

# **Collective Bargaining Agreement**

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between

**SEIU 775**

And

**EmpRes Frontier**

**Effective June 14, 2018-June 15, 2021**

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## **ARTICLE 1: RECOGNITION**

EmpRes Healthcare Management (“the Employer”) recognizes the Service Employees International Union 775 (“the Union”) as the sole and exclusive bargaining agent for regularly scheduled full-time, regular part-time and per diem/on-call Registered Nurses (RNs) and Licensed Practice Nurses (LPNs) employed at Frontier Rehabilitation and Extended Care Center, in Longview, Washington; excluding all other employees, office clerical employees, confidential employees and guards and supervisors as defined by the Act.

## **ARTICLE 2: MANAGEMENT RIGHTS EMPLOYERS PROPOSAL TO ADDRESS NLRB PUBLISHED DECISION OF GRAYMONT PA (JUNE 29, 2016)**

Except to the extent abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had prior to the signing of this Agreement, and these responsibilities and authority shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement.

The parties intend the following Management Rights language to satisfy all legal criteria established by the NLRB in Graymont PA, Inc. 364 NLRB No. 37 (June 29, 2016) in order to allow Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party's satisfaction, the subjects in this Section during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects. The Employer shall have the right to propose to modify the terms of 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. The Employer agrees to notify the Union at least thirty (30) days prior to the effective date of the change.

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; 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, train Bargaining Unit Employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work 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 Employers' failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

The terms and conditions of employment set forth in the prevailing Employer's Employee Handbook shall govern the employment of employees covered by this Agreement when such Handbook's policies do not directly conflict with any express provision of this Agreement. It is understood that the Agreements' provisions shall govern in the event of any conflict. Following ratification of this Agreement, the Employer will provide the Union with a copy of any subsequent change to the Employee Handbook and the Union shall have the right to grieve any such change that directly conflicts with an express provision of this Agreement.

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.

## **ARTICLE 3: UNION RIGHTS**

### **SECTION 3.1: ACCESS TO PREMISES**

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 non-resident areas, so long as it will not interfere with employee performance or disrupt residents or guests.

### **SECTION 3.2: ADVOCATES AND EXECUTIVE BOARD MEMBERS**

#### **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 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 notice and scheduling requirements, employees shall be granted 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 or Union Staff 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.

### **3.2.2 UNION EXECUTIVE BOARD MEMBERS**

Subject to appropriate notice and scheduling requirements, up to one (1) employee 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 Union Leadership Meetings, including but not limited to the Union's 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.

Printed copies of files must be made available within forty-eight (48) 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.

### **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.

### **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**

Labor Management Committees (LMC) will be formed at the facility and will be comprised of up to three (3) representatives chosen by the Union of which all but one 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. LMCs 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 compensated at their regular rate of pay for time spent at Labor Management Committees.

### **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 or meeting summaries 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**

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 5.2.

The Employer shall include a Union Membership Card in each employee's employment paperwork. The card will be reserved for the Union Representative/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, forward a copy to the Vancouver Office Payroll Department and send the original to the Union.

### **SECTION 5.1: 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 shall deduct uniform dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form, as provided by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be transmitted to the Union by check payable to its order, within thirty (30) calendar days from the end of the month in which deductions are taken. Upon issuance and transmission of the check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of the Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that shall arise against the Employer for or on such account of any deduction made from the wages of such employee.

### **5.3.2 COPE DEDUCTIONS/POLITICAL ACCOUNTABILITY FUND**

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, monthly. Such deduction shall remain in effect unless increased, decreased or cancelled by written authorization from the employee; a copy of such written authorization shall be provided to the Union.

### **5.3.3 OTHER VOLUNTARY 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 Membership Plus contributions. Monies so deducted shall be transmitted by a check separate from the check remitted for payment of dues, monthly. Such deduction shall remain in effect unless increased, decreased or cancelled by written authorization from the employee; a copy of such written authorization shall be provided to the Union.

## **SECTION 5.4: BARGAINING UNIT INFORMATION**

### **5.4.1 ROSTER**

By the fifteenth (15th) of each month, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include first name, last name, home address, telephone number(s) (home and mobile, if applicable), email address (if available), Social Security number, date of birth, gender, employee number (if applicable), work location, date of hire, rate(s) of pay, job classification, FTE status, hours worked per pay period, gross earnings per pay period and the amount of dues and COPE contributions deducted from each employee's pay. The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. As the Employer progresses in obtaining shift and email information, this information will be shared with the Union as part of the above referenced list.

### **5.5.2 UPDATED MEMBER INFORMATION**

By the fifteenth (15th) of each month, the Employer shall also send a list of those persons covered by this Agreement who were hired during the prior pay period or terminated since the last roster report. Should reported information not be readily available, the Employer agrees to coordinate with the Union to periodically update or reconcile bargaining unit employee information. This information shall include first name, last name, home address, telephone number(s) (home and mobile, if available), Social Security number, gender, wage rate(s), job classification, FTE status, date of hire and date of termination. The Employer shall also furnish the Union by the fifteenth (15th) of each month with a list of employees identifying bargaining unit employees since the last report and status if available (i.e. 17 on leave of absence, terminated out of the bargaining unit, new hires), inclusive of the employee's names, Social Security number and status. (MOU) Within ninety (90) days of the ratification of the Agreement the Employer agrees to meet with a Union Representative to determine if there exists a way to create a way to create a report which will provide the Union with the following data for each

Center: earning amounts by hourly wages, shift differentials and any other differentials which may apply.

## **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 or the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national or tribal origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act, as amended), sexual orientation, gender, gender identity, gender expression, age, marital status, veteran's status (as defined by USERRA) or any protected class protected by law.

### **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.

## **ARTICLE 7: DEFINITIONS**

### **SECTION 7.1: PROBATIONARY EMPLOYEE**

An employee shall be considered probationary during the first ninety (90) calendar days of employment. With notification to the Union and mutual agreement of the employee, 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 twenty-eight (28) or more hours per week. "Regularly" shall be defined as the average number of hours within the previous six (6) months (for employees with less than six (6) months, from the most recent hire date), for the purpose of this section, excluding unpaid leave. Full-time employees are eligible to participate in the Center's medical and dental plans as well as the Center'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 twenty-eight (28) hours per week. "Regularly" shall be defined as the

average number of hours within the previous six (6) months (for employees with less than six (6) months, from the most recent hire date), for the purpose of this section, excluding unpaid leave. Part-time employees to participate in the Center's vacation, holiday, personal day, jury duty, bereavement and sick leave programs on a pro-rated basis.

#### **SECTION 7.4: INTERMITTENT EMPLOYEE/ON-CALL/PRN**

An intermittent employee is an employee who is regularly paid for an average of less than twenty (20) hours per week. "Regularly" shall be defined as the average number of hours within the previous six (6) months (for employees with less than six (6) months, from the most recent hire date), for the purpose of this section. Except as otherwise specified within this agreement, intermittent employees are not eligible for any benefits. The hours worked by an intermittent employee may be either scheduled or unscheduled. An intermittent employee shall be required to work at least one shift per month. If no shifts are available to intermittent employees during the month, there will be no penalization to the employee.

Nothing contained within this article shall authorize the employer to schedule its employees "on-call" whereas they are required to be available for work on their scheduled days off. This includes but is not limited to being on-call to fill staffing for the Center.

### **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 date of hire of 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: 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) Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement
- f) 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 the period following 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.

#### **9.1.1 LAYOFF / REDUCTION IN HOURS**

In the event of layoff, employees shall be laid off in reverse order of seniority (the least senior employee will be laid off first, then the next least senior employee). 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 a less senior employee in any bargaining unit job classification within the same department, 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 two (2) less senior employees in the same classification, provided there is no conflict in schedule.

### **SECTION 9.3: RECALL**

In case of recall, the Employee who was laid off last is to be recalled first, provided such Employee is qualified to perform the job or jobs in his classification to be filled through recall. Recalls for periods of less than four (4) days for emergencies are excluded from the application of seniority.

### **9.3.1. RECALL NOTICE**

The Employer shall notify the Employee of their recall in writing by certified mail, return receipt requested, at the last address furnished by the Employee and 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: 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 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 vacation or sick leave benefits which are otherwise available for scheduling.

## **9.6 REGULATORY REQUIREMENTS**

For the purpose of this article, due to regulatory requirements for RN staffing, RNs and LPNs shall be considered different job classifications.

## **ARTICLE 10: HOURS OF WORK, OVERTIME, SCHEDULING, PAY PERIODS, AND PAY DAYS**

### **SECTION 10.1: WORK DAY AND WORK WEEK**

The normal work day shall consist of up to 8 hours of work 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 a 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.

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. 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.

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

### **SECTION 10.4: 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.

### **SECTION 10.5: 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 10.6: AVAILABILITY OF EXTRA SHIFTS**

The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned to the competing Bargaining Unit Employee in rotating Seniority order. If no Bargaining Unit Employee signs up for the shifts at least two (2) days prior to the shift, such shifts shall first be offered to qualified Bargaining Unit Employees in rotating seniority order, with the following consideration: the Employer will make all reasonable efforts before calling off-duty Employees at home. The Employer will maintain a log (available upon request) documenting its efforts to contact off-duty Bargaining Unit Employees, then the Employer may assign those shifts through the method below: Part-time and on-call Employees desiring additional hours up to full time shall notify the Department Head in writing. Subject to the Employee's ability to do the work and availability, part-time Employees will be offered additional straight time hours on a temporary basis, in seniority order before on-call Employees are utilized.

#### **SECTION 10.7: ALTERNATE SCHEDULES**

Alternate schedules of work consistent with State and Federal laws may be established by mutual written agreement between the Employer and the Union. This section applies only to work schedules of an individual employee. This section does not apply to a situation where the schedule of an entire department is being changed.

#### **SECTION 10.8: NEW WORK SHIFT**

Thirty (30) days before the Employer considers to implement a new work shift, the Employer shall notify the affected employee(s) and the Union. It is understood that this section only applies to the creation of new shifts / change of shifts and not to employee shift assignments.

#### **SECTION 10.9 PAY PERIODS AND PAY DAYS**

Employees will receive paychecks on the tenth (10th) of the month for all hours worked from the sixteenth (16th) through the last day of the previous month and on the twenty-fifth (25th) of the month for all hours worked from the first (1st) of the month through the fifteenth (15th) day of that month. When a payday falls on a Saturday or a Sunday, the paychecks will be distributed on the preceding Friday. When either the 10th or the 25th falls on a Monday Holiday, paychecks will be distributed the preceding Friday.

#### **SECTION 10.10: PAYCHECK ERRORS**

Should an employee discover an error in his/her paycheck within two (2) business days from when the check was issued, the Employer shall correct the error as soon as possible but no later than three (3) business days after the error was presented. If the employee discovers an error after 3 business days from the date of when the check was issued, the Employer shall correct the error by the next payroll period.

#### **SECTION 10.11 LUNCH BREAK**

Employees who work five (5) hours or more will receive a thirty (30) minute unpaid lunch break and will be relieved from all their duties during this time.

## **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 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.

### **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 the Employer for the bargaining unit members. 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. 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 in administration of the Agreement which involves direct patient information shall be provided only after de-identification 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 investigations or meetings. When the Employer requests a written statement in lieu of a meeting, the Employer shall notify the employee of their right to consult their Union Representative prior to the submission of the statement.

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 advocate 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 and the Union Field Representative or Advocate will be provided with a Copy of any written notice of disciplinary action within forty-eight (48) hours.

### **Employee Signatures**

No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. No employee shall be required to sign material to be placed in his/her official personnel file.

If an employee is not available within seven (7) working days or refuses to sign the material, the Employer may 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.

### **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.

### **File Materials**

Material reflecting verbal or written warnings shall be retained for a maximum of two (2) years. Disciplinary action which has been overturned and ordered removed from the official personnel file shall be removed.

## **ARTICLE 13: GRIEVANCE PROCEDURE**

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 13.1: 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 grievance procedure outlined in this article.

### **SECTION 13.2: 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 13.3: GRIEVANCE PROCEDURE**

A grievance shall be submitted to the following grievance procedure:

#### **Step I: Executive Director, Administrator or his/her Designee**

The employee shall present the grievance in writing to the Executive Director, Administrator or his/her Designee within fourteen (14) calendar days of the alleged breach of the express terms of this Agreement or within fourteen (14) calendar days of the date the employee knew or should have reasonably known of the breach. The Executive Director, Administrator or his/her Designee shall meet with the employee to attempt to resolve the matter within fourteen (14) calendar days or as soon as mutually agreeable, from the receipt of the grievance. The Executive Director, Administrator or his/her Designee shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

#### **Step II: EmpRes Healthcare Human Resources Director**

If the grievance is not resolved to the satisfaction of the employee as a result of Step I, then the grievance must be submitted in writing to the EmpRes Healthcare Human Resources Director or his/her designated representative within fourteen (14) calendar days of the receipt of the Executive Director or Administrator's response. The Human Resources Director or his/her Designee shall meet with the employee to attempt to resolve the matter within fourteen (14) calendar days or as soon as mutually agreeable, from the receipt of the grievance. The Human Resources Director or his/her Designee shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

#### **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. 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.

## **ARTICLE 14: HOLIDAYS**

### **SECTION 14.1: 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.

### **SECTION 14.2: RECOGNIZED HOLIDAYS**

The Center recognizes the six (6) holidays listed below:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day \*
- Christmas Day \*

These holidays are recognized as occurring during the period between 12:01 am to 12:00 midnight on the calendar date of the holiday. Employees scheduled to work the holidays listed shall be paid one and a half times their regular rate of pay except those holidays with an asterisk to which employees will be paid twice their regular hourly rate. If any part of that work shift carries over into the next calendar day, the holiday premium shall stop at midnight.

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 15: VACATION AND PAID TIME OFF**

### **SECTION 15.1 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 the department. Employees may take vacation in increments of not less than one (1) day at a time.

### **SECTION 15.2 VACATION ACCRUAL RATES AND CAPS**

Full-time and part-time employees shall accrue and earn vacation based on continuous years of service based on the following schedule:

Length of Continuous Service	Accrual Rate	Max Accrual
0-1 year	.0385 per hour worked	88 Hours
2- 9 years	.0577 per hour worked	128 Hours



10+ years	.0770 per hour worked	168 Hours
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Employees will accrue vacation time during their first six months of employment, but such vacation time shall not vest nor be available until completion of the first six months.

**SECTION 15.3 VACATION PAYOUT**

Employees, after twelve months of continuous employment whose employment is severed for any reason shall be paid all their vacation time earned through their last day of employment.

Full-time or part-time employees, employed at least one year who change their status to on-call employees shall have their accrued vacation cashed out at the time of the change to status.

**SECTION 15.4 MAXIMUM VACATION CARRY-OVER**

Employees may carryover from one calendar year to the next a maximum of 1.5 times their annual vacation accrual amount. Once unused and accrued vacation reaches the maximum cap, you will not become eligible to accrue any additional vacation time until prior vacation time has been used.

**SECTION 15.5 VACATION SCHEDULE POSTING**

All requests for vacation time shall be made at least one (1) week prior to the posting of the next month’s schedule, unless otherwise mutually agreed to by the employee and the Employer. The Employer, shall respond in writing to the requesting employee with a grant of or denial of, such vacation within a reasonable time period but no later than seven (7) calendar days after the employee’s submission of a request. When employees request the same or an overlapping vacation period, seniority shall prevail. Once a vacation has been approved, it will not be rescinded by the Employer. 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 make a reasonable effort to approve the employee’s second choice of vacation requests. The Employer shall include approved vacations into each month’s work posted schedule. Requests for time off three months in advance will not be denied unless extraordinary circumstances prevent approval.

**SECTION 15.6: CASH OUT OF VACATION**

Employees who have completed one year of service may elect to receive up to 40 Vacation hours each year in cash in lieu of time off following their one-year anniversary. Employees with six plus years of continuous service may elect to receive up to 80 Vacation hours each year in cash in lieu of time off. Such election is limited to once per calendar year and must be submitted in writing at least 30 days prior to receiving payment. Vacation hours shall be paid at the employee’s regular rate of pay.

The ability to use Vacation or Sick Leave hours to supplement lost hours (due to low census,

e.g.) shall not be limited.

### **SECTION 15.7: VACATION LEAVE DONATION PROGRAM**

Employees may donate earned vacation hours to another employee who has suffered a hardship if the receiving employee has been employed a minimum of one (1) year and has used all of his or her earned vacation and sick time. Donated vacation hours are paid at the receiving employee's rate of pay. Donated vacation hours are not cashed out.

### **SECTION 15.8: SICK LEAVE**

Employees shall accrue sick leave at the rate of one (1) hour of paid sick leave for every forty (40) hours worked. The maximum amount of sick leave any employee may accrue within a single anniversary is unlimited. Unused sick leave may accumulate to a maximum of one hundred and seventy-six hours (176). 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) hours.

### **SECTION 15.9: ELIGIBILITY FOR PAYMENT OF SICK LEAVE**

Employees must have completed their Probationary Period before paid sick leave may be taken. Sick leave is payable on their first day of absence. Employees who take more than 3 sick days consecutively may be asked to prove medical documentation indicating the need of sick leave was necessary.

Sick leave is not a vested benefit, and not paid out upon termination of employment.

## **ARTICLE 16: RETIREMENT SAVINGS PROGRAM**

The Employer will make available a 401(k) program for employees to invest in for retirement purposes.

The employer shall maintain its Employee Stock Ownership Program (ESOP) for bargaining unit employees on the same basis as it does for non-bargaining unit employees.

## **ARTICLE 17: INSURED BENEFITS**

### **SECTION 17.1: GENERAL BENEFIT ELIGIBILITY**

Full-time employees only are eligible to participate in the medical and dental programs. Coverage is effective the first day of the month following 60 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

results in less total compensation for employees in the bargaining unit, the Employer shall negotiate with the Union prior to its implementation.

### **SECTION 17.2: COVERAGE**

Effective after 60 days of employment, the Employer shall pay for seventy-five (75%) of the premium of the employee-only coverage and the employee, through payroll deduction, shall pay twenty-five (25%) 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 17.3: 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-Hartley 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 18: WAGES**

### **SECTION 18.1: 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 18.2: 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 18.3: 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 18.4: 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 18.5 WAGE SCALE**

Position	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
LPN	25.00	25.50	26.01	26.53	27.19	27.87	28.57	29.28	30.01
RN	28.00	28.56	29.13	29.71	30.45	31.21	31.99	32.79	33.61

**SECTION 18.6: WAGES EFFECTIVE UPON RATIFICATION**

Effective June 1, 2018, current employees shall be placed on the wage scale, based on their years of experience with the Employer within their current classification. In the event a current employee's rates are between the two steps on the scale the employee will have their rate increased to the next highest step.

Employees who have been employed less than six (6) months, who are over the scale will receive fifty dollars (\$50.00).

Employees who have been employed less than six (6) months, who are at or below the wage scale above, will have their rate properly adjusted onto the scale.

Employees who have been employed more than six (6) months, who are at or over the scale will receive a two-percent (2%) increase.

Employees who have been employed more than six (6) months, who are placed on the scale and whose increase upon placement is less than two-percent of their current (before ratification) wage, will receive a one-time ratification bonus of five hundred dollars (\$500.00).

During the life of this Agreement, if Employer is not prohibited from bargaining over increases to rates set-forth herein.

**SECTION 18.7: RECOGNITION FOR RELEVANT EXPERIENCE**

Newly hired Employees shall receive up to three (3) years of experience based on their previous relevant experience. No newly hired employee will receive an hourly rate that is above current employees with the same experience. In the instance where new hires would be paid a higher wage than incumbent employee(s) in the same position with the same experience, the incumbent employee(s) shall be adjusted upward. Any such adjustment may be made only after notice to the Union.

Such advance placement on the hiring scale will not be considered for the purposes of other benefits.

#### **SECTION 18.8: ANNIVERSARY INCREASES**

Employees shall receive the anniversary increase to the next yearly available step on the wage scale in Section 18.5 on the first day of the pay period following their anniversary date. Employees over scale shall receive a two point five (2.5%) increase the first day of the pay period following their anniversary date.

#### **SECTION 18.9: DIFFERENTIALS**

##### **Weekend Premium Pay**

Any employee who works on a weekend (defined as the night shift on Friday through the evening shift on Sunday) shall receive one dollar and twenty-five cents (\$1.25) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay.

##### **Shift Premium Pay**

Employees who work the second (evening) shift shall be paid a premium of seventy-five cents (\$0.75) per hour.

Employees who work third (night) shift shall be paid a premium of one dollar (\$1.00) per hour.

#### **SECTION 18.10: STACKING**

In the event an employee is working on a shift which has two differentials, there is no stacking; the employee shall only be eligible for the higher of the two differentials.

#### **ARTICLE 18.11: ATTENDANCE BONUS**

Effective August 1, 2018, employees who work all their scheduled shifts for an entire calendar month will receive an attendance bonus of \$175.00. The bonus will be paid within two months following the one in which the employee did not call off.

To receive this bonus, the employee must complete and submit an Attendance Bonus Request form to the Administrator before the 25<sup>th</sup> day of the month following the perfect attendance

month.

If an employee finds his or her own coverage with a co-worker, fills out and turns in a Change of Schedule Form, and the change is approved and noted on the schedule by management or scheduling, he or she will be eligible for the attendance bonus.

Consistently, an employee that agrees or volunteers to pick up a shift but then calls off for that shift is not eligible for the attendance bonus.

Approved vacation does not count as calling off.

Low census scheduled by the Employer does not count as calling off.

To receive the attendance bonus, an employee must have completed his or her probationary period of ninety (90) calendar days of employment at the facility.

#### **SECTION 18.12: PRECEPTOR PAY**

An employee assigned as preceptor to train new hires will receive a premium of \$25 per day for all hours in the preceptor capacity. This premium shall be earned in addition to any other premiums or differentials.

Employees assigned as preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments.

This preceptor premium does not apply in the event of training students. The employee has the right to decline to train students.

#### **SECTION 18.13 LONGEVITY/RETENTION BONUS**

After three years of employment, employees shall receive a retention bonus of three hundred dollars (\$300) on the payday following their anniversary date.

After 5 years of employment, employees shall receive a retention bonus of five hundred dollars (\$500) on the payday following their anniversary date.

After 10 years of employment, employees shall receive a retention bonus of seven hundred and fifty dollars (\$750) on the payday following their anniversary date.

After 20 years of employment, employees shall receive a retention bonus of one thousand dollars (\$1,000) on the payday following their anniversary date.

For any current employee who has already met the year milestone above, the bonus of the most recent tenure will be paid the payday following ratification of the contract. For example, a 10-year employee would receive the 10-year bonus of \$750.00.

#### **SECTION 18.14: NO WAGE REDUCTION**

No employee shall suffer a reduction in base rate of pay whose current base rate of pay exceeds those in Appendix A.

#### **ARTICLE 19: LEAVES OF ABSENCE**

The following general conditions apply to all leaves of absence. The leaves must comply with applicable state and federal law.

The Employer shall make reasonable efforts to notify employees of all leave and assist employees to determine eligibility (if applicable). 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 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 19.1: 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 19.2: 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 19.3: FAMILY MEDICAL LEAVE ACT COMPLIANCE**

The Employer will comply with all provisions of state and federal law with respect to family and medical leave. 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.

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 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 FML, 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.

#### **SECTION 19.4: 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.

#### **SECTION 19.5: 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 19.6: 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 19.7: 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 19.8: UNION LEAVE**

##### **19.9.1 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 an 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 re-employment at the rate of pay they would have earned with no break in service.

#### **19.9.2 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.

#### **19.9.3 SHORT UNION LEAVE (PAID)**

The Employer shall grant up to three (3) 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 19.10: 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 19.11: 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 19.12: 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 experienced, 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 19.13: 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. The employee will continue to be responsible to pay his/her normal portion of the premiums during leave. 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.

## **ARTICLE 20: INJURIES ON THE JOB AND WORKERS COMPENSATION INSURANCE**

The Employer will educate its employees during the hire process and at the time of job injuries (when appropriate) of its workers' compensation program to provide employees who are injured on the job with the Employer's policies and procedures.

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 (for Washington Centers) 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 21: SUBCONTRACTORS**

In subcontracting any work covered by this Agreement, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours, and working conditions. This article does not apply to any agency or registry personnel. In the event the Employer subcontracts work to persons, firms or companies, the subcontractor shall hire any and all displaced employees. 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 serviced facilities policies and procedures.

## **ARTICLE 22: HEALTH AND SAFETY**

The facility will comply with applicable federal and state laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer.

## **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 day of the Agreement and will not continue in effect unless it is explicitly renegotiated.

**Upon term expiration:** Upon termination of this Agreement, this Article 24 (No Strike Clause), shall remain in full force prohibiting workers from engaging in work stoppage over labor contract disputes and the parties shall promptly enter binding interest arbitration.

## **ARTICLE 25: DIGNITY AND RESPECT**

The Union and the Employer (including all managers, supervisors and employees) agree that ethical and fair treatment of one another is an integral part of providing high quality resident care. Employees and managers shall treat one another with dignity and respect.

## **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 June 15, 2021, 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.

Notwithstanding the above, the parties agree that either party may make a written request to reopen the Agreement for negotiations over wages and benefits up to sixty (60) days following Employer's receipt of written notification by an official and authoritative representative of Washington's Government reporting the specific scope of scheduled changes (i.e., increase or

decrease) to the Medicaid skilled nursing facility rate net of any provider tax. If either party does not agree with the other's request to reopen the Agreement per the foregoing statement, the determination of whether "written notification by an official and authoritative representative of Washington's Government reporting the specific scope of scheduled changes to the Medicaid skilled nursing facility rate" exists shall be arbitral under this Agreement. Since numerous historical examples exist of Washington's Government Representatives announcing scheduled Medicaid rate changes and then failing to implement such changes as specifically announced, the parties agree that any wages and/or benefit change agreement negotiated through the foregoing re-opener provision shall not be effective until Employer actually receives the rate change as specifically promised by the official and authoritative representative of Washington's Government.

For SEIU 775

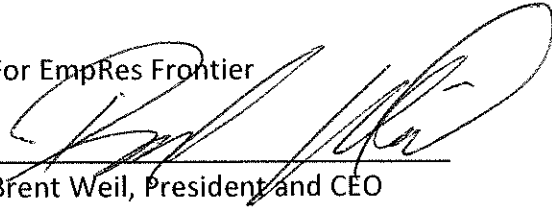


\_\_\_\_\_  
Sterling Harders, Vice President

Date

8/2/18

For EmpRes Frontier



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Brent Weil, President and CEO

Date

8/8/18