

# **Collective Bargaining Agreement**

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between

**SEIU Healthcare 775NW**

and

**Vashon Island Community Care**

**Effective June 1, 2014 to May 31, 2017**

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## **Preamble**

This Agreement is between Vashon Island Community Care, d/b/a Vashon Community Care (hereinafter referred to as the “Employer”) and SEIU Healthcare 775NW (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours and other terms and conditions of employment. The parties to this Agreement support and endorse the values of personal dignity, respect, choice, compassion and excellence in their working relationships together and with respect to the residents we serve.

## **Article 1: Quality of Care**

### **1.1 Statement of Intent**

Vashon Community Care maintains a process for Quality Assessment and Assurance. Vashon Community Care has a Quality Improvement Committee to ensure the facility identifies and addresses issues which affect quality of care as outlined in Federal and State regulations. Vashon Community Care strives to provide the best of care and a nurturing environment for those in our community who come to make Vashon Community Care their home.

### **1.2 Quality Improvement Committee**

The Quality Improvement Committee will be comprised of those required representatives under State and Federal Regulations and the bargaining unit member that presides as co-chair of the Resident Directed Care Advisory Committee (see Section 1.3) or their designee. The Quality Improvement Committee meets at least quarterly and is responsible for identifying quality assurance issues that necessitate action or review as outlined by facility policy, and developing and implementing appropriate plans of action to correct identified quality deficiencies.

### **1.3 Resident Directed Care Advisory Committee**

There shall be established a Resident Directed Care Advisory Committee consisting of a minimum of two (2) representatives from the bargaining unit and two (2) representatives of management. One manager and one bargaining unit member will co-chair the Committee. The purpose and function of the Committee is to identify resident care issues consistent with VCC’s resident care goals and to establish a process by which all interested employees may provide input, make recommendations, propose solutions and participate in validating resident care needs.

The Committee will be advisory only.

The Committee will meet a minimum of quarterly. The Employer will make reasonable accommodation to work schedules to ensure that Committee members are able to attend.

Employees on the Committee will be compensated for their time at their regular straight time rate.

The Committee may establish Ground Rules. Minutes of the meeting will be kept and referred to the Quality Improvement Committee. As determined by the co-chairs, if the Committee has a specific advisory recommendation, it may be referred in writing directly to the Administrator. The Administrator shall respond in writing to the Committee with what, if any, action is taken with respect to the recommendation and the reasons therefore. The response shall be made as promptly as the nature of the recommendation and investigation allow.

The Employer and the Union, through the Resident Directed Care Advisory Committee, may evaluate opportunities for joint lobbying on issues that support the mission of Vashon Community Care. The Resident Directed Care Advisory Committee may propose joint lobbying efforts, and such proposal may include the recommendation that employees who engage in joint lobbying efforts be compensated at their regular rate of pay. Any such proposal must be approved by the Administrator and the Vashon Community Care's Board of Directors.

The final decision on recommendations shall be made by the Administrator and shall not be subject to grievance or arbitration.

#### **1.4 VCC Team (Labor-Management Committee)**

The Employer and the Union shall establish a Labor-Management Committee consisting of a minimum of two (2) representatives from the Union and two (2) representatives of management. The VCC Team may establish Ground Rules. The VCC Team will meet at least monthly to discuss issues, concerns, suggestions and ideas of interest to both Parties. This committee will have no authority to modify this Agreement. Resource person(s) may attend as necessary with prior notice and approval of both parties.

## **Article 2: Union Membership**

### **2.1 Recognition**

Vashon Community Care, as the Employer, hereby recognizes SEIU Healthcare 775NW, as the sole and exclusive bargaining agent for all non-supervisory employees, including Registered Nurses, Licensed Practical Nurses, Nursing Assistants, Activities, Kitchen, Housekeeping, Maintenance, Laundry, Certified Occupational Therapist Assistants, Physical Therapist Assistants and Office Employees; and excluding managerial, supervisory and confidential employees as defined by the National Labor Relations Act.

## **2.2 Union Membership**

All employees covered by this Agreement who are members of the Union upon ratification of this Agreement shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues.

All bargaining unit employees hired after the date of ratification of this Agreement are covered by its terms. As a condition of employment, bargaining unit employees shall either become and remain a member in good standing in the Union within thirty (30) days of the date of hire and maintain membership in the Union for the duration of the Agreement or pay a fair share/representation fee. An employee who chooses to pay a fair share/representation fee instead of becoming a member in good standing shall provide written notice of such intent to the Union by certified mail with a copy to the Business Office, within seven (7) calendar days of the employee's date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee's personnel file.

The amounts to be deducted shall be in accordance with the Union's dues and fees structure as communicated to the Employer by the Union.

## **2.3 Religious Objection**

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a local Vashon Island organization identified on the Charity List (Appendix B). These religious objections and decisions as to which organization will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

## **2.4 Hold Harmless**

The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

## **2.5 Payroll Deductions**

During the term of this Agreement, the Employer shall deduct dues, fees, and any other voluntary contributions such as, but not limited to, COPE (Committee on Political Education) from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in



accordance with its terms. The amount(s) deducted will be transmitted monthly to the Union by separate checks made payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues, fees, and voluntary contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

## **2.6 Bargaining Unit/Payroll Deduction Roster**

Employees covered by this Agreement are required to maintain up-to-date personal phone numbers and mailing addresses on file with the Employer. The Employer shall monthly provide a roster of all bargaining unit employees to the Union. The roster shall include each employee's name, social security number, mailing address, job classification(s), department, FTE status, shift, rate(s) of pay, date of hire, date of termination, gross wages, monthly income, hours worked and amount of dues and COPE deductions. All information required to be transmitted under this Section shall be transmitted in a common electronic format agreed upon by the Employer and the Union.

## **Article 3: Union Representation**

### **3.1 Access to Premises**

Authorized Union representatives, upon giving two (2) hours' advance notice to the Administrator or manager in charge, will be provided with a room in the facility to meet with employees for the purpose of investigating grievances and Agreement compliance. Unless advance approval has been obtained from the Employer, Union representatives shall not have access to those areas of the Employer's premises which are not common areas, which include but are not limited to work areas, employees' lounges, nursing units or other resident care areas. Access to the Employer's premises shall be subject to the same general rules applicable to other non employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not disrupt the residents or interfere with resident care or the normal operation of the Employer.

### **3.2 Union/Worker Advocates and Executive Board Members**

#### **3.2.1 Union/Worker Advocates**

The Union will designate its worker advocates from among the employees in the bargaining unit. The Employer will not recognize these worker advocates until the Union has given the Employer written notice. Unless otherwise agreed to by the Employer, the

investigation of grievances and other Union business will be conducted only during non-working times and will not interfere with the work of other employees.

Subject to appropriate advance notice and scheduling requirements, worker advocates, up to a total of four (4) per calendar year, may have one (1) day, eight (8) hours, unpaid time to attend Union sponsored training in leadership, advocacy and dispute resolution.

### **3.2.2 Union Executive Board Members**

Subject to appropriate advance notice and scheduling requirements, up to two (2) employees from the bargaining unit that are serving as Union Executive Board Members shall be granted unpaid time to attend the Union Convention.

### **3.2.3 Union Leave for Advocacy Days**

Subject to appropriate advance notice and scheduling requirements, up to two (2) employees from the bargaining unit shall be granted up to four (4) days unpaid time per calendar year to attend Union-designated Long Term Care Advocacy Days. The employee(s) shall provide the Employer with verification that they attended any Long Term Care Advocacy Days for which they were granted unpaid leave.

## **3.3 Bulletin Board**

A bulletin board space, located in a prominent location in the employee break room, shall be designated for the use of the Union. Such bulletin board space shall be used for announcements and notifications pertaining to Union business. All materials posted on designated bulletin boards must be signed and dated by a designated Union representative or designee. The Union agrees to confine its postings to the designated bulletin board space.

## **3.4 New Employee Orientation**

A Union or worker representative(s) may meet with new employees during the facility's orientation to introduce employees to the Union and the Union Contract. The meeting will be held in conjunction with the Employer's New Employee Orientation and 24 hours' notice shall be given to the Union and its representative(s) designated for New Employee Orientation prior to such orientation. The Union portion of the Orientation meeting may last up to fifteen (15) minutes. The worker representative(s) will be released from work, if necessary. If no Union or worker representative designated for New Employee Orientation is able to participate in New Employee Orientation, a fifteen (15) minute meeting shall be arranged for the Union or worker representative to introduce the new employee to the Union and the Agreement within seven (7) calendar days following New Employee Orientation.

## **Article 4: Definitions**

### **4.1 Probationary Employee**

An employee who has been hired on a full-time, part-time, or on-call basis and who has been continuously employed by the Employer for less than ninety (90) days is a probationary employee. After ninety (90) days of continuous employment, the employee shall become a regular employee unless the probationary period is extended by mutual agreement. During the probationary period the employee can be discharged without notice, without cause, and without recourse to the grievance procedure.

### **4.2 Regular Full Time Employee**

An employee so classified on the Employer's personnel records, and who is regularly scheduled and who works not less than forty (40) hours per week or eighty (80) hours per fourteen (14) day period on a continuous basis, or an employee regularly scheduled and who works three (3) twelve (12) hour shifts per week, or seventy-two (72) hours in six (6) shifts per fourteen (14) day period on a continuous basis, is considered a regular full-time employee. Employees working a four (4) day on and two (2) day off schedule will be considered full-time employees. Regular full-time employees will only be paid for actual hours worked.

### **4.3 Regular Part Time Employee**

An employee so classified on the Employer's personnel records, and who is regularly scheduled and who works less than forty (40) hours per week or eighty (80) hours per fourteen (14) day period is considered a regular part-time employee.

### **4.4 Benefit-Eligible Employee**

#### **4.4.1 Insurance Benefits**

Insurance benefit eligible employees are those employees who have an assigned FTE that regularly schedules the employee for thirty-two (32) or more hours per week.

#### **4.4.2 Other Benefits**

Employees with a 0.5 FTE or greater may be eligible for Holiday Pay, Vacation Accrual, Sick leave Accrual and a Personal Day.

### **4.5 Temporary and On Call Employees**

#### **4.5.1 Temporary Employee**

Temporary employees shall be defined as employees hired for a specific length of time not to exceed six (6) months unless extended with the consent of the Union. Temporary employees who are subsequently reclassified to a regular position without a break in

service shall be given credit for actual hours worked as a temporary employee for purposes of wages, benefits and seniority.

#### **4.5.2 On-Call Employee**

On-call employees shall be defined as employees not regularly or consistently scheduled to work and/or employees called in on an unscheduled, intermittent basis. On-call employees will be required to work 2 shifts per month, one of which will be a weekend shift. On-call status will be reviewed for reclassification purposes if an employee is scheduled to work on the same basis as a benefit eligible full-time or part-time employee as defined within this Agreement for more than three (3) consecutive months. Those who are reclassified to an FTE status shall begin to be given credit for purposes of wages, benefit accruals and seniority at the time of the reclassification. The employee shall be subject to the probationary period set forth in Section 4.1 (Probationary Employee) if the employee has worked fewer than an average of three (3) shifts per month during the preceding six (6) months. If an employee is reclassified to a full-time or part-time position, his/her rate of pay may be readjusted to exclude any on-call or per diem premiums.

#### **4.6 Mentor**

A mentor is an experienced employee proficient in their position within their department who is responsible for the specific, criteria-based and goal-directed training for an identified period of time. A mentor has developed the responsibility for planning, organizing and evaluating the new skill development of an employee enrolled in a defined program.

An employee must apply for and be approved to be a mentor in accordance with guidelines outlined by facility, department and/or job.

It is understood that employees in the ordinary course of their general professional responsibilities will be expected to participate in the orientation process. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new employees.

The Employer will provide Mentor Training.

#### **4.7 Business Days**

The term "business day" refers to the days of the week from Monday through Friday, excluding Saturday, Sunday and holidays.

## **Article 5: Employment Practices**

### **5.1 Job Posting**

Regular full time or part time openings within the bargaining unit shall be posted conspicuously on the Employer's premises for five (5) days, excluding weekends and holidays, prior to the positions being filled on a regular basis. Seniority shall be the determining factor in filling a job opening, providing skill, ability, experience, past performance and/or quality of work are substantially equal in the opinion of the Employer. The Employer's decision shall be exercised in good faith and be based on objective criteria. Positions may be filled at the Employer's discretion on an interim basis until a regular placement is made.

### **5.2 Notice of Layoff**

Regularly scheduled full-time and part-time employees shall receive two (2) weeks' notice of layoff or two (2) weeks' pay in lieu of notice, plus any accrued vacation leave. Layoffs shall be conducted in accordance with article 6.3.

The Union will also receive two (2) weeks' notice of any impending layoffs.

### **5.3 Notice of Resignation**

Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure by the employee to give the required notice or failure to fulfill scheduled shifts shall result in loss of accrued vacation leave. Employees shall not be allowed the use of sick leave, vacation leave, and/or personal day during their last two (2) weeks of employment.

Upon findings of extraordinary circumstances, the Employer may waive any or all provisions of the foregoing paragraph.

### **5.4 Health Tests**

If an employee has a positive tuberculin skin test result, the employee is required to complete a chest x-ray screening with a physician at the direction of the Employer and at no cost to the Employee.

### **5.5 Discipline or Discharge**

No employee will be disciplined or discharged except for "just cause".

"Just cause" will be defined to include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension without pay and discharge). All disciplinary action(s) will occur within a reasonable timeframe from the incident and/or conclusion of investigation. A copy of all written disciplinary actions will be given to the employee. Employees will be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof.

Progressive discipline will not be applied when the nature of the offense is “just cause” for immediate suspension or discharge. An employee may request the attendance of a Union representative or Union Advocate during any disciplinary or investigative meeting which may lead to disciplinary action.

### **5.6 Personnel or Employee File(s)**

Employees have the right to access their own Personnel File(s). The employee may view this file in the presence of a management or administrative representative upon a written request. Files must be available within two (2) business days of receipt of written request. References to other person(s) found in any file(s) may be omitted for confidentiality if not forming a basis for discipline. References to residents found in any file(s) may be omitted for confidentiality purposes. Employees will be given the opportunity to provide a written rebuttal to any materials to be placed in their Personnel File(s).

### **5.7 Job Descriptions**

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to an employee for the position which he/she has been hired. Current job descriptions shall be made available to employees and the Union upon request.

Any changes to a job description shall be reviewed with a Union representative prior to implementation to determine if they constitute a significant change. If the changes are determined to be significant, the Employer shall provide a copy of the changed job description to the affected employee(s) and the Union.

### **5.8 Mentor Programs**

The Employer will develop and maintain a Mentor Program for all new employees and for employees who transfer into a new job classification.

### **5.9 Posting of Schedules**

The Employer shall determine and post monthly work schedules by the twentieth (20th) of the month immediately preceding the month in which the schedule is effective. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. However, once the schedule is posted, both the Employer and its employees will attempt to adhere as closely as possible to the posted schedule. If the Employer is required to change the schedule after it has been posted, the Employer will only do so with the consent of the affected employee(s) subject to the limited exceptions set forth in 5.9.1 below:

### **5.9.1 Limited Exceptions to Mutual Consent to Schedule Changes After Posting:**

- a. Unforeseeable emergent circumstances (e.g. national emergency, unforeseen disaster or other catastrophic event); or
- b. The exhaustion of reasonable efforts to obtain staffing — Vashon Community Care will, to the extent reasonably possible, seek volunteers, contact employees who have placed themselves on a list of employees willing to work extra hours (e.g. Overtime Desired List) and seek on-call employees, temporary or agency employees before assigning an employee to a vacant shift without consent. Vashon Community Care will document efforts to fill the vacant shift.

Any change in schedule between employees (i.e. “shift swapping”) must be pre-approved in writing by the Department Manager.

### **5.10 Low Census/Low Census Staffing**

The Employer shall publish a low census staffing schedule and call-in procedure for each department and shift affected. In the event there is a decrease in the work load and the Employer determines it is necessary to adjust the staffing, the following order of low census call off shall apply.

- a. Employees on overtime
- b. Temporary employees
- c. On-call employees
- d. If no on-call or temporary employees are scheduled, regular employees will be offered the opportunity to voluntarily reduce their scheduled hours. Employees may choose to use accrued vacation leave.
- e. If no volunteers are found, the Employer will equitably rotate low census on each shift by using the seniority list by job classification. The list will be created with the employee who was hired last being the first to take a low census day when the facility is overstaffed, subject to the above considerations. Such employee’s name will then be removed from the seniority list. If the next day the facility is overstaffed, the employee who was hired second to the last will be asked to take a low census day off, etc., until each employee has taken their turn. After every employee has taken their turn, the list will start over again.
- f. For employees that have volunteered to take a day off or for employees that have agreed to work an alternate day or shift prior to their name being called on the seniority list, that employee’s name will be crossed off from the list, and when his/her turn comes up, staffing will skip their name and proceed to the next employee.

### **5.11 Equal Opportunity**

The Employer and the Union agree not to discriminate in any manner, in conformance with applicable Federal, State and local laws, against any employee on the basis of race; color; religion; creed; sex; sexual orientation; gender identification, marital status; national or tribal origin; age; veteran status; or sensory, mental or physical disability, subject to occupational requirements and ability to perform job requirements. Any form of unlawful harassment or discrimination will not be tolerated by the Employer or the Union.

### **5.12 Professional Licenses, Certifications, Tests, Permits**

It shall be the obligation of the employee to keep the Employer notified of a current mailing address and home telephone number. Employees must keep current on and show proof of, all professional licenses, certifications, health tests and permits or other regulatory requirements that are required as a condition of employment, e.g. NAC license, Food Handlers Permits. The Employer will reimburse Employees for all approved expenses the Employee incurs for licenses and/or certifications acquired outside the requirements of the job description and at the request of the Employer. The Employer will schedule time off without pay to allow employees to attend class to obtain certifications/permits. Failure by an employee to comply with the above requirements shall subject the employee to discipline under Section 5.5 (Discipline or Discharge).

## **Article 6: Seniority**

### **6.1 Definition of Seniority**

Seniority shall be defined as an employee's continuous length of service with the Employer from the most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Employees shall be credited with seniority from their date of hire after satisfactory completion of the probationary period. A change in job classification does not constitute a break in seniority.

#### **6.1.1 Application of Seniority**

Seniority shall apply in the following:

- a. Applying for a position in the bargaining unit (Section 5.1 Job Posting);
- b. Order of layoffs (Section 6.3 Layoff) and recalls (Section 6.5 Recall);
- c. Taking a low census day (Section 5.10 Low Census/Low Census Staffing);
- d. Vacation scheduling (Section 9.9 Vacation and Personal Day Scheduling)

#### **6.1.2 Breaking of Seniority**

Seniority shall be broken only by the following:



- a. Resignation of employment
- b. Discharge for cause
- c. Retirement
- d. Layoff of more than twelve (12) months
- e. Failure to return in accordance with a leave of absence or when recalled from layoff
- f. Illness or injury of more than one (1) year's duration

### **6.1.3 Restoration of Seniority**

When converting from a .5 FTE or above status to an on-call position, vacation and sick accrual rates will cease and remain frozen for the period of time that the employee is on-call. Upon return to a .5 FTE or above, the employee's vacation and sick leave accrual will begin accruing at the rate from the time of the change to on-call.

## **6.2 Job Reclassification/Department Transfers**

The first thirty (30) calendar days in the new classification or department will be considered a mutual review period. During this review period the employee will be evaluated in order to determine that job responsibilities in the new position are being met.

Within the first fourteen (14) calendar days the employer will meet with the employee.

If determined that the employee does not fulfill job requirements and responsibilities, the employee will be reclassified to his/her previous position if that position continues to be vacant.

At any time during the mutual review period, the employee may request to return to his/her previous position, if it has not been filled.

If the position has been filled, prior to being subjected to layoff, the Employer will review other potential job opportunities with the employee.

## **6.3 Layoff**

Layoffs shall be by job classification and/or shifts. If a layoff (rather than a reduction in hours) is determined to be necessary by the Employer, layoffs will occur in the following order:

- a. The Employer will first seek volunteers
- b. In reverse order of seniority (the least senior employee will be laid off first, then the next least senior employee) of those employees within the current job classification.

- c. Past performance and/or quality of work may be the determining factor, in lieu of seniority, based upon established and documented job relevant criteria.

The Employer shall make available a listing of resources for an employee in the event of such employee's layoff.

#### **6.4 Bumping**

An employee whose hours are being cut or who is being laid off may fill any vacant position or displace a less senior employee in any bargaining unit job classification within the same department provided that he/she has the qualifications to do the job (as defined in Article 6 Seniority, Sections 6.3.b and 6.3.b.1).

#### **6.5 Recall**

Employees who have been laid off pursuant to Section 6.3 (Layoff) shall, for a period of up to twelve (12) months, be subject to recall to regular job openings in their former classification for which they are qualified, in the order of seniority after internal job posting. Employees on layoff shall not accrue but shall retain past service credits for seniority, wages and benefits purposes. Any notice of recall to an employee shall be sent by certified mail to the last known address of the employee. If the employee does not respond to a communication sent by mail within fourteen (14) days, the employee will be removed from the recall roster and such employee's personnel records shall be adjusted to reflect the employee's layoff.

### **Article 7: Hours of Work and Overtime**

#### **7.1 Normal Work Day**

A normal work day for an employee shall consist of eight (8) hours of work and an unpaid meal period of one-half (1/2) hour.

#### **7.2 Normal Work Period**

A normal work period for an employee shall consist of forty (40) hours of work within a seven (7) day period.

#### **7.3 Alternative Work Schedules**

An alternative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Agreement.

Alternative work schedules may be established in writing by agreement between the Employer, and a majority of the affected employee(s) involved, and a Union representative if requested by any one (1) of the affected employees. In the event one (1) or more employees terminate employment, the remaining employees shall follow the regular work schedule prescribed in this Agreement unless another alternative work schedule is established by the procedure outlined in this Section.

#### **7.4 Meal Periods**

Employees shall be allowed a meal period of at least thirty (30) minutes which commences no less than two (2) hours and no more than five (5) hours from the beginning of the shift. This meal period shall be on the employee's time. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on duty on the premises or at a prescribed worksite in the interest of the Employer. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees who are required to work through their meal periods and are unable to complete a full meal/break period during their remaining work shift shall be compensated for such time at regular or overtime rates as may be appropriate.

#### **7.5 Break Periods**

Employees shall be allowed a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours' working time. Break periods may be taken intermittently. Break periods shall be scheduled as near as possible to the midpoint of the work shift. No employee shall be required to work more than three (3) hours without a rest period.

#### **7.6 Rest Between Shifts**

Each employee shall have an unbroken rest period of at least twelve (12) hours between scheduled shifts unless mutually agreed to by the employee and the Employer. Except for those employees who are regularly scheduled to work with less than twelve (12) hours between shifts, all time worked within the twelve (12) hour period shall be paid at one and one-half times (1 1/2x) their regular rate of pay.

#### **7.7 Overtime**

##### **7.7.1 Eight/Eighty (8/80) Schedule**

Employees on a schedule of eighty (80) hours of work within a fourteen (14) day period shall be compensated at one and one half times (1 1/2x) their regular rate of pay for all hours worked in excess of eight (8) hours per day. Such employees shall be compensated at one and one-half times (1 1/2x) their regular rate of pay for all hours worked in excess of eighty (80) hours of work in a two (2) week period. There will be no

pyramiding or duplication of overtime pay or premium pay paid at the rate of one and one half times (1 1/2x).

For the purposes of this Section, the following job classifications shall be considered to be on an eighty (80) hour schedule: Laundry Aide, Housekeeper, Diet Aide, Cook, Nursing Assistant/Registered, Nursing Assistant/Certified, Maintenance Worker, Licensed Practical Nurse, Registered Nurse, Physical Therapist Assistant and Certified Occupational Therapist Assistant.

#### **7.7.2 Forty (40) Schedule**

Employees on a schedule of forty (40) hours of work within a seven (7) day period shall be compensated at one and one half times (1 1/2x) their regular rate of pay for all hours worked in excess of forty (40) hours in the work period.

For the purposes of this Section, the following job classifications shall be considered to be on a forty (40) hour schedule: Activities Coordinator, Receptionist, Administrative Assistant, Resource Specialist and Staff Development Coordinator.

Any employee working a position that calls for ten (10)-hour shifts or twelve (12)-hour shifts shall be placed on a forty (40) hour schedule for the purposes of overtime computation.

#### **7.7.3 Four (4) On, Two (2) Off Schedule**

Employees on a four (4) on, two (2) off schedule are subject to the eight (8) eighty (80) rule for overtime as described in Section 7.7.1. In addition, such employees shall be compensated at one and one-half times (1 1/2x) their regular rate of pay for hours worked on their regularly-scheduled day off, provided that they work their regularly scheduled days before and after working such day off during the eighty (80) hour work period.

#### **7.7.4 Overtime Classification**

All employees covered by this Agreement shall be placed in either an eight/eighty (8/80) or a forty (40) hour work week for overtime calculations. All newly hired employees will be informed upon hire of their overtime classification.

#### **7.7.5 Other Overtime Provisions**

Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must have prior supervisory approval, wherever possible. In the event an employee is required to remain on duty to meet staffing requirements mandated by Federal, State, and/or local laws or when there is a question of abandonment of residents, such employee will be compensated at one and one-half

times (1 1/2x) his/her regular rate of pay for hours worked beyond his/her regularly scheduled hours or until the Employer releases the employee. Unless otherwise specifically designated in this Agreement, there will be no pyramiding of overtime pay.

The overtime rate is based on an employee's regular rate of pay (base rate of pay and includes any applicable differentials). An employee's regular rate of pay does not include premiums (such as Mentor pay).

### **7.8 Weekend Work**

The Employer will endeavor to schedule full time positions, except for designated weekend positions, to one (1) weekend off out of two (2) successive weekends.

### **7.9 Called to Work On Day Off**

If an employee agrees to work on his/her scheduled day off with less than either five (5) hours' notice before the second or third shift begins or eight (8) hours' notice before the day shift begins, the employee shall be compensated at one and one-half times (1 1/2x) his/her regular rate of pay for all hours worked on that shift. This does not apply to On-Call employees.

### **7.10 Severe Weather**

Employees who are late for work during a severe weather day will be offered the opportunity to work their full regular schedule of hours, if work is needed, without pay deductions taken from their regular scheduled work day providing the employee completes their full schedule of hours. Severe weather days are days when weather hampers mass transit, e.g. buses and ferries, from transporting travelers to their destinations. If weather conditions are such that driving to work would be hazardous, roads are closed, or travel to work would result in extreme hardship, an employee may use his/her vacation leave if the facility is unable to provide transportation to and from the facility. Sick time is not available for severe weather days.

## **Article 8: Wages**

### **8.1 Wage Rates**

The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix "A" attached hereto and made part of this Agreement. Employees shall be compensated according to the wage scale set forth in Appendix "A."

### **8.1.1 Recognition for Past Experience**

For purposes of placement on the wage scale (Appendix "A"), employees hired after the ratification date of this Agreement shall be credited year-for-year for related continuous recent work experience.

For the purposes of this Section, continuous recent experience shall be defined as relevant experience in the health care field without a break in experience which would reduce the level of skills as determined by the Employer.

## **8.2 Differential and Premium Pay**

### **8.2.1 Shift Differential**

All employees who work an evening (second) shift shall be paid a shift differential of fifty cents (\$0.50) per hour. All employees who work a night shift (third) shall be paid a shift differential of fifty cents (\$0.50) per hour.

### **8.2.2 Weekend Premium Pay**

Any employee who works on a weekend shall receive a fifty cent (\$0.50) per hour premium for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend shall be defined as the forty-eight (48) hour period beginning with the start of the night shift on Friday.

### **8.2.3 On-Call Nurse Differential**

On-call registered nurses and licensed practical nurses shall receive a fifteen percent (15%) wage differential over and above their hourly base wage rate plus any applicable shift differentials.

### **8.2.4 Cumulative Shift Differentials**

Employees will receive the two differentials above (8.2.1 Shift Differential and 8.2.2 Weekend Premium Pay) for all hours worked during the weekend and on the evening and/or night shifts (e.g. \$0.50 for working on the weekend + \$0.50 for working the evening shift = \$1.00 per hour in addition to the individual's base rate).

## **8.3 Temporary Assignments to a Higher Paid Position**

Assignment to a higher paid position for more than one-half (1/2) of the employee's shift shall result in compensating such employee at the higher rate of pay for the full shift. The rate will be determined by adding the hourly rate difference to the employee's rate. Temporary assignment to a lower paid position will not result in reduction in pay rate.

## **8.4 Promotions**

Upon promotion to a higher paid job classification, an employee shall be paid at the base step in the wage scale of the higher paid job classification unless the employee has previous job

experience directly related to the new classification. In this case, the employee would be placed appropriately on the wage scale for such job classification.

### **8.5 Transfers**

An employee who transfers to a lower paid job classification shall be placed appropriately on the wage scale for such job classification.

### **8.6 Mentor Pay**

Employees functioning in the role of a Mentor as defined in Section 4.6 Mentor, shall be paid three dollars (\$3.00) per hour in addition to their base rate plus any applicable shift differentials (Section 8.2 Differential and Premium Pay), for all hours assigned and pre-approved as a Mentor.

### **8.7 Ferry Tickets**

The Employer will provide employees ferry tickets for commuting to and from the facility for work shifts and/or to attend mandatory meetings or in-services per the Employer's policy.

## **Article 9: Holidays and Vacation Leave**

### **9.1 Holidays**

Holidays were established to honor a day of remembrance or celebration. We honor those days, but still need to provide care to our residents.

We observe the following holidays:

|                  |               |
|------------------|---------------|
| New Year's Day   | Memorial Day  |
| Independence Day | Labor Day     |
| Thanksgiving Day | Christmas Day |

A holiday is defined as beginning at the start of the night shift prior to 12:00 a.m. on the day of the holiday. For example, Christmas is December 25th. The holiday begins at the start of the shift, presently 10:00 p.m., on December 24th.

### **9.2 Thanksgiving, Christmas and New Year's Scheduling**

To provide a fair method of allowing employees to receive Holiday benefits, Thanksgiving, Christmas Day (Christmas Day or Christmas Eve options for Night Shift), and New Year's Day (New Year's Day or New Year's Eve options for Night Shift), will be scheduled as agreed to by staff of a specific department. If no agreement is reached, the following rules shall apply:

- a. No employee will be granted the same holiday off two (2) years in a row.
- b. No employee will be granted two (2) consecutive holidays off in a row.

- c. Each employee will be guaranteed no less than one (1) of the above holidays off, except in extreme circumstances beyond the Employer's control.
- d. Once the schedule has been posted changes must be approved by the Department Manager and such changes will not affect holiday scheduling history for scheduling purposes.

### **9.3 Holiday Eligibility**

An employee regularly scheduled to work 0.5 FTE or above and who has completed the three (3)-month probationary period, will receive holiday benefits which consist of the equivalent of the hours worked in his/her normal shift at such employee's regular rate of pay. When an employee is scheduled to work on a recognized holiday in Section 9.1 (Holidays) and calls in ill the day before, the day of, or the day following the holiday, then the employee shall not be eligible for that holiday's pay, unless the employee can furnish for the Employer a doctor's note verifying the illness. For example, an employee who is regularly scheduled to work an eight (8) hour shift shall be entitled to holiday pay consisting of eight (8) hours compensated at such employee's regular rate of pay. An employee who is regularly scheduled to work a six (6) hour shift, shall be entitled to holiday pay consisting of six (6) hours compensated at such employee's regular rate of pay.

### **9.4 Holiday Pay**

When a holiday-eligible employee works a holiday referenced in Section 9.1 (Holidays), he or she shall be compensated at his or her regular rate of pay in addition to the holiday pay described in Section 9.3 (Holiday Eligibility). If such employee's scheduled shift overlaps onto a holiday, all the hours in such shift shall be considered for holiday pay if the majority of the hours in the shift falls within the holiday period. When an employee who is not eligible for holiday pay but works a shift on a holiday referenced in Section 9.1 (Holidays), s/he shall be compensated at two times (2x) his/her regular rate of pay for all hours worked for such shift.

### **9.5 Sick Leave Restrictions**

When an employee is scheduled to work on a recognized holiday in Section 9.1 (Holidays) and calls in ill the day before, the day of, or the day following the holiday, then the employee shall not be able to utilize his/her sick leave, unless the employee can furnish for the Employer a doctor's note verifying the illness.

### **9.6 Personal Day**

Employees regularly scheduled to work 0.5 FTE or above who have completed one (1) year of employment are entitled to one (1) personal day, after their first anniversary, paid at their regular rate of pay. The personal day may be taken in lieu of regularly scheduled work time during each calendar year. Employees must get prior approval from their Department Manager to take a personal day. For example, an employee who is regularly scheduled to work an eight



(8) hour shift shall be entitled to a personal day consisting of eight (8) hours compensated at such employee's regular rate of pay. An employee who is regularly scheduled to work a six (6) hour shift, shall be entitled to a personal day consisting of six (6) hours compensated at such employee's regular rate of pay.

If the personal day is not used by the employee by their next anniversary date, the personal day is forfeited without pay.

## 9.7 Vacation Leave

An employee regularly scheduled to work 0.5 FTE or above shall begin to accrue vacation leave, and may use accrued vacation leave after three (3) months of employment.

Vacation leave accrual rates are as follows (0.5 FTE – less than 1.0 FTE):

Employees working less than a regular full-time schedule as defined in Section 4.2 (Regular Full-Time Employee) shall accrue vacation leave hours on the basis of actual hours worked, not including overtime, holiday, sick or vacation hours paid. Vacation leave hours shall be calculated based on an employee's years of service by multiplying the hours paid times the following factor:

Years of Service 1-2    hours paid x .01962 (no more than 5 work days)

Years of Service 3 -5    hours paid x .03840 (no more than 10 work days)

Years of Service 6-8    hours paid x .05780 (no more than 15 work days)

Years of Service 9+    hours paid x .07680 (no more than 20 work days)

Vacation leave accrual rates are as follows (1.0 FTE)

Employees who are classified and work as a 1.0 FTE (40 hours per week) will accrue vacation at a rate of ten (10) calendar work days per year for years of service.

Years of Service 1 – 5            hours paid x .03840 (up to 10 work days)

Years of Service 6 - 8            hours paid x .05780 (up to 15 work days)

Years of Service 9+            hours paid x .07680 (up to 20 work days)

Vacation leave will be paid in no less than full shift increments. Unused vacation leave hours may not exceed two-hundred (200) hours each month. Any hours over two-hundred (200) at the end of the month shall be lost if not used during the month. Employees are responsible for monitoring their vacation leave balances and for scheduling vacations so they do not lose vacation leave hours.

Vacation leave hours shall not accrue during a leave of absence.

### **9.8 Vacation Leave Cash Out**

Employees who complete twelve (12) months of employment and voluntarily end employment or reduce their FTE to below 0.5 FTE, will be paid for unused vacation if they give the required advanced notice (14 calendar days). No sick or vacation time will accrue during the advanced-notice period. Vacation leave may also be cashed out to an employee when the employee's leave balance exceeds 100 hours at one hundred percent (100%) of the employee's regular rate of pay. The request for cash-out must be submitted in writing five (5) days prior to the end of the pay period. All cash-outs are subject to lawful withholding.

### **9.9 Vacation and Personal Day Scheduling**

All requests for vacation time or earned Personal Day must be scheduled and approved by the Department Manager and/or Administrator prior to becoming effective. Business necessity and resident care issues will be the determining factor in evaluating each request.

The Employer reserves the right to schedule, change, or cancel a vacation leave request. The Employer will provide the employee a good faith, bona fide explanation for the decision when denying an employee from utilizing vacation leave benefits.

Competing requests for vacation will be resolved based upon seniority and/or scheduling within a specific department. All requests must be submitted in writing by the fifth (5th) day of the preceding month. Requests must be submitted to an employee's department manager and/or Administrator where applicable.

Between December 20<sup>th</sup> and January 2<sup>nd</sup>, vacation leave will not exceed one (1) week.

### **9.10 Voluntary Vacation Leave Donation**

An employee may voluntarily donate his/her vacation leave hours to another employee's sick leave by submitting a written request to the Business Office.

The Administrator shall in good faith determine if the receiving employee's situation would be eligible for donation.

## **Article 10: Sick Leave**

### **10.1 Sick Leave Accrual**

Eligible employees shall accrue sick leave at the rate of 0.019 hours per paid hour, excluding overtime hours. For example, a full-time employee shall accrue sick leave at  $0.02307 \times 2080$  hours annually = 6 days. The maximum accrual of sick leave shall be limited to two-hundred (200) hours. During the probationary period, employees shall be eligible to accrue but not take sick leave.

### **10.2 Sick Leave Eligibility**

Sick leave shall apply for any of the following conditions:

- a. Illness or injury which incapacitates the employee from performing his/her normal duties,
- b. Disability due to conditions arising from pregnancy, childbirth and childbirth recovery as certified by an attending physician, and/or
- c. To care for a child of the employee with a health condition that requires treatment or supervision. To qualify as a "child," the person in need of care must be under the age of eighteen (18) or incapable of self care because of a mental or physical disability. Biological, adopted, foster, and step children all meet the definition of child.
- d. To care for a spouse/partner, or a relative for whom the employee is a legal guardian, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
- e. To attend appointments with healthcare providers.

The Employer may require a written certificate from a physician or other health care professional verifying the illness or injury claimed. In addition, the Employer may require a second opinion to be paid by the Employer. The Employer shall be the sole judge of the necessity of such proof.

### **10.3 Notification to Call-In Sick**

Evening and night shift employees shall notify the Employer at least six (6) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Day shift employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. In the event of a documented emergency, the need of notification may be waived by the Employer. Failure to do so may, at the Employer's discretion, result in loss of paid sick leave for that day.

## **10.4 Proof of Illness**

In the event of illness or injury in excess of three (3) working days in duration, the Employer may require a physician's certificate verifying the employee's ability to return to regular and customary duties.

## **10.5 On-The-Job Injury**

Accrued sick leave may be used to supplement the amount received by an employee from Workers' Compensation insurance up to the employee's regular rate of pay. The employee must make the request in writing to the business office and is subject to L&I rules.

## **10.6 Voluntary Sick Leave Donation**

An employee may voluntarily donate his/her sick leave hours to another employee's sick leave by submitting a written request to the Business Office, subject to the following conditions:

- a. The employee donating sick leave hours must maintain a forty (40) hours minimum sick leave balance;
- b. The Administrator shall in good faith determine if the receiving employee's situation would be eligible for donation.

# **Article 11: Leaves of Absence**

## **11.1 General Leave Provisions**

All leaves of absence, including Union or personal leave, must be requested by an employee in writing as far in advance as possible stating the reason for the leave and the amount of time requested. Except as otherwise provided in this Agreement, it shall be the Employer's prerogative to grant or deny the request. Leave requests shall not be unreasonably denied. A leave of absence begins on the first date of absence from work. Failure to return from a leave of absence by the agreed upon return date subjects the employee to discipline up to and including discharge. In extenuating circumstances, when the return date needs to be extended or changed, the employee will communicate the need for the change as early as possible to the Employer.

### **11.1.1 Health Coverage While on Leave**

An employee on a leave of absence will continue to receive health coverage while he/she remains in a paid status. Upon expiration of any accrued time (e.g. vacation leave, sick leave), such employee must make arrangements through the Business Office for self-payment of insurance coverage. While in an unpaid status for an approved leave of absence, a benefit-eligible employee may continue insurance coverage under current COBRA regulations.

### **11.1.2 Health Coverage While on Union Leave**

If an employee is participating in the Employer-provided health plan upon commencement of a Union Leave, the Employer shall continue such employee's coverage through the Employer-provided health care benefits, for which the Union shall reimburse the Employer.

## **11.2 Maternity/Paternity Leave**

A maternity/paternity leave of absence limited to the period of temporary disability shall be granted without loss of seniority or benefits accrued to the date such leave commences. Upon return from this maternity/paternity leave, the employee shall be given the same or similar job she/he vacated, and one of equal pay.

Prior to the employee returning from a leave of absence, the Employer may require a statement from the attending physician verifying the leave period.

Maternity leave shall require a physician's note attesting to the employee's capability to perform the work required of the job.

## **11.3 Federal and State Medical Leave Acts**

### **11.3.1 The Employer and the Union recognize the rights set forth under the Family Medical Leave Act of 1993 and applicable Washington State law (Washington CARE Act).**

For current information of the Act(s):

[www.dol.gov/whd/fmla](http://www.dol.gov/whd/fmla)

[www.lni.wa.gov/workplacerrights/leavebenefits/familycare](http://www.lni.wa.gov/workplacerrights/leavebenefits/familycare)

### **11.3.2 Summary of FMLA Rights**

A family and/or medical leave of absence is defined as an approved absence available to employees for up to twelve (12) work weeks of leave after twelve (12) months of employment and when an employee has worked at least 1,250 hours in the previous twelve (12) months. This may be taken as combined paid and/or unpaid time in a twelve (12) month period under particular circumstances that are critical to the life of a family. The twelve (12) month period begins from the date of the employee's family or medical leave (either paid or unpaid). Family Medical Leave may be taken: upon the birth of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child under the age of eighteen (18) or over the age of 18 if the child is incapable of self care, spouse, domestic partner, relative for whom the employee is a legal guardian, parent, stepparent, stepchild, or mother/father-in-law, or other family members as defined in the Act, who has a serious

health condition; or when the employee is unable to perform the functions of his or her position because of a serious health condition. Extended leave may be available in accordance with FMLA for eligible employees to care for a military family member who is recovering from a serious illness or injury sustained in the line of duty.

An employee on FMLA not exceeding twelve (12) weeks from date of first absence from work or, in the case of childbirth from the day of the mother's temporary medical disability from childbirth has ended, shall be entitled to return to his/her original position with equivalent pay, benefits and other terms and conditions of employment.

After the expiration of twelve (12) weeks, the employee shall be entitled to the first available position for which the employee is qualified. In accordance with applicable law, victims of domestic violence may be allowed extended leave.

#### **11.3.3 Availability of Sick Leave Under FMLA**

Subject to State law and facility policy, employees on FMLA will be required to use accrued sick and vacation leave before the leave is extended as an unpaid leave of absence.

#### **11.3.4 Extension of Leave of Absence**

An extended leave of absence beyond the period of actual physical disability may be allowed at the discretion of the Employer. Employees who request and receive from the Employer an extension of a leave of absence shall upon return to work be reinstated to the employee's former position, if vacant, or to the first available opening for which the employee is qualified. The employee's right to reinstatement to the first available opening shall be limited to ninety (90) days following the employee's notification to the Employer of the employee's availability for work, providing the employee's notification to the Employer occurs on or before the return date agreed upon by the employee and the Employer.

#### **11.3.5 Military Leave**

An employee required to attend military reserve training or who is called to active duty shall be granted a leave of absence with no loss of seniority or benefits accrued to the date such leave commences. Such Military Leave shall be unpaid, except that the employee may utilize any earned vacation leave. Reinstatement to work shall be in compliance with the federal USERRA and State laws.

#### **11.3.6 Summary of the Washington Care Act**

Washington State's Family Care Act of 2002 allows workers with available paid sick leave or other paid time off to care for a sick child with a routine illness; a spouse, registered

domestic partner, parent, parent in law, or grandparent with a serious or emergency health condition; and an adult child with a disability.

Information about the Washington Care Act can be found online at:  
[www.lni.wa.gov/WorkplaceRights/LeaveBenefits/FamilyCare](http://www.lni.wa.gov/WorkplaceRights/LeaveBenefits/FamilyCare)

### **11.4 Jury Duty Leave**

Time off at regular straight time pay for scheduled hours missed shall be granted for days when the employee is regularly scheduled to work and is required to serve on Jury Duty provided that operational hardship to the facility and quality of care delivered to the residents would not be jeopardized as a result from an employee serving on Jury Duty. If the employee is scheduled for Jury Duty but is not required to serve that day, then the employee shall notify their Department Manager to determine the availability of work that day. The Employer will make an effort to find work for the employee. Pay received from the court for such service must be refunded to the Employer.

### **11.5 Bereavement Leave**

The Employer shall grant an employee up to three (3) days of paid leave due to a death in the immediate family. Immediate family shall be defined as grandparent, parent, spouse, brother, sister, child, domestic partner, grandchild, stepchildren of the immediate family, mother in law and father in law, and step-parent(s) of the Employee.

## **Article 12: Insurance**

### **12.1 Insurances**

Medical, dental, vision and life insurance is provided for benefit eligible employees, as defined in this Agreement. The Employer will pay ninety percent (90%) of an Employee's premium and the Employee shall pay ten percent (10%) of the premium. Employees can add their spouse or dependent children at one hundred percent (100%) of the cost. Employees are eligible for coverage the first day of the month after completing their probationary period (90 days) or signing up during the open enrollment period.

### **12.2 Changes to Benefits**

In the event the Employer modifies its current plans or provides alternative plan(s), the Employer will review the plan changes with the Union at least thirty (30) days prior to the intended implementation date. Employees will be given at least thirty (30) days notice of any changes to insured benefits.

## Article 13: Grievance Procedure

### 13.1 Grievance Defined

A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. Unless otherwise specifically agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working time. If any such grievance arises it shall be submitted to the following grievance procedure.

### 13.2 Time Limits

Time limits in the following steps may be extended by mutual written consent of the Employer and the Union. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute a formal withdrawal of the grievance by the employee and the Union. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee, provided, however, mediation or arbitration must be specifically requested by the Union.

### 13.3 Grievance Procedure

A grievance shall be submitted to the following grievance procedure:

#### **Step 1. Department Manager**

The grievance in the first instance will be presented to the employee's Department Manager in writing setting forth the detailed facts concerning the nature of the grievance, the contractual provision allegedly violated and relief sought within ten (10) business days of the alleged breach of the express terms of this Agreement or within ten (10) business days of the date the employee knew or reasonably should have known of the alleged breach. The employee and the Department Manager or designee shall meet within five (5) business days from the Department Manager's receipt of the grievance, or mutually agreed to date to try and resolve the grievance. The employee may request the presence of a Union representative at such meeting. Every effort shall be made to settle the grievance at Step 1. The Department Manager or designee will respond to the grievance within five (5) business days of the meeting.

#### **Step 2. Administrator**

If the grievance is not resolved to the satisfaction of the complainant within ten (10) business days from receipt of the written response, then the grievance may be presented to the Administrator or designated representative in writing. The Administrator or designated representative shall within five (5) business days, or mutually agreed to date meet with the grievant and representative of the Union in an attempt to resolve the grievance. Within five (5)



business days after such meeting, the Administrator or designated representative shall send to the grievant and to the Union a written response to the grievance.

### **Step 3. Mediation**

If the grievance is not resolved to the satisfaction of the complainant within five (5) business days from receipt of the Administrator's written response to Step 2, upon written request of the Union, the grievance shall be submitted to non-binding mediation. Mediation can be waived by written mutual agreement of the parties.

The mediator shall be selected by mutual agreement of the parties. The mediator shall convene the parties within five (5) business days, or mutually agreed to date, of selection. Once convened, the mediation process shall continue until the mediator declares that the mediation process is concluded, or five (5) business days, whichever comes first. Costs of mediation shall be shared equally by both parties.

### **Step 4. Arbitration**

If the grievance is not resolved in Step 3, the grievance may be submitted in writing to an arbitrator as hereinafter provided, providing it is filed within ten (10) business days following the conclusion of mediation or the waiver of Step 3. The parties shall select an impartial party to serve as arbitrator. In the event the Employer and Union are unable to agree upon an arbitrator, the arbitrator shall be selected by the process of elimination by striking from a panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall render a decision as promptly as possible and in any event within thirty (30) business days from the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her. The arbitrator shall have jurisdiction and authorization only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The arbitrator is not authorized to make a back pay award for any period earlier than the date the grievance was first presented to the Employer at Step 1 of this grievance procedure. Any decision within the jurisdiction of the arbitrator shall be final and binding upon the parties. The expenses and fees incumbent to the services of the arbitrator shall be equally shared by the Employer and the Union.

## **Article 14: No Strikes**

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown or work stoppage of any nature.

During the term of this Agreement, any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage shall be subject to immediate dismissal. The Union and its officers will do everything within their power to end or avert such action.

During the term of this Agreement, no lockouts shall be entered upon by the Employer.

## **Article 15: Management Responsibilities**

The Union recognizes that the Employer has the obligation of serving its residents with the highest quality of care, efficiently and economically and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage its facilities including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to discipline, demote or discharge employees for just cause; to lay off employees for lack of work, to recall employees, to require reasonable overtime work of employees; to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised as to violate any specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent in the management function. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

## **Article 16: General Provisions**

### **16.1 Severability**

If an Article and/or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article and/or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining

negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article and/or Section.

### **16.2 Scope of Agreement**

The Employer and the Union acknowledge that during the negotiations that resulted in this Agreement, each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements and supersedes all prior understandings and practices, oral or written, expressed or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise. Unless specifically provided to the contrary, past practices existing prior to the ratification of this Agreement shall not be binding on the Employer. Furthermore, the Employer shall not be bound by any practices that exceed the agreed upon terms and conditions of employment set forth in this Agreement.

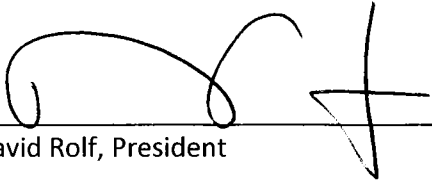
### **16.3 Successorship**

If the Employer shall sell, transfer, or otherwise dispose of or contract out as a business, or cause it to be merged or consolidated with that of any other person, corporation or other business entity, then the agreement by which such sale, transfer, disposition, merger, consolidation or contracting out is made, shall provide that the entity thereafter to operate the business shall assume all of the terms and conditions of this Agreement, and shall specifically agree to retain all members of the bargaining unit then employed in the business as may be consistent with staffing.

## **Article 17: Duration**

This Agreement shall be effective June 1, 2014 and shall continue in full force and effect to and including May 31, 2017. Should either party desire to modify or terminate this Agreement before May 31, 2017, it shall serve written notice at least ninety (90) days prior to that date. Failure of such notice to be served shall result in this Agreement being renewed from year to year thereafter unless written notice of desire to amend the Agreement is served by either party at least ninety (90) days prior to the date of expiration.

For SEIU Healthcare 775NW:

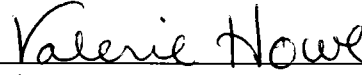


David Rolf, President

9-25-14

Date

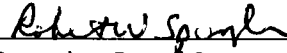
For Vashon Island Community Care:



Valerie Howe, Board President

9-25-14

Date



Bob Spangler, Board Secretary

Sept 25, 2014

Date







## Appendix B:

### Charity List for Religious Objection

Letter of Agreement Between Vashon Community Care and SEIU Healthcare 775NW

- Vashon Island Food Bank
- Partners In Education
- Youth and Family Services

#### Letter Of Understanding

If, during the life of this contract, the employer determines to move to a PTO/EIB program, the Union will be notified and the parties may bargain, upon request within thirty (30) days of the notification.

#### Letter Of Understanding

The parties agree that in order to protect employee privacy, SEIU Healthcare 775NW (the "Union") agrees that the employee identification numbers may be substituted for social security numbers that are requested in their 2014-2017 Collective Bargaining Agreement as soon as the Union has changed its technology to accommodate this change. The Union agrees to notify the Employer within ten (10) days of the date the change in technology is made.

## Appendix C: Eight (8) Eighty (80) Overtime Rule Schedule

|  | 2014       | 2015       | 2016       | 2017      |
|--|------------|------------|------------|-----------|
|  | 6/14/2014  | 1/10/2015  | 1/9/2016   | 1/7/2017  |
|  | 6/28/2014  | 1/24/2015  | 1/23/2016  | 1/21/2017 |
|  | 7/12/2014  | 2/7/2015   | 2/6/2016   | 2/4/2017  |
|  | 7/26/2014  | 2/21/2015  | 2/20/2016  | 2/18/2017 |
|  | 8/9/2014   | 3/7/2015   | 3/5/2016   | 3/4/2017  |
|  | 8/23/2014  | 3/21/2015  | 3/19/2016  | 3/18/2017 |
|  | 9/6/2014   | 4/4/2015   | 4/2/2016   | 4/1/2017  |
|  | 9/20/2014  | 4/18/2015  | 4/16/2016  | 4/15/2017 |
|  | 10/4/2014  | 5/2/2015   | 4/30/2016  | 4/29/2017 |
|  | 10/18/2014 | 5/16/2015  | 5/14/2016  | 5/13/2017 |
|  | 11/1/2014  | 5/30/2015  | 5/28/2016  | 5/27/2017 |
|  | 11/15/2014 | 6/13/2015  | 6/11/2016  |           |
|  | 11/29/2014 | 6/27/2015  | 6/25/2016  |           |
|  | 12/13/2014 | 7/11/2015  | 7/9/2016   |           |
|  | 12/27/2014 | 7/25/2015  | 7/23/2016  |           |
|  |            | 8/8/2015   | 8/6/2016   |           |
|  |            | 8/22/2015  | 8/20/2016  |           |
|  |            | 9/5/2015   | 9/3/2016   |           |
|  |            | 9/19/2015  | 9/17/2016  |           |
|  |            | 10/3/2015  | 10/1/2016  |           |
|  |            | 10/17/2015 | 10/15/2016 |           |
|  |            | 10/31/2015 | 10/29/2016 |           |
|  |            | 11/14/2015 | 11/12/2016 |           |
|  |            | 11/28/2015 | 11/26/2016 |           |
|  |            | 12/12/2015 | 12/10/2016 |           |
|  |            | 12/26/2015 | 12/24/2016 |           |



# 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 Healthcare775NW**

215 Columbia St.

Seattle, WA 98104

[www.seiu775.org](http://www.seiu775.org)

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

