

# **Collective Bargaining Agreement**

---

**between**

**SEIU 775**

**And**

**EmpRes Frontier**

**Effective June 14, 2018-June 15, 2021**

# Table of Contents

<b>ARTICLE 1: RECOGNITION</b> .....	<b>4</b>
<b>ARTICLE 2: MANAGEMENT RIGHTS EMPLOYERS PROPOSAL TO ADDRESS NLRB PUBLISHED DECISION OF GRAYMONT PA (JUNE 29, 2016)</b> .....	<b>4</b>
<b>ARTICLE 3: UNION RIGHTS</b> .....	<b>5</b>
SECTION 3.1: ACCESS TO PREMISES .....	5
SECTION 3.2: ADVOCATES AND EXECUTIVE BOARD MEMBERS .....	5
3.2.1 ADVOCATES .....	5
3.2.2 UNION EXECUTIVE BOARD MEMBERS .....	6
SECTION 3.3: PERSONNEL FILES .....	6
SECTION 3.4: BULLETIN BOARD.....	6
SECTION 3.5: ACCESS TO NEW BARGAINING UNIT EMPLOYEES/NEW EMPLOYEE ORIENTATION .....	7
<b>ARTICLE 4: LABOR-MANAGEMENT COMMITTEE</b> .....	<b>7</b>
SECTION 4.1: STATEMENT OF INTENT .....	7
SECTION 4.2: LABOR MANAGEMENT COMMITTEE .....	7
SECTION 4.3: COMMITTEE REPORTS .....	7
SECTION 4.4: COMMITTEE MINUTES.....	7
<b>ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES</b> .....	<b>8</b>
SECTION 5.1: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS.....	8
SECTION 5.3: PAYROLL DEDUCTIONS.....	8
5.3.1 DUES DEDUCTIONS.....	8
5.3.2 COPE DEDUCTIONS/POLITICAL ACCOUNTABILITY FUND.....	9
5.3.3 OTHER VOLUNTARY DEDUCTIONS .....	9
SECTION 5.4: BARGAINING UNIT INFORMATION .....	9
5.4.1 ROSTER .....	9
5.5.2 UPDATED MEMBER INFORMATION .....	9
<b>ARTICLE 6: NO DISCRIMINATION</b> .....	<b>10</b>
SECTION 6.1: GENERAL PROVISIONS .....	10
SECTION 6.2: GENDERED LANGUAGE .....	10
SECTION 6.3: PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY.....	10
<b>ARTICLE 7: DEFINITIONS</b> .....	<b>11</b>
SECTION 7.1: PROBATIONARY EMPLOYEE.....	11
SECTION 7.2: REGULAR FULL-TIME EMPLOYEE.....	11
SECTION 7.3: REGULAR PART-TIME EMPLOYEE .....	11
SECTION 7.4: INTERMITTENT EMPLOYEE/ON-CALL/PRN.....	12
<b>ARTICLE 8: SENIORITY</b> .....	<b>12</b>
SECTION 8.1: SENIORITY DEFINITION AND ACCRUAL .....	12
SECTION 8.2: TERMINATION OF SENIORITY .....	12
<b>ARTICLE 9: LAYOFF AND LOW CENSUS</b> .....	<b>13</b>
SECTION 9.1: DEFINITION OF LAYOFF.....	13
9.1.1 LAYOFF / REDUCTION IN HOURS .....	13
SECTION 9.2: BUMPING .....	13
SECTION 9.3: RECALL.....	13
9.3.1. RECALL NOTICE .....	14
9.3.2 NOTICE OF TERMINATION OR LAYOFF .....	14

SECTION 9.4: FACILITY CLOSURE .....	14
9.4.1 JOB FAIR.....	14
SECTION 9.5: LOW CENSUS DEFINITION.....	14
<b>ARTICLE 10: HOURS OF WORK, OVERTIME, SCHEDULING, PAY PERIODS, AND PAY DAYS.....</b>	<b>15</b>
SECTION 10.1: WORK DAY AND WORK WEEK.....	15
SECTION 10.2: OVERTIME.....	15
SECTION 10.3: MANDATORY OVERTIME.....	16
SECTION 10.4: WORK SCHEDULES.....	16
SECTION 10.5: SPLIT OR ROTATED SHIFTS .....	16
SECTION 10.6: AVAILABILITY OF EXTRA SHIFTS .....	16
SECTION 10.7: ALTERNATE SCHEDULES .....	17
SECTION 10.8: NEW WORK SHIFT.....	17
SECTION 10.9 PAY PERIODS AND PAY DAYS .....	17
SECTION 10.10: PAYCHECK ERRORS .....	17
<b>ARTICLE 11: EMPLOYMENT PRACTICES .....</b>	<b>18</b>
SECTION 11.1: JOB DESCRIPTIONS.....	18
SECTION 11.2: VACANCIES AND JOB POSTING .....	18
SECTION 11.3: EVALUATIONS .....	18
SECTION 11.4: ORIENTATION .....	18
SECTION 11.5: IN-SERVICE EDUCATION .....	18
SECTION 11.6: MUTUAL RESPECT .....	19
<b>ARTICLE 12: DISCIPLINE, DISCHARGE, AND JUST CAUSE.....</b>	<b>19</b>
EMPLOYEE SIGNATURES.....	20
EMPLOYEE STATEMENTS.....	20
FILE MATERIALS.....	20
<b>ARTICLE 13: GRIEVANCE PROCEDURE .....</b>	<b>20</b>
SECTION 13.1: DEFINITION OF A GRIEVANCE .....	21
SECTION 13.2: GRIEVANCE TIME LIMITS .....	21
SECTION 13.3: GRIEVANCE PROCEDURE .....	21
<b>ARTICLE 14: HOLIDAYS.....</b>	<b>22</b>
SECTION 14.1: PERSONAL HOLIDAY .....	22
SECTION 14.2: RECOGNIZED HOLIDAYS .....	22
<b>ARTICLE 15: VACATION AND PAID TIME OFF .....</b>	<b>23</b>
SECTION 15.1 GENERAL VACATION PROVISION .....	23
SECTION 15.2 VACATION ACCRUAL RATES AND CAPS.....	23
SECTION 15.3 VACATION PAYOUT.....	24
SECTION 15.4 MAXIMUM VACATION CARRY-OVER.....	24
SECTION 15.5 VACATION SCHEDULE POSTING .....	24
SECTION 15.6: CASH OUT OF VACATION .....	24
SECTION 15.7: VACATION LEAVE DONATION PROGRAM .....	25
SECTION 15.8: SICK LEAVE.....	25
SECTION 15.9: ELIGIBILITY FOR PAYMENT OF SICK LEAVE.....	25
<b>ARTICLE 16: RETIREMENT SAVINGS PROGRAM .....</b>	<b>25</b>
<b>ARTICLE 17: INSURED BENEFITS .....</b>	<b>25</b>
SECTION 17.1: GENERAL BENEFIT ELIGIBILITY .....	25
SECTION 17.2: COVERAGE.....	26

SECTION 17.3: FUTURE MEDICAL PLANS .....	26
<b>ARTICLE 18: WAGES.....</b>	<b>26</b>
SECTION 18.1: REPORT PAY .....	26
SECTION 18.2: NEW POSITIONS.....	26
SECTION 18.3: REHIRE .....	26
SECTION 18.4: WORK IN A HIGHER CLASSIFICATION .....	27
SECTION 18.5 WAGE SCALE.....	27
SECTION 18.6: WAGES EFFECTIVE UPON RATIFICATION.....	27
SECTION 18.7: RECOGNITION FOR RELEVANT EXPERIENCE .....	27
SECTION 18.8: ANNIVERSARY INCREASES .....	28
SECTION 18.9: DIFFERENTIALS.....	28
SECTION 18.10: STACKING.....	28
ARTICLE 18.11: ATTENDANCE BONUS .....	28
SECTION 18.12: PRECEPTOR PAY .....	29
SECTION 18.13 LONGEVITY/RETENTION BONUS.....	29
SECTION 18.14: NO WAGE REDUCTION.....	30
<b>ARTICLE 19: LEAVES OF ABSENCE .....</b>	<b>30</b>
SECTION 19.1: JURY DUTY LEAVE.....	30
SECTION 19.2: MILITARY LEAVE.....	30
SECTION 19.3: FAMILY MEDICAL LEAVE ACT COMPLIANCE.....	30
SECTION 19.4: BEREAVEMENT LEAVE.....	31
SECTION 19.5: EMERGENCY LEAVE .....	31
SECTION 19.6: PERSONAL LEAVE.....	31
SECTION 19.7: INDUSTRIAL INJURY LEAVE.....	32
SECTION 19.8: UNION LEAVE .....	32
19.9.1 EXTENDED UNION LEAVE .....	32
19.9.2 SHORT UNION LEAVE (UNPAID) .....	33
19.9.3 SHORT UNION LEAVE (PAID) .....	33
SECTION 19.10: MILITARY CAREGIVER LEAVE .....	33
SECTION 19.11: MILITARY SPOUSE LEAVE .....	34
SECTION 19.12: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE .....	34
SECTION 19.13: BENEFITS DURING LEAVE .....	34
<b>ARTICLE 20: INJURIES ON THE JOB AND WORKERS COMPENSATION INSURANCE.....</b>	<b>35</b>
<b>ARTICLE 21: SUBCONTRACTORS .....</b>	<b>35</b>
<b>ARTICLE 22: HEALTH AND SAFETY.....</b>	<b>35</b>
<b>ARTICLE 23: SEPARABILITY.....</b>	<b>35</b>
<b>ARTICLE 24: NO STRIKE, NO LOCKOUT.....</b>	<b>35</b>
<b>ARTICLE 25: DIGNITY AND RESPECT .....</b>	<b>36</b>
<b>ARTICLE 26: TERM OF AGREEMENT .....</b>	<b>36</b>

## **ARTICLE 1: RECOGNITION**

EmpRes Healthcare Management (“the Employer”) recognizes the Service Employees International Union 775 (“the Union”) as the sole and exclusive bargaining agent for regularly scheduled full-time, regular part-time and per diem/on-call Registered Nurses (RNs) and Licensed Practice Nurses (LPNs) employed at Frontier Rehabilitation and Extended Care Center, in Longview, Washington; excluding all other employees, office clerical employees, confidential employees and guards and supervisors as defined by the Act.

## **ARTICLE 2: MANAGEMENT RIGHTS EMPLOYERS PROPOSAL TO ADDRESS NLRB PUBLISHED DECISION OF GRAYMONT PA (JUNE 29, 2016)**

Except to the extent abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had prior to the signing of this Agreement, and these responsibilities and authority shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement.

The parties intend the following Management Rights language to satisfy all legal criteria established by the NLRB in Graymont PA, Inc. 364 NLRB No. 37 (June 29, 2016) in order to allow Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party's satisfaction, the subjects in this Section during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects. The Employer shall have the right to propose to modify the terms of conditions of employment of covered workers, which are not subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to bargain over proposed changes, if requested by the Union within thirty (30) days of notice of the change. The Employer agrees to notify the Union at least thirty (30) days prior to the effective date of the change.

The right to manage includes, but is not limited to, the right to hire, assign, transfer, promote, demote, layoff, suspend, discharge and discipline Bargaining Unit Employees for just cause; select and determine the number of its Bargaining Unit Employees, including the numbers assigned to any particular work; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part, at any time; subcontract bargaining unit work; 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 or otherwise, in whole or in part, at any time; determine the work duties of Bargaining Unit Employees;

promulgate, post and enforce reasonable rules and regulations governing the conduct and act of bargaining unit employees during working hours; require that duties other than those normally assigned to be performed temporarily for coverage if necessary; select supervisory Bargaining Unit Employees, train Bargaining Unit Employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force; establish, change, combine or abolish job classifications and transfer Bargaining Unit Employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the Bargaining Unit Employees, and in all respect carry out, in addition, the ordinary and customary functions of management. The Employers' failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

The terms and conditions of employment set forth in the prevailing Employer's Employee Handbook shall govern the employment of employees covered by this Agreement when such Handbook's policies do not directly conflict with any express provision of this Agreement. It is understood that the Agreements' provisions shall govern in the event of any conflict. Following ratification of this Agreement, the Employer will provide the Union with a copy of any subsequent change to the Employee Handbook and the Union shall have the right to grieve any such change that directly conflicts with an express provision of this Agreement.

The Employer has the right to schedule its non-bargaining unit employees at any time. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 3: UNION RIGHTS**

### **SECTION 3.1: ACCESS TO PREMISES**

A duly authorized representative of the Union may visit the premises of the Employer for bona fide Union business concerning employees covered by this Agreement. Upon arrival at the facility, the Union Representative will notify the Executive Director or other person in charge. The Union representative shall have access to any bargaining unit employee in the non-work and non-resident areas, so long as it will not interfere with employee performance or disrupt residents or guests.

### **SECTION 3.2: ADVOCATES AND EXECUTIVE BOARD MEMBERS**

#### **3.2.1 ADVOCATES**

The Union may select employee representatives as Advocates from among employees in the bargaining unit. The Advocate will be recognized by the Employer upon written notification by the Union. An Advocate shall be permitted time off with pay to attend a meeting with management concerning grievances or labor relations matters. Upon completion of the

meeting, an Advocate will report back to his/her supervisor. Unless otherwise agreed to by the Employer, other Union business shall be conducted only during non-working time and shall not interfere with the work of other employees.

The Union shall be allotted up to three (3) shifts of paid release time annually for Advocate Training. Sufficient advance notice shall be provided to the Employer to ensure adequate staffing levels on the date of the training. Subject to appropriate notice and scheduling requirements, employees shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend Union sponsored training in leadership, representation and dispute resolution.

An advocate may communicate with the Union office or Union Staff by telephone during working time after first obtaining the permission of his/her immediate supervisor or other representative of the Employer. 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 Employer to the Union shall be in writing delivered to the Union at its offices with a copy to an Advocate designated by the Union.

### **3.2.2 UNION EXECUTIVE BOARD MEMBERS**

Subject to appropriate notice and scheduling requirements, up to one (1) employee from the bargaining unit that are serving as Union Executive Board Members shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend Union Leadership Meetings, including but not limited to the Union's convention. The Union will provide the Employer written notice of any bargaining unit employees serving as a Union Executive Board Members.

### **SECTION 3.3: PERSONNEL FILES**

Each employee shall have access to his/her personnel file. The employee may view this file in the presence of a management representative upon request.

Printed copies of files must be made available within forty-eight (48) hours of the employee's request. This time is exclusive of weekends or recognized holidays.

References to other person(s) found in any file(s) may be omitted for confidentiality if not forming a basis for discipline. Employees will be given the opportunity to provide a written rebuttal, to be placed in their file, to any materials that are a part of their file.

### **SECTION 3.4: BULLETIN BOARD**

Bulletin board space in prominent locations shall be designated for the use of the Union. Such bulletin board space shall be used for the purpose of posting Union notices and materials.

## **SECTION 3.5: ACCESS TO NEW BARGAINING UNIT EMPLOYEES/NEW EMPLOYEE ORIENTATION**

The Employer will provide adequate notice of orientation and a list of new employees being oriented to both the Union Organizer designated for the facility and the members' Advocate(s) at each facility and the Union shall be afforded at least thirty (30) minutes with new bargaining unit employees with the intention to orient them to the Agreement, sign the membership card and other union business or activities during their new employee orientation. In the event scheduling does not allow a representative of the Union to attend the orientation, a Union Representative or Advocate will be allowed thirty (30) minutes to meet with each new employee during the new employees' work shift. Member Advocates conducting orientation work shall be paid for that time.

## **ARTICLE 4: LABOR-MANAGEMENT COMMITTEE**

### **SECTION 4.1: STATEMENT OF INTENT**

The Union and the Employer jointly recognize and embrace their common goal of providing quality long term care to the residents in an atmosphere of dignity and respect. The Union and Employer agree to strive to meet the philosophy of caring for all residents and their families, and all employees and their communities. The Employer and Union commit to work together to provide excellence in service, to treat all residents, their family members, and all employees with dignity and respect at all times.

### **SECTION 4.2: LABOR MANAGEMENT COMMITTEE**

Labor Management Committees (LMC) will be formed at the facility and will be comprised of up to three (3) representatives chosen by the Union of which all but one shall be bargaining unit employees and three (3) members of management. The purpose of the LMC is to foster ongoing communication during the term of this Agreement and to address issues of mutual interest. Grievance adjustment or subjects of bargaining shall not be referred to the LMC unless by specific agreement between the Union and the Employer. Subjects to be discussed and meeting times shall be by mutual agreement. LMCs shall meet as often as needed as determined by the Labor Management Committee, but no less than quarterly, unless by mutual agreement. All bargaining unit employees shall be compensated at their regular rate of pay for time spent at Labor Management Committees.

### **SECTION 4.3: COMMITTEE REPORTS**

The Committee shall request, but the Administrator must approve, reports relevant to the matter of resident care issues which are not protected by privacy rights or legal confidentiality. Any information received by the committee is strictly confidential and will not be shared with anyone outside of the facility.

### **SECTION 4.4: COMMITTEE MINUTES**

Minutes of the meeting or meeting summaries will be kept and posted on the Union's bulletin board. As determined by the co-chairs, if the Committee has a specific advisory

recommendation, it shall be referred in writing directly to the Administrator. The Administrator shall respond in writing to the Committee with what 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.

## **ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

All employees covered by the terms of 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. "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 shall, as a condition of employment, not later than the 31st day following the commencement of his/her employment, become and remain a member of the Union in good standing. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section 5.2.

The Employer shall include a Union Membership Card in each employee's employment paperwork. The card will be reserved for the Union Representative/Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself, forward a copy to the Vancouver Office Payroll Department and send the original to the Union.

### **SECTION 5.1: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS**

Employees who fail to comply with the requirements in this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union unless the employee fulfills the membership obligation set forth in the Agreement within such thirty (30) day period. Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request discharge of such employee as outlined in this Agreement.

### **SECTION 5.3: PAYROLL DEDUCTIONS**

#### **5.3.1 DUES DEDUCTIONS**

The Employer shall deduct uniform dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form, as provided by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be transmitted to the Union by check payable to its order, within thirty (30) calendar days from the end of the month in which deductions are taken. Upon issuance and transmission of the check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of the Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that shall arise against the Employer for or on such account of any deduction made from the wages of such employee.

### **5.3.2 COPE DEDUCTIONS/POLITICAL ACCOUNTABILITY FUND**

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. Monies so deducted shall be transmitted by a check separate from the check remitted for payment of dues, monthly. Such deduction shall remain in effect unless increased, decreased or cancelled by written authorization from the employee; a copy of such written authorization shall be provided to the Union.

### **5.3.3 OTHER VOLUNTARY DEDUCTIONS**

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for Membership Plus contributions. Monies so deducted shall be transmitted by a check separate from the check remitted for payment of dues, monthly. Such deduction shall remain in effect unless increased, decreased or cancelled by written authorization from the employee; a copy of such written authorization shall be provided to the Union.

## **SECTION 5.4: BARGAINING UNIT INFORMATION**

### **5.4.1 ROSTER**

By the fifteenth (15th) of each month, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include first name, last name, home address, telephone number(s) (home and mobile, if applicable), email address (if available), Social Security number, date of birth, gender, employee number (if applicable), work location, date of hire, rate(s) of pay, job classification, FTE status, hours worked per pay period, gross earnings per pay period and the amount of dues and COPE contributions deducted from each employee's pay. The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. As the Employer progresses in obtaining shift and email information, this information will be shared with the Union as part of the above referenced list.

### **5.5.2 UPDATED MEMBER INFORMATION**

By the fifteenth (15th) of each month, the Employer shall also send a list of those persons covered by this Agreement who were hired during the prior pay period or terminated since the last roster report. Should reported information not be readily available, the Employer agrees to coordinate with the Union to periodically update or reconcile bargaining unit employee information. This information shall include first name, last name, home address, telephone number(s) (home and mobile, if available), Social Security number, gender, wage rate(s), job classification, FTE status, date of hire and date of termination. The Employer shall also furnish the Union by the fifteenth (15th) of each month with a list of employees identifying bargaining unit employees since the last report and status if available (i.e. 17 on leave of absence, terminated out of the bargaining unit, new hires), inclusive of the employee's names, Social Security number and status. (MOU) Within ninety (90) days of the ratification of the Agreement the Employer agrees to meet with a Union Representative to determine if there exists a way to create a way to create a report which will provide the Union with the following data for each

Center: earning amounts by hourly wages, shift differentials and any other differentials which may apply.

## **ARTICLE 6: NO DISCRIMINATION**

### **SECTION 6.1: GENERAL PROVISIONS**

No employee 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 or the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national or tribal origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act, as amended), sexual orientation, gender, gender identity, gender expression, age, marital status, veteran's status (as defined by USERRA) or any protected class protected by law.

### **SECTION 6.2: GENDERED LANGUAGE**

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

### **SECTION 6.3: PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY**

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

To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S., or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying Employees with documentation or Social Security problems.

To the extent permitted by law, the Employer shall not infringe the privacy rights of Employees, without their express consent, by revealing to the D.H.S. any Employee's name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected Employee and the Union in the event it furnished such information to the D.H.S.

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

duration of the leave shall be determined in the Employer's sole discretion.

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

A worker may not be discharged or otherwise disciplined because:

- A. The worker (hired on or before November 6, 1986) has been working under a name or social security number other than their own;
- B. The worker (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number;
- C. The worker (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status.

## **ARTICLE 7: DEFINITIONS**

### **SECTION 7.1: PROBATIONARY EMPLOYEE**

An employee shall be considered probationary during the first ninety (90) calendar days of employment. With notification to the Union and mutual agreement of the employee, the Employer may extend the probationary period for up to thirty (30) days. Such extension must be presented to the worker and the worker advocate or Union field representative in writing, along with a written explanation of the reason(s) for the extension. The Operator shall not unreasonably or arbitrarily extend a probationary period beyond the initial ninety (90) days. During the Probationary Period an employee may be disciplined or discharged in accordance with local, state and federal law, with or without Just Cause and without recourse to the Grievance and Arbitration Procedure.

### **SECTION 7.2: REGULAR FULL-TIME EMPLOYEE**

A full-time employee is an employee who is regularly paid for an average of twenty-eight (28) or more hours per week. "Regularly" shall be defined as the average number of hours within the previous six (6) months (for employees with less than six (6) months, from the most recent hire date), for the purpose of this section, excluding unpaid leave. Full-time employees are eligible to participate in the Center's medical and dental plans as well as the Center's vacation, holiday, personal day, jury duty, bereavement and sick leave programs.

### **SECTION 7.3: REGULAR PART-TIME EMPLOYEE**

A part-time employee is an employee who is regularly paid for an average of twenty (20) or more but less than twenty-eight (28) hours per week. "Regularly" shall be defined as the

average number of hours within the previous six (6) months (for employees with less than six (6) months, from the most recent hire date), for the purpose of this section, excluding unpaid leave. Part-time employees to participate in the Center's vacation, holiday, personal day, jury duty, bereavement and sick leave programs on a pro-rated basis.

#### **SECTION 7.4: INTERMITTENT EMPLOYEE/ON-CALL/PRN**

An intermittent employee is an employee who is regularly paid for an average of less than twenty (20) hours per week. "Regularly" shall be defined as the average number of hours within the previous six (6) months (for employees with less than six (6) months, from the most recent hire date), for the purpose of this section. Except as otherwise specified within this agreement, intermittent employees are not eligible for any benefits. The hours worked by an intermittent employee may be either scheduled or unscheduled. An intermittent employee shall be required to work at least one shift per month. If no shifts are available to intermittent employees during the month, there will be no penalization to the employee.

Nothing contained within this article shall authorize the employer to schedule its employees "on-call" whereas they are required to be available for work on their scheduled days off. This includes but is not limited to being on-call to fill staffing for the Center.

### **ARTICLE 8: SENIORITY**

#### **SECTION 8.1: SENIORITY DEFINITION AND ACCRUAL**

For the purposes of this Agreement, seniority is defined as an employee's continuous length of service with the facility from his/her most recent date of hire. This will be computed from the date of hire of employee. The seniority date will be used for seniority purposes under this Agreement, including payroll, benefits and other specified areas.

Seniority shall accrue and not be lost during an employee's vacation.

An employee shall not accrue seniority while on layoff or on an unpaid leave of absence which exceeds 12 weeks.

#### **SECTION 8.2: TERMINATION OF SENIORITY**

An Employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

- a) Voluntary quit
- b) Discharge for Just Cause
- c) Failure to report to work after a layoff, within three (3) calendar days after receipt of the written notice of recall sent by the Employer to the Employee 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 Employee by certified mail

- d) Layoff which extends (a) in excess of twelve (12) consecutive months, or (b) for the period of the Employee's length of service, whichever is less
- e) Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement
- f) Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer

An Employee 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.

It shall be the responsibility of the Employee to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing, of any such changes within three (3) weeks of the date of change.

## **ARTICLE 9: LAYOFF AND LOW CENSUS**

### **SECTION 9.1: DEFINITION OF LAYOFF**

Layoff shall be defined as the period following twenty-one (21) or more continuous working days in which there was not sufficient work to maintain the previous staffing level with regard to the work performed by the bargaining unit employees.

#### **9.1.1 LAYOFF / REDUCTION IN HOURS**

In the event of layoff, employees shall be laid off in reverse order of seniority (the least senior employee will be laid off first, then the next least senior employee). The Employer shall notify the Union, in writing, not less than fourteen (14) calendar days before the layoff of a bargaining unit employee. Upon request, the Employer and the Union will meet and negotiate the impacts of the reduction.

### **SECTION 9.2: 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 or she has the qualifications to do the job. An employee who is displaced in a layoff or has hours reduced shall also have bumping rights. A laid off employee may combine the jobs of two (2) less senior employees in the same classification, provided there is no conflict in schedule.

### **SECTION 9.3: RECALL**

In case of recall, the Employee who was laid off last is to be recalled first, provided such Employee is qualified to perform the job or jobs in his classification to be filled through recall. Recalls for periods of less than four (4) days for emergencies are excluded from the application of seniority.

### **9.3.1. RECALL NOTICE**

The Employer shall notify the Employee of their recall in writing by certified mail, return receipt requested, at the last address furnished by the Employee and by telephone call verified by a letter as above and employ him/her subject to the above limitations provided they report and are available for work by not later than five (5) calendar days from receipt of the recall notice. A copy of the letter shall be sent to the Union.

### **9.3.2 NOTICE OF TERMINATION OR LAYOFF**

Except in the case of discharge for just cause, regular Employees shall be entitled to fourteen (14) calendar days' notice of termination or layoff or pay in lieu thereof.

## **SECTION 9.4: FACILITY CLOSURE**

In the event that the Employer chooses to close or convert the facility to other use, the Employer will follow the requirements of the federal WARN legislation (or subsequent state legislation), which provides a sixty (60) day notice of closure or pay in lieu of notice.

### **9.4.1 JOB FAIR**

The Employer shall work with the Union to set up a "Job Fair", providing area Employers an opportunity to recruit the Employees who are being laid off, and publicizing the assistance of programs for dislocated Employees.

## **SECTION 9.5: LOW CENSUS DEFINITION**

Low census shall be defined as a decline in patient care requirements resulting in a temporary staff decrease. Reductions of hours due to low census do not have any notice requirements. After the schedule is posted, in the event the Employer reduces the workforce in a job classification on a given shift due to low census, scheduled hours will be reduced in the following order:

First Cut: Agency Personnel

Next Cut: Employees working in overtime pay condition

Next Cut: Employees working a scheduled extra pickup shift which will result in overtime during the pay period

Next Cut: Volunteers

Next Cut: Intermittent employees

Next Cut: Non-voluntary rotational cut of full-time and part-time employees in a job classification on the affected shift, starting with the lowest seniority Assignments of low census days shall be rotated among the staff in affected departments so that no employee in a department working on that particular day shall be required to take a second low census day until all employees in the department working that day have taken a low census day.

Nothing herein shall authorize the employer to schedule its employees as "low census" in advance, requiring them to be available for work on their scheduled day off or to remain available for work until the start of the shift.

After all employees working that day have taken a low census day then the rotation will begin again with the least senior employee. An employee who volunteers to take a low census day shall be regarded for the purpose of rotation to have been assigned that day as a low census day. Nothing herein shall limit the number of low census days an employee may accept as a volunteer. Low census days shall be without compensation. Employees subject to low census may elect to utilize earned vacation or sick leave benefits which are otherwise available for scheduling.

## **9.6 REGULATORY REQUIREMENTS**

For the purpose of this article, due to regulatory requirements for RN staffing, RNs and LPNs shall be considered different job classifications.

## **ARTICLE 10: HOURS OF WORK, OVERTIME, SCHEDULING, PAY PERIODS, AND PAY DAYS**

### **SECTION 10.1: WORK DAY AND WORK WEEK**

The normal work day shall consist of up to 8 hours of work within a 24-hour period. The normal work week shall consist of up to 40 hours of work within a 7-day period. The Employer may define the work week on a department, shift or facility basis in accordance with Federal and State law.

### **SECTION 10.2: OVERTIME**

All overtime must be approved by the Employer. Overtime shall be paid at 1½ times the regular rate of pay for all time worked beyond 40 hours in the work week. For the purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential. There shall be no pyramiding or duplication of overtime pay, i.e., the employee will not receive a daily and a weekly overtime premium for the same hours worked. In any such case, the higher premium will apply.

Any employee required to work more than ten (10) consecutive days shall receive the overtime rate of pay beginning with the eleventh (11th) consecutive day of work and continuing until the employee receives at least one (1) day off. If an employee volunteers to fill an open shift, this

will not be considered “required” by the employer for purposes of this Section.

### **SECTION 10.3: MANDATORY OVERTIME**

The Employer may schedule mandatory overtime to meet the needs of the business. If mandatory overtime is scheduled with less than 24 hours’ notice to the employee, the employee may decline such overtime due to reasonable extenuating circumstances. There shall be no expectation that any one employee will be mandated more than once during their rotation.

Any employee who believes that continuing to work mandatory overtime, or working many consecutive days without a rest day may tend to cause harm to his/her health or to the safety and quality care of the residents may refuse to work more mandatory overtime or on consecutive days until the employee has had at least one (1) full day (twenty four [24] hours) off. The employee shall state such refusal in writing to his/her immediate supervisor, and state the date or shift time when s/he will be willing to resume taking shift assignments. There will be no retaliation for such refusal of mandatory overtime.

Except by mutual agreement, there shall be no adjusting of posted schedules to avoid payment of overtime.

### **SECTION 10.4: WORK SCHEDULES**

Work schedules shall be posted monthly and shall be posted as early as practical but no later than ten (10) calendar days preceding the first of the month in which the schedule is effective. Posted schedules will only be changed in low census conditions, extraordinary circumstances, or by mutual consent. If changes are needed the Employer shall notify the Employee prior to any changes being made. If changes are made to the posted schedule more than three times in two (2) weeks, the Employer shall notify the Union in writing of such changes and meet to discuss, if requested by the Union.

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. Such changes may result in overtime if approved by a supervisor. Work schedules shall be filled by the Employee with the longest seniority.

### **SECTION 10.5: SPLIT OR ROTATED SHIFTS**

No employee shall be required to work a split or mandated rotated shift. No Employee covered by this Agreement will be assigned or scheduled to work a split shift except by his or her own request. If requested to do so, an Employee may either accept or decline that request without fear of disciplinary action. For the purposes of this section, a split shift shall be defined as an Employee working more than one shift within a calendar day. This paragraph does not apply to Individuals working on modified duty due to a work related injury.

### **SECTION 10.6: AVAILABILITY OF EXTRA SHIFTS**

The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned to the competing Bargaining Unit Employee in rotating Seniority order. If no Bargaining Unit Employee signs up for the shifts at least two (2) days prior to the shift, such shifts shall first be offered to qualified Bargaining Unit Employees in rotating seniority order, with the following consideration: the Employer will make all reasonable efforts before calling off-duty Employees at home. The Employer will maintain a log (available upon request) documenting its efforts to contact off-duty Bargaining Unit Employees, then the Employer may assign those shifts through the method below: Part-time and on-call Employees desiring additional hours up to full time shall notify the Department Head in writing. Subject to the Employee's ability to do the work and availability, part-time Employees will be offered additional straight time hours on a temporary basis, in seniority order before on-call Employees are utilized.

#### **SECTION 10.7: ALTERNATE SCHEDULES**

Alternate schedules of work consistent with State and Federal laws may be established by mutual written agreement between the Employer and the Union. This section applies only to work schedules of an individual employee. This section does not apply to a situation where the schedule of an entire department is being changed.

#### **SECTION 10.8: NEW WORK SHIFT**

Thirty (30) days before the Employer considers to implement a new work shift, the Employer shall notify the affected employee(s) and the Union. It is understood that this section only applies to the creation of new shifts / change of shifts and not to employee shift assignments.

#### **SECTION 10.9 PAY PERIODS AND PAY DAYS**

Employees will receive paychecks on the tenth (10th) of the month for all hours worked from the sixteenth (16th) through the last day of the previous month and on the twenty-fifth (25th) of the month for all hours worked from the first (1st) of the month through the fifteenth (15th) day of that month. When a payday falls on a Saturday or a Sunday, the paychecks will be distributed on the preceding Friday. When either the 10th or the 25th falls on a Monday Holiday, paychecks will be distributed the preceding Friday.

#### **SECTION 10.10: PAYCHECK ERRORS**

Should an employee discover an error in his/her paycheck within two (2) business days from when the check was issued, the Employer shall correct the error as soon as possible but no later than three (3) business days after the error was presented. If the employee discovers an error after 3 business days from the date of when the check was issued, the Employer shall correct the error by the next payroll period.

#### **SECTION 10.11 LUNCH BREAK**

Employees who work five (5) hours or more will receive a thirty (30) minute unpaid lunch break and will be relieved from all their duties during this time.

## **ARTICLE 11: EMPLOYMENT PRACTICES**

### **SECTION 11.1: 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 into which he/she has been hired. The Employer shall furnish the Union with job descriptions for all classifications in the bargaining unit, including any modifications or revisions of such job descriptions. The Employer agrees to give titles to positions that most clearly indicate the nature of the work performed and will place these positions in the same pay group as other comparable positions.

### **SECTION 11.2: VACANCIES AND JOB POSTING**

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. Vacant bargaining unit positions on a given shift will be posted on a designated space for five (5) calendar days to give current qualified employees on other shifts or departments the opportunity to apply for the open position. Seniority of current qualified employees will prevail in selection for shifts or positions. The Employer may recruit applicants concurrently from outside the Bargaining Unit during the internal posting time and if no bargaining unit member accepts the offered position, the Employer may hire from the outside pool. All Employees who apply for a vacant position will be notified that their application is being considered.

Seniority of current employees will prevail in the selection of shifts or positions.

### **SECTION 11.3: EVALUATIONS**

A written evaluation of employees' performance will be conducted on an annual basis. An employee shall receive a copy of his/her evaluation and shall be allowed to comment, in writing, if desired.

### **SECTION 11.4: ORIENTATION**

Employees will be provided a basic orientation program which will include instructional conferences and work on the job. The objective of the orientation is to familiarize the employee with the duties and responsibilities of the job. The Union shall have access to such orientations as described in Article 3 (Union Rights).

### **SECTION 11.5: IN-SERVICE EDUCATION**

An in-service program will be maintained by the Employer for the bargaining unit members. Attendance at mandatory in-services will be paid at the appropriate rate of pay.

## **SECTION 11.6: MUTUAL RESPECT**

Employees and managers shall treat each other, and all others, with dignity and respect.

## **ARTICLE 12: DISCIPLINE, DISCHARGE, AND JUST CAUSE**

Discipline or discharge of non-probationary employees shall be for just cause only. 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. Offenses warranting immediate termination shall include but not be limited to action or inaction that is abuse or neglect. A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit Employee's action or inaction is defined as such.

Information requested by the Union on behalf of an Employee in administration of the Agreement which involves direct patient information shall be provided only after de-identification of protected health information, in accordance with the HIPAA Privacy Rule, has been completed.

Any probationary employee may be discharged or disciplined by the Operator in its sole discretion in accordance with local, state and federal law. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

Employees shall be notified of their right to request union representation at the beginning of any disciplinary investigations or meetings. When the Employer requests a written statement in lieu of a meeting, the Employer shall notify the employee of their right to consult their Union Representative prior to the submission of the statement.

All disciplinary action shall be taken within fourteen (14) working days from the date the Employer had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action.

The personnel action form used for disciplinary action shall include the following information, adjacent to the sentence which states that the employee's signature on the form indicates that the employee has received a copy of the discipline, but the signature does not indicate agreement or disagreement with the content or information which led to the disciplinary action:

"You may have the right to appeal this disciplinary action. For more information, you have the right to contact a union advocate or representative of SEIU 775. Information about these rights is available at the Member Resource Center at 1-866-371-3200."

Employees shall be given an opportunity to read and respond in writing to any written disciplinary notices. A Union Field representative or Advocate may meet and discuss any disciplinary action of a union member with the Employer.

Employees and the Union Field Representative or Advocate will be provided with a Copy of any written notice of disciplinary action within forty-eight (48) hours.

### **Employee Signatures**

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

If an employee is not available within seven (7) working days or refuses to sign the material, the Employer may place the material in the file. Under these circumstances it will be treated as though the employee did receive the material. The Employer shall place notice in the file that the Employee was unavailable or refused to sign.

### **Employee Statements**

Employees shall be entitled to place copies of any written explanation(s) or opinion(s) regarding any critical material placed in his/her personnel file. The employee's explanation or opinion shall be attached to the relevant critical material and shall be included as part of the employee's personnel file so long as the critical material remains in the file. Any employee explanation must be furnished within thirty calendar days from the date the critical material is reviewed with the employee.

### **File Materials**

Material reflecting verbal or written warnings shall be retained for a maximum of two (2) years. Disciplinary action which has been overturned and ordered removed from the official personnel file shall be removed.

## **ARTICLE 13: GRIEVANCE PROCEDURE**

It is mutually agreed by the parties that it is desirable to resolve disputes as quickly as possible, at the lowest possible level. Employee representatives are recognized as being equal to management within the context of their representational role and duties. It is understood and agreed that in the case of a dispute, employees must "work-first- grieve-later", and stewards should advise grievant of this responsibility.

### **SECTION 13.1: DEFINITION OF A GRIEVANCE**

A grievance shall be defined as an alleged violation of the provisions of this Agreement. If any such grievance should arise, it shall be submitted to the grievance procedure outlined in this article.

### **SECTION 13.2: GRIEVANCE TIME LIMITS**

Time limits set forth in the following steps may only be extended by mutual consent of the parties. Employees may, at their sole discretion, be represented by a Union steward or representative at any step of the grievance procedure. Failure of the Employer to comply with time limits set forth in the grievance procedure shall result in the grievance being automatically elevated to the next step of the grievance procedure without any action necessary on the part of the employee, provided, however, arbitration must be specifically requested by 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 in the grievance procedure will constitute a formal withdrawal of the grievance by the employee and the Union.

### **SECTION 13.3: GRIEVANCE PROCEDURE**

A grievance shall be submitted to the following grievance procedure:

#### **Step I: Executive Director, Administrator or his/her Designee**

The employee shall present the grievance in writing to the Executive Director, Administrator or his/her Designee within fourteen (14) calendar days of the alleged breach of the express terms of this Agreement or within fourteen (14) calendar days of the date the employee knew or should have reasonably known of the breach. The Executive Director, Administrator or his/her Designee shall meet with the employee to attempt to resolve the matter within fourteen (14) calendar days or as soon as mutually agreeable, from the receipt of the grievance. The Executive Director, Administrator or his/her Designee shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

#### **Step II: EmpRes Healthcare Human Resources Director**

If the grievance is not resolved to the satisfaction of the employee as a result of Step I, then the grievance must be submitted in writing to the EmpRes Healthcare Human Resources Director or his/her designated representative within fourteen (14) calendar days of the receipt of the Executive Director or Administrator's response. The Human Resources Director or his/her Designee shall meet with the employee to attempt to resolve the matter within fourteen (14) calendar days or as soon as mutually agreeable, from the receipt of the grievance. The Human Resources Director or his/her Designee shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

#### **Mediation (Optional)**

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances

following Step Two. A mediator shall be selected by mutual agreement of the Employer and the Union within ten (10) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service. The mediator shall hear the presentation of the grievance within ten (10) calendar days or as soon as all parties are reasonably able to do so and shall issue a recommendation that day or on a timely date mutually agreed to by both parties. Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

### **Step III: Arbitration**

If the grievance is not resolved on the basis of the foregoing, either the Employer or the Union may submit the issue to standard arbitration by notifying the other party of its intention to pursue the grievance to arbitration by so notifying the other party within thirty (30) calendar days of the Union's receipt of the written response per the preceding step. By mutual agreement, the parties may opt for expedited arbitration.

A list of seven (7) arbitrators will be requested by either party of the Federal Mediation and Conciliation Service (FMCS). On receipt of such a list, the parties shall alternately strike names from the list until only one (1) name remains. The first strike will be awarded to a party based on a coin toss. The person whose name remains shall be mutually selected as arbitrator of the dispute.

The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement. They shall be authorized only to interpret the existing provisions of this Agreement as they may apply on the specific facts of issue in the dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

## **ARTICLE 14: HOLIDAYS**

### **SECTION 14.1: PERSONAL HOLIDAY**

Regular full-time and regular part-time employees shall receive a personal holiday on the employee's first anniversary date and each anniversary date thereafter or alternate personal holiday as scheduled by mutual agreement between the Employer and the Employee. Such personal holiday shall be compensated at the employee's regular rate of pay and must be taken within the next twelve (12) months or be forfeited. Personal holidays are not a vested benefit. Therefore, if not used, they are not payable upon termination of employment. Personal Holidays must be arranged with the Employer in advance, and the Employer shall have discretion in approving requests subject to its assessment of scheduling needs.

### **SECTION 14.2: RECOGNIZED HOLIDAYS**