

Collective Bargaining Agreement

between

SEIU 775

and

TALBOT REHABILITATION CENTER

Effective September 17, 2020 to August 31, 2022

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ARTICLE 1: RECOGNITION

This agreement is between Talbot Rehabilitation Center (hereafter referred to as the “Employer”) and SEIU775 (hereafter referred to as the “Union”).

The Employer recognizes the Union as the exclusive bargaining representative for regular fulltime, part-time and intermittent Housekeepers, Laundry Aides, Dietary Aides, Janitors, Cooks, Lead Cooks, Prep Cooks, Restorative Aides, NARs, Hospitality Aides, Certified Nursing Assistants, Lead Certified Nursing Assistants, Central Supply Clerks, Nursing Staffing Coordinator/Ward Clerks or Central Supply, and Licensed Practical Nurses located at Talbot Rehabilitation Center at Talbot Road, L.L.C., D/b/a Talbot Center for Rehabilitation and Healthcare Talbot Rehabilitation Center, 4430 Talbot Road South, Renton, WA 98055, excluding all registered nurses, guards, professional employees, supervisors and any other employees excluded by the National Labor Relations Act.

ARTICLE 2: MANAGEMENT RIGHTS

Except as otherwise specifically provided in this contract, the management and operation of the nursing home, the control of the premises and the direction of the workforce are rights exclusive to the Employer.

The right to manage includes, but is not limited to, the right to hire, assign, transfer, promote, demote, layoff, suspend, discharge and discipline Bargaining Unit Employees for just cause; select and determine the number of its Bargaining Unit Employees, including the numbers assigned to any particular work; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part, at any time; subcontract bargaining unit work (in accordance with Article 21- Subcontractors); determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of Bargaining Unit Employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and act of bargaining Unit Employees during working hours; require that duties other than those normally assigned to be performed temporarily for coverage if necessary; select supervisory Bargaining Unit Employees, training Bargaining Unit Employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the working force; establish, change, combine or abolish job classifications and transfer Bargaining Unit Employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the Bargaining Unit Employees, and in all respect carry out, in addition, the ordinary and customary functions of management.

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

The foregoing statement of the rights of management and of Employer functions are not all inclusive, but indicate the type of matters or rights, which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions not specifically enumerated. The Employer shall have the right to propose to modify the terms or conditions of employment of covered workers, which are not subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to bargain over proposed changes, if requested by the Union within thirty (30) days of notice of the change.

None of these rights shall be exercised in an arbitrary or capricious manner.

ARTICLE 3: UNION RIGHTS

SECTION 3.1: ACCESS TO PREMISES

Upon reasonable advanced notice, a duly authorized representative of the Union may visit the premises of the Employer for bona fide Union business concerning employees covered by this Agreement. Upon arrival at the facility, the Union Representative will notify the Executive Director or other person in charge. The Union representative shall have access to any bargaining unit employee in the non-work and nonresident areas, so long as it will not interfere with employee performance or disrupt residents or guests. The Union agrees to provide the Employer with a list of representatives, stewards and officers and to maintain the list in current status.

SECTION 3.2: ADVOCATES AND EXECUTIVE BOARD MEMBERS

Section 3.2.1 Advocates

The Union may select employee representatives as Advocates from among employees in the bargaining unit. The Advocate will be recognized by the Employer upon written notification by the Union. An Advocate shall be permitted time off with pay to attend a meeting with management concerning grievances or labor relations matters. Upon completion of the meeting, an Advocate will report back to his/her supervisor. Unless otherwise agreed to by the Employer, other Union business shall be conducted only during non-working time and shall not interfere with the work of other employees. The Union shall be allotted up to three (3) shifts of paid release time in each facility annually for Advocate Training. Sufficient advance notice shall be provided to the Employer to ensure adequate staffing levels on the date of the training. Subject to appropriate advance notice and scheduling requirements, up to a total of four (4) Advocates per calendar year per facility shall be granted one (1) day, eight (8) hours, unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend Union sponsored training in leadership, representation and dispute resolution. An advocate may communicate

with the Union office by telephone during working time after first obtaining the permission of his/her immediate supervisor or other representative of the Employer. Such permission shall not be unreasonably denied.

The Union office may communicate with an advocate during working hours by telephoning the Advocate's immediate supervisor or department manager. Such calls to an advocate shall be limited to two (2) calls per day of ten (10) minutes in duration. Any notification by the Employer to the Union shall be in writing delivered to the Union at its offices with a copy to an advocate designated by the Union.

Section 3.2.2 Union Executive Board Members

Subject to appropriate advance notice and scheduling requirements, up to two (2) employees from the bargaining unit that are serving as Union Executive Board Members shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend the Union Convention. The Union will provide the Employer written notice of any bargaining unit employees serving as a Union Executive Board Members.

SECTION 3.3: PERSONNEL FILES

Each employee shall have access to his/her personnel file. The employee may view this file in the presence of a management representative upon request. Files must be made available within seventy-two (72) hours of the employee's request. This time is exclusive of weekends or recognized holidays. References to other person(s) found in any file(s) may be omitted for confidentiality if not forming a basis for discipline. Employees will be given the opportunity to provide a written rebuttal, to be placed in their file, to any materials that are a part of their file.

3.3.1 Employee Signatures

The employee shall be required to sign material to be placed in his/her official personnel file provided the following or a similar disclaimer is attached: "Employee's signature confirms only that management has discussed and given a copy of this material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

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

3.3.2 Employee Statements

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

calendar days from the date the critical material is reviewed with the employee.

3.3.3 File Materials

Material reflecting verbal or written warnings shall be retained in the employee official personnel file. Disciplinary action which has been overturned or ordered removed from the official personnel file shall be removed.

SECTION 3.4: BULLETIN BOARD

Bulletin board space in prominent locations shall be designated for the use of the Union. Such bulletin board space shall be used for the purpose of posting Union notices and materials. Scandalous, obscene and other inappropriate material posted outside of this guideline may be removed by the Employer.

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

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

ARTICLE 4: LABOR-MANAGEMENT COMMITTEE

SECTION 4.1: STATEMENT OF INTENT

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

SECTION 4.2: LABOR-MANAGEMENT COMMITTEE

The Labor Management Committee (LMC) will be comprised of between three (3) and five (5) members chosen by the Union of which all but one member shall be bargaining unit employees and three (3) members of management. The purpose of the LMC is to foster ongoing communication during the term of this Agreement and to address issues of mutual interest. Grievance adjustment or subjects of bargaining shall not be referred to the LMC unless by specific agreement between the Union and the Employer. Subjects to be discussed and meeting times shall be by mutual agreement. The LMC shall meet as often as needed as determined by the Labor Management Committee, but no less than quarterly,

unless by mutual agreement. All bargaining unit employees shall be provided paid release time at their regular rate of pay for time spent at Labor Management Committees. Such time shall not be considered hours worked for purposes of calculating overtime.

SECTION 4.3: COMMITTEE REPORTS

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

SECTION 4.4: COMMITTEE MINUTES

Minutes of the meeting will be kept and posted on the Union's bulletin board. As determined by the co-chairs, if the Committee has a specific advisory recommendation, it shall be referred in writing directly to the Administrator. The Administrator shall respond in writing to the Committee with what action is taken with respect to the recommendation and the reasons therefore. The response shall be made as promptly as the nature of the recommendation and investigation allow.

ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 5.1: MEMBERSHIP

All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All bargaining unit employees hired after the date of ratification of this Agreement shall, as a condition of employment, not later than the 31st day following the commencement of his/her employment, become and remain a member of the Union in good standing. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section 5.3. The Employer shall include a Union Membership Card in each employee's employment paperwork. The card will be reserved for the Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send the original to the Union.

SECTION 5.2: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS

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

SECTION 5.3: PAYROLL DEDUCTIONS

5.3.1 Dues Deductions

The Employer agrees to deduct from each bargaining unit employees pay all authorized dues as determined by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of proper authorization, and periodically thereafter as specified on the authorization, unless revoked by the union, in writing, and shall remit the same to the local Union once per month within fifteen (15) calendar days after the end of each pay period for which dues were deducted. Upon issuance and transmission of the check to the Union, the Employer's responsibility shall cease with respect to such deduction.

5.3.2 Cope Deductions

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. Monies so deducted shall be transmitted by a check separate from the check remitted for payment of dues within five (5) calendar days from the end of the pay period in which the deductions were taken.

SECTION 5.4: BARGAINING UNIT INFORMATION

5.4.1 Roster

The Employer shall provide the Union with a list of all employees covered by this Agreement five (5) calendar days after each payroll. The list shall include:

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number
- Home phone (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Wireless telephone number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address start date
- Email address

- Date of birth
- Gender
- Preferred Language
- FTE status
- Hire Date
- “Last” or “Most Recent” Rehire Date (if applicable)
- “Last” or “Most Recent” Termination Date (if applicable)
- Wage rate
- Differential rate (if applicable)
- Service year
- Service month
- Hours worked per pay period
- Dues deduction amount
- Voluntary deduction amount
- Gross pay
- Net pay
- Work location
- Job classification

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The sum of the individual union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

SECTION 5.5: DATA SECURITY

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation: The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

ARTICLE 6: NO DISCRIMINATION

SECTION 6.1: GENERAL PROVISIONS

No employee or applicant for employment covered by this Agreement shall be discriminated against

because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, ethnicity, religious creed, national or tribal origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act, as amended), genetic information, sexual orientation, gender, gender identity, gender expression, age (40 or over), marital status, pregnancy status, veteran's status (as defined by USERRA) or any protected class protected by law.

SECTION 6.2: GENDERED LANGUAGE

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

SECTION 6.3: PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY

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

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

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

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

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

falsifies other types of records or documents.

A worker may not be discharged or otherwise disciplined because:

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

SECTION 6.4: ANTI-HARASSMENT

The Employer will maintain anti-harassment policies that are compliant with state and federal law. These policies shall include a complaint procedure, including non-retaliation and confidentiality policies. Such policies shall be made readily available to employees in the employee handbook and shall be updated as needed or as required by law.

ARTICLE 7: DEFINITIONS

SECTION 7.1: PROBATIONARY EMPLOYEE

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

SECTION 7.2: REGULAR FULL-TIME EMPLOYEE

A full-time employee is an employee who is regularly paid for an average of thirty (30) or more hours per week. Full-time employees are eligible to participate in the facility's medical and dental plans as well as the facility's vacation, holiday, personal day, jury duty, bereavement and sick leave programs.

SECTION 7.3: REGULAR PART-TIME EMPLOYEE

A part-time employee is an employee who is regularly paid for an average of twenty (20) or more but less than thirty (30) hours per week. Part-time employees are not eligible to participate in the facility's medical or dental plans. Part-time employees are eligible to participate in the facility's vacation, holiday, personal day, jury duty, bereavement and sick leave programs on a pro-rated basis.

SECTION 7.4: INTERMITTENT EMPLOYEE

An intermittent/On Call employee is an employee who is regularly paid for an average of less than twenty (20) hours per week. Intermittent/ On Call employees are not eligible for any benefits that are not mandated by local, state or federal law, with the exception of receipt of premium pay for working any of the holidays recognized by the Employer. The hours worked by an intermittent employee may be either scheduled or unscheduled.

ARTICLE 8: SENIORITY

SECTION 8.1: SENIORITY DEFINITION AND ACCRUAL

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

Seniority shall accrue and not be lost during an employee's vacation. An employee shall not accrue seniority while on layoff or on an unpaid leave of absence which exceeds 12 weeks.

SECTION 8.2: APPLICATION OF SENIORITY

The Employer and the Union agree that in all cases of promotion, transfer, layoff, recall, vacation preference, shift or schedule, length of continuous service within the department shall be considered along with other justifiable and relevant criteria.

8.2.1 Available Hours of Work

The Employer shall be bound by the seniority provisions of this Agreement in the assignment of regular hours to part-time employees as such hours become available and are desired by such employees.

SECTION 8.3: TERMINATION OF SENIORITY

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

- a) Voluntary quit
- b) Discharge for Just Cause
- c) Failure to report to work after a layoff, within three (3) calendar days after receipt of the written notice of recall sent by the Employer to the Employee at his/her last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the Employee by certified mail
- d) Layoff which extends (a) in excess of twelve (12) consecutive months, or (b) for the period of the

Employee's length of service, whichever is less

e) Absence from work without notifying the Employer, unless extraordinary circumstances which existed which prevented the Employee from notifying the Employer

f) Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement

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

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

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

ARTICLE 9: LAYOFF AND LOW CENSUS

SECTION 9.1: DEFINITION OF LAYOFF

Layoff shall be defined as a permanent reduction in a bargaining unit employee's regularly scheduled hours or shifts per workweek. In the event the Employer experiences a period of twenty-one (21) or more continuous working days in which there was not sufficient work to maintain the previous staffing level with regard to the work performed by the bargaining unit employees, the Union may make a written request to meet with the Employer within ten (10) calendar days from the date of the request to discuss the feasibility of implementing a layoff to reduce the incidence of low census on bargaining unit employees.

9.1.1 Layoff / Reduction in Hours

In the event of layoff, employees shall be laid off by classification and/or shift, as determined by the Employer, in reverse order of seniority (the least senior employee in the affected job classification, unit and shift will be laid off first, then the next least senior employee), as determined by Section 8.2 (Application of Seniority) The Employer shall notify the Union, in writing, not less than fourteen (14) calendar days before the layoff of a bargaining unit employee. Upon request, the Employer and the Union will meet and negotiate the impacts of the reduction.

SECTION 9.2: BUMPING

An employee whose hours are being cut or who is being laid off may fill any vacant position or displace the least- senior employee in the same bargaining unit job classification or another job classification in which the employee was previously employed, provided that he or she has the qualifications to do the job. An employee who is displaced in a layoff or has hours reduced shall also have bumping rights. A laid

off employee may combine the jobs of the two (2) least-senior employees in the same classification, provided there is no conflict in schedule.

SECTION 9.3: RECALL

Employees who have been laid off, will be placed on a Recall Roster for a period of six (6) months from the date of layoff. During such period, the Employer shall send copies of all bargaining unit job postings to each employee on the Recall Roster. Employees on the Recall Roster may apply, along with other bargaining unit employees and outside applicants for such positions, which shall be awarded with preference given to current employees in accordance with the provisions of Section 11.2 Vacancies and Job Posting.

9.3.1 Recall Notice

The Employer shall notify the Employee of their recall (by being awarded a position as described in Section 9.3 above) in writing by certified mail, return receipt requested, at the last address furnished the Employer by the Employee or by telephone call verified by a letter as above and employ him/her subject to the above limitations provided they report and are available for work by not later than five (5) calendar days from receipt of the recall notice. A copy of the letter shall be sent to the Union.

9.3.2 Notice of Termination or Layoff

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

SECTION 9.4: FACILITY CLOSURE

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

9.4.1 Job Fair

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

SECTION 9.5: LOW CENSUS DEFINITION

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

First Cut: Agency Personnel

Next Cut: Employees working in overtime pay condition

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

Next Cut: Volunteers

Next Cut: Employees working a scheduled extra pickup shift which will not result in overtime during the pay period.

Next Cut: Intermittent employees

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

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

After all employees in a department working that day have taken a low census day then the rotation will begin again with the least senior employee. An employee who volunteers to take a low census day shall be regarded for the purpose of rotation to have been assigned that day as a low census day. Nothing herein shall limit the number of low census days an employee may accept as a volunteer. Low census days shall be without compensation. Employees subject to low census may elect to utilize earned PTO or vacation benefits which are otherwise available for scheduling. Quarterly, on November 1, February 1, May 1 and August 1, the cycle of applying cut hours will start over.

ARTICLE 10: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

SECTION 10.1: WORKDAY AND WORK WEEK

The normal workday shall consist of up to 8 hours of work within a 24-hour period. The normal LPN workday consists of a 12-hour scheduled work shift within a 24-hour period. The normal work week shall consist of up to 40 hours of work within a 7-day period. The Employer may define the work week on an individual, department, shift or facility basis in accordance with Federal and State law.

SECTION 10.2: OVERTIME

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

(8) hours on any double shifts or split double shifts of at least two (2) hours or more shall be paid at the overtime rate of pay. A regularly scheduled 12-hour shift shall not be considered either a “double shift” or a “split double shift” under this Section.

Any employee required to work more than ten (10) consecutive days shall receive the overtime rate of pay beginning with the eleventh (11th) consecutive day of work and continuing until the employee receives at least one (1) day off. If an employee volunteers to fill an open shift, this will not be considered “required” by the employer for purposes of this Section.

SECTION 10.3: MANDATORY OVERTIME

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

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

SECTION 10.4: MEAL AND REST PERIODS

Except as specified below, all employees shall receive an unpaid duty-free meal period of at least thirty (30) minutes. Meal periods shall be paid when the employee is required by the Employer to interrupt the meal period in order to work or to remain at a prescribed work site in the interest of the Employer. Remaining in the facility in the employee lounge is not a work site. All employees shall be allowed a rest period of not less than fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. During fifteen (15) minute rest periods, employees shall remain at the facility.

SECTION 10.5: WEEKENDS OFF AT TALBOT CENTER FOR REHABILITATION AND HEALTHCARE

10.5.1 Nursing

The Employer shall use its best efforts to schedule all full-time employees at Talbot Center for Rehabilitation and Healthcare for one (1) weekend off in each consecutive three (3) weekends and will use its best efforts to schedule regular part-time employees for at least one (1) weekend off in each consecutive four (4) weekends. Where continuous weekend work is mutually agreed between the Employer and the employee this paragraph shall be waived. The Employer shall not be restricted in using various schedules that provide for one (1) weekend off in each consecutive three (3) weekends.

10.5.2 Non-Nursing

The Employer shall maintain its current scheduling practices at Talbot Center for Rehabilitation and Healthcare in the Dietary, Housekeeping and Laundry Departments. If any changes to this practice are to be made, the Employer shall give a thirty (30) calendar day notice to the Union and the Parties agree to meet to discuss such schedule changes.

10.5.3

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

SECTION 10.6: WORK SCHEDULES

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

If an Employee wishes to change a scheduled day with another Employee, both must sign a written request, and it must be approved by their supervisor. Such changes may result in overtime if approved by a supervisor. Work schedules shall be filled by the Employee with the longest seniority (as defined in Article 8 – Seniority).

SECTION 10.7: SPLIT OR ROTATED SHIFTS

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

SECTION 10.8: PAY PERIOD AND PAYCHECK CORRECTIONS

Pay periods and paydays shall be as outlined in the Employers Policies. For paycheck errors (mutually agreed on mistakes by employee and employer) that are brought to the attention of the Administrator or Human Resources/Payroll within seventy-two (72) hours of issuance of the paycheck, the Employer will make any necessary corrections and issue a new check within forty-eight (48) hours of notice of the errors. For errors identified after 72 hours, the Employer will make the corrected pay adjustments in the following scheduled paycheck.

ARTICLE 11: EMPLOYMENT PRACTICES

SECTION 11.1: JOB DESCRIPTIONS

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to an employee for the position into which he/she has been hired. The Employer shall furnish the Union with job descriptions for all classifications in the bargaining unit, including any modifications or revisions of such job descriptions. The Employer agrees to give titles to positions that most clearly indicate the nature of the work performed and will place these positions in the same pay group as other comparable positions.

SECTION 11.2: VACANCIES AND JOB POSTING

A vacancy is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Employer determines to fill. The Employer reserves the exclusive right to determine if a vacancy exists. Vacant bargaining unit positions on a given shift will be posted on a designated space for five (5) calendar days to give current qualified employees on other shifts or departments the opportunity to apply for the open position. Seniority of current qualified employees will prevail in selection for shifts or positions. The Employer may recruit applicants concurrently from outside the Bargaining Unit during the internal posting time and if no bargaining unit member is qualified or accepts the offered position, the Employer may hire from the outside pool. All Employees who apply for a vacant position will be notified that their application is being considered. Seniority of current employees will prevail in the selection of shifts or positions; provided the employee is qualified for the position based in the job description (education and experience requirements) as well as skill set and previous performance (including attendance and discipline in the previous eighteen (18) months).

The application process will be determined at each Center during the Labor Management Committee (Article 4 – Labor Management Committee).

SECTION 11.3: EVALUATIONS

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

SECTION 11.4: ORIENTATION

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

SECTION 11.5: IN-SERVICE EDUCATION

An in-service program will be maintained by each department. Attendance at mandatory in- services will be paid at the appropriate rate of pay.

SECTION 11.6: MUTUAL RESPECT

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

ARTICLE 12: DISCIPLINE, DISCHARGE AND JUST CAUSE

Discipline or discharge of non-probationary employees shall be for Just Cause only. The discipline process will include the concept of progressive discipline (i.e. verbal reprimand, written reprimands, the possibility of suspension without pay, and discharge), provided, however, an employee may be subject to immediate dismissal or suspension based on an egregious offense. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of Just Cause. Offenses warranting immediate termination shall include but not be limited to action or inaction that is abuse or neglect.

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

Information requested by the Union on behalf of an Employee grievance which involves direct patient information cannot be released without the express approval by the resident or the resident's responsible party and shall be provided only after deidentification of protected health information, in accordance with the HIPAA Privacy Rule, has been completed.

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

Employees shall be notified of their right to request union representation at the beginning of any disciplinary meeting or disciplinary investigation. All disciplinary action shall be taken within fourteen (14) working days from the date the Employer had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action.

The personnel action form used for disciplinary action shall include the following information, adjacent to the sentence which states that the employee's signature on the form indicates that the employee has received a copy of the discipline, but the signature does not indicate agreement or disagreement with the content or information which led to the disciplinary action.: "You may have the right to appeal this disciplinary action. For more information, you have the right to contact a union steward or representative of SEIU 775. Information about these rights is available at the Member Resource Center at 1-866-371-3200."

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

Employees will be provided with a Copy of any written notice of disciplinary action within forty-eight (48) hours. Copies will be provided to the Union with the employee's consent.

Twelve (12) months without any disciplinary action will generally result in the last step not being considered. The Employer will notify the Union when circumstances result in the Employer determining that a specific discipline will be considered (egregious action or behavior, for example) beyond the general rule of twelve (12) months.

ARTICLE 13: HOLIDAYS

SECTION 13.1: PERSONAL HOLIDAY

Regular full-time and regular part-time employees shall receive a personal holiday on the employee's first anniversary date and each anniversary date thereafter or alternate personal holiday as scheduled by mutual agreement between the Employer and the Employee. Such personal holiday shall be compensated at the employee's regular rate of pay and must be taken within the next twelve (12) months or be forfeited. Personal holidays are not a vested benefit. Therefore, if not used, they are not payable upon termination of employment. Personal Holidays must be arranged with the Employer in advance, and the Employer shall have discretion in approving requests subject to its assessment of scheduling needs. This provision is not in addition to the Personal Holiday described in Section 14.4 of Article 14 of this Agreement.

SECTION 13.2: RECOGNIZED HOLIDAYS

The Centers recognize the six (6) holidays listed below:

- New Year's Day (Jan 1)
- Thanksgiving Day
- Memorial Day
- Christmas Day (Dec 25)
- Independence Day (July 4)
- Labor Day

Regular full-time and regular part-time employees who work on a designated holiday during the hours as set forth above shall be compensated double their regular rate of pay for all hours worked on those six (6) holidays.

To be eligible for the holiday premium pay, employees must work their scheduled shifts before and after the holiday. In advance of publication of the schedule, employees who would reasonably expect to be scheduled to work during an upcoming holiday, and would like to request that holiday off, shall request the holiday off with as much notice as possible. Following the publication of a schedule, employees who are not scheduled to work on the holiday shall be allowed to volunteer to work for any unfilled holiday shifts. Holiday overtime work shall be distributed in seniority order, although any single employee shall not be granted more than one (1) additional shift unless there are no other volunteers. Should an employee who is scheduled to work a holiday call in sick, fail to appear, or if the shift should go unfilled for other reasons, the Employer will make every reasonable effort to offer such available shift to volunteers in seniority order. Such employee shall be compensated at the Holiday premium rate.

ARTICLE 14: VACATION AND SICK LEAVE

SECTION 14.1: VACATION

14.1.1 General Vacation Provision

The vacation year shall be based upon an employee's anniversary date as a regular full-time or part-time employee. Vacations may be taken at any time during the year mutually agreeable to the Employer and the employee subject to the scheduling requirements of each department. Employees may take vacation in increments of half or whole day not to exceed the employee's regular schedule on the day which the vacation is taken.

14.1.2 Vacation Accrual Rates

Employees shall accrue and earn vacation upon the date of hire but may not use vacation time until after ninety (90) days of employment. Full time and part-time employees will accrue vacation time on the following schedule:

Length of Continuous Service	Accrual Rate
0 – 12 month	.0384 not to exceed 10 working days
1 – 4.99 years	.0578 not to exceed 15 working days
5+ years	.0768 not to exceed 20 working days

14.1.3 Pro-ration of Vacation

Part-time employees shall accrue prorated vacation pay, with the same seniority/service year accrual schedule.

14.1.4 Vacation Payout at Termination or Resignation

Employees, after ninety (90) days of continuous employment, who terminate their employment upon

providing the Employer proper notice, shall be paid all their vacation time earned through their last day of employment at 100% the value. This provision shall not apply in the case of an employee discharged for cause. An employee who fails to provide proper notice of resignation will forfeit unused accrued vacation.

14.1.5 Maximum Vacation Accrual

An employee will not accrue more than two hundred (200) vacation hours at any time.

14.1.6 Vacation Schedule Posting

All vacation requests and approvals shall be based on a "first come-first granted" basis. All requests for vacation time shall be made at least one (1) month prior to the employee's desired time off, but no more than 90 days (requests will not be unreasonably rejected; i.e. employees scheduling flights in advance), unless otherwise mutually agreed to by the employee and the Employer. The Employer shall respond to the requesting employee with a grant of or denial of, such vacation within a reasonable time period but no later than fourteen (14) calendar days after the employee's submission of a request. Vacations may be taken at any time during the year as mutually agreed upon by the employee and Employer subject to the staffing requirements for each department. Should the Employer turn down a request for vacation leave because of the staffing needs of the department, the Employer shall approve the mutually agreed upon choice of vacation time.

SECTION 14.2: CASH OUT OF VACATION

Employees who have completed ninety (90) days of continuous service may elect to receive up to 40 vacation hours each year in cash in lieu of time off at 100% the value.

SECTION 14.3: PERSONAL HOLIDAY

Full-time and part-time employees are eligible to receive one paid day off each year on January 1st of each year that must be used within the calendar year. The paid day off for part-time employees will be pro-rated based on average hours paid during the work week. To be eligible for a Personal Holiday, an employee must have completed his/her Probationary Period.

Employees cannot request pay in lieu of a day off. In no case will payment for a Personal Holiday be in excess of eight (8) or twelve (12) hours per scheduled shift. The Personal Holiday is not payable upon termination of employment.

SECTION 14.4: SICK LEAVE

Full-time and part-time employees accrue .025 hours of paid sick leave for each hour compensated. The maximum amount of sick leave an employee may accrue within a single anniversary year is forty-eight (48) hours. Unused sick leave may accumulate to a maximum of one hundred seventy-six (176) hours. Sick leave will be paid at an employee's regular rate of pay. The maximum amount of sick-pay an employee may receive per day of illness is eight (8) or twelve (12) hours per scheduled shift.

14.4.1 Eligibility for Payment of Sick Leave

Employees must have completed 90 days of continuous service before paid sick leave may be taken. Sick leave is payable on the first day of absence. Employees may take accrued sick leave according to eligibility under WA PAID SICK LEAVE LAW 14.4.2. Sick leave is not payable upon termination of employment.

14.4.2 Washington Paid Sick Leave Law

The Employer will provide paid sick leave benefits to all employees as required under the Washington Paid Sick Leave law and shall administer paid sick leave under this agreement consistent with such requirements.

SECTION 14.5: VACATION LEAVE DONATION PROGRAM

Employees may donate earned vested Vacation hours to another employee who has suffered a hardship if the receiving employee has used all of his/her earned vacation/sick hours. The receiving employee must be employed for one year or more. Vacation hours shall be converted to dollars prior to donation and re-converted to hours based upon the donating and receiving employees' respective pay rates.

ARTICLE 15: RETIREMENT SAVINGS PROGRAM

The Employer will make available a 401(k) program for employees to invest in for retirement purposes. The Employer does not make any contributions to this program but agrees that it will do so on the same terms and conditions as other employees if the Employer begins a contribution program.

ARTICLE 16: INSURED BENEFITS

SECTION 16.1: GENERAL BENEFIT ELIGIBILITY

Full-time employees only are eligible to participate in the medical, dental and vision programs. Coverage is effective the first day of the month following 30 days of employment. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums for the dental, vision and non-medical insurance plans. Prior to implementing any substantial and material change in insured benefits, excluding those required under the patient protection and affordable care act, the Employer shall meet with the union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If the Employer's foregoing modification, excluding modifications required under the patient protection and affordable care act, results in less total compensation for employees in the bargaining unit, the Employer shall negotiate with the Union per the provisions of article 2.

SECTION 16.2: EMPLOYER CONTRIBUTIONS

The Employer shall pay for eighty percent (80%) of the premium of the employee-only coverage and the employee, through payroll deduction, shall pay twenty percent (20%) of the premium. Employees may participate in the Employer's dental insurance plan at his/her own expense. Eligible employees, at their own expense, may authorize deductions for coverage of dependents in the employer's medical or dental plans.

SECTION 16.3: FUTURE MEDICAL PLANS

The parties maintain a vision of quality and affordable healthcare for both the employees and the Employer. If, in the lifetime of this agreement, a Taft-Hartly Trust insurance plan is created, the employer agrees to meet with the Union to review its costs and benefits and remains open to joining such plan. The parties acknowledge that the Employer is not required to join a Taft-Hartley plan.

ARTICLE 17: WAGES

SECTION 17.1: REPORT PAY

Employees who report for work as scheduled and who leave because of low census or other similar reasons, shall be paid no less than two (2) hours' pay at straight-time rate plus differentials, if applicable. Report pay only applies if the employee did not receive prior notice from the Employer of low census or overstaffing.

Prior notice includes leaving a message on an answering machine or with the person answering the telephone at least ninety (90) minutes prior to the start of the employee's shift. It is the responsibility of the employee to provide the Employer with an accurate telephone number. Failure by the employee to do so relieves the Employer of its "report pay" obligation.

SECTION 17.2: NEW POSITIONS

If during the life of this Agreement the Employer elects to create a new position in the unit defined by Article 1 (Recognition), then the Employer shall give the Union advance written notice of the wage rate. The Union shall have seven (7) calendar days from receipt of such notice to request negotiations on the proposed wage rate. If requested by the Union, the parties shall meet promptly to negotiate the wages for the new position.

SECTION 17.3: REHIRE

If the Employer opts to rehire an individual who worked for the Employer previously (within the past twelve (12) months), the employee shall be paid no less than his/her hourly wage or step when previously employed, if reemployed in the same position as before and the Employer deems that any necessary certification and skill requirements are met as determined by the Employer.

SECTION 17.4: WORK IN A HIGHER CLASSIFICATION

Employees required to work in a higher classification shall be paid the higher rate of pay for all hours worked in that classification.

SECTION 17.5: WAGE ADJUSTMENTS

Effective upon ratification of the agreement, all employees covered under the agreement shall be placed on the hiring grid below, including the experience grid (17.6.1).

SECTION 17.6 HIRING RATES

Increases to the hiring scale shall become effective the first full pay period beginning on or after the dates indicated below. Employees covered by this agreement shall receive wages at no less than:

Position	9/16/20
Nursing Assistant	17.00
NAR/Hospitality	15.00
Cook	15.25
Dietary Aid	15.00
Maintenance Assist	15.00
Central Supply	17.00
Staffing Coordinator	17.00
Shower/Restorative	17.25
Activities Assistant	15.00
Housekeeping Aide/Laundry Aide	15.00
Licensed Practical Nurse	28.00

17.6.1 Recognition for Relevant Experience

Newly hired Employees shall receive credit for experience according to the following relevant experience grid:

All Collective Bargaining Unit Employees

Base	2- 3.99 Years	4- 5.99 Years	6- 9.99 Years	10+ Years
Base Rate (scale)	Base + \$0.50	Base + \$0.75	Base + \$1.25	Base + \$2.00

For CNAs (including Restorative and Shower Aides), relevant experience shall be measured from the individual's initial date of certification, less any significant gaps in employment as a CNA (6 months or more) since the individual's initial certification date. For LPN's the same shall apply, but from the date of the individual's first licensure as an LPN. For all other positions, relevant experience shall be prior experience is a similar job classification in a nursing home or other, similar institutional setting.

Newly hired employees shall not be paid a higher wage than an incumbent employee in the same position with the same experience.

SECTION 17.7: ANNIVERSARY INCREASES

LPNs shall receive an anniversary increase of fifty cents per hour (\$0.50/hour), effective the pay period following their anniversary date. All other employees covered by this Agreement shall receive an anniversary increase of thirty-five cents per hour (\$0.35/hour) on the first day of the pay period following their anniversary date.

SECTION 17.8: DIFFERENTIALS

Employees shall receive differentials and premium pay as they are specifically identified in this section.

17.8.1 Weekend and Weekday Night Shift Premium Pay

Any Talbot employee who works on a weekend (defined as the night shift on Friday through the evening shift on Sunday) shall receive fifty cents (\$0.50) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay.

Any CNA who works a weekday night shift shall receive twenty-five cents (\$0.25) per hour premium pay for each hour worked on a weekday night shift.

17.8.2 LPN Shift Differential

Talbot LPNs who work 6PM – 6AM shall be paid a premium of two dollars (\$2.00) per hour.

17.8.3 Stacking

In the event an employee is working on a shift which has two differentials, the employee shall only be eligible for the higher of the two differentials.

SECTION 17.9 "CHARGE" OR "SENIOR" DIFFERENTIAL

In any case the Employer establishes a "charge" or "senior" position within the bargaining unit, that employee shall receive a \$2 per hour in addition to their base wage. The Union will be notified when the establishment of the "charge" or "senior" position is contemplated by the employer. The position will be posted in accordance with the Vacancies Section (11.2) of this Agreement. "Charge" and "senior" positions will otherwise be known as "lead" positions.

SECTION 17.10: NO WAGE REDUCTION

No employee shall suffer a reduction in base rate of pay as a result of any changes to the wage rates described in this Agreement.

SECTION 17.11: MINIMUM WAGE

Should the applicable minimum wage increase during the life of the agreement to a level which creates a differential between any rate in this contract and said minimum wage which is less than \$0.15, the minimum hiring rates of those classifications shall be increased to a differential at least \$0.15 above the new minimum wage rate.

SECTION 17.12 EXTRA SHIFT PICK-UP BONUS

The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate an extra shift pick-up bonus to encourage safe working practices, hire new employees, retain employees, motivate employees to work, or for any other business reason. The Employer will notify the Union in writing (an email to Union is sufficient) of any new or modified incentives and if requested by the Union, will bargain with the Union to discuss parameters of new incentive program(s) and/or modifications to current incentives. Further, the Employer will publish to its employees any changes to extra shift pick-up bonuses.

ARTICLE 18: LEAVES OF ABSENCE

SECTION 18.1 SEVERABILITY

The following general conditions apply to all leaves of absence. The leaves must comply with applicable state and federal law. The terms of all leaves shall be memorialized in writing. Any extension shall likewise be reduced to writing. Utilization of available PTO or vacation hours must be used concurrently with any non-medical leave of absence. Utilization of available PTO, vacation, or sick hours relative to medical leaves of absence shall adhere to the applicable sections of this article. Any employee on leave of absence at the time of ratification of this Agreement shall see no changes in the terms of his/her current leave.

SECTION 18.2: JURY DUTY LEAVE

If an employee is summoned to jury duty, the employee shall be granted leave with pay from regular duties for up to ten (10) days of jury duty service offset by monies received from the court for serving on jury duty for up to ten (10) days. The employee must promptly inform the Employer on receipt of a jury duty notice. Further, the employee has the right to petition the court for excuse from jury duty service for undue hardship, extreme inconvenience or public necessity.

SECTION 18.3: MILITARY LEAVE

Military leave shall be authorized in accordance with appropriate state and federal requirements. An employee must provide the Employer with a copy of report orders on the first workday after receipt.

SECTION 18.4: FAMILY MEDICAL LEAVE ACT COMPLIANCE

The Employer will comply with all provisions of state and federal law with respect to family and medical leave, including the federal Family Medical Leave Act of 1993 and Washington State's Paid Family and Medical Leave Act (paidleave.wa.gov/). Alleged violations of these leave provisions shall be submitted to the grievance procedure set forth herein, and in accordance with Family Medical Leave laws. Family Medical Leave shall be consistent with and subject to the conditions and limitations set forth by any applicable state law.

18.4.1 General Information for Federal FMLA

If an employee is eligible for FMLA, a leave of absence without pay shall be granted for a period of up to twelve (12) weeks in the following circumstances, for the following reasons during any calendar year:

- A) For the employee's own serious health condition that leaves the employee unable to perform the essential functions of the job; or
- B) For parental leave for the birth, adoption, or foster care placement of an employee's child. Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy and/or childbirth; or
- C) To care for the employee's spouse or domestic partner, son, or daughter, parent or grandparent who has a serious health condition.

A leave of absence under FMLA begins with the employee's request of use of FMLA, or as permitted by state or federal law. Such leave shall be unpaid except:

- A) an employee may use earned vacation, and
- B) An employee may use other earned PTO or sick hours as permitted by applicable state law.

Employees should, whenever possible, give at least thirty (30) days' advance written notice requesting leave as required by state and federal law.

An employee on Family Medical Leave not exceeding twelve (12) weeks shall be entitled to return to

his/her prior position or a substantially equivalent position.

Employees should contact the Human Resources Department for more information on available leaves of absences under the law.

SECTION 18.5: BEREAVEMENT LEAVE

Employees shall be allowed to take up to three (3) regularly scheduled workdays off with pay in case of a death in the employee's immediate family. Immediate family shall be defined as spouse or domestic partner, child, stepchild, parent, parent-in-law, grandparent, grandparent-in-law, brother or sister, or any other family member living in the immediate household. Employees shall be allowed to take up to one (1) regularly scheduled workday off with pay for the purpose of bereavement or attending the funeral of a brother-in-law, or sister-in-law. Proof of death and the relationship may be required by the Employer.

SECTION 18.6: EMERGENCY LEAVE

Regular employees shall be granted an emergency leave of up to thirty (30) days without pay in the event of death in the employee's immediate family. Immediate family shall include only such persons related by blood, marriage, legal adoption or living in the employee's household.

SECTION 18.7: PERSONAL LEAVE

An employee, who has completed six (6) months of continuous employment, may request in writing a personal leave of absence up to ninety (90) days, which may be granted at the sole discretion of the Employer. The Employer will respond to such requests in writing within ten (10) days and will hold the position of the employee granted such leave for up to ninety (90) days. Leaves granted shall not exceed ninety (90) days. Employees returning from a personal leave of absence shall retain his/her seniority and accrued benefits as of the commencement of the approved leave. An employee shall give the Executive Director two (2) weeks' notice of his/her intent to return from the leave.

SECTION 18.8: INDUSTRIAL INJURY LEAVE

Employees suffering an industrial injury shall be granted leave in accordance with the applicable state and federal law. Employees returning from such leave of absence shall be reinstated to that individual's former position or one of like status and pay without loss of seniority or accrued benefits. This paragraph shall in no way restrict the Employer from disciplining employees up to and including termination for violation of Employer's written safety procedures or policies.

SECTION 18.9: UNION LEAVE

18.9.1 Extended Union Leave

An employee elected to fulltime office for the Union or accepting an assignment to perform work for the Union shall be given an unpaid leave of absence for the duration of their term of office or duration of assignment with the Union. A leave of absence of up to one (1) year may be limited to one employee of each facility, at the sole discretion of the Employer. At any given point in time, the Employer has the right

to limit the number of employees on Union Leave to no more than three (3) in each facility, and no more than one (1) from any department other than nursing. The Employer may take the needs of the business into account but shall not unreasonably deny a leave of absence to other employees as requested by the Union, for up to six months.

The Union shall notify the Employer when officially requesting Union Leave for an employee. The employee and Union shall provide the Employer and the facility with a minimum of thirty (30) days notice of his/her requested Union Leave, including a start and probable end date. Time spent on Union Leave shall count as hours worked for wage progression for up to the first two years of leave only.

During the course of the Union Leave the Employer will not be responsible for any Employer obligations, including work-related illnesses or injuries incurred as a result of employment/assignment with the Union. While on leave, should the employee suffer work-related injuries that fully or partially restrict his/her capacity to return to full duty as an employee (of the Company), the Employer is not obligated to return the employee to active duty until such time as the employee is able to resume, with or without reasonable accommodations, all job responsibilities. In such circumstances, and for the purposes of Employee's compensation, the Union is considered the "responsible employer." The Employer shall return the Employee to the same job, shift and position that he/she held at the time when he/she went on Union Leave with no loss to seniority and with any intervening increases in wages or benefits applicable as if he/she had been working. Employees must give the Employer at least ten (10) days written notice of their return to work.

When posting the vacancy created by Union Leave, the Employer will notify applicants that the position may be temporary. It is understood by both parties that when a Employee returns from Union Leave, the least senior worker on that shift will be bumped or laid off. Should a more senior employee be bumped as a result of the worker returning from Union Leave, that employee may bump the least senior employee in the classification. Any layoff affecting the least senior employee in that classification shall be recalled in accordance to Section 12 of this Agreement.

Employees returning to active status with the Employer after a Union Leave in excess of six months may be required to complete a full reorientation and any other licensing requirements that may be applicable, before reassignment or beginning work.

Employees returning after an extended union leave of two years or less shall be guaranteed reemployment at the rate of pay they would have earned with no break in service.

18.9.2 Short Union Leave (UNPAID)

Employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come-first-serve basis. The

Employer may limit the numbers of employees granted leave to no more than four (4) in each facility, and no more than one (1) from any department except nursing, if quality care to the residents is compromised.

Employees on unpaid union leave may utilize any earned PTO or vacation hours while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

18.9.3 Short Union Leave (PAID)

The Employer shall grant up to four (4) paid shifts per contract year per facility for employees to engage in public advocacy for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of employees released on unpaid leave to attend one of the main days designated as public advocacy days by the Union.

SECTION 18.10: MILITARY CAREGIVER LEAVE

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty-six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member. A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating. The “single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor.

SECTION 18.11: 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 section is modeled on Washington Law (RCW 49.77). If RCW.77 changes substantially during the term of this agreement, this section shall be reopened upon request of either party. The party seeking to reopen shall give thirty (30)

days' notice.

SECTION 18.12: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

Eligible employees shall be entitled to take unpaid leave for domestic violence, sexual assault or stalking that the employee has experience, or for the use to care for and /or assist a family member who has experienced domestic violence, sexual assault or stalking. This section is modeled on Washington Law (RCW 49.77). If RCW.77 changes substantially during the term of this agreement, this section shall be reopened upon request of either party. The party seeking to reopen shall give thirty (30) days' notice.

SECTION 18.13: BENEFITS DURING LEAVE

An employee on an unpaid leave of absence will not accrue any additional benefits during the duration of the leave but will not lose any benefits accrued when leave started, provided the employee is not employed elsewhere while on leave. In addition, the employee must return to work when scheduled. The Employer will continue coverage of medical insurance for any employee on an approved leave granted pursuant to the federal Family and Medical Leave Act. Any employee on leave for other reasons may continue coverage under the medical insurance plan but will be required to pay the appropriate monthly premium as determined by COBRA.

SECTION 18.14: PAY IN LIEU OF BENEFITS (P.I.B.)

An employee on an unpaid leave of absence will not accrue any additional benefits during the duration of the leave but will not lose any benefits accrued when leave started, provided the employee is not employed elsewhere while on leave. In addition, the employee must return to work when scheduled. The Employer will continue coverage of medical insurance for any employee on an approved leave granted pursuant to the federal Family and Medical Leave Act. Any employee on leave for other reasons may continue coverage under the medical insurance plan but will be required to pay the appropriate monthly premium as determined by COBRA.

SECTION 18.15: PAY IN LIEU OF BENEFITS – GENERAL CONSIDERATION AND ADMINISTRATION

The P.I.B. increment shall be ten percent (10%) of the employee's base rate of pay. All employees paid the same rate of pay shall receive the same P.I.B. increment. Employees may elect P.I.B. when: they first meet the eligibility criteria; they change from an ineligible status to an eligible status (within thirty-one [31] days); and, at the annual medical open enrollment period. P.I.B. enrollment will extend throughout the medical plan year, April 1st through March 31st; unless a valid change in family status occurs affecting insurance coverage of the employee or the employee's dependents. An employee's P.I.B. election is automatically renewed every April 1st if the employee fails to provide the Payroll/Benefits Coordinator written notice of cancellation of his/her election of P.I.B. during the open enrollment period. When an employee elects P.I.B. such employee's benefits anniversary date shall be frozen (for the purposes of benefit accruals) and be renewed at such time as the employee provides timely cancellation of his/her election of P.I.B. Upon an employee's effective date of reinstatement to the benefits accrual program, the employee shall begin to accrue vacation and sick leave. Employees electing P.I.B. shall keep all their accrued vacation and sick leave hours but these hours will not be available to an employee while he/she

is on P.I.B. If an employee's employment is terminated, all earned vacation pay shall be payable to the employee as set forth in Article 14 (Vacations). Employees on P.I.B. may take time off without pay for vacation purposes.

ARTICLE 19: WORKERS COMPENSATION INSURANCE

The Employer may at any time elect to change the grant of workers compensation insurance to employees through the Industrial Act of the State of Washington by its participation in a private carrier program which the Employer selects. If private coverage is selected, the Employer agrees to furnish evidence of such coverage upon request by the Union.

ARTICLE 20: GRIEVANCE PROCEDURE

SECTION 20.1: INTENT

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

SECTION 21.2: DEFINITION OF A GRIEVANCE

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

SECTION 21.3: GRIEVANCE TIME LIMITS

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

SECTION 21.4: GRIEVANCE PROCEDURE

A grievance shall be submitted to the following grievance procedure:

Step I: Administrator

Administrator or his/her Designee. The employee shall present the grievance in writing to the Administrator or his/her Designee within ten (10) calendar days of the alleged breach of the express terms of this Agreement or within ten (10) calendar days of the date the employee knew or should have reasonably known of the breach. The grievance letter must state the basic facts supporting the allegation, the section(s) of the contract alleged to have been violated, the date(s) of the violation (if known), and the specific remedy requested. A grievance filing that is not timely or does not provide this basic information shall not be considered. The Administrator or his/her Designee shall meet with the employee to attempt to resolve the matter within ten (10) calendar days from the receipt of the grievance. The Administrator or his/her Designee shall respond to the grievance in writing within ten (10) calendar days of such meeting.

Step II: RVP or Director of Labor Relations

Director of Labor Relations or RVP. If the grievance is not resolved to the satisfaction of the employee as a result of Step 1, then the grievance must be submitted in writing to the Administrator or his/her designated representative within ten (10) calendar days of the receipt of the Administrator's response. At the request of the employee, Union or the Employer, the parties shall, within ten (10) calendar days from the date the grievance was advanced to Step II, meet with the Director of Labor Relations or RVP and attempt to resolve the grievance immediately. Within ten (10) calendar days of such meeting the Director of Labor Relations or RVP shall send to the employee and the Union a written response to the grievance.

Mediation (Optional)

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

Step III: Arbitration

If the grievance is not resolved on the basis of the foregoing, either the Employer or the Union may submit the issue to standard arbitration by notifying the other party of its intention to pursue the grievance to arbitration by so notifying the other party within thirty (30) calendar days of the Union's receipt of the written response per the preceding step. By mutual agreement, the parties may opt for expedited arbitration. A list of seven (7) arbitrators will be requested by either party of the Federal Mediation and Conciliation Service (FMCS). On receipt of such a list, the parties shall alternately strike names from the list until only one (1) name remains. The first strike will be awarded to a party based on a coin toss. The person whose name remains shall be mutually selected as arbitrator of the dispute.

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

ARTICLE 21: SUBCONTRACTORS

If the Employer subcontracts any work covered by this Agreement, the subcontractor shall hire any and all displaced employees and all subcontracted employees shall continue to remain in and become part of the existing bargaining unit. Additionally, the subcontractor shall agree to be bound by all the terms and conditions of this Agreement and the facility's policies and procedures. This article does not apply to any agency or registry personnel.

ARTICLE 22: HEALTH AND SAFETY

SECTION 22.1: GENERAL

The facility will comply with applicable federal and state laws and regulations pertaining to occupational safety and health. The Employer will make every reasonable effort to keep equipment in good operating condition. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer.

The Employer will provide required screenings in compliance with all federal, state and local laws applicable to the safety and health of its employees as required. The Employer will provide annual influenza shots to all employees.

Employees are required to report any unsafe conditions to their supervisors.

SECTION 22.2: COMMUNICABLE DISEASES

22.2.1 Communication

Communication to employees of risks of communicable diseases by residents or other employees shall be guided by federal, state and local authorities.

22.2.2 Testing

For employees exposed to a communicable disease while on the job, testing will be made available at no cost to the employee. Testing will be determined by federal, state and local guidance. The facility will

follow OSHA guidelines for any work-related exposure.

22.2.3 Quarantine Leave

An employee who is unable to work as a result of the Employer's determination that they are on quarantine status due to a documented exposure may use accrued and earned Paid Time Off benefits and may be eligible for Paid Family and Medical Leave. Employees may request leave consistent with the Employer's policy or the collective bargaining agreement.

22.2.4 Personal Protective Equipment (PPE)

The Employer will follow all federal, state and local guidelines for infection control with respect to PPE. If shortages of PPE exist, the employer will follow federal, state and local agency guidelines for use and distribution of existing PPE.

ARTICLE 23: SEPARABILITY

This Agreement shall be subject to all present and future applicable Federal and State laws, executive orders, rules, and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into immediate collective bargaining negotiations for the purpose and solely for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 24: NO STRIKE, NO LOCKOUT

During the term of this agreement or any written extension thereof, the Union shall not carry out nor authorize any strike against the Employer at the establishment covered by this Agreement, and the Employer will not lock out any employee. For the purpose of this Article, a walk out, sit-in, sick-out, sympathy strike or, other work stoppage will be considered a strike.

If an employee or employees engage in any strike, and the Employer notifies the Union of such an action, a representative of the Union shall, as promptly as possible, instruct the employees to cease such action and promptly return to their jobs. Employees who participate in a strike in violation of the Article shall be subject to discipline up to and including termination.

In the event of a violation of the no strike provisions, the Union will: a) Publicly disavow such action by the workers; b) Notify the workers of its disapproval of such action and instruct them to cease such action and return to work immediately; c) Post notices on Union bulletin boards advising that it disapproves

such action, and instructing workers to return to work immediately.

In recognition of the partnership between the Union and the Employer that has led to this Agreement, the Union will not conduct picketing for the duration of this Agreement. This provision will specifically sunset on the last date of the Agreement and will not continue in effect unless it is explicitly renegotiated.

ARTICLE 25: SUCCESSORSHIP

If the Employer's facility is to be sold, assigned, leased or transferred, the employer will notify the Union as soon as possible, but in no case later than thirty (30) days, of the name and address of the new owners, assignee, lessee or transferee and meet with the union to negotiate over the effects of the transaction on bargaining unit employees.

The Employer agrees that in the event that it decides its facility, which shall continue to be operated as a skilled nursing facility, the Employer shall require as a condition of any sale that the successor Employer recognizes the Union as the exclusive collective bargaining agent for currently represented employees at the facility.

ARTICLE 26: TERM OF AGREEMENT

This Agreement shall be effective upon ratification and shall remain in full force and effect unless amended by mutual written agreement of the parties through August 31, 2022, and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary date, of its desire to amend any provision hereof.

During the term of this Agreement, the parties may mutually agree to re-open the economic provisions of the Agreement in advance of the above term to negotiate over bargaining unit compensation.

SIGNATURE PAGE

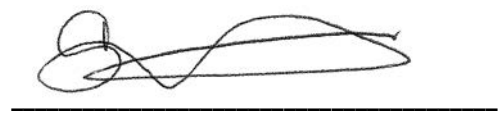
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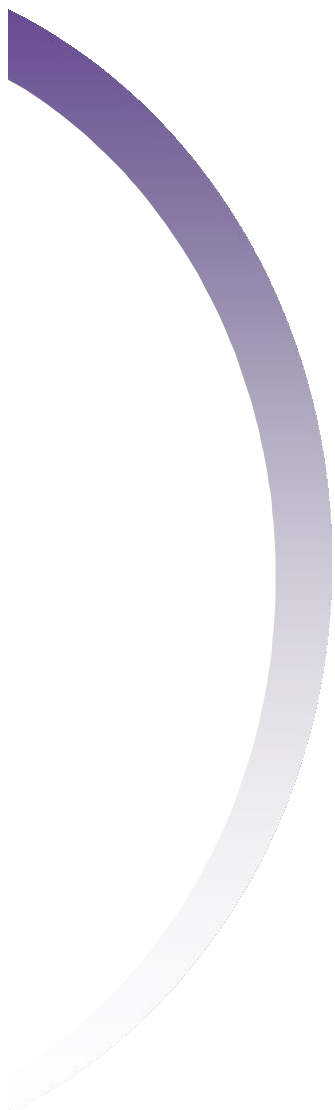
October 12, 2020

FOR SEIU 775



DATE

October 14, 2020



**215 Columbia St.
Seattle, WA 98104
www.seiu775.org**

Call our Member Resource Center toll-free at 1.866.371.3200