Collective Bargaining Agreement

between
SEIU 775
and
Prestige Sunnyside

LPNs and RNs

Effective June 30, 2015 to August 31, 2016
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ARTICLE 1: RECOGNITION

The separate employers Care Center (Camas), Inc., dba Prestige Care and Rehabilitation - Camas; Care Center (Clarkston), Inc., dba Prestige Care and Rehabilitation - Clarkston; Care Center (Colville), Inc., dba Prestige Care and Rehabilitation - Pinewood Terrace; Care Center (Grandview), Inc., dba Prestige Care and Rehabilitation - Grandview; Care Center (Richland), Inc., dba Richland Rehabilitation Center; Richland ALF Ventures, L.L.C., dba Prestige Assisted Living at Richland; Care Center (Sunnyside), Inc., dba Prestige Care and Rehabilitation - Sunnyside; and Care Center (Union Gap), Inc., dba Prestige Care and Rehabilitation - Parkside (hereafter referred to as the “Operator” or “Employer”), which all Parties agree are separate employers for all purposes and separate limited liability companies for all purposes. Each agree to associate with the other for the purpose of recognizing SEIU 775 (hereafter referred to as the “Union”) as the exclusive collective bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining, for all employees in the listed classifications at the following locations:

1.1 Care Center (Camas), Inc.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Laundry Aides; Medical Records Assistants; Maintenance Aides; Nursing Assistants Certified (NAC); and Restorative Aides.

1.2 Care Center (Clarkston), Inc.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Dishwashers; Housekeepers; Laundry Aide; Maintenance Aides; Nursing Assistants Certified (NAC); Social Service Assistants; and Restorative Aides.

1.3 Care Center (Colville), Inc.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Laundry Aides; Licensed Practical Nurses (LPN); Nursing Assistants Certified (NAC); Nursing Assistants Registered (NAR); and Registered Nurses (RN)

1.4 Care Center (Richland), Inc.
The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Laundry Aides; Housekeepers; Dietary Aides; Nursing Assistants Certified (NAC); and Nursing Assistants Registered (NAR).

1.5 Richland ALF Ventures, L.L.C.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Assisted Living Aides; Cooks; Laundry Aides; Housekeepers; and Dietary Aides.

1.6 Care Center (Sunnyside), Inc.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Transportation Assistant; Laundry Aides; Licensed Practical Nurses (LPN); Medical Records Assistants; Nursing Assistants Certified (NAC); Registered Nurses (RN); and Restorative Aides.

1.7 Care Center (Union Gap), Inc.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Cooks; Dietary Aides; Housekeepers; Laundry Aides; Licensed Practical Nurses (LPN); Medical Records Assistants; Nursing Assistants Certified (NAC); Registered Nurses (RN); and Restorative Aides.

ARTICLE 2: SUBCONTRACTING

2.1

Both parties understand that for the Employer 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, however, the Employer will endeavor to utilize its own employees whenever practicable. Except during temporary periods of emergency when resident care is jeopardized (such as fire or flood), the Employer will notify the Union at least forty-five (45) days prior to implementation of any changes. The Employer also agrees to meet and confer with the Union regarding the changes.

2.2
Furthermore, the Employer 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 and employees.

ARTICLE 3: LABOR MANAGEMENT COMMITTEE

3.1 Labor Management Committee.

The Employer and the Union agree to work together for the mutual benefit of the workers, the residents, the Employer and the Union. The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of four (4) Union representatives, which could include one (1) Union field representative and four (4) 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 Employer 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.

3.2 Washington Cooperation Committee.

The Employer and the Union further agree to establish a Washington Master Agreement Labor Management Cooperation Committee specific to the Employer on a statewide basis. This committee will be composed of appropriate employees of Employer, 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 Employer-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.

3.3

Nothing in this section shall limit the Employer’s sole and exclusive right to manage the facility.
ARTICLE 4: MANAGEMENT RIGHTS

4.1

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.

4.2

The right to manage includes, but is not limited to, the right to hire, assign, transfer, suspend, discharge and discipline employees for just cause; select and determine the number of its 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 employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and act of employees during working hours, select supervisory employees; train 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 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 employees, and in all respect carry out, in addition, the ordinary and customary functions of management.

ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

5.1

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.

5.2

The Employer shall include a Union membership card in each employee’s employment paperwork. After collecting said card, the employer shall retain a copy for itself, forward a copy to the Prestige Corporate payroll department and send the original to the Union.

5.3

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Employer 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.

5.4

The Union shall indemnify and hold harmless the Employer 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 Employer’s deducting and remitting of Union dues. Once every month, the Employer shall inform the Union of new hires and terminated employees in the classifications listed herein in Section 1 Recognition.

5.5

The Employer 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 Employer will remit such contributions to the Union in accordance with the procedure set forth in this section.

5.6

The Employer shall supply to the Union a list of all employees covered by this Agreement on a monthly basis. The list shall include the name, gender, date of birth, address, cell phone numbers, home phone numbers, email addresses, Social Security number, date of hire, rate of pay, any shift differential separate from the base pay, job class, FTE status, hours worked, gross earnings in the pay period, and the amount of dues, fees or COPE contributions deducted from each employee’s pay. The Employer shall provide this list in any commonly available electronic format.

ARTICLE 6: UNION REPRESENTATION

6.1 Union Advocates.
The Union shall designate up to Four (4) representatives as advocates and may designate additional alternate 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 and presenting grievances. 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. 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 advocate’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.

The Employer agrees to provide up to 24 hours per calendar year to be used for Advocate and other Union Trainings.

6.2 Access to New Employee Orientations.

Reasonable time, but not longer than twenty (20) minutes shall be granted for a worker representative of the Union to make a presentation at the orientation of the new employees on behalf of the Union. A designated worker representative will be notified by the Employer, monthly in writing, of new bargaining unit employees hired. This list will include names, phone numbers, department and shift of new bargaining unit employees. If the Employer does not offer an orientation within fourteen (14) calendar days of hire, the worker representative may request to meet with the new employee or
group of new employees in the bargaining unit. Subject to supervisory approval regarding scheduling, the Union representative will be allowed to meet on work time to make the presentation.

6.3 Personnel File.

The Operator will comply with all applicable federal and state laws regarding personnel files. 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. A management representative may be present when employees, advocates, or Union field representatives inspect original personnel files. However, copies of the original files can be requested and taken out of the facility for inspection. Employees shall be entitled to place copies of any written explanation(s) or opinions regarding any critical material placed in his/her personnel file.

6.4 Union Access.

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. Such visits shall not interfere with the operation of the nursing home or the performance of the workers’ duties and the Union Representative 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 representative, and the Operator is obliged only for admission of such authorized representative. Operators shall not unreasonably deny access to employee break areas during all working hours for above-stated reasons.

6.5 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.
ARTICLE 7: VACANCIES AND SHIFT ASSIGNMENTS

7.1 Posting.
Openings shall be posted for five (5) days at the time clock and in the break room(s) before positions are filled. Employees may apply by putting their name on the posting.

7.2 Shifts.
Regular shift openings shall be posted and filled by seniority before being posted as a vacancy.

7.3 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 Employer determines to fill. The Employer reserves the exclusive right to determine if a vacancy exists and the necessary qualifications required to fill the vacancy. The qualified employee with the most seniority (as defined in Article 12 Seniority) shall be offered the position. In the event that no applicant is qualified, or if no applicant accepts the offered position, then the Employer may fill the position as the Employer deems appropriate. This includes filling the position from outside of the bargaining unit.

ARTICLE 8: NO DISCRIMINATION

8.1 General Provisions.
No worker or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee covered by this Agreement on account of race, color, religion, creed, genetic information national origin, tribal origin, gender identity, gender expression, ancestry, physical and/or mental disability, medical condition, sexual orientation, gender, age, marital status, current or future military status, veteran’s status, citizenship status, union membership or union activities.

8.2 Gendered Language.
Wherever the masculine provision is used in this Agreement, it is understood that it applies to the feminine as well.
ARTICLE 9: PROBATIONARY PERIOD

9.1

All employees covered by this Agreement who are hired or transferred into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to a probationary period of ninety (90) days. All transferred employees that do not complete their new probationary period may elect to return to their previous position, provided that they have completed a total of at least ninety (90) days of employment in a position(s) covered by this Agreement. The Employer 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, along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend a probationary period beyond the initial ninety (90) days. Seniority shall not accrue to employees 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.

9.2

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

ARTICLE 10: CATEGORIES OF EMPLOYEES

10.1 Regular Full-Time.

A Regular Full-Time employee is one who is 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 Employer’s Employee Handbook.

10.2 Regular Part-Time.

A Regular Part-Time employee is one who is 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 Employer’s Employee Handbook.

10.3 Casual or On-Call.

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

10.4 Temporary.

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. However, if a temporary employee accepts a regular full-time or part-time position, their period of temporary work will apply toward satisfying their probationary period to qualify for benefits.

ARTICLE 11: DISCHARGE, DISCIPLINE, OR SUSPENSION

11.1 Disciplinary Procedure.

11.1.1 The Employer 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. The discipline process will include the concept of progressive discipline (i.e. verbal reprimand, written reprimands, the possibility of suspension without pay, and discharge), provided, however, an employee may be subject to immediate dismissal or suspension based on an egregious offense. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of just cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer’s Employee Handbook.

11.1.2 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.

11.1.3 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.

11.1.4 Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

11.1.5 A Union Field Representative or advocate may meet and discuss any disciplinary action of a Union member with the Employer. Employees shall be notified by the Employer of their right to request union representation, at the beginning of any disciplinary meeting, or investigatory meeting that may lead to
discipline. Employees may elect to have an employee or union witness present at any meeting with the Employer that may lead to discipline, so long as the witness is readily available, and the presence of the witness does not interfere with the operational needs of the Employer.

11.1.6 Employees and the Union Field Representative or advocate will be provided with a copy of any written notice of disciplinary action. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) from the time of discharge or suspension. The Employer retains the unilateral right to determine final resolution regardless of the meeting outcome.

11.2 Employee Signatures.

11.2.1 No information on disciplinary actions 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.

11.2.2 If an employee is not available within five (5) working days or refuses to sign the material, the Employer may place the material in the file.

11.2.3 No disciplinary material shall be placed in an employee’s file unless the employee has had an opportunity to sign it and has received a copy. If presented with a disciplinary notice, an Employee must sign to acknowledge that they have received the notice, regardless of whether or not the Employee agrees with the content. An employee has the right to attach her/his own views to any disciplinary record in her/his own file.

11.3 Disciplinary Record.

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 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 employee received no related discipline. This provision shall not apply to disciplines issued for resident abuse, resident neglect, sexual or racial or discriminatory harassment, medication errors, or other behavior that violates state or federal law.
ARTICLE 12: SENIORITY

12.1 Definition and Accrual.

Seniority shall be defined as the worker’s length of continuous service with the Employer in the bargaining unit and/or in the facility in which they work, including continuous service at another Prestige managed facility, 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 Employer within the bargaining unit covered by this Agreement. Seniority shall accrue and not be lost during a worker’s paid time off (PTO), and during any paid leave of absence. A worker shall not accrue seniority while on Layoff or on an unpaid leave of absence.

12.2 Application of Seniority.

The Employer and the Union agree that in all cases of transfer, layoff, recall, vacation preference and shift or schedule change; length of continuous service shall be determinative in the event a selection among employees is required.

12.3 Termination of Seniority.

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 Employer to the worker at his/her last address of record on file with the Employer 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 (i) in excess of eighteen (18) consecutive months, or (ii) for the period of the worker’s length of service, whichever is less. Absence from work without notifying the Employer. Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement.

e) Taking employment elsewhere during the period of a contractual leave of absence without express consent of the Employer.

A worker whose seniority is lost for any of the reasons outlined above shall be
considered as a new employee if the Employer again employs him or her.

ARTICLE 13: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

13.1 Normal Work Week.

The normal work week shall be no more than forty (40) hours per week. The Employer reserves the right to modify the workweek or workday or institute eight (8) and eighty (80) schedules for some or all workers at its sole discretion. Employer will give at least ninety (90) days notice to affected employees and the Union of such workday modification or institution of 8 and 80 schedules Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after forty (40) hours per week. Employer agrees to meet and confer with the union least thirty (30) days prior to implementation of any such workday modifications. The recitation of a normal workweek or workday shall not imply a guarantee of any number of hours in a workweek or a workday.

13.2 Overtime and Recording of Time Worked.

13.2.1 Overtime pay will be paid at the rate of one and one-half times an employee’s regular rate of pay for all actual hours worked beyond 40 hours in any workweek period in accordance with applicable federal and state law. Holidays, vacations and other time not actually worked, even if paid, are not counted as overtime hours nor included in the calculation of overtime pay. Employees shall not work overtime without advance authorization from their supervisor.

13.2.2 After the Employer has exhausted all reasonable alternatives and only as a last resort, the Employer may schedule mandatory overtime to meet the needs of the business. Mandatory overtime shall not become a normal staffing practice. The Employer will consider individual employee circumstances on a case-by-case basis, prior to scheduling mandatory overtime. After said considerations are resolved, when scheduling mandatory overtime, the employer will rotate assignment of overtime based upon reverse seniority.

13.2.3 Employees may not work overtime without advance authorization from their supervisor. Employees must record all working time including overtime.

13.3 Report Pay.

13.3.1 Employees reporting to work for their scheduled shift shall receive a minimum guarantee of two (2) hours of paid time. Such minimum guarantees shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior
to the scheduled starting time that the employee is scheduled to report to work or as mutually agreed upon by the Employer and Employee. Reasonable effort shall be defined as an Employer telephone call to the telephone number provided by the employee, or such other method as mutually agreed upon by the Employer and the employee and either leaving a message with the person who answers the telephone or leaving a voice mail message. The Employer may require an employee to work for a minimum of two hours; however, the employee may choose to go home without pay.

13.3.2 It shall be the employee’s responsibility to keep a current telephone number on file with the Employer. Failure by the employee to do so will exempt the Employer from the notification requirement and from the minimum guarantee.

13.3.4 An employee who is sent home after reporting to work or called off of work shall not be considered “on-call” or “on-standby” for the remainder of the shift.

**13.4 Work Schedules and Assignments.**

13.4.1 The Employer shall fix the hours and days of work of an employee’s work schedule including the specific starting and ending times, make work assignments, and schedule meal and rest periods.

13.4.2 Monthly: Employee work schedules shall be posted at least seven (7) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Employer to meet the needs of the business, including the right to send workers home after the start of their shift under the provision of Article 23 Low Census Adjustment.

13.4.3 Work schedules or assignments shall be filled according to the ability of employees to perform the work required on that schedule as solely determined by the Employer. If the Employer determines that two (2) or more employees have relatively equal abilities, then the employee with the longest seniority (as defined in Article 12 Seniority) shall be awarded the schedule or assignment. The Employer’s decision shall be exercised in good faith and be based on established policies. Schedules or assignments may be filled at the Employer’s discretion on an interim basis until a regular placement is made.

13.4.4 If an employee wishes to change a scheduled day with another employee, 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.

**13.5 Extra Shifts.**

In order to ensure shift coverage and quality care, the Employer shall use the following steps to cover any open/unassigned shifts of two (2) hours or more after the monthly work schedule is posted:
a) Shifts that are known to the Employer more than seven (7) days in advance of that shift will be posted for Employees to sign up for those shifts. Employees shall have four (4) days to sign up for the shifts. Shifts will be awarded on a seniority basis, however once an Employee has received a shift in this manner in a given month, then the Employee shall go to the bottom of the list for receiving such assignment to allow for fair distribution of available shifts to interested bargaining unit employees.

b) Employees who sign up for extra shift bonus shifts in the three (3) day period above may be bumped from that shift on three (3) days notice if the employer is able to fill the shift with a newly hired regular employee.

c) If no employee signs up for the shifts at least two (2) days prior to the shift or if the shift was not known to the employer (for example call-ins, increased census etc.) then the Employer shall assign those shifts through the method below:

- Shifts shall first be offered to 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 documenting efforts to fill a shift.
- Employees will not be rescheduled from their regular shifts or extra shifts to avoid paying overtime or extra shift pay except as defined by Article 23 Low Census Adjustment.

### 13.6 Meal and Rest Periods.

An unpaid meal period of thirty (30) minutes is allowed for employees who work more than five consecutive hours per shift in accordance with Washington State Law. Employees are allowed break periods totaling 15 minutes during every 4 hour work period.

### 13.7 Pay Periods and Pay Days.

Paychecks will be distributed bi-weekly. Pay periods and paydays shall be determined by the Employer and may not be changed without ninety (90) days notice to the Union and the employees.

**ARTICLE 14: ECONOMICS**

14.1 Economic Disadvantage. This collective bargaining agreement shall not create an economic disadvantage to the Employer by requiring increases in either bargaining unit
worker pay, benefits, staffing and/or shift ratios that both were not adequately reimbursed by Employer’s receipt of Medicaid revenue and prevented Employer’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, “Employer’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.

14.2 Medicaid Rate Changes*. The current Medicaid rate, net of the Safety Net Assessment Fee, for the Employer is listed below. If at any time during the term of this agreement the Medicaid rates fall below the Medicaid rates listed below, the Employer and the Union agree to reopen the economic terms of this Agreement in accordance with the process in Article 30.2 Re-Opener During Term of the Agreement except that the Employer may give less than 60 days but more than 30 days notice to the Union.

<table>
<thead>
<tr>
<th>Name of Employer</th>
<th>Net Medicaid Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Care Center (Camas) Inc</td>
<td>175.89</td>
</tr>
<tr>
<td>Care Center (Clarkston) Inc</td>
<td>203.15</td>
</tr>
<tr>
<td>Care Center (Colville) Inc</td>
<td>176.57</td>
</tr>
<tr>
<td>Care Center (Richland) Inc</td>
<td>255.46</td>
</tr>
<tr>
<td>Care Center (Sunnyside) Inc</td>
<td>179.81</td>
</tr>
<tr>
<td>Care Center (Union Gap) Inc</td>
<td>195.34</td>
</tr>
</tbody>
</table>

* Medicaid Rates not applicable to Richard ALF

ARTICLE 15: HIRING RATES AND COMPENSATION

15.1

Employed employees will retain the base rate of pay they are earning as of the date of ratification of this Agreement. Any subsequent base wage percentage increase will be based on this base wage rate in effect on the date of ratification.

15.2 Wage Increases.

Effective July 1, 2015 through December 31, 2015, Employees covered under this agreement shall receive a 3% increase to their base rate of pay upon their anniversary.

Effective January 1, 2016 employees covered under this agreement shall be placed on the appropriate step on the wage scale in Appendix A. Effective January 1, 2016 employees whose base pay rates are at the top of or above their respective scale shall
receive a lump sum bonus equal to .05% (1/2 percent) of their current base rate multiplied by the number of actual hours worked in the previous twelve (12) months and raises of 2% on their anniversary dates.

The Union and Employer agree that if the difference in the starting rates for employees listed in Appendix A decrease to a $0.20 (20 cent) difference or less, the starting rates and scales for those rates will be increased to maintain at least a $0.20 (20 cent) differential from the minimum wage. Additionally, cook’s wage rates shall be adjusted proportionally.

15.2.1 Ratification Bonus.

In the first pay period following ratification of this agreement, Full Time and Part Time LPN’s and RN’s at Sunnyside will receive a one-time $350.00 ratification bonus, and On-Call LPNs and RNs will receive a one-time ratification bonus of $100.00.

15.3

Effective upon ratification of this Agreement all new hires will be employed according to the wage scales attached as Appendix A. The Employer may hire new employees on any step of the wage scale, based on verifiable work experience in other nursing facilities, as solely determined by the Employer. Credit for work experience will be given uniformly.

15.4 Nursing Assistants.

If the Employer employs a Nursing Assistant (not certified and not registered) the hire in wage shall be twenty-five cents ($.25) less than the wage rate for a NAC at the designated experience level.

15.5 Extra Shift Bonus.

15.5.1 Employees working an extra shift as scheduled under Article 13.5 Extra Shifts shall receive a $5.50 per hour premium in addition to their base rate of pay.

15.5.2 The Extra Shift Bonus will be paid provided the Employee adheres to the following Employer policies:

   a) The employee has signed up for the extra shift according to the provisions in Article 13.5.

   b) The Employee works all of their scheduled shifts for the work week in which the extra shift occurs.

   c) The Employee completes the Extra Shift Bonus Form incorporated in Appendix B and submits it to their supervisor within 48 hours of completing
the shift or before the payroll close date, whichever is sooner.

15.6 NAC Training Reimbursement.

The Employer shall reimburse employees for the cost or any incurred cost of the NAC training offered at the Employer’s facility or at an off-site location as designated solely by the Employer.

15.7 Continuing Education.

The Employer will pay for continuing education pertaining to maintenance or advancement within bargaining unit classifications, according to its most current policies. Requests for continuing education reimbursement must be made in advance, and approved by the Employer. The Employer and employee will mutually agree to payment protocol (e.g., reimburse with receipt, paying in advance, Employer direct billing).

15.8 Incentives.

The Employer may implement, modify, or eliminate incentives to, encourage safe working practices, etc., upon thirty (30) days notice to the Union and meeting with the Union’s designated representative and the facility labor management committee to meet and confer over the proposals, its modifications and implementation upon reaching agreement with the Union. If the Employer wished to create a new hiring bonus or incentive, any proposals shall be subject to full bargaining between the parties.

15.9 Shift Differentials.

The Employer will pay shift differential/ premium to employees working night shift (10:01 pm - 6:00 am) as follows:

a) Care Center (Clarkston), Inc.
   - Designated Employees: Nurse Assistant Certified (NAC); Restorative Aides
   - Evening Shift Premium: $0.50/hour for hours worked between 2:00 pm to 10:00 pm
   - Night Shift Premium: $1.00/hour for hours worked between 10:01 pm to 6:00 am

b) Care Center (Colville), Inc.
   - Designated Employees: Activities Assistant, Cook, Dietary Aide, Housekeeper, Laundry Aide, Nursing Assistant Certified, Restorative Aide
   - Weekend Premium: $.50/hour for hours worked 12:01 AM Saturday to midnight
Sunday

c) Care Center (Richland), Inc.
   - **Designated Employees:** Nurse Assistant Certified (NAC)
   - **Evening Shift Premium:** $0.50/hour for hours worked between 2:00 pm to 10:00 pm
   - **Night Shift Premium:** $0.75/hour for hours worked between 10:01 pm to 6:00 am

d) Richland ALF Ventures LLC
   - **Designated Employees:** Assisted Living Aides
   - **Evening Shift Premium:** $0.50/hour for hours worked between 2:00 pm to 10:00 pm
   - **Night Shift Premium:** $0.75/hour for hours worked between 10:01 pm to 6:00 am

e) Care Center (Sunnyside), Inc.
   - **Designated Employees:** Nursing Assistant Certified; Restorative Aides
   - **Evening Shift Premium:** $0.35/hour for hours worked between 2:00 pm and 10:00 pm; $1.00/hour for LPN’s and RN’s
   - **Night Shift Premium:** $0.50/hour for hours worked between 10:01 pm and 6 am; $1.00/hour for LPN’s and RN’s

f) Care Center (Union Gap), Inc.
   - **Designated Employees:** Nursing Assistant Certified; Restorative Aide; Licensed Practice Nurse; Registered Nurse
   - **Evening Shift Premium:** $.50/hour for hours worked between 2:00 pm and 10:00 pm
   - **Night Shift Premium:** $1.00/hour for hours worked between 10:01 pm and 6 am

15.10 Attendance Bonus.

Employees are eligible for an attendance bonus when every shift is satisfactorily worked throughout the monthly schedule period and no changes are requested in the schedule by the employee except for trading shifts as provided for in Article 13.4.4 or utilizing unpaid union leave. To qualify, a minimum of 130 compensated hours must have been worked during the qualifying period. The bonus will be an additional twenty-five ($0.25)
per hour on only the hours worked in the qualifying period.

ARTICLE 16: PAID TIME-OFF, SICK TIME, AND VACATION TIME

16.1 Purpose.

The purpose of the Paid Time-Off Program (PTO) is to allow each eligible employee to utilize PTO as the employee determines best fits the employee’s personal needs or desires. The PTO program is inclusive of vacation and sick leave.

16.2 Eligibility.

All full-time and part-time employees are eligible for PTO. PTO is accrued upon hire or transfer into a PTO eligible position. Temporary and On-Call employees do not accrue PTO.

16.3 Availability to Use.

PTO accruals are available for use in the pay period following completion of 180 days continuous employment. PTO may not be taken before it is actually accrued. All hours are available for use in the pay period following the month in which they were earned.

16.4 Accrual of PTO.

Accruals are based upon hours actually worked. Part-time employees will earn PTO hours on a pro-rated basis, according to the applicable accrual rate per hour. Length of service will determine the rate at which an employee will accrue PTO. PTO does not accrue during unpaid leaves of absences. No PTO hours will accrue beyond the listed maximum accruals.

16.5 Accrual Chart.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate per Hour</th>
<th>Annual PTO Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>0.0423</td>
<td>11 days</td>
<td>128 hours</td>
</tr>
<tr>
<td>2 to 4 Years</td>
<td>0.0615</td>
<td>16 days</td>
<td>168 hours</td>
</tr>
<tr>
<td>5 to 9 Years</td>
<td>0.0807</td>
<td>21 days</td>
<td>208 hours</td>
</tr>
<tr>
<td>Over 10 Years</td>
<td>0.0999</td>
<td>26 days</td>
<td>240 hours</td>
</tr>
</tbody>
</table>

*Annual PTO accruals are based on an employee having 2080 paid hours per year (40 hours per week)
**PTO hours accrued beyond the maximum listed will be deposited into the employees Extended Illness Bank (EIB)**

16.6 Scheduled PTO.

PTO used for this purpose will be paid out at the employee’s base hourly rate of pay and does not include any shift differentials, premium pay or other work incentives. PTO is not part of any overtime calculations. Scheduled PTO is requested in advance and is subject to supervisory approval and department staffing needs. PTO must be requested prior to posting of the upcoming month’s schedule. If there are more requests for time off than the Employer will allow due to operational needs, seniority shall determine who is allowed the time off.

16.6.1 Vacation and Holidays. Employees shall be eligible to take accrued PTO time for vacation and holidays.

16.6.2 Personal Time. Employees shall be eligible to take accrued PTO time for personal reasons. Such time must be scheduled in advance in accordance with Employer policies and be approved by the employee’s supervisor. Personal time PTO must be taken in at least one hour increments.

16.7 PTO Use for Unanticipated Medical Reasons.

Any payment of PTO due to unanticipated medical reasons for the employee or their family (e.g., sickness, injury, emergency medical treatments, and unscheduled medical appointments) shall be subject to immediate notification of absence. When reasonably possible, employees must provide the Department Supervisor or Charge Nurse a minimum two (2) hour notice before the start of a scheduled shift.

16.7.1 In the event of an occupational illness or injury, PTO may be used at the employee’s request, for lost work time not covered by Workers’ Compensation Insurance. PTO can be integrated with Workers’ Compensation to the extent available to continue normal earnings.

16.8 Collective Bargaining.

Employees who attend collective bargaining sessions with the Employer on behalf of the Union may have such time charged as unpaid time off rather than PTO.

16.9 Disaster Aid.

If the Employer approves an employee’s written request for absence from work to perform volunteer disaster relief service, the employee may use unpaid time off rather than PTO.
16.10 PTO Accumulation.

PTO credits may be accumulated and carried over from one (1) calendar year of employment to another up to the designated maximum for the employee’s service year. Hours over the maximum amount shall be placed in an extended illness bank, which may be accessed for the use of medical qualifying leave for the employee or for family after three (3) days of continuous illness or if all PTO has been exhausted. Such hours will be retained for this use until exhausted. Hours in the extended illness bank shall not be paid out upon termination of employment.

16.11 Payment Upon Termination.

After completion of at least twelve (12) months of continuous employment, upon termination of employment an employee may will be eligible for payout of PTO credits earned but not used. PTO payout shall be made at the employee’s base hourly rate of pay at the time of termination. if the employee (1) resigns and gives two weeks written notice, or (2) is laid off from employment with the Employer (this does not include low census adjustments) or, (3) transfers from a full - or part-time position to a temporary or on-call position, the Employee shall receive a pay-off of accrued but unused PTO credits. If the Employee fails to give two weeks written notice the employee is not eligible for payout of PTO.

16.12 PTO Donation Bank.

Employees will be able to donate up to forty (40) hours of PTO to other employees per payroll period, so long as the donating employee does not fail below forty (40) hours of PTO in the donating employees PTO bank. Exceptions may be made on a case-by-case basis with the approval of the Employer’s Human Resources Director.

16.13 PTO Extended Illness Bank.

Employees shall be able to donate as much accumulated Extended Illness PTO as available to other Employees within each payroll period. The amount available in Employees’ Extended Illness Bank shall be printed on Employees’ paychecks along with other PTO accruals.


Employees shall be able to cash out, without penalty, accrued, but unused, PTO. Employees will submit requests for cash-out to the Employer prior to posting of the upcoming month’s schedule.
ARTICLE 17: HOLIDAYS

17.1

The following holidays shall be recognized for all employees:

a) New Years Day
b) Presidents Day
c) Memorial Day
d) Independence Day
e) Labor Day
f) Thanksgiving*
g) Christmas*

17.2

Employees will be paid time and one-half at their base hourly wage for all actual hours worked on the above holidays not marked with an *. For all actual hours worked on the above holidays marked with an *, employees will be paid double time at their base hourly wage. Employees must work their scheduled shift both before and after the holiday in order to receive the time and one-half or double time pay. If employee does not work their scheduled shift both before and after the holiday worked, the employee will be paid regular time for hours worked on the holiday. The Employer will make an exception for Employee’s who are unable to work their shift before or after the holiday due to FMLA qualifying event. Holiday pay (time and one-half or double time) will be paid for actual hours worked:

a) New Years: Night shift beginning on December 31, Day shift January 1, Evening shift January 1
b) President’s Day: Day shift, Evening shift, and Night shift of the Holiday
c) Memorial Day: Day shift, Evening shift, and Night shift of the Holiday
d) Independence Day: Day shift, Evening shift, and Night shift of the Holiday
e) Labor Day: Day shift, Evening shift, and Night shift of the Holiday
f) Thanksgiving Day: Day shift, Evening shift, and Night shift of the Holiday
g) Christmas: Night shift beginning on December 24, Day shift December 25, Evening shift December 25

**ARTICLE 18: INSURED BENEFITS**

The Employer agrees to grandfather health insurance for current LPNs and RNs that have selected the Prestige Health Plan for the remainder of the plan year.

The Employer may implement health, dental, vision and/or disability benefits as outlined in Employer Policies. The Employer 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 Employer 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.

The parties recognize that at the time off this agreement, the Employer was working to develop an HSA option health plan for 2015. The parties will meet and confer about this plan as it is developed.

Beginning in August of 2015, the parties agree to negotiate over a new health plan

**ARTICLE 19: RETIREMENT/401(K) PLAN**

The Employer shall provide a 401(k) Retirement Employee Savings Plan for the term of this Agreement. The Employer will match fifty percent (50%) of the employee’s elected contribution up to three percent (3%) of annual compensation. A summary of the plan and enrollment details is provided as Appendix C of this Agreement (The Full Summary Plan is available to Employees upon request).

**ARTICLE 20: UNION LEAVE**

**20.1 Extended Union Leave.**

**20.1.1** Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days notice to the Employer. 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 Employer will take the needs of the business into account, but will not unreasonably withhold approval of such leave or extension.

**20.1.2** To the extent allowed by the business, the Employer 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 Employer at least ten (10) days written notice of their return to work.

20.2 Short Union Leave (Unpaid).

With thirty (30) days notice to the Employer, 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. 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.

20.3 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 21: LEAVES OF ABSENCE


21.1.1 Except where explicitly noted in Article 20 Union Leave, the Employer may implement, modify, or eliminate the leaves of absence as outlined in this Article and consistent with all state and federal leave requirements. The Employer reserves the right to modify its Leave of Absence policies. The Employer will inform the Union of any material and substantial changes in its Leave of Absence policies prior to implementation.

21.2 Bereavement.

Full-time and Part-time employees who have completed their initial probationary period may take up to three (3) paid and two (2) unpaid days of leave in the event of the death of a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, or corresponding in-laws or “step” relations and up to three (3) days unpaid in the event of the death of any other relative. Eligible employees may use accrued PTO for any unpaid
bereavement days.

21.3 Disability Leave.

The Employer shall comply with all state and federal rules and regulations regarding disability leave.

21.3.1 Non-Work-Related Disability Leave. Employees who have been continuously employed for at least five (5) years and who are disabled due to injuries, illness, or pregnancy, are eligible for an unpaid disability leave of up to six (6) months. While on leave employees will not lose or accrue seniority. PTO does not need to be exhausted before such unpaid leave is taken. An employee on disability leave will be returned to their same job classification and shift upon their return.

21.4 Jury Duty.

Employees must immediately advise their supervisor of receipt of a jury summons. Employees will receive unpaid days of leave for the jury duty period. Eligible employees may use accrued paid PTO leave. Employees must contact their supervisor and report for their regular duties when temporarily excused from attendance in court.

21.5 Family Leave.

The Employer shall comply with the terms of the Washington and Federal Family and Medical Leave Acts. Such compliance shall not diminish any additional rights offered by the language of this Agreement.

21.6 Military Service.

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a reserve component shall be granted in accordance with applicable law. Employees must notify their supervisors and provide a copy of their orders as soon as possible.

21.7 Personal Leave.

Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a Personal Leave of Absence without pay for up to forty-five (45) calendar days. Unpaid personal leaves of absence will be considered only after all paid time off has been exhausted. Personal leave must be requested at least sixty (60) days in advance. Employees must be continuously employed for at least six months prior to the requested leave. Personal leave must be requested at least sixty (60) days in advance. Personal leave may be granted with less than sixty (60) days notice upon approval by facility Administrator. An employee on personal leave will be returned to their same job classification but not necessarily the same shift upon their return. While
on personal leave employees will not lose or accrue seniority. The decision to approve or deny a personal leave of absence will be based on the circumstances, length of time requested, employee’s job performance, attendance and punctuality record, reason for the leave, the effect the employee’s absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

21.8 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.

21.9 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.

21.10 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
ARTICLE 22: LAYOFF AND RECALL

22.1 Definition.

A layoff shall be defined as an expectation of loss of work in a particular classification for three (3) weeks or more. In the event the Employer anticipates loss of work for a shorter period of time Article 22 Census Adjustment shall apply.

22.2 Seniority During Layoff.

Seniority shall cease to accrue but shall not be lost in the event of a layoff, unless such a layoff lasts longer than (18) eighteen months.

22.3 General Conditions.

It is the intent of the parties to administer this Agreement to minimize the impact of layoff, hours reduction, or displacement of employees.

22.4 Layoff Notice.

Prior to a layoff taking effect the Employer shall provide notice to the Union of the layoff, the affected employees, the shifts, job classifications and number of hours affected, and if known, the anticipated length of the layoff. The notice shall be provided fourteen (14) calendar days prior to the implementation of the layoff. The Union may request a meeting for the purpose of avoiding or mitigating said layoff and discussion of the procedures to be followed. Any such meeting shall be held within seven (7) days of the notice of layoff.

22.5 Layoff Procedure.

In the event of a layoff, the Employer will layoff the least senior employee in the affected job category. In the event that two (2) or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the layoff. Probationary and Temporary employees within the effected job classification shall be laid off first or have their hours reduced first without regard to seniority.

22.6 Recall.

In the event of a recall, the Employer will recall the most senior employee in the affected job classification. In the event that two or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen
(18) months to determine the order of the recall.

**ARTICLE 23: LOW CENSUS ADJUSTMENT**

**23.1 General Practice.**

The Employer will post in each facility the current staffing levels that associate with normal and low census levels. Upon completion of the annual budget the Employer shall notify the Employees of any adjustment in the hours per patient day affecting the bargaining unit. Upon request by the Union, the Employer will meet within 30 days of such request, with the labor management committee to explain the changes and discuss any employee concerns.

**23.2 General Low Census Programs.**

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) Temporary employees.
- b) On-call employees.
- c) Employees on extra shifts or overtime.
- 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 PTO 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 rotation list. On 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.

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.

**23.3**
Employer may utilize an alternative program to the one defined above that is agreed to between the Employer and the Union.

**ARTICLE 24: GRIEVANCE PROCEDURE**

**24.1 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 Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

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.

**24.2 Grievance Steps.**

a) **Step 1:** The complaint must generally be presented to the Department within fourteen (14) 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 fifteen (15) calendar days of the Step 1 meeting to affected employee(s) and the appropriate advocate or Union field representative, unless the Employer-making a reasonable effort to research the issue-notifies the complainant in writing of reasonable cause existing for further delay. The Step 1 response will settle the matter, unless appealed to Step 2.

b) **Step 2:** If the matter is not resolved at Step 1, it shall be reduced to writing and presented to the Facility Administrator within fifteen (15) calendar days of the Step 1 response or from the time the Department Head should have responded in Step 1. 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 2 meeting. The Step 2 response will settle the matter unless appealed to Step 3.
c) Step 3: If the parties are unable to resolve the dispute at Step 2, the matter shall be presented to corporate Human Resources representative or designee. The decision of the corporate Human Resources representative or designee will be final for verbal or written warnings that do not result in a suspension, that are not final warnings. All other disciplinary and contractual issues shall be subject to the mediation and arbitration procedure below.

24.3 Mediation (optional).

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step 3. A mediator shall be selected by mutual agreement of the Employer and the Union within five (5) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance within ten (10) calendar days of the date of selection. The mediator shall issue a recommended solution within ten (10) calendar days of the presentation of the grievance. Should the mediated resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration. That Parties agree that the Mediator’s recommended solution or comments and the parties’ own proposals, comments and suggestions during mediation may not be referred to or used as evidence in any subsequent Arbitration process.

24.4 Expedited Arbitration.

If a grievance is unresolved at Step 3 or mediation, the Union may proceed to arbitration within thirty (30) calendar days of the date the Employer response is received or due in Step 3, or within thirty (30) calendar days from the date a mediated resolution is rejected. The parties shall use expedited arbitration and the parties shall not file briefs or utilize transcripts except by mutual agreement. The arbitrator shall issue a written decision.

24.4.1 An arbitrator shall be selected by mutual agreement of the Employer and the Union. In the event mutual agreement is not reached on selection, an arbitrator shall be selected from a list of seven (7) regional arbitrators provided by the Federal Mediation and Conciliation Service. The arbitrator shall be selected by alternate strikes of the list; the party to strike first shall be determined by a coin toss.

24.4.2 The Arbitrator may consider and decide only the particular grievance presented to him in a written stipulation by the Employer 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.

24.4.3 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.

ARTICLE 25: SEVERABILITY

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 26: NOTICE OF SALE

26.1

In the event a facility is to be sold, assigned, leased or transferred, the Employer shall notify the Union in writing, at least sixty (60) calendar days prior to such transaction, subject to SEC and other applicable laws and regulations. Such notice shall include the name and address of the prospective new owner, assignee, lessee or transferee. The Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than forty-five (45) days prior to any transaction. No confidential business information shall be disclosed to Union at any time unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

26.2

When the Employer’s notification to Union requirement is triggered above per a qualified transaction, the Employer shall also notify the prospective new owner, assignee, lessee, or transferee Successor in writing of the existence of this Labor Agreement and provide a copy.
26.3
The Employer shall not be held accountable, responsible or in any way liable (monetarily or otherwise), should the successor decline to adopt or otherwise assume the obligations and the benefits of this Agreement and such failure to adopt and/or assume shall not in any way preclude the sale and/or transfer of the business, so long as the Employer performs the obligations set out in this Article.

ARTICLE 27: NO STRIKE CLAUSE

27.1
During the term of this Agreement or any written extension thereof, the Union shall not call nor authorize any strike against the Employer, 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.

27.2
In the event of a violation of the no-strike provision, the Union will:

a) As promptly as possible publicly disavow such action by the employees;

b) Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;

c) Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

27.3
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 for the duration of this Agreement. This provision shall sunset with the Agreement unless specifically renegotiated.
ARTICLE 28: HEALTH AND SAFETY

The Employer and Employees shall carry out their obligations as set forth in applicable federal, state, and local laws and regulations to provide a safe and healthy work environment for its employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. Employees shall abide by all of the Employer’s safety policies and procedures.

28.1 CPR Training.

The Employer will provide such training for any employee covered by this agreement, who are required to, as a condition of employment, to maintain their nursing license (LPN or RN). Otherwise, the employee will be responsible for taking all steps required to maintain their nursing license.

28.2 Nursing Certification Reimbursement.

28.2.1 Licensed Practical Nurses at Sunnyside. All regular full-time and part-time licensed practical nurses (LPN’s) after one year of service shall be reimbursed for the total cost of their license renewal (currently $96.00). The facility administrator may require documentation that the payment has been made to the Washington Department of Health, and that the license has been renewed.

28.2.2 Registered Nurses at Sunnyside. All regular full-time and part-time registered nurses (RN’s) after one year of service shall be reimbursed for the total cost of their license renewal (currently $97.00). The facility administrator may require documentation that the payment has been made to the Washington Department of Health, and that the license has been renewed.

ARTICLE 29: DIGNITY AND RESPECT

All Employees of the Employer are entitled to be treated with dignity and respect.

ARTICLE 30: TERM OF AGREEMENT AND REOPENER

30.1 Duration of Agreement.

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, 2016 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.

30.2 Re-Opener During Term of Agreement.

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 Employer’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.

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 Employer actually receives the rate change as specifically promised by the official and authoritative representative of Washington’s Government.

During bargaining for economic reopeners, the provisions of Article 27 No-Strike Clause shall not apply, except for negotiations over health insurance between the Employer and Union during 2015.

If the parties are not able to reach agreement in an economic reopener or for a successor agreement, they may by mutual agreement submit the question to expedited binding interest arbitration as provided for in Article 24.4.
APPENDIX A

Wage Hire Scales

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LPNs will have 12 years of steps that are intended to be three percent (3%) apart.

RN will have 12 years of steps that are intended to be two and three quarters percent (2.75%) apart.
APPENDIX B

Summary Information on Retirement Plan

(Full Summary Plan is available upon request)

Employee 401(k) Plan

The Employer Match will remain $.50 for each dollar you contribute up to 3% of your salary. You may contribute up to $18,000 in 2015, with an additional $6,000 “catch up” contribution if you are age 50 or older. Subsequent year’s contribution limitations will be in accordance with current Federal Law restrictions.

Employees are always 100% vested in their own contributions (including rollovers from previous employers). The employer match is 100% vested after six years of service. For further details see the Benefits Booklet and/or Summary Plan Description (SPD).

You may make changes to your 401(k) election and/or beneficiaries at any time online at www.grws.com. Deduction elections are effective the first day of the following quarter (January 1, April 1, July 1, October 1). New hires are eligible to participate first of the following quarter after 60 days of consecutive employment. You may stop contributing at anytime.

Enrollments and changes to 401k accounts and/or payroll contributions should be made at the Great West website, www.gwrs.com, or by calling Great West Customer Service 1-800-338-4015.

Eligibility: To be eligible for the match employees must have worked 1,000 hours of service during the plan year and be employed on the last day of the plan year.
APPENDIX C

Extra Shift Bonus Form

Extra Shift Bonus will be paid to bargaining unit members provided the Employee adheres to the following Employer policies:

1. The employee has signed up for the extra shift according to the provisions in Article 13.5 of the CBA.

2. The Employee works all of their scheduled shifts for the work week in which the extra shift occurs.

3. The Employee completes the Extra Shift Bonus form and submits it to their supervisor within 48 hours of completing the shift or before the payroll close date, whichever is sooner.

Employees staying beyond the end of their shift to complete work tasks or for shifts of less than two hours are not eligible for the extra shift bonus pay. For questions relating to these guidelines please see the Administrator.
**TO BE COMPLETED BY THE STAFF MEMBER:**

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**TO BE COMPLETED BY ADMINISTRATOR OR DESIGNEE:**

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**For Payroll Use:**

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For SEIU 775:

David Rolf
President, SEIU 775

Date: 1/6/2016

For Prestige Sunnyside:

Mary Arthur
Administrator, Prestige Sunnyside

Date: 1-6-16
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.