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# Collective Bargaining Agreement

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between  
**SEIU 775**  
and  
**Horizon House**

**Effective January 1, 2018 to May 31, 2021**

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## Contents

<b>ARTICLE 1: RECOGNITION .....</b>	<b>5</b>
<b>ARTICLE 2: MEMBERSHIP .....</b>	<b>5</b>
Section 2.1: Union Security.....	5
Section 2.2: Payroll Deductions .....	5
<b>ARTICLE 3: UNION BUSINESS .....</b>	<b>6</b>
Section 3.1: Rosters.....	6
Section 3.2: Access .....	6
Section 3.3: Bulletin Boards.....	6
Section 3.4: Union Stewards.....	6
Section 3.5: New Employee Orientation .....	7
<b>ARTICLE 4: SENIORITY.....</b>	<b>7</b>
Section 4.1: Definition of Seniority and Application.....	7
4.1.1: Layoffs .....	7
4.1.2: Recall .....	7
Section: 4.2 Job Openings.....	8
4.2.1: Transfer to Different Position .....	8
Section: 4.3 Low Census - Supported Living .....	8
<b>ARTICLE 5: JOB CLASSIFICATION, DUTIES AND DEFINITIONS.....</b>	<b>8</b>
Section 5.1: Premises .....	8
Section 5.2: Housekeeper .....	8
Section 5.3: Janitor/Environmental Services Technician (EST).....	8
Section 5.4: Utility Engineer .....	9
Section 5.5: Engineer II.....	9
Section 5.6: Engineer I.....	9
Section 5.7: Senior Engineer .....	9
Section 5.8: Specialty Engineer .....	9
Section 5.9: Garage Attendant.....	9
Section 5.10: Nursing Assistant Certified (NAC) .....	9
5.10.1: Floating-Nursing Assistant .....	10
Section 5.11: Assignment to Higher Wage Scale Classifications.....	10
Section 5.12: Training Opportunities .....	10
5.12.1: In-Service Program .....	10
5.12.2: Employee Compliance .....	10
Section 5.13: Job Descriptions .....	10
Section 5.14: Regular Full-Time Employee .....	11
Section 5.15: Regular Part-Time Employee .....	11
Section 5.16: Probationary Employee .....	11
Section 5.17: On-Call Employee .....	11
<b>ARTICLE 6: DISCIPLINE, DISCHARGE AND RESIGNATIONS .....</b>	<b>11</b>
Section 6.1: Discipline and Discharge.....	11
Section 6.2: Resignation Notice .....	12

Section 6.3: Loss of Funds or Property .....	12
<b>ARTICLE 7: GENERAL CONDITIONS .....</b>	<b>12</b>
Section 7.1: Staff Meetings.....	12
Section 7.2: Physical Examinations and Inoculations .....	12
Section 7.3: Uniforms .....	12
Section 7.4: Personnel Files .....	13
Section 7.5: Employer Offered Services for Fees .....	13
Section 7.6: English Speaking While on Duty .....	13
<b>ARTICLE 8: HOURS OF WORK AND OVERTIME.....</b>	<b>13</b>
Section 8.1: Eight (8) Hour Shifts .....	13
Section 8.2: Ten (10) Hour Shifts.....	13
Section 8.3: Twelve (12) Hour Shifts .....	14
Section 8.4: 8 and 80 Schedule .....	14
Section 8.5: Posted Work Schedules .....	14
8.5.1: Trading Days Off .....	14
Section 8.6: Split Shifts .....	15
Section 8.7: Weekends Off .....	15
Section 8.8: Meal Periods .....	15
Section 8.9: Break Periods .....	15
<b>ARTICLE 9: COMPENSATION .....</b>	<b>15</b>
Section 9.1: Wages & Classifications.....	15
9.1.1: Placement on the Wage Schedule.....	16
Section 9.2: Effective Date.....	16
Section 9.3: Paydays.....	16
Section 9.4: No Wage Reductions .....	16
Section 9.5: Regular Rate of Pay .....	16
Section 9.6: Base Rate of Pay.....	16
Section 9.7: Lead Pay.....	16
Section 9.9: Shift Differential.....	17
Section 9.10: Benefits.....	17
Section 9.11: Report Pay .....	17
Section 9.12: Call-In Pay .....	17
Section 9.13: Training Pay .....	18
Section 9.14: Change in Classification .....	18
Section 9.15: Parking and Public Transportation.....	18
<b>ARTICLE 10: LEAVES OF ABSENCE.....</b>	<b>18</b>
Section 10.1: General Leave Provisions.....	18
Section 10.2: Family/Personal Medical Leave .....	18
10.2.1: Maternity Leave.....	19
Section 10.3: Personal Leave .....	19
Section 10.4: Bereavement Leave.....	19
Section 10.5: Jury Duty Leave .....	19
Section 10.6: Military Caregiver Leave .....	20
Section 10.7: Military Spouse Leave .....	20
Section 10.8: Domestic Violence/Sexual Abuse/Stalking Leave.....	20
Section 10.9: Unpaid Union Leave .....	20

<b>ARTICLE 11: PAID TIME OFF; EXTENDED SICK LEAVE; PAID SICK LEAVE .....</b>	<b>21</b>
<b>Section 11.1 .....</b>	<b>21</b>
<b>Section 11.2: Paid Time Off (PTO) .....</b>	<b>21</b>
11.2.1: Paid Time Off (PTO) Accrual Rate .....	21
11.2.2: Notification and PTO Request .....	22
11.2.3: Cash out of PTO .....	22
<b>Section 11.3: Extended Sick Leave (ESL) .....</b>	<b>22</b>
11.3.1: Extended Sick Leave (ESL) Accrual Rate.....	23
11.3.2: Use of Extended Sick Leave (ESL).....	23
<b>Section 11.4: Paid Sick Leave (PSL).....</b>	<b>23</b>
11.4.1: Effective Date. ....	23
11.4.2: Paid Sick Leave (PSL) Accrual Rate.....	23
11.4.3: Paid Sick Leave (PSL) Rollover.....	23
11.4.4: Use of Paid Sick Leave (PSL).....	23
11.4.5: Notice. ....	24
<b>Section 11.5: On-the-Job Injury .....</b>	<b>24</b>
<b>Section 11.6 .....</b>	<b>24</b>
<b>Section 11.7: Vacation Scheduling .....</b>	<b>24</b>
<b>Section 11.8: Work on Holidays .....</b>	<b>24</b>
<b>Section 11.9: Unscheduled Absence .....</b>	<b>24</b>
<b>ARTICLE 12: HEALTH AND WELFARE.....</b>	<b>25</b>
<b>Section 12.1: Workers' Compensation .....</b>	<b>25</b>
<b>Section 12.2: Health Insurance .....</b>	<b>25</b>
12.2.1: Employee Coverage .....	25
12.2.2: Dependent Coverage .....	25
<b>Section 12.3: Eligibility for Benefits During a Leave of Absence.....</b>	<b>26</b>
<b>Section 12.4: Disability Insurance .....</b>	<b>26</b>
<b>Section 12.5: Plan Changes .....</b>	<b>26</b>
<b>ARTICLE 13: 403(B) RETIREMENT PLAN .....</b>	<b>26</b>
<b>Section 13.1: 403(b) Retirement Plan Contribution Rate.....</b>	<b>26</b>
<b>Section 13.2: 403(b) Retirement Plan Records .....</b>	<b>27</b>
<b>Section 13.3: 403(b) Retirement Plan Benefits/Eligibility .....</b>	<b>27</b>
<b>ARTICLE 14: GRIEVANCE AND ARBITRATION .....</b>	<b>27</b>
<b>Section 14.1: Grievance Procedure .....</b>	<b>27</b>
Step 1: Immediate Supervisor/Human Resources .....	28
Step 2: Administrator.....	28
Step 3: Arbitration .....	28
<b>ARTICLE 15: GENERAL PROVISIONS.....</b>	<b>29</b>
<b>Section 15.1: Separability .....</b>	<b>29</b>
<b>Section 15.2: Past Practices .....</b>	<b>29</b>
<b>ARTICLE 16: MANAGEMENT RIGHTS .....</b>	<b>29</b>
<b>Section 16.1 .....</b>	<b>29</b>
<b>Section 16.2 .....</b>	<b>29</b>
<b>ARTICLE 17: STRIKES OR LOCKOUTS .....</b>	<b>30</b>

**ARTICLE 18: LABOR MANAGEMENT COMMITTEE.....30**  
**ARTICLE 19: NO DISCRIMINATION .....30**  
**ARTICLE 20: DURATION .....30**  
**APPENDIX A - WAGE SCALES.....31**  
**MEMORANDUM OF UNDERSTANDING ONE .....32**  
**MEMORANDUM OF UNDERSTANDING TWO .....34**  
**MEMORANDUM OF UNDERSTANDING THREE .....35**  
**MEMORANDUM OF UNDERSTANDING FOUR .....36**  
**MEMORANDUM OF UNDERSTANDING FIVE .....37**

## **Preamble**

THIS AGREEMENT, made and entered into by and between Horizon House, of Seattle, Washington, (hereinafter referred to as the “Employer”) and Service Employees International Union Local 775, also known as SEIU 775 (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

## **ARTICLE 1: RECOGNITION**

The Employer agrees to recognize Service Employees International Union Local 775 (also known as SEIU 775) as the sole and exclusive collective bargaining agent for all employees under the jurisdiction of the Union in the classifications specified in this Agreement, who are employed by Horizon House, owned and operated by the Employer in King County, State of Washington.

## **ARTICLE 2: MEMBERSHIP**

### **Section 2.1: Union Security**

All present employees of the Employer coming under the jurisdiction of the Union, hired permanently as full or part time employees, into the classifications specified, shall within thirty (30) days from the date of signing of this Agreement become and remain members in good standing in the Union for the duration of this Agreement or shall pay a fair share/representation fee. “In good standing,” for the purposes of this Agreement, shall be defined as the tendering of periodic dues and fees. Employees hired by the Employer after the signing of this Agreement shall join the Union or pay a fair share/representation fee equivalent to Union dues within thirty (30) days from date of employment and shall continue to pay such dues or fees for the duration of this Agreement. The obligations under this Section shall be fulfilled by having monthly dues or fair share/representation fees paid by the month in which it is due. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union sent by certified mail, unless the employee fulfills the membership obligation set forth in this Agreement within that thirty (30) day period. Any expense or liability incurred by the enforcement of this Section of this Agreement shall be borne solely by the Union and the Union agrees to indemnify the Employer for any liability or loss incurred as a result of the Employer’s enforcement of this Article.

### **Section 2.2: Payroll Deductions**

Upon the written authorization of the employee, the Employer shall deduct an amount equal to the Union’s uniform monthly dues or fair share/representation fee from the pay of each member of the Union who executes such an authorization form. The amounts to be deducted shall be in accordance with the Union’s dues and fee structure. Dues and fee deductions will be transmitted to the Union by check made payable to its order on or before the tenth (10th) day of the month following the month in which the deductions were made. The Employer will provide new employees with a copy of the Union’s membership application.

In addition, the Employer agrees to deduct a sum specified from the pay of each member of the Union who voluntarily executes a wage assignment authorization form for Committee on Political

Education. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions shall be transmitted monthly to the Union by separate check made payable to its order for the prior month in which the deductions were made. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

## **ARTICLE 3: UNION BUSINESS**

### **Section 3.1: Rosters**

The Employer agrees to securely provide the Union on a twice-monthly basis a list of all bargaining unit employees who have been hired or terminated during the prior month. The list of new employees shall include their name, address, home (if available) phone number, email address (if available), gender, date of birth, personal wireless telephone number (if available), employee number, classification, shift, rate of pay, hire date, and/or termination date. In addition, the Employer agrees to securely provide the Union on a twice-monthly basis with a complete roster of bargaining unit employees showing all of the information indicated above together with employees' dues or fair share/representation fee deduction, Committee on Political Education deduction (if any), full-time or part-time status, and total hours worked during the pay period. The rosters shall be transmitted to the Union by secure means and in a commercially available electronic format, to be agreed upon by the Employer and the Union.

### **Section 3.2: Access**

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to those areas of the Employer's premises which are not open to the general public, including but not limited to work areas, employees' lounges and break rooms, nursing units, or other resident care areas unless advance approval has been obtained from the Employer and the representative has signed in at the Reception Center. Approval will not be unreasonably withheld. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not disrupt the residents or interfere with resident care or the normal operation of the facility.

### **Section 3.3: Bulletin Boards**

The Employer will make available to the Union, bulletin board space at designated locations for the purposes of posting notices related to Union activities. All such notices shall be signed by an authorized representative or steward of the Union, dated, and have a posting expiration date. Union representatives and all union members agree to post all Union sponsored notices, stickers or other such materials only on designated bulletin boards as provided by the Employer.

### **Section 3.4: Union Stewards**

The Union will designate up to seven (7) stewards (or advocates) from among the employees in the bargaining unit. The Employer will not recognize these stewards (or advocates) until the Union has given the Employer written notice. The stewards/advocates shall be permitted reasonable time to participate in the investigation of grievances, Weingarten meetings and grievance meetings during working hours, after obtaining permission from their supervisor, which permission shall not be unreasonably withheld, and provided that the stewards/advocates will not incur overtime unless authorized by the Employer. All other representational activities must take place during non-working time. Stewards shall not interfere with the work of other employees while conducting these activities.

### **Section 3.5: New Employee Orientation**

The Employer will grant access for a Union representative or Union steward (or advocate) to a thirty (30) minute portion of each new employee orientation with bargaining unit employees, currently held the second Tuesday of every month. The Employer will give reasonable notice to the Union of any modification to the schedule for new employee orientations.

## **ARTICLE 4: SENIORITY**

### **Section 4.1: Definition of Seniority and Application**

Seniority shall be defined as an employee's length of service in the bargaining unit from such employee's most recent date of hire (anniversary date). Seniority shall accrue but not apply during an employee's probationary period. Where skill, ability, experience, past performance and quality of work are equal in the reasonable judgment of the Employer, seniority shall be the determining factor in all layoffs, transfers/promotions to vacant positions, demotions, and assignments to work in higher wage scale classifications in accordance with Section 5.11 (Assignment to Higher Wage Scale Classification). Seniority shall not accrue during unpaid portions of a leave of absence. The employer shall administer this article, including subsections, in a manner that is not arbitrary or capricious.

Vacation preference shall be strictly by seniority.

#### **4.1.1: Layoffs**

In the event of a layoff, the Employer will determine the number of full-time and part-time positions needed in any restructuring of the unit or department. Subject to the requirements set forth in Section 4.1 above, the work will be reassigned to the remaining employees based on seniority, providing staffing and scheduling considerations (including weekend coverage) are satisfied in the judgment of the Employer. Employees shall receive two (2) weeks' notice of layoff or two (2) weeks' pay in lieu of notice, plus any unused Paid Time Off (PTO).

#### **4.1.2: Recall**

Employees on layoff status shall be placed on a reinstatement roster for a period of six (6) months from the date of layoff. When vacancies occur, employees will be reinstated in the reverse order of the layoff by job classification providing skill, ability, experience and past performance are considered equal in the opinion of the Employer.



## **Section: 4.2 Job Openings**

Available regular job openings within the bargaining unit shall be posted on bulletin boards for at least seventy-two (72) hours, excluding weekends and holidays prior to the filling of such positions. The Employer shall be seeking the most qualified applicant to fill the position. Such job openings shall be filled from applicants applying for the position in accordance with Section 4.1 (Definition of Seniority and Application) of this Agreement.

### **4.2.1: Transfer to Different Position**

New employees and current employees must be in their present position and work location for at least six (6) months before applying to transfer to another position or work location, unless a shorter period is agreed upon by the mutual consent of the Employer and the employee.

## **Section: 4.3 Low Census - Supported Living**

Low census shall be defined as a decline in patient care requirements or a period of low need resulting in a temporary staff decrease. During periods of low census, the Employer will first ask for volunteers before implementing this low census policy. In the event no employee volunteers, the Employer shall maintain a list, available for employees to review, of employees by shift and work location for the purposes of rotating employee reductions due to low census. The least senior employee on the list for the affected shift and work location shall receive a low census day off. In the event there is more than one (1) low census position reduction for a shift and work location, the next least senior employee will receive a low census day off until the list has been exhausted. If an employee receives a low census day off, the employee may use Paid Time Off (PTO) in order to make up for the loss of compensation. The low census roster shall be maintained based on the preceding twelve (12) months and be available for employees to review. If a low census period exists beyond ninety (90) days (or thirty (30) days for the Night Shift), the Employer will reanalyze staffing needs and notify the Union prior to any application of the provisions of Section 4.1.1 (Layoffs).

## **ARTICLE 5: JOB CLASSIFICATION, DUTIES AND DEFINITIONS**

### **Section 5.1: Premises**

“Premises” shall include apartment buildings, parking lots and garages operated by the Employer. All floors, walls, woodwork, trim, halls, lobbies, airways, basements, storage rooms, porches, approaches, yards, lawns and abutting sidewalks, escapes, appurtenances, apparatus and equipment, fixtures, furniture, furnishings and domestic appliances shall be considered part of the Employer’s premises.

### **Section 5.2: Housekeeper**

Duties of Housekeeper shall consist of primarily cleaning residential apartments, guestrooms, and other areas as assigned by supervisor or his/her designee per the Horizon House Housekeeper job description.

### **Section 5.3: Janitor/Environmental Services Technician (EST)**

Duties of Janitor and Environmental Services Technician (EST) shall consist primarily of a variety of janitorial and minor maintenance services necessary to keep the community areas and residential living floors of Horizon House clean and safe, and to prepare apartments for new residents, per the Horizon House Janitor or Environmental Services Technician job description.

#### **Section 5.4: Utility Engineer**

Duties of Utility Engineer shall consist of routine maintenance tasks, preventative maintenance, resident work orders and a variety of other tasks as requested or needed, per the requirements of Horizon House Utility Engineer job description.

#### **Section 5.5: Engineer II**

Duties of Engineer II shall consist of intermediate maintenance tasks, preventative maintenance, resident work orders and a variety of other tasks as requested or needed, per requirements of the Horizon House Engineer II job description.

#### **Section 5.6: Engineer I**

Duties of the Engineer I shall consist of complex and major corrective maintenance tasks, preventative maintenance, highly skilled and detailed renovation and construction work and a variety of other tasks as requested/needed, per requirements of the Horizon House Engineer I job description. Engineer Is must hold appropriate licenses per the Horizon House Engineer I job description.

#### **Section 5.7: Senior Engineer**

Senior Engineer will fulfill the requirements of an Engineer I and will be able to stand shift alone.

#### **Section 5.8: Specialty Engineer**

The Specialty Engineer will fulfill the requirements of a Senior Engineer. Additionally, he or she will be licensed to perform and be actively assigned to perform, as the business need dictates, a substantial portion of his/her regular duties at the journeyman-level in the specialty work areas of electrical, plumbing and/or HVAC.

#### **Section 5.9: Garage Attendant**

Duties of the Garage Attendant shall consist of parking and retrieval of automobiles, cleaning of automobiles, processing of parking fees, maintenance of the parking areas and other duties assigned per the Horizon House Garage Attendant job description.

#### **Section 5.10: Nursing Assistant Certified (NAC)**

Duties of the Nursing Assistant Certified shall consist of providing direct care to residents per the requirements of the Horizon House NAC job description.

### **5.10.1: Floating-Nursing Assistant**

The Employer retains the right to change an employee's daily work assignment on a shift-by-shift basis to meet resident care needs. Employees will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Employees required to float within the facility will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the nursing unit to which such employee is assigned. If during the floating assignment an employee is asked to perform a task or procedure for which the employee does not feel qualified or trained to perform, the employee should immediately discuss the matter with his/her supervisor.

### **Section 5.11: Assignment to Higher Wage Scale Classifications**

Employees are required to have a supervisor's approval before performing work outside of their classification. Upon receipt of supervisor approval, an employee who performs duties appropriate to a classification with a higher wage scale shall be compensated for the time performing such duties at the lowest longevity step for the higher wage scale classification that would provide an increase in pay.

### **Section 5.12: Training Opportunities**

The Employer will provide training opportunities for all employees to allow each employee the opportunity to qualify for promotions when openings occur.

#### **5.12.1: In-Service Program**

The Employer will provide regular in-service education to employees mandated by Federal, State, County, and local regulations.

#### **5.12.2: Employee Compliance**

Failure to comply with mandated Federal, State, County and local credentialing regulations will result in placement of the employee on "temporary unpaid leave" until such employee provides the Employer with documentation of compliance, such temporary leave not to exceed thirty (30) calendar days. This period may be extended by mutual agreement between the employee and the Employer.

### **Section 5.13: 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. Copies of all job descriptions shall be made available to employees and the Union upon request. The Employer will consult with the Horizon House/SEIU Labor-Management Committee prior to making changes to any Horizon House Job Descriptions for job classifications covered by this Agreement. In the event a job description has been changed significantly, the Employer shall provide to the Union and each affected employee a copy of the changed job description.

#### **Section 5.14: Regular Full-Time Employee**

An employee who has been hired by the Employer and who works not less than thirty-six (36) hours per work week is defined as a full-time employee.

#### **Section 5.15: Regular Part-Time Employee**

An employee who has been hired by the Employer and works less than thirty-six (36) hours per work week is defined as a part-time employee.

#### **Section 5.16: Probationary Employee**

An employee who has been hired by the Employer on a regular basis and who has been continuously employed by the Employer for less than ninety (90) calendar days is defined as a Probationary Employee. After ninety (90) calendar days of continuous employment, the employee shall attain regular employment status unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. During the probationary period, an employee may be discharged without notice and without recourse to the grievance procedure (Article 14).

#### **Section 5.17: On-Call Employee**

An on-call employee shall be defined as an employee not regularly or consistently scheduled to work and/or an employee called in to work on an unscheduled intermittent basis. An on-call employee may request that the Employer review the employee's on-call status for reclassification purposes no more frequently than once every three (3) months. An on-call employee who is reclassified by the Employer into a benefit eligible full time or part time position shall begin to accrue seniority for the purposes of wages and benefits accruals at the time of the reclassification. The employee shall be subject to the probationary period set forth in Section 5.16.

### **ARTICLE 6: DISCIPLINE, DISCHARGE AND RESIGNATIONS**

#### **Section 6.1: Discipline and Discharge**

After the probationary period described in Section 5.16, the Employer shall only discipline or discharge a full-time or part-time employee for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when it is determined that the nature of the offense requires immediate suspension or discharge. Verbal warnings may be documented by the Employer to record the incident and reprimand. A copy of all written disciplinary actions shall be given to the employee and Union. Employees shall be required to sign the written disciplinary action. The employee's signature shall not be regarded as agreement with the reprimand but shall be for the sole purpose of acknowledging receipt thereof. Such disciplinary notices shall include the following: "The employee's signature does not imply agreement with any part or all of this reprimand or corrective action, but rather acknowledges knowledge and receipt of the report."

Prior to any meeting for the purposes of investigation of an issue that could lead to discipline, the Employer shall make a firm good faith effort to inform employees who are subject to or potentially subject to discipline that the employee has the right to request union representation. If invoked, the worker's right to representation shall be honored, or the Employer may choose not to interview the employee.

If an employee who is subject to or potentially subject to discipline is placed on administrative leave during the period of an Employer investigation, the employee must be available and attend investigatory meetings scheduled during the employee's normal workdays and hours of work. Such employees must also be available to attend investigatory meetings scheduled Monday through Friday, 6:30 a.m. to 5:00 p.m. absent extenuating personal circumstances, including prior scheduled shifts for another employer.

### **Section 6.2: Resignation Notice**

Employees shall give at least fourteen (14) calendar days' prior written notice of resignation. Failure to give written notice may cause forfeiture of all accrued benefits.

### **Section 6.3: Loss of Funds or Property**

Employees will not be held responsible for the loss of funds or property (e.g. equipment or tools) through robbery, fire or other circumstances beyond the employee's control when an employee must handle funds or property according to written instructions of the Employer. The employee may be subject to discipline in accordance with Section 6.1 (Discipline and Discharge) of this Agreement if a loss occurs in the course of handling Employer funds or property according to written instructions of the Employer that is within the control of the employee. (Example: short in cash funds from opening balance at the beginning of a shift and the closing balance at the end of a shift without written business receipts as explanation.)

## **ARTICLE 7: GENERAL CONDITIONS**

### **Section 7.1: Staff Meetings**

The Employer agrees to establish regular meetings between employees and their supervisors to review assignments and work schedules and any problems that might arise concerning the performance of their duties.

### **Section 7.2: Physical Examinations and Inoculations**

All physical examinations and inoculations of employees required by the Employer shall be arranged for by the Employer on the employee's time at no cost to the employee.

### **Section 7.3: Uniforms**

#### **Employer-Issued Uniforms**

Employer-issued uniforms remain the property of Horizon House. Extra sets of uniforms may be purchased by employees.

#### **Employer-Required Uniforms**

The Employer will provide an annual uniform allotment of identical value to employees who are required to purchase uniforms. The annual allotment in 2018 shall be one hundred eighty dollars (\$180) (pro-rated for part-time to one hundred twenty dollars (\$120) and for on-call to sixty dollars (\$60)). Reimbursement for purchased uniforms may be requested on a bi-annual basis. If the cost of the uniforms from the Employer's vendor increases or decreases, the rate shall adjust accordingly.

#### **Section 7.4: Personnel Files**

Employees have the right to access their own personnel file. By appointment an employee may view this file in the presence of a representative of Human Resources upon a written request to Human Resources. With authorization by the employee, a representative of the Union will be allowed to view the employee's personnel file. To the extent possible, references to other person(s) found in the employee's personnel file may be omitted for confidentiality if forming a basis for discipline. Employees will be given the opportunity to provide a written rebuttal to any materials placed in their personnel file. Upon request, a copy of all written disciplinary actions and performance evaluations shall be given to the employee.

Employees shall have the right to request removal or downgrade of a warning notice after one (1) year of no further related disciplinary action. Such request shall not be unreasonably denied.

#### **Section 7.5: Employer Offered Services for Fees**

The Employer may offer items for employee purchase, such as but not limited to, meals, parking or classes (e.g. yoga). The Employer has the right to adjust the fees for any such goods and services offered. The Employer will provide employees thirty (30) days' notice of any changes. The Employer may offer these items to be payroll deducted as a convenience for employees.

#### **Section 7.6: English Speaking While on Duty**

Employees will be expected to speak English while on duty consistent with Horizon House policy, subject to discipline in accordance with Article 6.1.

### **ARTICLE 8: HOURS OF WORK AND OVERTIME**

#### **Section 8.1: Eight (8) Hour Shifts**

A normal work day may consist of eight (8) hours of work within eight and one half (8½) consecutive hours when the work week schedule is based on five (5) eight (8) hour days. Forty (40) hours of work within seven (7) consecutive days shall constitute a normal work week. When this work schedule is utilized, an employee shall be compensated at one and one-half times (1½) his/her regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per work week. All work performed on the seventh (7th) consecutive day of work shall be paid for at two times (2x) the regular rate of pay.

#### **Section 8.2: Ten (10) Hour Shifts**

A normal work day may consist of ten (10) hours work within ten and one half (10½) consecutive hours when the work week schedule is based on four (4) ten (10) hour days. Forty (40) hours of

work within seven (7) consecutive days shall constitute a normal work week. When this work schedule is utilized, an employee shall be compensated at one and one-half times (1½) his/her regular rate of pay for all hours worked in excess of ten (10) hours per day or forty (40) hours per work week. Ten (10) hour day schedules may be established by mutual consent of the Employer and employee or by the Employer upon one (1) month notice to the employee prior to the commencement of such schedule.

### **Section 8.3: Twelve (12) Hour Shifts**

A normal work day may consist of twelve (12) hours of work within thirteen (13) consecutive hours when the work week schedule is based on three (3) twelve (12) hour days. Thirty-six (36) hours of work within seven (7) consecutive days shall constitute a normal work week. When this work schedule is utilized, an employee shall be compensated at one and one-half times (1½) his/her regular rate of pay for all hours worked in excess of twelve (12) hours per day or forty (40) hours per work week. Twelve (12) hour day schedules may be established by mutual consent of the Employer and employee or by the Employer upon one (1) month notice to the employee prior to the commencement of such schedule. If a twelve (12) hour schedule is implemented, the Union will be notified.

### **Section 8.4: 8 and 80 Schedule**

Eight (8) hours of work within eight and one-half (8 1/2) consecutive hours shall constitute a normal day's work. The normal work period shall consist of eighty (80) hours work within a fourteen (14) day period. An employee shall be compensated at the rate of one and one-half times (1½ x) his/her regular rate of pay for all time worked beyond the normal workday or normal work period. All work performed on the seventh (7th) consecutive day of work shall be compensated at two times (2x) an employee's regular rate of pay. In the event an employee voluntarily elects to work seven (7) consecutive days, this provision shall not apply and such employee shall be compensated at his/her regular rate of pay plus any contract overtime if applicable for all hours worked on the seventh (7th) day. All overtime must be approved in advance by a supervisor.

### **Section 8.5: Posted Work Schedules**

The Employer shall post work schedules for each employee on the Monday, two (2) weeks prior to the beginning of the next pay period. An employee whose posted work schedule is to be changed shall be notified as soon as possible of such change. All requests for scheduling changes must be made two weeks in advance of posting the schedule. It is recognized and understood that deviations from the employee's posted hours of work will occur from time to time resulting from several causes; such as, but not limited to, low census, vacations, leaves of absence, weekend and holiday duty, absenteeism, Employer request, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this contract.

#### **8.5.1: Trading Days Off**

Employees may "trade" days off with the consent of the Employer. If as a result of such a "trade" an employee works in excess of a normal work day or a normal work week/work period, or works

for seven consecutive days, the employee will not be compensated at one and one-half times (1½x) the regular rate of pay for hours worked over the normal work day or work week/work period, nor two times (2x) the regular rate of pay for the hours worked on the seventh (7th) day, unless required by the Fair Labor Standards Act.

### **Section 8.6: Split Shifts**

Split and partial shifts shall not be scheduled except by mutual consent between the Employer and employee.

### **Section 8.7: Weekends Off**

Employees working under an 8 and 80 schedule authorized by the Fair Labor Standards Act shall be scheduled for every other weekend off unless the employee and Employer have mutually agreed in writing to waive this requirement or, by mutual agreement, during “prime time” vacation scheduling periods when employees will receive not less than two (2) weekends off per month.

### **Section 8.8: Meal Periods**

Employees shall be allowed a meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift. This meal period shall be on the employee’s time. Meal periods shall be on the Employer’s time when the employee is required by the Employer to remain on duty on the premises or at a prescribed worksite in the interest of the Employer. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees required to work through their meal periods shall be compensated for such time at regular or overtime rates as may be appropriate. Employees working three (3) or more hours longer than a normal work period shall be allowed at least one (1) thirty (30) minute meal period prior to or during the overtime period.

### **Section 8.9: Break Periods**

Employees shall be allowed a rest period of fifteen (15) minutes on the Employer’s time for each four (4) hours working time. Subject to patient/resident care considerations, break periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

## **ARTICLE 9: COMPENSATION**

### **Section 9.1: Wages & Classifications**

Appendix A: attached and made a part of this Agreement is the wage schedule for the classifications currently covered by the terms of this Agreement, which shall be effective on the dates indicated therein and under the provisions contained therein. Nothing in this Agreement shall prohibit the Employer, at its sole discretion, from paying wages for any classification identified in Appendix A in excess of the wage schedule for that classification provided for in Appendix A, with notice to the Union.

On-call workers shall be paid at the rates specified in Appendix A.



Regular employees at or above the top step will receive a bonus equivalent to a step increase paid on the basis of their hours worked in the preceding year. This bonus will be at least equivalent to a one percent (1%) step increase paid on the basis of their hours worked in the preceding year. This bonus will be paid to eligible employees once annually on the regular pay date following the first full payroll period in January.

#### **9.1.1: Placement on the Wage Schedule**

Placement on the wage schedule will be made based on factors including, but not limited to, the length and/or nature of the experience in the same or equivalent job, degree of skill, prior education and other relevant factors. If an employee believes his or her placement on the wage schedule does not meet these factors in a manner that results in proper placement on the wage schedule he or she (with or without the assistance of the shop steward) may bring the issue to the attention of the HR Director who will undertake a review of the individual employee's placement. Should the employee not be satisfied with HR Director's determination, the matter may be appealed in writing to the Chief Executive Officer or designee whose decision shall be final.

#### **Section 9.2: Effective Date**

Any wage increase or other increase in compensation provided for by this Agreement shall become effective at the beginning of the payroll period on or after the effective date for the increase as set forth in this Agreement.

#### **Section 9.3: Paydays**

Paydays shall be twice per month. The Employer shall provide paychecks or direct deposit of paychecks to employees not later than 1:00 P.M. on paydays.

#### **Section 9.4: No Wage Reductions**

No employee shall suffer a reduction in wage solely as a result of the signing of this Agreement. This applies to the employee, not the job.

#### **Section 9.5: Regular Rate of Pay**

The regular rate of pay will be defined as:

- a. An employee's base rate of pay in accordance with "Appendix A" of this Agreement; and
- b. Any applicable shift differential (Section 9.9); and
- c. Any applicable lead pay premium (Section 9.7) or other applicable premium pay.

#### **Section 9.6: Base Rate of Pay**

The base rate of pay will be defined as an employee's hourly rate of pay in accordance with "Appendix A" of this Agreement.

#### **Section 9.7: Lead Pay**

Employees assigned lead responsibilities shall be compensated for such responsibilities with a premium of ten percent (10%) above their regular rate of pay except as may otherwise be specified in this Agreement. Lead responsibilities shall include, but not be limited to, those situations in which an employee is assigned to work with and oversee the work of another employee who has not been assigned a work routine or residents: scheduling; or oversight of work orders generated by a manager or supervisor. This Section shall not apply to employees compensated as Utility Engineers, Engineer II, Engineer I, or NACs whose normal duties include the training and/or orientation of other employees.

#### **Section 9.8: Medication Technician Premium Pay**

NACs shall receive premium pay of one dollar and fifty cents (\$1.50) per hour for any shift during which the NAC is assigned Medication Technician duties by Horizon House and performs such duties.

#### **Section 9.9: Shift Differential**

All employees assigned to work shifts where the majority of the hours worked fall between 2:45 p.m. and 11:00 p.m. shall be compensated for all hours worked on such shifts with a shift premium of seventy-five cents (\$0.75) per hour. All employees assigned to work shifts where the majority of hours fall between 11:00 p.m. and 7:15 a.m., shall be compensated for all hours worked on such shifts with a shift premium of one dollar and twenty-five cents (\$1.25) per hour. Senior Engineers will receive a seventy-five cent (\$0.75) premium on each hour worked on a stand-alone shift or a shift without other engineers on duty.

#### **Section 9.10: Benefits**

Unless otherwise provided for in this Agreement, subject to the eligibility requirements of the applicable benefit plan, to be eligible for benefits, an employee must:

- (1) Have completed ninety (90) calendar days of continuous employment, and
- (2) Work twenty (20) or more hours per week.

#### **Section 9.11: Report Pay**

An employee who reports for work as scheduled and is released from duty by the Employer due to low census shall be compensated for a minimum of four (4) hours of work at such employee's regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least two (2) hours in advance of the scheduled shift. It shall be the responsibility of the employee to notify the Employer of the employee's current address and phone number.

#### **Section 9.12: Call-In Pay**

An employee called in to work on his/her scheduled day off shall be compensated for a minimum of four (4) hours of work at such employee's regular rate of pay plus any contract overtime Sections 8.1 and 8.2) if applicable. An employee called in to work on his/her scheduled day off who reports for work within two (2) hours of the beginning of the scheduled shift and works the

remainder of the shift shall be compensated for the hours of the entire shift at such employee's regular rate of pay plus any contract overtime (Sections 8.1 and 8.2) if applicable.

**Section 9.13: Training Pay**

All time spent by an employee in training sessions required by the Employer shall be compensated at such employee's regular rate of pay.

**Section 9.14: Change in Classification**

Employees promoted to a classification with a higher wage scale shall have their rate of pay adjusted to the start of the scale for that new classification. If that new rate should constitute a decrease in rate of pay, the employee will be assigned to that step in the wage scale for the new classification that will provide for an increase in rate of pay.

**Section 9.15: Parking and Public Transportation**

Evening shift NACs shall pay for parking at a rate of 75% what other evening shift bargaining unit and non-bargaining unit employees pay.

Employees shall share the monthly cost of ORCA cards, to be paid through monthly payroll deduction, according to the following tiers:

Income	<\$15K	\$15-35K	\$35-45K	\$45K+
Employee share	20%	30%	40%	50%

**ARTICLE 10: LEAVES OF ABSENCE**

**Section 10.1: General Leave Provisions**

All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given to the employee by the Employer within thirty (30) days of receipt of the leave request. A leave of absence shall begin on the first day of absence from work. Failure to return from a leave of absence on the scheduled return date will result in termination of employment. During an unpaid leave of absence, the employee will not accrue any seniority, longevity steps or benefits.

**Section 10.2: Family/Personal Medical Leave**

As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the twelve (12) months before the commencement date of the leave shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or parent or child under the age of eighteen (18) with a serious health condition; or when the employee is unable to work due to a serious health condition. Prior to the employee being granted a family/personal medical leave, the Employer may require a statement from a health care

provider as defined under the Family and Medical Leave Act (FMLA) attesting to the employee's personal or family need for such leave. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the FMLA and State law, the leaves shall run concurrently. The Employer shall provide intermittent leave as required by law. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in Federal/State law and shall not be more broadly construed. The Employer may require or the employee may elect to use any accrued Paid Time Off (PTO) and/or Extended Sick Leave (ESL) for which the employee is eligible during the leave of absence.

Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave. Prior to the employee returning from a health leave of absence, the Employer may require a statement from a health care provider attesting to the employee's capability to perform the work required of the position.

### **10.2.1: Maternity Leave**

An eligible employee is entitled to take unpaid time off for pregnancy or maternity leave purposes and may guarantee her position for the period of temporary disability plus twelve (12) weeks as set forth in RCW 49.78 (Washington Family Leave Act.).

### **Section 10.3: Personal Leave**

A personal leave may be requested for up to ninety (90) days, not to be taken more than once every two (2) years. The decision to grant or deny the leave request shall be solely at the discretion of the Employer. Employees returning as scheduled from such a personal leave shall be reinstated to a like or similar position with no guarantee of the same shift or work location.

### **Section 10.4: Bereavement Leave**

Upon completion of ninety (90) calendar days of employment, an employee shall be eligible for a maximum of three (3) days bereavement leave in a twelve (12) month period paid at such employee's base rate of pay for previously scheduled work days when the death of an immediate family member necessitates time away from work. Immediate family members include the employee's parents, parents-in-law, grandparents, siblings, spouse or domestic partner, children, grandchildren or other persons with whom the employee has had a similar close personal relationship. The Employer may require proof of the relationship and/or death of the decedent as a condition to paying bereavement leave.

### **Section 10.5: Jury Duty Leave**

A leave of absence will be granted for the period of an employee's service on jury duty. An employee called to jury duty should notify his/her departmental supervisor of jury duty service as soon as possible. If service on jury duty by an employee should jeopardize resident care, it may be necessary for the employee to seek release from this duty. The Employer shall provide the employee a written request for the purposes of releasing the employee from jury duty service.

An employee shall be compensated for jury duty service. Compensation shall be the employee's base rate of pay less the amount received for jury duty (exclusive of court- provided mileage reimbursement and expense reimbursement), up to a maximum of ten (10) days. A copy of the jury duty pay warrant must be presented to such employee's departmental supervisor. When jury duty assignments do not conflict with the work schedules, employees will not be expected to report for such scheduled work unless mutually agreed to by the Employer and the employee.

#### **Section 10.6: 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 a serious injury or illness up to a total of twenty-six (26) workweeks 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 the temporary disability retired list, for a serious injury or illness. A serious injury or illness is that which was incurred by a service-member in the line of duty that may render the service-member medically 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 the single twelve (12) month period. Only twelve of the twenty-six (26) weeks total may be used for FMLA-qualifying reason other than to care for a covered service-member. This provision shall be administered in accordance with U.S. Department of Labor Regulations.

#### **Section 10.7: 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.

#### **Section 10.8: 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 experienced, 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 49.76.

#### **Section 10.9: Unpaid Union Leave**

Up to three workers may request a leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Notice will include date on which leave will begin and actual date of return to work. Such leaves may be for any duration up to six (6) months and may be extended by mutual consent. The decision to grant or deny a request will be based on the operational needs of the employer, but a request for union leave or an extension of union leave will not be unreasonably denied. The Employer shall return the worker to the same job and position that he/she held at the time they went on leave, provided the employee remains qualified and maintains all necessary licenses and certifications. The employee will not lose seniority and will receive any intervening increase to wages or benefits applied as if they had been working. Employees on unpaid union leave may utilize any earned PTO while on leave.

**ARTICLE 11: PAID TIME OFF; EXTENDED SICK LEAVE; PAID SICK LEAVE**

**Section 11.1**

This benefit program incorporates hours previously allocated in separate amounts for vacation, sick leave and holidays. It recognizes the need for scheduled time away from the job (vacation and holidays), for personal reasons, and for occasions when the employee must be away because of illness or injury.

The benefit program has three elements to it. One is Paid Time Off (PTO), one is Extended Sick Leave (ESL), and the other is Paid Sick Leave (PSL). These programs are built on an hourly accrual rate earned by eligible employees on worked hours. PTO, ESL, and PSL will be paid only to the extent that PTO, ESL, and PSL hours have been accrued by the employee up to the time of absence.

**Section 11.2: Paid Time Off (PTO)**

Paid Time Off (PTO) is that bank of time accrued for use during scheduled time off and unscheduled time off (excluding bereavement leave and jury duty) to include the first four (4) consecutive days of each employee's or eligible family member's illness.

**11.2.1: Paid Time Off (PTO) Accrual Rate**

PTO will be accrued by eligible employees upon commencement of employment at an hourly accrual rate on worked hours not to exceed 2080 hours per anniversary year. PTO accrual for full-time employees shall be as follows:

<b>Years of Employment</b>	<b>Annual Accrual*</b>
First year	12.5 days
Second year	17.5 days
Eighth year	22.5 days
Fifteenth year	27.5 days

\* Days of accrual are based on regularly scheduled hours.

Employees shall not accrue more than one (1) year's PTO as of their anniversary date. (For example, at an employee's second anniversary of employment, the employee should have used the first year's PTO accrual of twelve and one half (12.5) days and show not more than the second

year's PTO accrual of seventeen and one half (17.5) days on the books.) Eligible part-time employees will accrue PTO on a pro rata basis.

### **11.2.2: Notification and PTO Request**

PTO may be used following the first ninety (90) days of employment. Employees must submit all requests to use PTO through the Employer's electronic payroll system.

Employees must request scheduled PTO at least thirty (30) days in advance, or as soon as practicable if such notice is not possible.

Employees must give notice of an unforeseeable, unscheduled need for PTO to his/her supervisor or designee at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees are expected to notify the Employer as set forth above each day of any unscheduled absence. Failure to comply with the above notification requirements may result in loss of PTO for that day.

If the reason for absence is for an employee's or eligible family member's illness or injury in excess of four (4) consecutive scheduled workdays, the employee shall be paid from any accrued, unused ESL bank beginning with the fifth (5th) day.

### **11.2.3: Cash out of PTO**

An employee may request a payout of PTO hours in any payroll period with the following conditions/restrictions.

- Payout hours requested must be a minimum of 8 hours per request
- The employee must have used a minimum of 40 hours of PTO in the twelve (12) months preceding the payout request
- Cumulative payouts in any calendar year quarter may not exceed 25% of the available PTO balance at the time of the first payout request in any quarter
- The employee's PTO balance must not be less than 40 hours after applying the payout hours
- The PTO Payout Request and Authorization form must be delivered to payroll no less than 3 working days before the appropriate pay period end
- Approved PTO payout will be made on the first regular pay period that is more than 3 working days after the PTO Payout Request and Authorization form is delivered to payroll. No manual checks will be issued for PTO payout.

### **Section 11.3: Extended Sick Leave (ESL)**

Extended Sick Leave (ESL) is that bank of time accrued for use during each employee's or eligible family member's illness or injury exceeding four (4) consecutive scheduled workdays or after an employee's admission to a hospital for an illness or injury.

### **11.3.1: Extended Sick Leave (ESL) Accrual Rate**

ESL shall accumulate for all employees on the basis of .02307 per worked hour, not to exceed 48 hours per year.

### **11.3.2: Use of Extended Sick Leave (ESL).**

Employees must request scheduled ESL at least thirty (30) days in advance, or as soon as practicable if such notice is not possible.

Employees must give notice of an unforeseeable, unscheduled need for ESL to his/her supervisor or designee at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees are expected to notify the Employer as set forth above each day of any unscheduled absence. Failure to comply with the above notification requirements may result in loss of ESL for that day.

If the reason for absence is for an employee's or eligible family member's illness or injury in excess of four (4) consecutive scheduled workdays, the employee shall be paid from any accrued, unused ESL bank beginning with the fifth (5th) day.

## **Section 11.4: Paid Sick Leave (PSL)**

Paid Sick Leave (PSL) is that bank of time accrued to provide employees with paid sick leave coverage required by the Washington State Paid Sick Leave Law, RCW 49.46.200, et seq.

### **11.4.1: Effective Date.**

Paid Sick Leave will accrue beginning on January 1, 2018.

### **11.4.2: Paid Sick Leave (PSL) Accrual Rate.**

PSL is accrued by all employees at the hourly accrual rate of .025 hours per worked hour (6.5 days annual accrual for full-time employee). New employees will begin accruing PSL upon commencement of employment.

### **11.4.3: Paid Sick Leave (PSL) Rollover.**

PSL rollover is based on each employees' anniversary year. On their anniversary date an employee may roll over up to a maximum of 52 hours of accrued and unused PSL into the employee's next anniversary year.

### **11.4.4: Use of Paid Sick Leave (PSL).**

PSL may be used beginning after 90 days of employment. PSL may be used for the purposes and in the manner set forth in the Employer's Paid Sick Leave policy, consistent with the provisions of the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq., and for any purpose required by applicable law. PSL hours will not be cashed out.



#### **11.4.5: Notice.**

If the need for PSL is foreseeable, the employee must provide notice at least ten (10) days, or as early as practicable, in advance of the use of PSL.

If the need for PSL is unforeseeable, the employee must provide notice to his/her supervisor or designee as soon as possible before the scheduled start of the employee's shift, unless it is not practicable to do so or a different notice period is required by applicable law. Employees are expected to notify the Employer as set forth above each day of any unforeseeable absence.

#### **Section 11.5: On-the-Job Injury**

Employees who become ill or who are injured while at work shall be paid accrued PTO for that portion of the shift that they are unable to complete, subject to any integration of Workers' Compensation Insurance. This day will be considered the first day of unscheduled absence when determining the activation of payment of ESL time. Employees may return to work in modified duty positions at full pay upon release by healthcare provider. Modified duty position will be discontinued after twelve (12) weeks unless required to continue under laws and regulations such as the American Disabilities Act (ADA) or Washington Law Against Discrimination (WLAD).

#### **Section 11.6**

PTO, ESL, and PSL will be paid only to the extent that PTO, ESL, and PSL hours have been accrued by the employee up to the time of absence.

#### **Section 11.7: Vacation Scheduling**

A vacation calendar for the calendar year will be posted in January of each year. Vacation requests submitted by April 1 will be granted by seniority subject to department requirements and the following conditions. Vacations scheduled during "prime time" (June 1 through August 31 and November 15 through January 31) shall be limited to two (2) weeks. Employees who have submitted vacation requests by April 1 shall be notified of vacation approval/denial by April 30. Vacation requests submitted in writing after April 1 will be granted by submittal date with notice of approval/denial from the manager within thirty (30) days of submittal date.

#### **Section 11.8: Work on Holidays**

If an employee is required to work on New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, and/or Christmas Day, all hours worked on the holiday will be paid at one and one-half times (1½ x) the regular hourly wage. Employees who elect to take PTO instead of working on the holiday must request PTO through the Employer's electronic payroll system, prior to the effective date of the posted schedule in which the holiday falls. Employees may not take PTO for a holiday on which they would not have ordinarily been scheduled to work.

#### **Section 11.9: Unscheduled Absence**

If an employee has an unscheduled absence on a holiday recognized by this Agreement or on the last scheduled working day before the holiday or the first scheduled working day after a holiday,

the unscheduled days off shall be without pay and the employee shall forfeit holiday pay for that holiday, unless the employee provides the Employer with a written verification of the illness from a health care provider.

## **ARTICLE 12: HEALTH AND WELFARE**

### **Section 12.1: Workers' Compensation**

All employees shall be covered by Washington State Industrial Insurance or comparable insurance. An employee who qualifies for benefits under Washington State Industrial Insurance due to an on-the-job injury, and who returns to work within six (6) months of the date that he/she was injured on the job, shall be reinstated to his/her prior position. Prior to the employee returning from a health leave due to an on-the-job injury, the Employer will require a statement from a licensed health care provider attesting to the employee's capability to perform the work required of the position.

### **Section 12.2: Health Insurance**

Beginning the first of the month following sixty (60) days of continuous employment, all employees regularly scheduled to work thirty (30) or more hours per week shall be eligible to elect coverage under the Employer's group insurance plan providing base medical, surgical, hospital, dental and vision insurance benefits. The Employer may elect to offer enhanced insurance options at additional cost to be paid by employees who elect such options (commonly known as "buy-up" plans), provided that any enhanced insurance options may be modified or discontinued by the Employer at any time. Participation in all medical, dental, vision and any other insurance benefits shall be subject to specific plan eligibility requirements.

#### **12.2.1: Employee Coverage**

Beginning on January 1, 2018, eligible employees who elect coverage for themselves will be required to pay five percent (5%) each month, but not to exceed thirty-nine dollars (\$39.00) per month, toward the cost of employee coverage (plus any additional cost for elected enhanced insurance options). Beginning on January 1, 2020, eligible employees who elect coverage for themselves will be required to pay five percent (5%) each month toward the cost of employee coverage (plus any additional cost for elected enhanced insurance options).

#### **12.2.2: Dependent Coverage**

Employees regularly scheduled to work at least thirty-six (36) hours per week who elect dependent coverage will be required to pay the percentage each month toward the cost of dependent coverage as set forth in the chart below (plus any additional cost for elected enhanced insurance options):

<b>Income</b>	<b>Beginning January 1, 2018</b>	<b>Beginning January 1, 2019</b>
Less than \$34,999	38%	39%
\$35,000 - \$49,999	52%	54%
Over \$50,000	67%	69%

Dependent coverage will be made available to part-time employees working at least thirty (30) hours per week but less than thirty-six (36) hours per week. Eligible employees working less than thirty-six (36) hours per week and electing dependent coverage will pay the full cost of the dependent coverage.

### **Section 12.3: Eligibility for Benefits During a Leave of Absence**

If an employee who has been continuously employed by the Employer for three (3) or more years is unable to work because of his/her illness or accident, the Employer will continue to cover the employee and the employee's dependents under the Employer's Health Insurance for a total of up to three (3) months (which will run concurrently with any period of time in which coverage is maintained by the Employer under applicable federal, state or local law), provided the employee continues to make the required employee contributions for coverage. If such an illness or accident shall continue to prevent the employee from working after the three-month period, the employee will continue coverage of the employee and his/her dependents through COBRA (Consolidated Omnibus Budget Reconciliation Act) provided the employee continues to make the required premium payments less the Employer's 2% administrative fee. An employee returning to work will return to the Employer's regular insurance program providing s/he is still eligible.

### **Section 12.4: Disability Insurance**

The Employer will provide short-term disability insurance for members of the bargaining unit. Employees will be eligible for this insurance coverage after one (1) year of continuous regular status employment. The benefit period shall commence on the thirty-first (31st) day following the qualifying incident.

### **Section 12.5: Plan Changes**

One hundred and fifty (150) days prior to the Employer's benefit plan contract renewals, the parties shall meet and discuss the status of the plans. If the Employer is considering base insurance plan modification, at any time after the initial meeting each year but in no event later than at least ninety (90) days before the plan renewal date, they shall propose changes to the union and begin negotiations in good faith. The Labor Management Committee shall consider wellness programs and health and welfare cost outcomes as a part of their regular agenda.

## **ARTICLE 13: 403(B) RETIREMENT PLAN**

### **Section 13.1: 403(b) Retirement Plan Contribution Rate**

The Employer shall provide a 403(b) Retirement Plan for bargaining unit employees. On behalf of each eligible participating employee the Employer shall contribute fifty cents (\$0.50) for each one dollar of employee deferral up to a maximum Employer contribution of six percent (6%). Example: An employee deferral of twelve percent (12%) will result in an Employer match of 6%.

*Effective January 1, 2014*

Employee Contribution (no minimum)	0%	1%	2%	3%	4%	5%	6%
Employer Contribution (max 6%)	0%	.5%	1%	1.5%	2%	2.5%	3%
Total Contribution	0%	1.5%	3%	4.5%	6%	7.5%	9%
Employer Contribution (no minimum)	7%	8%	9%	10%	11%	12%	
Employer Contribution (max 6%)	3.5%	4%	4.5%	5%	5.5%	6%	
Total Contribution	10.5%	12%	13.5%	15%	16.5%	18%	

**Section 13.2: 403(b) Retirement Plan Records**

The Employer agrees to provide employees on an annual basis with a complete record of the time and amount of the contributions made to the employee’s 403(b) plan. The Employer agrees that such contributions will be made monthly.

**Section 13.3: 403(b) Retirement Plan Benefits/Eligibility**

Retirement plan benefits and eligibility requirements for participation shall be defined by the Employer’s plan.

**ARTICLE 14: GRIEVANCE AND ARBITRATION**

**Section 14.1: Grievance Procedure**

A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it must be submitted by the employee or Union to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below shall constitute a withdrawal of the grievance with the matter being settled for all purposes based upon the Employer’s last position. Failure of the Employer to comply with the time limits set forth below shall constitute an automatic advancement of the grievance to the next step. It is the desire of the parties to this Agreement that issues be adjusted informally with the employee’s immediate supervisor wherever possible prior to the utilization of the grievance procedure.

### **Step 1: Immediate Supervisor/Human Resources**

An employee should first discuss a problem with the employee's immediate supervisor to allow for informal adjustment of issues at the first level of supervision wherever possible. If the discussion does not resolve the issue and the employee believes a grievance exists, the grievance shall be presented by the employee to the employee's immediate supervisor and/or Human Resources in writing within fourteen (14) calendar days from the date the employee knew or should have known of the circumstances constituting the grievance. The employee may be represented by the Union Steward or representative. The immediate supervisor and/or the Human Resources Director and the involved employee(s) and the Union Steward if requested by the employee(s), shall within fourteen (14) calendar days meet and confer as may be necessary and appropriate in a good faith effort on the part of all the parties to resolve the grievance. If a Union Steward or designated representative is present, an additional management representative may be present at the meeting. The employee's immediate supervisor or the Human Resources Director will respond in writing to the grievance within fourteen (14) calendar days of the meeting.

### **Step 2: Administrator**

Should the procedures of the previous step fail to resolve the grievance, the grievance shall be presented in writing to the Administrator and/or designee, by the employee and Union Steward and/or authorized representative, within fourteen (14) calendar days of receipt of the Supervisor's/Human Resources Director's written Step 1 response. The Administrator and a designated management representative and the employee, Union Steward and/or authorized representative within fourteen (14) calendar days meet and confer and will make a good faith effort to resolve the dispute. The Administrator, or designee, will respond in writing to the grievance within fourteen (14) calendar days of the meeting with the employee and Union Steward or authorized representative.

### **Step 3: Arbitration**

If the grievance is not settled on the basis of the foregoing procedures, and if the employee (grievant) and the Union and the Employer have complied with the specific procedures and time limitations specified in Steps 1 and 2, the employee with the assistance of the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following the employee's receipt of the Employer's Step 2 written response. If the Employer and the Union fail to voluntarily agree on an arbitrator, a list of seven (7) Oregon and Washington arbitrators shall be requested from the Federal Mediation and Conciliation Service from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the list until one name remains. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator's decision shall be final and binding on the parties. The party whose position is not upheld by the arbitrator shall bear the cost of the arbitration. If neither party prevails in the arbitration, the arbitrator shall allocate the cost of the hearing proportionately. Each party shall bear their own legal costs and fees and witness costs and fees.

## **ARTICLE 15: GENERAL PROVISIONS**

### **Section 15.1: Separability**

Should any of the terms or provisions herein be rendered or declared invalid or contrary to the understanding of the parties relative thereto by virtue of any existing or subsequently enacted legislation, or by any order or regulation of a governmental department, agency or decree of any Court of competent jurisdiction, the same shall not invalidate the remaining portions hereof; provided, however, that the parties in such event agree to meet and negotiate such parts or provision affected. The remaining parts and provisions shall remain in full force and effect.

### **Section 15.2: Past Practices**

Any and all agreements written and verbal, previously entered into by the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

## **ARTICLE 16: MANAGEMENT RIGHTS**

### **Section 16.1**

The Union recognizes that the Employer has the obligation of serving the residents of Horizon House with the highest quality of residential services and nursing care, efficiently, economically, and with care and compassion. Therefore, subject only to the express terms and conditions of this Agreement, the management of this residential facility and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, suspend, discharge, to maintain discipline, order and efficiency of its employees, and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the facility shall be operated and to change such methods or procedure, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements; the right to determine the starting time for each shift; and the right to extend, limit, curtail its operations, including the right to utilize the services of registry/agency personnel and outside contractors, is vested exclusively in the Employer. The Employer shall exercise these rights in a manner consistent with the express terms of this Agreement, which exercise of these rights shall not be arbitrary and capricious.

### **Section 16.2**

The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this

Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as from time to time shall determine.

**ARTICLE 17: STRIKES OR LOCKOUTS**

The parties agree that during the life of this Agreement, there shall be no strikes, slowdowns or work stoppages (including sympathy strikes) caused or sanctioned by the Union and there shall be no lockouts entered upon by the Employer.

**ARTICLE 18: LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee (LMC) will be formed with equal numbers of Union and Employer appointed members. The purpose of the Committee is to foster ongoing communication during the term of the Agreement and to address issues of interest to the Union and the Employer. All employees shall be compensated at their regular rate of pay for time spent at Labor Management Committee meetings. Subjects to be discussed and meeting times shall be by mutual agreement.

**ARTICLE 19: NO DISCRIMINATION**

No worker covered by this Agreement shall be discriminated against because of membership or non-membership in the Union or activities on behalf of the Union. Neither the Operator nor the Union shall unlawfully discriminate for or against any worker covered by this Agreement on account of race, color, tribal ancestry, religious creed, national 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.

**ARTICLE 20: DURATION**

This Agreement shall be in full force and effect from January 1, 2018 through May 31, 2021 and from year to year thereafter unless notice is given by either party to this Agreement not less than ninety (90) days prior to May 31, 2021 that changes are desired to any or all provisions of this Agreement.

**For SEIU 775:**

**For Horizon House:**

\_\_\_\_\_  
David Rolf  
President, SEIU 775

\_\_\_\_\_  
Sara McVey  
Chief Executive Officer, Horizon House

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A - WAGE SCALES

First full pay period after ratification through May 31, 2021:

Classification	Base	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr	6 Yr	7 Yr	8 Yr	9 yr	10 Yr	11 Yr	12 Yr	13 Yr	14 Yr	15 Yr	16 Yr
Elder Care Assistant (NAC)	15.39	15.61	15.84	16.07	16.30	16.54	16.78	17.02	17.27	17.52	17.76	18.01	18.27	18.52	18.78	19.04	19.31
Environmental Services Tech /Housekeeper	15.05	15.05	15.16	15.28	15.39	15.51	15.62	15.74	15.86	15.98	16.10	16.22	16.34	16.46	16.59	16.71	16.83
Garage Attendant	15.05	15.16	15.28	15.39	15.51	15.62	15.74	15.86	15.98	16.10	16.22	16.34	16.46	16.59	16.71	16.83	16.96
Utility Engineer	15.53	15.69	15.84	16.00	16.16	16.32	16.49	16.65	16.82	16.98	17.15	17.33	17.50	17.67	17.85	18.03	18.21
Engineer II	18.83	19.11	19.40	19.69	19.99	20.29	20.59	20.90	21.21	21.51	21.81	22.12	22.42	22.74	23.06	23.38	23.71
Engineer I	24.05	24.41	24.78	25.15	25.53	25.91	26.30	26.69	27.09	27.50	27.88	28.27	28.67	29.07	29.48	29.89	30.31
Senior Engineer	24.33	24.69	25.07	25.44	25.82	26.21	26.60	27.00	27.41	27.82	28.24	28.66	29.09	29.50	29.91	30.33	30.75
Specialty Engineer	34.11	34.62	35.14	35.67	36.20	36.75	37.30	37.86	38.42	39.00	39.59	40.18	40.78	41.39	42.02	42.65	43.24

**On-Call Elder Care Assistant (NAC) wage: \$17.77**

**On-Call Garage Attendant wage: \$15.05**



# **MEMORANDUM OF UNDERSTANDING ONE**

## **Memorandum of Understanding Between Horizon House and SEIU 775**

Transition to Ten and Twelve Hour Shifts under Article 8.2 and Article 8.3

Horizon House (Employer) and SEIU 775 (Union) agree on the following process to transition to the provision under Article 8.2 Ten (10) Hour Shifts and Article 8.3 Twelve (12) Hour Shifts that the Employer may schedule 10 and 12 hour shifts upon one month notice to the Employee (“the Terms”).

1. During 2018 the Employer will not schedule changes from 8 hour shifts to 10 or 12 hour shifts as provided for under the Terms, except as part of the initial implementation phase under Paragraph 2. However, nothing in this Memorandum prevents mutually agreed upon changes from 8 hour shifts to 10 or 12 hour shifts between the Employer and Employee, which can occur at any time.
2. The Employer and the Union shall meet on February 6, 2018 and March 6, 2018, or on dates or additional dates as otherwise mutually agreed upon during February and March, 2018, to discuss the initial implementation phase. This initial implementation phase will involve no more than 15 bargaining unit members working in supported living being scheduled for 10 or 12 hour shifts and will begin by May 1, 2018. The Parties agree these discussions will be considered concluded no later than March 31, 2018.
3. The Employer and the Union shall meet on August 7, 2018, September 4, 2018, and October 2, 2018, or on dates or additional dates as otherwise mutually agreed upon during August through October, 2018, to discuss the implementation of the Terms. These discussions may include, but are not limited to:
  - Information discussed at prior meetings of the Labor Management Committee about the Terms.
  - The experience of the Employer and employees participating in the initial implementation phase
  - Timing of further implementation
  - Eight, ten and twelve hour shift schedules
  - The process of bidding for and assigning ten and twelve hour schedules
  - Measures to address impacts on employees
4. The Parties’ discussions concerning the implementation of the Terms will be considered concluded no later than October 31, 2018.

Effective January 1, 2019, the Employer may apply the Terms to bargaining unit members in accordance with any written mutual agreement, if any, between the Union and the Employer concerning the implementation of the Terms.

**For SEIU 775:**

**For Horizon House:**

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David Rolf  
President, SEIU 775

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Sara McVey  
Chief Executive Officer, Horizon House

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING TWO**

**Memorandum of Understanding Between  
Horizon House  
and  
SEIU 775**

Waiver of Seattle Sick and Safe Leave Ordinance.

The provisions of Seattle City Ordinance Number 123698, Chapter 14.16 of Seattle Municipal Code establishing minimum standards for the provision of paid sick and safe time shall not apply to any employees covered by this collective bargaining agreement. The requirements of this Ordinance are expressly waived.

**For SEIU 775:**

**For Horizon House:**

\_\_\_\_\_  
David Rolf  
President, SEIU 775

\_\_\_\_\_  
Sara McVey  
Chief Executive Officer, Horizon House

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING THREE**

**Memorandum of Understanding Between  
Horizon House  
and  
SEIU 775**

Memorandum of Understanding Regarding Limited Reopener to Address Washington State Paid Family Leave Law.

Horizon House (Employer) and SEIU 775 (Union) agree as follows:

The Washington State Paid Family and Medical Leave law, Substitute Senate Bill 5975, to be codified at Title 50A RCW et seq., together with its implementing rules constitute a State-managed paid leave program that may impact the operation or economic basis of certain paid time off and disability insurance benefits provided by the Employer under this Agreement. Therefore, on or after January 1, 2019, the Employer may, by written notice to the Union, reopen this Agreement for negotiation of Articles 11.2.1 Paid Time Off (PTO) Accrual Rate; 11.2.3 Cash out of PTO; 11.3 Extended Sick Leave (ESL); 11.3.1 Extended Sick Leave (ESL) Accrual Rate; 11.3.2 Use of Extended Sick Leave (ESL); 11.4.3 Paid Sick Leave (PSL) Rollover; and/or 12.4 Disability Insurance for the purpose of negotiating said terms to address the economic and operational impact of the Washington State Paid Family and Medical Leave law and its implementing rules. The Parties agree to meet within thirty (30) days of the Notice of Reopener and to conclude such negotiations within sixty (60) days of that first meeting.

**For SEIU 775:**

**For Horizon House:**

\_\_\_\_\_  
David Rolf  
President, SEIU 775

\_\_\_\_\_  
Sara McVey  
Chief Executive Officer, Horizon House

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING FOUR**

**Memorandum of Understanding Between  
Horizon House  
and  
SEIU 775**

Memorandum of Understanding Regarding Transition From Health Insurance “Incentive Plan.”

Horizon House (Employer) and SEIU 775 (Union) agree as follows:

Upon ratification of this Agreement former Article 12.2.2 Incentive Plan will be removed from this Agreement. To support the bargaining unit members who participated in the Incentive Plan as of the ratification of this Agreement, Horizon House will pay to each such bargaining unit member a one-time, lump-sum transition payment equivalent to thirty percent (30%) of the 2017 premium the Employer would have paid for the twelve (12) months of 2017 for that employee to participate as an individual in the elements of the Employer’s group insurance plan from which that employee opted out. This transition payment will be made no later than the first payday following the first full pay period after ratification of this Agreement.

**For SEIU 775:**

**For Horizon House:**

\_\_\_\_\_  
David Rolf  
President, SEIU 775

\_\_\_\_\_  
Sara McVey  
Chief Executive Officer, Horizon House

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING FIVE**

### **Memorandum of Understanding Between Horizon House and SEIU 775**

Setting and modifying 2018-2021 base healthcare insurance plan design, benefit and coverage terms

Horizon House (Employer) and SEIU 775 (Union) agree as follows:

This Memorandum of Understanding is effective during the term of the parties' 2018-2021 collective bargaining agreement. This Memorandum of Understanding is intended to define the individual and family deductibles, individual and family out of pocket limits, and emergency room co-payment applicable to the Employer's base healthcare insurance plan during health insurance plan years 2018, 2019, 2020, and 2021. This Memorandum of Understanding also defines how healthcare insurance plan design, benefit and coverage terms may be modified during the term of the parties' 2018-2021 collective bargaining agreement.

1. Effective January 1, 2018, the Employer's 2018 base health insurance plan deductibles, out of pocket limits, and emergency room co-pay will be:
  - The 2018 base health insurance plan deductibles will be \$850 Individual/\$2,550 Family
  - The 2018 base health insurance plan out of pocket limits will be \$3,350 Individual/\$10,050 Family
  - The 2018 base health insurance plan emergency room co-pay will be \$250
  
  - Other plan design, benefit and coverage terms of the Employer's 2018 base health insurance plan will be consistent with these terms, or as set in the Employer's 2017 base health insurance plan
  
2. Effective January 1, 2019, the Employer's 2019 base health insurance plan deductibles, out of pocket limits, and emergency room co-pay will be:
  - The Employer's 2019 base health insurance plan deductibles will be \$900 Individual/\$2,700 Family
  - The Employer's 2019 base health insurance plan out of pocket limits will be \$3,400 Individual/\$10,200 Family
  - The Employer's 2019 base health insurance plan emergency room co-pay will be \$275
  
  - Other plan design, benefit and coverage terms of the Employer's 2019 base health insurance plan may be modified under Article 12.5

3. Effective January 1, 2020, the Employer’s 2020 base health insurance plan deductibles, out of pocket limits, and emergency room co-pay will be:
  - The Employer’s 2020 base health insurance plan deductibles will be \$950 Individual/\$2,850 Family
  - The Employer’s 2020 base health insurance plan out of pocket limits will be \$3,450 Individual/\$10,350 Family
  - The Employer’s 2020 base health insurance plan emergency room co-pay will be \$300
  - Other plan design, benefit and coverage terms of the Employer’s 2020 base health insurance plan may be modified under Article 12.5
  
4. Unless modified pursuant to Article 12.5, effective January 1, 2021 the Employer’s 2021 base health insurance plan deductibles, out of pocket limits, and emergency room co-pay will be:
  - The Employer’s 2021 base health insurance plan deductibles will be \$950 Individual/\$2,850 Family
  - The Employer’s 2021 base health insurance plan out of pocket limits will be \$3,450 Individual/\$10,350 Family
  - The Employer’s 2021 base health insurance plan emergency room co-pay will be \$300
  - These plan deductibles, out of pocket limits, and emergency room co-pay and other plan design, benefit and coverage terms of the Employer’s 2021 base health insurance plan may be modified under Article 12.5
  
5. Under Article 12.2, the Employer may set, modify, and/or discontinue any enhanced insurance options (commonly known as “buy-up” plans) and any terms thereof in its sole discretion.

**For SEIU 775:**

**For Horizon House:**

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David Rolf  
President, SEIU 775

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Sara McVey  
Chief Executive Officer, Horizon House

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

**Call our Member Resource Center toll-free at 1.866.371.3200**