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:

_____

David Rolf
President, SEIU 775

Date: _____

For Genesis:

_____

David Welker
Center Executive Director, Genesis Ballard

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
www.seiu775.org

Call our Member Resource Center toll-free at 1.866.371.3200