unless the present a medical excuse or other appropriate emergency documentation.

H. Team members will notify their supervisor of an unplanned absence as soon as possible, preferably four (4) hours prior to the start of the shift to the Manager or designee.

I. Team members in their Introductory Period of employment who have incidents of absence or lateness may be subject to immediate progressive discipline per company policy.

J. Any deviation of this policy must be approved by the RDO or VPHR.
**Side letter Inequities**

In order to resolve long term inequities for senior employee the following employees shall receive the following adjustments in addition to the raises provided in this contract:

<table>
<thead>
<tr>
<th>Location</th>
<th>Effective 9/1/13</th>
<th>Effective 9/1/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Georgian House</td>
<td>twenty four ($0.24) cents</td>
<td>twenty four ($0.24) cents</td>
</tr>
<tr>
<td>Latrisha Thacker</td>
<td>twenty four ($0.24) cents</td>
<td>twenty four ($0.24) cents</td>
</tr>
<tr>
<td>Linda Barton</td>
<td>twenty four ($0.24) cents</td>
<td>twenty four ($0.24) cents</td>
</tr>
<tr>
<td>Tacoma Rehab</td>
<td>fifty –five ($0.55) cents</td>
<td>fifty –five ($0.55) cents</td>
</tr>
</tbody>
</table>
Side Letter of Agreement Between SEIU 775 and Avamere Tacoma Rehab and Georgian House

The parties agree to use the following procedure for the orderly resolution of grievances from the date of this Agreement’s execution through August 31, 2015.

The parties desire that grievances be resolved informally. A grievance is defined as a dispute or complaint between the Employer and Employee regarding the interpretation, application, or breach of the then-current Collective Bargaining Agreement (“CBA”). Employees are encouraged to address their grievance(s) informally by promptly bringing, in good faith, the grievance(s) to the attention of the Employer. Although any member of management may be contacted regarding a grievance, Employees are encouraged to resolve their grievance(s) through their immediate supervisor. If an employee is unable to resolve their grievance(s) through the immediate supervisor, or for any reason is uncomfortable raising the grievance with their immediate supervisor, the employee may raise their grievance(s) with any management level employee. Grievances may be reported orally or in writing. Employees have the right to union representation when reporting, in good faith, a grievance to the Employer.

Regardless of the available informal process, an Employee or his/her Union Delegate may invoke the formal grievance process at any time. Further, regardless of the employee’s choice to proceed informally or formally, a strict timeline related to the grievance(s) will be followed by the parties.

Grievance Process and Time-Line – Should the Employee or his/her Union designee fail to meet the Grievance Process timelines, the Grievance(s) shall be considered resolved and no further action is required by the Employer.

Step 1 - Within 15 calendar days after the employee knew or reasonably should have known of the cause of any grievance, an employee or his/her Union Representative shall present the grievance in writing to the Employer Facility Administrator or an accepted delegate. The grievance must identify with reasonable specificity the nature of the grievance(s) and the CBA provision(s) that have been violated.

A Step 1 meeting shall be scheduled promptly by the Union and the Employer. Within 7 days after the meeting’s conclusion, the Employer shall provide the Union with a written response to the grievance(s). If the written response does not resolve the Employee’s grievance, the Employee or his/her Union designate may elevate the Grievance to Step 2.
Step 2 – A step 2 Grievance meeting may be requested within 15 days after the Employer provides a Step 1 Grievance response. The Employee or Union shall resubmit the Grievance(s), including any written supplement to the Step 1 written Grievance, to the Employer’s corporate office that the Employer has designated to receive and respond to a Step 2 Grievance(s). The parties may designate in advance, a single date each month in which all Step 2 grievances subject to a SEIU 775 NW CBA shall be considered. The facility Administrator and the Employee who are attempting to resolve the Step 2 Grievance shall appear in person at the Grievance. Any Union representative and the designated Corporate Representative may appear in person or by phone. The parties may agree in writing to change the Step 2 Grievance meeting date in any given month. Either party may postpone a Step 2 Grievance meeting once based on a good faith request for additional time to prepare for the meeting. The Employer shall respond to the Union in writing no later than 14 days after the Step 2 Grievance meeting is concluded.

Mediation – Should the parties fail to resolve the Grievance at the Step 2 meeting, either party may request that the Grievance(s) be submitted to mediation no later than 15 days following the date on which the Employer submits its written Step 2 Grievance Response to the Union. Upon a timely request, both parties shall enter into good faith mediation including using the services of Federal Mediation and Conciliation Services ("FMCS"). Each party shall bear their own costs associated with preparing for the mediation. The mediation costs, if any, shall be split equally between the parties. The mediation shall be conducted within thirty (30) days unless the parties are unable for good reason to schedule the mediation in that time period. In no event shall mediation be conducted later than 60 days after a timely request for mediation unless the parties agree in writing.

Arbitration – Prior to invoking Arbitration, the party seeking Arbitration must have participated in mediation in good faith unless both parties agree in writing to skip mediation and proceed directly to Arbitration. If the Grievance(s) is not resolved in mediation, or the parties have mutually agreed in writing to forgo mediation, a party may submit a written demand for Expedited Arbitration no later than 14 days following the conclusion of the unsuccessful mediation or written agreement to forgo mediation. If the parties fail to agree upon an arbitrator, the party demanding arbitration may request a list of seven (7) regional arbitrators from the FMCS. The parties shall promptly select an arbitrator from the FMCS list by alternatively striking the names of the arbitrators until a single name remains. Each party has the right to request a new list of arbitrators once.

Once an arbitrator has been selected, absent an agreement between the parties and the arbitrator, the Arbitration must be set within 30 days. The arbitrator shall be responsible for conducting the Arbitration hearing and resolving all disputes between the parties regarding the orderly presentation of evidence including discovery. An arbitrator accepting the appointment as arbitrator shall provide a written response and award, if any, no later than 7 days after the close of the hearing. The parties may mutually decide to submit briefs as well as, in conjunction with the arbitrator, extend the time period in which the arbitrator will provide a written determination. The arbitrator shall have the right
to decide any matter properly before him/her and shall have the authority to render an award to make the Employee whole. But the arbitrator’s authority shall be limited to the terms and conditions of the then current CBA and this Side Letter. In no event shall the arbitrator have the authority to alter or amend either the then-current CBA or this Side Letter. All costs, including the costs of an expert, fees and reasonable expenses related to the Arbitration, including reasonable attorney’s fees, if any, shall be awarded to the prevailing party as determined by the arbitrator.

All timelines shall be calculated as of the date of actual receipt. All notifications may be sent by fax, courier, electronic mail, certified mail or hand delivered. Timelines may be extended by mutual agreement between the parties. Absent mutual agreement the timelines are mandatory and shall be strictly enforced by the arbitrator. A failure by the Employee or his/her designated Union representative to comply strictly with the timelines outlined above shall automatically constitute a waiver and result in a bar of any further action on the Grievance(s). Unless agreed to between the parties otherwise in writing, this Side Letter shall sunset on August 31, 2015. In the event that this Side Letter Sunsets, the original language removed from the CBA as a result of this Side Letter shall be reinstated in full.

For the employer

Date: 4/7/14

For the Union

Date: 4/1/2014
Weingarten Rights

Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options. The employer must: grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; deny the request and end the interview immediately; or give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

WEINGARTEN Statement

(If called to a meeting with management, read the following or present this statement to management when the meeting begins.)

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.
SEIU Healthcare 775NW

215 Columbia St.
Seattle, WA 98104

www.seiu775.org

Call our Member Resource Center toll-free at
1 (866) 371-3200