

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

22.2.2 Step II

If the matter is not resolved at Step I, it shall be reduced to writing and presented to the Facility Administrator within seven (7) calendar days of the Step I response or from the time the Department Head should have responded in Step I. The Union Field Representative or advocate and the Facility Administrator shall arrange a mutually agreeable date to meet within seven (7) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The facility Administrator shall respond to the written grievance in writing within ten (10) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.

22.2.3 Step III

If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Division Vice President of Human Resources or her designee. The Vice President of Labor Relations or designee will respond in writing within ten (10) calendar days of receipt of the grievance or a meeting, whichever comes later.

The decision of the Vice President of Human Resources or designee will be final except for issues involving employee terminations or interpretation or application of any economic provisions of this Agreement

Section 22.3 Arbitration Procedure

If a grievance is not settled under the Operator's grievance procedure above, the Union may refer it to arbitration within ten (10) calendar days of the Operator's decision. No issues other than employee termination and interpretation or application of any economic provisions of this Agreement are arbitrable under this Agreement. The Union's request for arbitration must be made in writing, by the tenth calendar day after the Operator's answer to the last step in the grievance procedure has been served on the Union, or the grievance will be deemed to have been resolved on the basis of the Operator's last answer and will not be arbitrable. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

The Union and the Employer appoint Michael E. Cavanaugh, Joe Duffy, and Gary Axon to be the permanent arbitrators (the "Arbitrators") who shall arbitrate. The party requesting arbitration shall submit the unresolved grievance in writing to one of the

three Arbitrators, on a rotating basis, with a copy to the other party.

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

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

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

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

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

In recognition of the special importance of resident care issues, allegations of resident care abuse by any employee of the facility shall be handled with special recognition of their seriousness and sensitivity. In cases involving resident care, the standard of whether the termination is appropriate shall be met if the Operator had a reasonable belief that the alleged actions or failure to act occurred. The Operator agrees to submit to the arbitrator the investigation that the State of Washington, Department of Health conducted on the incident in dispute. Upon review of that report the arbitrator shall give consideration in any findings he/she may render in the case.

If the Arbitrator determines in a resident abuse case that the Operator had a reasonable belief the alleged actions or failure to act occurred, the termination should not be overturned except in extraordinary circumstances. In reviewing whether the Operator's belief was reasonable, the Arbitrator's review may include (1) the appropriateness of the Operator's investigation; (2) the strength of the evidence supporting the allegation; (3) the employee's work history; (4) the resident's complaint history; (5) the resident's cognitive ability; (6) physical evidence, if any; and (7) other such factors traditionally reviewed in disciplinary cases. It is agreed that the arbitrator shall accept a written statement signed by the resident or family member in lieu of his or her sworn testimony.

Section 22.4 Electronic Communication

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

ARTICLE 23 SEPARABILITY

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

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

ARTICLE 24 NOTICE OF SALE

In the event the Center is to be sold, assigned, leased or transferred, the Operator will notify the Union as soon as possible of the name and address of the new owners, assignee, lessee or transferee, and meet with the Union to negotiate over the effects of the transaction on bargaining unit workers. It shall be a requirement of the Contract of Sale that the successor employer agrees to recognize the Union.

ARTICLE 25 SUBCONTRACTING

Both parties understand that for the Operator to satisfy the demands of its residents and to successfully operate the facility, contracting and/or subcontracting of bargaining unit work may be necessary from time to time. The Operator may engage contractors and/or subcontractors to help meet the demand of the facility and agrees to notify the Union at last thirty (30) days in advance prior to implementation. It is agreed that the new employer of the subcontracted employees shall recognize the Union.

In subcontracting any work covered by this Agreement, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours, and working conditions and the subcontractor shall not hire any employees in place of displaced Ballard Center employees.

ARTICLE 27 TERM OF AGREEMENT

This Agreement shall be effective as of September 1, 2016, and shall remain in full force and effect unless amended by mutual written agreement of the parties through the end of the term September 1, 2018, and year to year thereafter provided that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or any subsequent expiration anniversary date, of its desire to amend any provision hereof. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 1st day of September, 2016.

For SEIU 775:

For Genesis:

David Rolf
President, SEIU 775

David Welker
Center Executive Director, Genesis Ballard

Date: _____

Date: _____

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.



**215 Columbia St.
Seattle, WA 98104
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Call our Member Resource Center toll-free at 1.866.371.3200