

# Collective Bargaining Agreement

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between

**SEIU 775**

and

**Fortis Aldercrest**

**Effective November 1, 2016 to June 30, 2018**

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## **ARTICLE 1 RECOGNITION**

This Agreement is between FMG 72nd Avenue West Washington LLC, d/b/a Aldercrest Health and Rehabilitation Center (hereafter referred to as the “Employer”) and SEIU 775 (hereafter referred to as the “Union”).

Pursuant to National Labor Relations Board Case Number 19-RC-14877, the Employer recognizes the Union as the exclusive collective bargaining representative for the employees in the following appropriate unit:

UNIT: All full-time and regular part-time Certified Nurse Assistants (NACs), Environmental Service Aides, Restorative Assistants, Activities Assistants, Smoking Monitors, Central Supply Aides, Staffing Coordinators, Cooks, Kitchen Aides, Maintenance Employees, Medical Records Assistants, Receptionists and Drivers employed by the Employer at its 21400 72nd Avenue West, Edmonds, Washington, location; excluding all LPNs, RNs GPNs, managers, confidential employees, payroll clerks, business office managers, business office assistant managers, professional employees and guards and Supervisors as defined in the National Labor Relations Act.

## **ARTICLE 2 LABOR MANAGEMENT COMMITTEE**

The Employer and the Union agree to work together for the mutual benefit of the workers, the residents, the Employer and the Union.

The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of three (3) members chosen by the Union, of which at least two (2) members shall be bargaining unit employees and three (3) members of management. The committee will meet quarterly, or as often as needed, to discuss issues, concerns, suggestions and ideas related to the facility, the workers and the residents and to promote better understanding between the Union, the Employer and the residents. This committee will also advise facility management on recruitment and retention issues. Minutes of the meetings will be posted within the facility. This Committee will have no authority to modify or interpret the collective bargaining agreement.

All bargaining unit employees shall be compensated by the Employer at their regular rate of pay for the time spent at Labor Management Committees, for their regularly scheduled hours of work which would be missed because of attendance at the LMC meeting.

The Employer and the Union further agree to establish a Washington Master Agreement Labor Management Cooperation Committee specific to the Employer on a statewide basis. This committee will be composed of appropriate workers of Employer, such as Facility Administrators, Regional Managers, Vice President of Labor Relations, and/or

Human Resource Directors. The committee will also be composed of appropriate members of the Union, such as Union Representatives, advocates, and/or the Local President (or his/her designee).

This committee will meet on a quarterly basis, or as often as needed, but will not require Employer-paid travel by committee members. The regional committee will discuss joint training initiatives, joint safety initiatives, joint public relation initiatives, and other issues of mutual benefit. Minutes of the meetings will be posted in all facilities.

Nothing in this Article shall limit the Employer's sole and exclusive right to manage the facility.

## **ARTICLE 3 MANAGEMENT RIGHTS**

The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein, and whether or not heretofore exercised. Except as expressly modified or restricted by a specific provision of this Agreement. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to:

Hire, promote, demote, layoff, assign, transfer, suspend, discharge and discipline employees and set incentive plans for employees; determine employee benefits; determine overtime rules; select and determine the number of its employees, including the number assigned to any particular work or work unit; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part at any time; subcontract bargaining-unit work, determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of employees; promulgate, post and enforce rules and regulations governing the conduct and acts of employees during working hours; require that duties other than those normally assigned to be performed; select supervisory employees; train employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force; introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force; establish, change, combine or abolish job classifications; transfer 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 employees, and in all respect carryout, in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically abridged, altered or modified by the express terms of this Agreement.

The provisions of this Agreement do not prohibit the Employer from directing any person not covered by this Agreement from performing any task. The Employer, therefore, has the right to schedule its non-bargaining unit employees at any time; however, non-bargaining unit employees shall not customarily do bargaining unit work. 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 maintain the wages of workers covered by this Agreement, as of the effective date of this Agreement, unless explicitly modified by the terms of this or any subsequent Agreement. The Employer shall have the unilateral right to modify the terms or conditions of employment of covered workers, which are not the subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to meet and discuss the changes with the Employer, if requested by the Union within thirty (30) days of notice of the change.

The rights enumerated above shall not be used in an arbitrary and capricious manner.

## **ARTICLE 4 UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

Not later than (for persons hired after this agreement becomes effective) the thirty-first day after their hire date or (for those employed at the effective date of this agreement) the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every worker subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership, or, if the worker objects to the payment of that agency fee, such worker shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

The Employer shall include a Union Membership card in each employee's employment paperwork. After collecting said card, the employer shall retain a copy for itself, forward a copy to the corporate office and send the original to the Union.

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues and initiation fees, and remit it to the office of the Union not later than the thirtieth (30th) day of the month following the month in which the dues were deducted.

The Union shall indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's deducting and remitting of Union dues.

Once every month, the Employer shall inform the Union of new hires and terminated Employees in the classifications listed herein in Unit Classifications. The Employer agrees to provide the Union with the termination dates and reason for termination of workers who are no longer active. This information shall be submitted to the Union no later than the thirtieth (30th) day of each month following termination. The Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or any other reason.

The Employer will honor written assignment of wages to the Union for the payment of voluntary contributions to the Union's Committee on Political Education (COPE) Fund. The Employer shall implement the COPE deduction(s) on the first pay period following the receipt of the authorization. When filed with the Employer, the written authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount deducted shall be included as a separate item on the monthly dues report and The Employer will remit such contributions to the Union by a separate check payable to the Union within thirty (30) days after each pay period.

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s) and home addresses on file with the Employer. The Employer shall supply to the Union a roster of all employees covered by this Agreement on a monthly basis. This list shall include the name, address, phone number, Social Security number, date of hire, rate of pay, job class, FTE status and the amount of dues, fees or COPE contributions deducted from each employee's pay. The Employer shall supply this list in any commonly available electronic format.

## **ARTICLE 5 UNION VISITATION**

Authorized representatives of the Union will be permitted to visit the premises of the Employer for the purpose of ascertaining that the provisions of this Agreement are being observed and/or conferring with workers covered by this Agreement during their non-work time and in break areas. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties and the Union Representative shall inform the Administrator or Director of Nursing of his/her visits prior to entering the nursing home's premises.

The Union will furnish in writing the name of the authorized representatives, and the Employer is obliged only for admission of such authorized representative. Employers shall not unreasonably deny access to employee break areas during all working hours for above-stated reasons.

## **ARTICLE 6 UNION RIGHTS**

### **SECTION 6.1 ADVOCATES**

The Union shall designate up to two worker representatives per work shift as advocates. The advocate is the worker representative position responsible for handling grievances and disciplinary issues with the Employer. Immediately following designation of said advocate (s), the Union shall confirm this appointment by written notice to the Employer. The activities of the advocate shall not interfere with the performance of his/her work or the work of other workers of the Employer. Any time spent by the advocate on Union matters or acting in his/her capacity will not be compensated by Employer, except for time spent investigating and presenting grievances. Advocates will not be compensated by the Employer for time spent in adjusting grievances beyond that which is reasonable. In no case will the Employer be required to pay for time spent adjusting grievances to the extent such time would result in overtime. Under no circumstances shall the Employer be required to pay more than one (1) advocate for attendance at a grievance meeting unless a senior advocate is assisting a junior advocate.

An advocate may not communicate with workers, the Union, or representatives of the Employer concerning Union business on working time, without first obtaining the permission of his/her immediate supervisor or other representative of the Employer. Such permission will not be unreasonably denied.

The advocate shall not direct any worker how to perform or not to perform his/her work in his/her role as an advocate, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Employer or any other worker.

An advocate may not communicate with the Union office by telephone during working time without 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 the 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 the advocate designated by the Union.

### **SECTION 6.2 ACCESS TO NEW EMPLOYEE ORIENTATIONS**

The Employer will provide the union organizer and a designated worker representative adequate notice of orientation and a list of new employees being orientated to both the union organizer designated for the facility and the member advocates at each facility and the union shall be afforded at least thirty (30) minutes with new bargaining unit employees during their new employee orientation, or within one month of the Bargaining Unit Employee's hire date.



The facility worker representative will obtain prior supervisory approval before he/she will be released to participate in this meeting. The facility worker representative will not clock out to attend this meeting.

## **ARTICLE 7 BULLETIN BOARDS**

The Employer shall allow the Union to provide a bulletin board no larger than three (3) feet by four (4) feet that shall be used for the purpose of posting proper Union notices. The Union agrees that the Employer shall be provided with a copy of all notices prior to posting. The Union further agrees not to post or distribute any material, which comments in any way upon Employer or non-bargaining unit employees or is false or derogatory of the Employer, its services or supervisors, or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

## **ARTICLE 8 VACANCIES**

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. Positions shall be posted for a period of five (5) business days in the breakroom in a designated space near the timeclock. If, in the judgment of the Employer, all qualifications of workers who apply for a vacant position are equal, including the employees' ability to perform the work of the prior and the new position, the worker with the most seniority shall be offered the position.

## **ARTICLE 9 NO DISCRIMINATION**

### **SECTION 9.1 GENERAL PROVISIONS**

No worker 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 worker or applicant covered by this Agreement on account of race, color, religious creed, national origin, lawful political affiliation, physical disability (as defined in the Americans with Disabilities Act, as amended), sexual orientation, gender, gender identity, age, marital status, pregnancy or maternity, veteran's status (as defined by USERRA) or any protected class protected by state and/or federal law.

### **SECTION 9.2 GENDERED LANGUAGE**

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

### **SECTION 9.3 PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY (D.H.S.)**

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer 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 workers with documentation or social security problems.

To the extent permitted by law, the Employer shall not infringe the privacy rights of workers, without their express consent, by revealing to the D.H.S. any worker' name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected worker 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 Article 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:

1. The worker (hired on or before November 6, 1986) has been working under a name or social security number other than their own;
2. 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;
3. The worker (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status.

## **ARTICLE 10 PROBATIONARY PERIOD**

All workers covered by this Agreement who are hired into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to a probationary period of ninety (90) days. The Employer may elect to extend this probationary period for up to an additional ninety (90) days. Such extension must be presented to the worker and the Union in writing, along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend a probationary period beyond the initial ninety (90) days. Seniority shall not accrue to workers during their probationary period. However, upon successful completion of said probationary period, all workers shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

Probationary employees may be terminated during their probationary period at the discretion of the Employer without recourse to the Grievance and Arbitration Procedure.

## **ARTICLE 11 CATEGORIES OF EMPLOYEES**

A regular full-time employee is one who is scheduled to work or normally works a minimum of thirty (30) or more hours a week. Full-time employees are eligible for benefits or hourly differentials as provided for in the Employer's Policies.

A regular part-time employee is one who is scheduled to work or normally works a minimum of twenty-four (24) or more but less than thirty (30) hours per week. Whether part-time employees are eligible for Employer benefits or pay in lieu of benefits shall be determined in accordance with the Employer's Policies.

A casual, on-call or per diem employee is one with no regular schedule, but who works intermittently as required and depending on the availability of work. Casual, on-call or per diem employees are not eligible for any benefits.

A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not eligible for any benefits.

## **ARTICLE 12 DISCHARGE, DISCIPLINE OR SUSPENSION**

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline a worker for just cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Employee Handbook, as may be amended from time to time. Offenses warranting immediate terminations shall include but not be limited to repeated 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. Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

A Union Field Representative or advocate may meet and discuss any disciplinary action of a Union member with the Employer. Disciplinary actions more than 18 month will not be considered for purposes of progressive discipline.

The employee shall have the right to request the presence of a Union Advocate to be present during any investigatory or disciplinary action by the Employer. The employee and the union field representative shall be provided with a copy of any written notice of disciplinary action.

## **ARTICLE 13 SENIORITY**

### **SECTION 13.1 DEFINITION AND ACCRUAL**

Seniority shall be defined as the worker's length of continuous service with the Employer in the bargaining unit commencing with the date and hour on which the worker first began work in a bargaining unit position.

Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the worker's seniority shall be retroactive to their first day of work in the bargaining unit position, and shall accrue during his/her continuous employment with the Employer within the bargaining unit covered by this Agreement.

Seniority shall accrue and not be lost during a worker's vacation.

A worker shall not accrue seniority while on layoff or on an unpaid leave of absence.

### **SECTION 13.2 APPLICATION OF SENIORITY**

The Employer and the Union agree that in all cases of, transfer, layoff, recall, and shift or schedule change, the Employer shall consider an employee's length of continuous service within the department.

### **SECTION 13.3 TERMINATION OF SENIORITY**

A worker shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

Voluntary quit.

Discharge.

Failure to report to work after a Layoff, within three (3) days after receipt of written notice of recall sent by the Employer to the worker 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 worker.

Layoff which either extends (a) in excess of six (6) consecutive months, or (b) for the period of the worker's length of service, whichever is less.

Absence from work without notifying the Employer, unless extraordinary circumstances, in the judgment of the Employer, exist and prevent the employee from notifying the Employer.

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

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

A worker 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. The failure of the Employer to rehire said worker after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

#### **SECTION 13.4 LOW CENSUS/REDUCTION OF HOURS**

When a reduction in hours becomes necessary on a day-to-day, shift-to-shift basis, the Employer shall use reasonable efforts to make such reductions on the affected shift, as follows:

1. The Employer shall first ask for volunteers on the affected shift to leave as necessary to meet the required reduced hours of work;
2. If volunteers do not meet the needs of the Employer, the Employer shall reduce the hours of work of the least senior employee on a rotating basis on the affected day and shift by job classification as necessary to meet the reduced hours of work.

#### **SECTION 13.5 LAYOFF AND RECALL PROCEDURE**

In the event the Employer finds it necessary and desires to reduce its staff by laying off workers, it shall notify the Union as expeditiously as possible of its intention, and shall inform the Union of the names of the workers who have been or who are to be laid off, as well as the effective date of the layoff.

In cases of layoff, probationary employees shall be laid off first without regard to their individual periods of employment. If layoffs continue beyond probationary and temporary employees, additional employees shall be laid off in reverse order of seniority. Whenever a vacancy occurs, workers who are on layoff shall be recalled with the last person laid off in that job classification being recalled first. Recall shall thereafter continue in reverse order of layoff.

Nothing contained herein shall deprive the Employer of the right, at its discretion, to hire a temporary employee for the duration of a worker's contractual leave of absence or for the duration of a worker's absence as a result of sickness, accident, or injury on the job, vacation or any other absence.

In the event a worker covered by this Agreement is offered and accepts a position outside the bargaining unit, such worker shall lose all of his/her seniority rights under this Agreement.

It shall be the responsibility of the worker 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 one (1) week of the date of any change.

## **ARTICLE 14 HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS**

### **SECTION 14.1 PERIODS, PAY PERIODS, AND PAY DAYS**

The normal workweek shall be no more than forty (40) hours per week. The Employer reserves the right to modify the workweek or workday for some or all workers, including the right to send workers home after the start of their shift. If the Employer operates the nursing home on an eight (8) and eighty (80) schedule it may continue that schedule. Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after forty (40) hours per week.

The recitation of a normal workweek or workday shall not imply a guarantee of any number of hours in a workweek or a workday.

Overtime shall be paid in accordance with the Operator's Employee Handbook and federal and state law. The Operator may schedule mandatory overtime to meet the needs of the business. No overtime shall be worked unless approved in advance.

The Employer shall fix the hours of work. A supervisor shall assign workers specific starting and ending times and schedule meal and rest periods.

### **14.2 SCHEDULING**

Employee work schedules shall be posted no later than seven (7) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Employer to meet the needs of the business in extraordinary circumstances and with consent, including the right to send workers home after the start of their shift. However, once the schedule is posted, the Employer will attempt to adhere as closely as possible to the posted schedule. If the Employer is required to change the schedule after it has been posted, the employer shall make every attempt to notify the employee in as far in advance as possible.

If a worker wishes to change a scheduled day with another worker, both must sign a written request, and it must be approved by their supervisor. Any change that may result in overtime must be approved by a supervisor.”

The Employer will provide workers who work a full shift with a half-hour unpaid meal period.

The Employer will provide a fifteen (15) minute rest period during each four (4) hour half shift.

Pay periods and paydays shall be as outlined in the Employer’s Policies.

## **ARTICLE 15 MINIMUM RATES AND WAGES**

Each employee in the bargaining unit shall receive either the wage increase or the wage adjustment (see APPENDIX A) whichever is greater on the first full pay period following the date specified below:

- Upon ratification – 2%

The across the board increase shall be effective on the first full pay period following the dates specified below:

- May 1, 2017 – 1%
- November 1, 2017 – 1.5%

Lead workers shall receive a \$0.25 cents per hour differential above their regular rate of pay for hours worked as a Lead.

The Employer agrees that no bargaining unit employee shall receive a rate less than the lowest “start” rate in Appendix A.

New Hires will start at \$0.20 less than a current employee with comparable years of experience with Fortis.

The Employer agrees that a current employee will not make less than the start rate of any new hire employee in the same job classification with the same level of experience. The Employer agrees to bargain the hiring rates for any new covered positions prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notice of the rates.

### **SECTION 15.2 SHIFT DIFFERENTIAL**

All Nursing Assistant Certified (NACs) shall receive the following shift differentials in addition to their base rate of pay:

Any Weekend shift \$2.00/hour

Weekends are defined as all time between Saturday at 6:00 a.m. to Monday at 6:00 a.m.

To qualify for these shift differentials, a Nursing Assistant Certified (NAC) must work for at least two (2) hours during the shift in which the differential would be applied.

## **ARTICLE 16 PAID TIME OFF/HOLIDAY, SICK, VACATION**

Broad Option Benefit (BOB) hours can be used for time off with pay (vacation, sick or holiday time) or can be cashed out without taking time off.

BOB hours start accumulating with an employee's first paycheck. Regular Full-Time or Part-Time employees will be eligible to start using accumulated BOB hours for time off after the completion of his or her 90 day probationary period. After his or her first anniversary, an employee will then have the option to cash out BOB hours in addition to the using them for time off with pay.

Each pay period, an employee will earn a portion of his or her yearly maximum of BOB hours. For every hour that an employee is paid, BOB hours are earned. This includes Regular, Overtime, and BOB hours. BOB hours will be paid at your current regular rate of pay under the heading "Personal."

Each new anniversary year, BOB hours will be earned based on the years of service, and new yearly maximum of BOB hours will be adjusted accordingly (see chart).

### **Accrual Schedule**

Length of Service	Hours of Pay to earn PTO/BOB hours	Yearly Maximum
1*	26	80
2	16.3	128
3-10	12.4	168
11-15	10	208
16+	8.4	248

Employees can bank up to 120 hours at each anniversary. If an employee accrues over 120 hours, he or she will receive a check for the additional amount.

### **Using BOB hours:**



If an employee chooses to use BOB hours for time off with pay, he or she will first schedule the time off with his or her supervisor, then complete a BOB request form, indicating the hours that should be applied to time off.

If an employee chooses to use BOB hours for extra cash, a request to have some or all of his or her benefit hours added to his or her payroll check (this can be done after the first anniversary on any pay check), can be specified on a BOB request form indicating the hours that are to be cashed out.

Starting with an employee's hire date, one BOB hour will be earned for every 26 hours worked. After completion of the 90 day probationary period, an employee may start using BOB hours for time off benefits, and after the first anniversary, an employee can use BOB hours for time off or they may cashed them in.

Upon termination, no employee shall be entitled to cash value of any accrued, unused BOB hours unless the employee has been with the company for one year or more and has not been terminated for a level III violation.

#### **Utilizing BOB hours for vacation requests:**

Employee vacation requests should be submitted to their supervisor by March 1 of each year, and those at least thirty (30) days in advance of the desired vacation time, and such requests will be responded to within two (2) weeks as to whether or not the request will be granted. The final right to allot vacation periods is reserved by the Employer in order to maintain high quality resident care and efficient operations.

#### **Utilizing BOB hours for other Time off requests:**

Time off requests, other than vacation, should be submitted to their supervisor, as soon as possible, preferably at least thirty (30) days before the intended time off begins. The earlier the request is received, the more likely the request will be approved. When multiple time off requests are submitted for the same time or overlapping time, seniority will prevail. In an emergency situation time off shall be granted when possible and always granted if the employer is able to arrange coverage.

## **ARTICLE 17 INSURED BENEFITS**

### **SECTION 17.1**

The Employer agrees to make available its "Basic 50" Plan to eligible full-time employees. If any employee chooses not to enroll in said plan when coverage is first available, they will be required to wait until the next open enrollment period unless otherwise required by law, consistent with the requirements of said plan. Consistent with the "Basic 50" plan offering to the Employer's non-union employees in comparable classifications in Washington facilities, the specific benefits of the plan occasionally are

changed or modified, including the total monthly premiums of said plan. In the event such changes occur during the life of this Agreement, the employer shall provide the Union with thirty (30) days' notice of said changes; provided, however, the Employer need not seek the Union's prior agreement nor will such changes be subject to the grievance procedure. Part-time employees are not eligible for health insurance coverage.

## **SECTION 17.2**

The Employer shall contribute eighty percent (80%) of the total monthly premium (excluding any surcharge) for the "Basic 50" Plan.

## **SECTION 17.3**

Dental and Vision insurance shall be made available to full-time and part-time employees in the same manner as offered to the Employer's non-union employees in comparable classifications in Washington facilities. The employee is responsible for 100% of the total monthly premium for both dental and vision coverage.

# **ARTICLE 18 RETIREMENT/401(K) PLAN**

## **SECTION 18.1**

The Employer shall offer the Extencicare 401(k) Plan to eligible employees in the same manner as offered to the Employer's non-union employees in comparable classifications in Washington facilities.

# **ARTICLE 19 LEAVES OF ABSENCE**

## **SECTION 19.1 TYPES OF LEAVES OF ABSENCE**

To balance the demands of high quality service and the needs of employees and their families, the Employer shall provide leaves of absence to eligible employees for the following reasons:

**Employee Medical** – for the employee's own serious health condition, if the condition renders the employee unable to perform the employee's essential job functions.

**Family Medical** – to care for the serious health condition of the employee's spouse, child, or parent (not including in-laws).

**Parenting** – to care for a new son or daughter, including by birth or by adoption or foster care placement.

**Military Caregiver Leave** – to care for an employee's spouse, son, daughter, parent or next of kin who is a current member of the National Guard or Reserves and who incurs a serious injury or illness in the line of duty which may render the service member unfit

to perform current military duties, for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list.

**Military Exigency Leave** – to attend to various short-term matters requiring an employee’s attention when an employee’s spouse, son, daughter, or parent has been called to active duty or is on a Federal call to active duty, generally as a member of the reserve components of the U.S. military. Qualifying exigencies include matters such as childcare and a child’s school activities, financial or legal arrangements, attending certain counseling sessions, short periods of rest and recuperation leave from active deployment, attending certain military events such as post-deployment reintegration briefings, and any matters arising out of a short-term deployment (i.e., a deployment for which an employee’s spouse, son, daughter, or parent receives 7 or fewer calendar days of notice of the deployment).

In addition to FMLA leave, the Employer shall provide leave for other compelling personal reasons, or as required by state and federal law. Leaves not covered by the FMLA and not otherwise excused or protected by law will be considered as an occurrence(s) of absence under the Employer’s attendance policy.

This policy applies to worker compensation time off and to other approved leaves, such as those occasioned by disability or military service. If an employee is eligible for FMLA, absences for an FMLA-qualifying reason, such as worker compensation absences or approved disability leaves, will be counted as FMLA leave to the extent permitted by law. If an employee is off of work due to an on-the-job injury and refuses transitional duty offered by the facility, the employee would be considered to be on an unpaid employee leave of absence and all provisions of this policy would apply.

## **SECTION 19.2 DEFINITIONS**

The following definitions apply when interpreting the federal FMLA. Different definitions may also apply according to Washington state law; employees may consult the Employer’s Benefits department for additional details.

**Child:** means a biological, adopted, or foster child, stepchild, legal ward, or an individual under the age of 18 for whom an employee stands in loco parentis, meaning that the employee is responsible for the day-to-day care of the child. A child also means a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. Under the FMLA, “incapable of self-care” means that the individual requires active assistance or supervision to provide daily self-care in three or more “activities of daily living” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation, maintaining a residence, etc.

**Next of kin:** of a covered service member means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order or priority: (1) Blood relatives who have been granted legal custody of the covered

service member by court decree or statutory provisions; (2) brothers and sisters; (3) grandparents; (4) aunts and uncles; and (5) cousins, unless the covered service member has specifically designated in writing another relative as his or her next of kin for purposes of FMLA covered service member leave.

Parent: means a biological, adoptive, step, or foster parent, or an individual who provided day-to-day care to the employee when the employee was a child. Parent does not mean a parent-in-law.

A serious health condition: is one requiring inpatient care involving an overnight stay, or continuing treatment by a healthcare provider, either for a condition lasting more than 3 days and requiring at least 2 visits to a healthcare provider in the first 30 days, or for a condition requiring 1 visit to a health care provider and a regimen of continuing treatment. Other examples of a serious health condition include continuing medical treatment because of pregnancy, a chronic condition, periods of incapacity for a condition that is permanent or long-term, and multiple treatments by or under the supervision of a health care provider for restorative surgery after an accident or other injury or other injury or for a condition that would result in a period of incapacity unless there is medical intervention or treatment (e.g., chemotherapy or dialysis).

“Son” or “daughter”: for purposes of military caregiver leave or military exigency leave, means a “child,” as defined in this policy, of any age.

### **SECTION 19.3 ELIGIBILITY FOR LEAVES OF ABSENCE**

To be eligible for FMLA leave an employee must have worked for the Employer (as of the start date of the requested leave):

- 1) for at least 12 months, AND
- 2) for at least 1250 hours during the 12-month period prior to the beginning of the leave.

Different eligibility rules may apply if you work in a state with a state FMLA leave law or if you have been on military leave.

### **SECTION 19.4 DURATION OF LEAVES OF ABSENCE**

An employee eligible for FMLA leave is entitled to a total of 12 weeks of FMLA leave during a calendar year (January 1 - December 31) for any reason other than military caregiver leave. An employee is also entitled to a total of 26 weeks of military caregiver leave during the 12-month period following the beginning of any such leave. During that 12-month period, an employee may not take more than 26 weeks of leave for any FMLA qualifying reason, and may not take more than 12 weeks of FMLA leave for a reason other than military caregiver leave.

An employee who is not eligible for FMLA leave or whose FMLA leave is exhausted, may be granted additional leave at the discretion of the Employer and consistent with applicable law.

A husband and wife who are both employed by the Employer will be limited to a combined total of 12 weeks of FMLA leave in a calendar year for Parenting Leave or a Family Medical Leave to care for a parent with a serious medical condition. A husband and wife who are both employed by the Employer will be limited to a combined total of 26 weeks of FMLA leave in the 12-month period following the beginning of a military caregiver leave if leave is taken for one of those reasons or as military caregiver leave, although no more than 12 of these 26 weeks can be taken as Parenting Leave or as Family Medical Leave to care for a parent with a serious health condition.

#### **SECTION 19.5 BENEFIT HOURS DURING LEAVE**

A leave of absence is generally considered an unpaid leave. During FMLA leaves, however, employees will generally be paid available, accrued paid time -- such as sick days, BOB hours, or vacation hours -- for otherwise unpaid FMLA leave, to the degree that taking paid leave under such circumstances is consistent with Employer policy. Eligibility for leave is not dependent on the number of sick days or benefit hours available. If receiving compensation due to time off from an EHSI on-the-job injury, an employee will not receive any other compensation.

#### **SECTION 19.6 INTERMITTENT OR REDUCED SCHEDULE**

An FMLA leave for an employee's own or a family member's serious health condition or illness ordinarily requires that the condition or illness involve an absence of more than three calendar days. Under certain circumstances involving employee or family medical leave in which shorter absences are medically necessary, as well as circumstances involving military exigency leave or leave to care for a covered service member with a serious illness or injury, an employee may take intermittent or reduced schedule leave. For this type of leave, an absence from work of more than three calendar days is not required; however, all other provisions of this policy apply.

#### **SECTION 19.7 NOTIFICATION REQUIREMENTS FOR LEAVES OF ABSENCE**

Whenever possible, an employee must request leave at least 30 days before the leave start date by completing a Request for Leave of Absence form. In cases of emergency, the employee must request leave as soon as possible after the employee knows that he/she needs to take leave. Request for Leave of Absence forms can be obtained from the Business Office Manager or the Human Resources Department. At the time an employee obtains a Request for Leave of Absence form, the Employer will provide the employee with this policy. For leave mandated by state or federal law, all requests will be handled in accordance with appropriate law or regulation.

An employee who fails to follow Employer notification procedures for reporting an absence from work will not be eligible for FMLA leave (and will therefore accumulate occurrences) for the days during which the employee failed to follow Employer notification procedures, unless the employee was unable to do so because of an emergency, in which case the employee remains responsible for providing notice as soon as possible.

If a leave is approved by the Employer as FMLA leave, an employee calling in to work for the same approved reason in the future must make clear that his or her absence is because of the specific approved reason. Absent unusual circumstances, the failure to do so will result in a delay or in the denial of the absence as FMLA leave.

## **SECTION 19.8 DOCUMENTATION REQUIREMENT FOR LEAVES OF ABSENCE**

If an employee requests Employee Medical Leave, Family Medical Leave, or Medical Caregiver Leave, the employee must submit medical certification from the attending health care provider (in the case of military caregiver leave, from the Department of Defense-authorized health care provider), on forms available from the Employer, no later than 15 days from the date on which a certification form is received. In the case of a request for intermittent or reduced schedule leave, an initial certification must include the reasons why intermittent or reduced schedule leave is necessary, and the schedule for treatment, if applicable. If a returned certification form is incomplete or otherwise unclear, the Employer may require additional information from the employee, which the employee will have 7 days to provide. If the Employer does not receive additional requested information, either through its own efforts to procure that information or in response to a request that an employee provide that information, the employee's leave request may be denied, in which case the employee's absences will count as an occurrence(s) under Employer policy.

Employees requesting Military Exigency Leave will also be required to provide certification within 15 days that confirms the military status of the family member in relation to whom leave is requested and the reason why exigency leave is required.

If an employee fails to provide certification by the requested deadline, or if the Employer concludes that the certification submitted by the employee does not provide a basis for an FMLA-qualifying leave, the employee's absence will be considered as an occurrence(s) of absence under the Employer's attendance policy.

During leave, an employee will be required to report periodically to his/her supervisor, but not more frequently than every 30 days, on his/her status and intent to return to work.

Upon the conclusion of an Employee Medical Leave lasting more than 5 calendar days, the employee must present certification from his/her healthcare provider that the employee is able to return to his/her regular job. Unless and until an employee provides this certification, the employee will not be permitted to return to work.

Any failure to comply with the FMLA requirements of this policy will result in the absence being considered as an occurrence(s) of absence, unless the absence is otherwise protected by applicable law.

## **SECTION 19.9 CONTINUATION OF HEALTH AND/OR DENTAL COVERAGE DURING LEAVES OF ABSENCE**

The Employer will maintain an employee's health and/or dental coverage during FMLA leave as if the employee had been continuously employed. An employee may elect not

to continue coverage. An employee who continues health and/or dental coverage must pay his/her share of the premiums during leave to maintain coverage. This premium payment is due to the Employer on the employee's regularly scheduled payday. Failure to pay the required premium contribution within 30 days of the premium due date may result in notification that the Employer is canceling health insurance coverage.

If the employee is on a non-FMLA leave, or a military leave lasting longer than 30 days, the employee can also continue coverage; however, the employee must then pay the entire premium amount, including the contribution that would be made by the Company during active employment.

The continuation of health and/or dental coverage under the conditions described above can last for a period of up to three months. At that time the employee will be eligible to continue coverage under COBRA.

Employees on an approved military leave will be eligible to continue receiving coverage for up to 24 months, although employees on a military leave lasting longer than 30 days will be required to pay the entire premium amount, including the contribution that would be made by the Employer during active employment.

#### **SECTION 19.10 RIGHT TO JOB RESTORATION AFTER LEAVES OF ABSENCE**

Upon return from FMLA leave, the employee will generally be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Employer will determine whether an employee will be restored to the same position or to an equivalent position. The Employer may choose to exempt certain key employees from this requirement and not return them to the same or a similar position.

If a layoff or other event occurs during FMLA leave that would have changed or even eliminated the employee's job had the employee not taken leave, the employee would have no greater rights than if the employee had been continuously employed.

Employees on leaves other than FMLA leave or approved military leave are not guaranteed to be restored to their former or to an equivalent position unless otherwise specified by law. However, every reasonable effort will be made to return an employee to his/her position or to a position of similar status and pay for which the employee is qualified.

Generally, an employee who fails to return to work after the expiration of an approved FMLA leave will be considered to have voluntarily terminated employment, unless the employee is on an extended leave of absence that has been approved in writing or is off work because of an approved short-term disability or work related injury.

#### **SECTION 19.11 MILITARY LEAVE OF ABSENCE**

The Employer will grant military leave in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and all military leave acts applicable to state law. If employees wish to take military

leave, they may contact Human Resources, which will provide you with details regarding the Employer's policy and answer any questions you might have.

### **SECTION 19.12 UNION LEAVE (UNPAID)**

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Notice will include date on which union 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. Seniority will not accrue during the leave of absence. The Employer will take the needs of the business into account, but will not unreasonably withhold approval of such leave or extension.

To the extent allowed by the business, the Employer shall return the worker to the same job and position that he/she held at any time they went on Union leave with no loss of seniority and with any intervening increases in wages or benefits applied as if they had been working.

With thirty (30) days' notice to the Employer, 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, not to exceed a total of five (5) working days. 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 five (5), and no more than two (2) from the Nursing Department and no more than one (1) from any other department, for a total of five (5) employees. Employees on unpaid union leave may utilize any earned PTO while on leave.

### **SECTION 19.13 UNION LEAVE (PAID)**

The Employer will designate two days per calendar year to grant leave to two employees, jointly selected by the Labor Management Committee, to participate in Lobby Days. The Employer agrees to pay each employee a fifty dollar (\$50.00) stipend when such employee(s) incurs lost wages for time spent in conjunction with such approved lobby days.

Other employees may attend Lobby Days on their scheduled time off with no stipend.

## **ARTICLE 20 BEREAVEMENT LEAVE**

Bereavement leave is granted in the event of a death in the employee's immediate family. "Immediate family" is defined as an employee's parent, step-parent, parent-in-law, brother or step-brother, sister or step-sister, spouse, partner, grandparent, grandchild, child, son/daughter-in-law, stepchild or any child living in the employee's household. Bereavement leave must be arranged with and approved by the employee's supervisor and administrator.



Bereavement leave may be granted up to a maximum of three (3) scheduled working days. Bereavement leave will be granted only for those days the employee is regularly scheduled to work.

Bereavement leave will be granted for one (1) day (day of funeral) for brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

All approved bereavement leave on scheduled working days will be paid. Occasionally, additional time off may be needed for bereavement leave. In these circumstances, unpaid time off may be allowed, subject to facility needs and approval of the supervisor.

## **ARTICLE 21 JURY DUTY PAY**

When an employee is summoned for jury duty, the employee must contact his or her supervisor immediately, but in no event less than 14 days prior to date on which the employee is required to report.

Full-time and part-time employees are eligible for up to 15 days of jury duty pay for scheduled time missed. Compensation will be limited to the difference between the employee's regular straight-time pay and any jury duty pay the employee has received. When an employee is released from jury duty and all or part of the employee's scheduled work shift remains, the employee must contact his/her supervisor to determine whether it is necessary to report to work. In no case will an employee be required to serve on jury duty and work a combined total of more than 40 hours per week.

The above guidelines also apply to an employee required to attend a court hearing or other legal proceeding involving the Employer.

## **ARTICLE 22 NO-STRIKE CLAUSE**

### **SECTION 22.1**

At no time shall there be a strike at the facility organized under this Agreement. During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, stoppage of work, retarding of work or boycott, coordinating of sick-out, or any other activities which interfere, directly or indirectly, with the Employer's operations at this facility. The Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

### **SECTION 22.2**

The Employer shall have the unqualified right to discharge or discipline any or all workers who engage in any conduct in violation of this Article.

### **SECTION 22.3**

Should any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott, whether it be of a primary or secondary nature, and/or any other activity which interferes, directly or indirectly, with the Employer's operation and/or the operation of any facilities for which the Employer provides services, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- 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.

### **SECTION 22.4**

The Union's actions detailed above in A, B and C, and the performance thereof, shall relieve the Union of liability for any damages suffered by the Employer as a result of the violation of this Article of the collective bargaining agreement.

### **SECTION 22.5**

The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other union and any slowdown, sit down, walk out, sick out or any withholding of labor during working hours for any unexcused reason.

## **ARTICLE 23 GRIEVANCE PROCEDURE**

Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.

All grievances must be presented in writing at every step. Such writing shall specify in detail the acts upon which the grievance is based and the particular provisions of this Agreement allegedly violated by said acts. Failure to properly present a grievance in writing at this stage of the grievance procedure shall constitute a waiver of such grievance and bar all further action thereon. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. Workers have a right to Union representation for any grievance in dispute arising out the application of the Agreement. It is mutually understood and agreed that nothing herein will prevent a worker from discussing any problem with his/her supervisor or other representative of Management at any time, with

or without his/her Union representative, prior to initiating a formal grievance. Failure to present a grievance within fourteen (14) calendar days of the date the Union or employee became aware of the issue shall nullify the grievance.

Step I: The complaint must be presented to the Executive Director within fourteen (14) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. The Executive Director Department Head will respond within fourteen (14) calendar days of the Step I meeting to affected worker(s), advocate or the Union Field Representative, unless the Operator, making a reasonable effort to research the issue, notifies the complainant in writing of reasonable cause existing for further delay. The Step I response will settle the matter, unless appealed to Step II.

Step II: If the matter is not resolved at Step I, it shall be presented to the Executive Director of Business Administration within fourteen (14) calendar days of the Step I response or from the time the Executive Director should have responded in Step I. The Union Field Representative or the advocate and the Facility Administrator shall arrange a mutually agreeable date to meet in person or by conference call for the purpose of attempting to settle the matter. The Executive Director of Business Administration shall respond to the written grievance in writing within fourteen (14) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.

Step III: If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Director of Labor and Employment or designee within fourteen (14) calendar days of the Step II response from the Executive Director of Business Administration. The union Field representative and the Director of Labor and Employment or designee shall arrange a mutually agreeable date to meet in person or by conference call for the purpose of attempting to settle the matter. The Director of Labor Relations or designee will respond in writing within fourteen (14) calendar days of receipt of the grievance or a meeting which ever comes later.

**Mediation (optional).** Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step 3. A mediator shall be selected by mutual agreement of the Employer and the Union within fourteen (14) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance on a mutually agreeable date in person or by conference call. The mediator shall issue a recommended solution within fourteen (14) calendar days of the presentation of the grievance. Should the mediated resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration. That Parties agree that the Mediator's recommended solution or comments and the parties' own proposals, comments and suggestions during mediation may not be referred to or used as evidence in any subsequent Arbitration process.

## **ARTICLE 24 ARBITRATION PROCEDURE**

If a grievance is not settled under the Employer's grievance policy, the Union may refer it to arbitration within thirty (30) calendar days of the Employer's decision. The Union's request for arbitration must be made in writing by the thirtieth (30) day, after the Employer's answer to the last step in the grievance procedure has been served on the Union, or the grievance will be deemed to have been resolved on the basis of the Employer's last answer and will not be arbitrable. It is understood and agreed that decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

By mutual consent, the Union and the Employer may select a permanent Arbitrator or panel of Arbitrators who shall arbitrate grievances. In the event the parties have not selected an arbitrator or a panel, the parties shall request a panel of seven regional arbitrators from FMCS and shall alternately strike from said panel to determine the arbitrator. The first strike shall be determined by a coin toss. The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to Employer.

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

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

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

## **ARTICLE 25 SEPARABILITY**

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

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

## **ARTICLE 26 NOTICE OF SALE**

In the event the nursing home covered by this Agreement is to be sold, assigned, leased or transferred, the Operator will notify the Union as soon as possible within the confines of any non-disclosure agreement, but no later than the time required for legal notice to notify the resident of the name and address of the new owners, assignee, lessee or transferee, and meet with the Union to negotiate over the effects of the transaction on bargaining unit workers.

## **ARTICLE 27 COOPERATION, RESPECT AND DIGNITY**

The Union recognizes that the Employer has the responsibility and obligation of providing proper nursing, medical and rehabilitative care for residents, and of carrying on vital and continuous programs in the field of research and education for the benefit of both such residents and the community at large.

It is the intent and purpose of the parties hereto that this Agreement will respect the responsibilities and obligations of the Employer and the Union, as well as the interests of its employees, and hours of work and conditions of employment for covered employees.

The Union and the Employer agree that as an integral part of providing high quality resident care, they will treat one another ethically and fairly and with dignity and respect regardless of position or profession. Both parties agree to exhibit personal, caring attitudes toward each other, including resident/family member and do so in ways that ensure courtesy, compassion, kindness and honesty.

The Union, as the collective bargaining representative for the employees covered by this Agreement, agrees that it will cooperate with the Employer in the attainment of these goals.

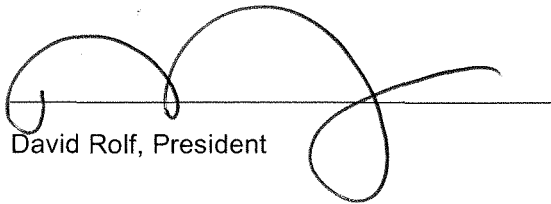
## **ARTICLE 28 TERM OF AGREEMENT AND REOPENER**

This Agreement shall become effective upon ratification and shall continue in full force and effect unless amended by mutual written agreement of the parties through the end of the term June 30, 2018 and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety days (90) prior to the expiration date, or subsequent expiration anniversary, of its desire to amend any provision thereof.

## Appendix A HIRING RATES

Position	Start Rate
CNA/NAC/STNA	\$15.00
Non-Certified Aide (NAT/NAR)	\$14.00
Hospitality Aide	\$11.00
Dietary Aide/Other Aides	\$11.50
Cook	\$12.50
Activities	\$12.50
Maintenance	\$12.50
Staffing Coordinator	\$11.50
Medical Records	\$11.50
Transportation	\$11.50


**For SEIU 775**



David Rolf, President

3/28/2017  
Date

**For Fortis Aldercrest**



Michael J. Kloss  
Director of Labor and Employment

4/12/17  
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**