

Collective Bargaining Agreement

between

SEIU 775

and

Healthcare Services Group, Inc. Forest Ridge

Effective January 24, 2020 to November 30, 2021

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ARTICLE 1: RECOGNITION

This Agreement is between Healthcare Services Group, Inc. (hereafter referred to as the “Employer”) and SEIU 775 (hereafter referred to as the “Union”).

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 and on-call Laundry Workers and , Housekeepers, employed by the Employer at the Forest Ridge Health and Rehabilitation Center located at 140 S. Marion Avenue, Bremerton, Washington, excluding Supervisors and Managers 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 Employees, 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 no more than 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 Employees and the residents and to promote better understanding between the Union, the Employer and the residents. This committee will also advise the Employer 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.

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 Employees of Employer, such as Account Manager, District Manager, Regional Managers, Vice President of Operations, 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 specifically limited by the express terms of this Agreement. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to:

- a) Hire, promote, demote, layoff, assign, transfer, suspend, discharge and discipline employees for just cause;
- b) Set pay rates, hiring rates, pay plans, wage increases, and incentive plans for employees;
- c) Determine employee benefits; determine overtime rules;
- d) Select and determine the number of its employees, including the number assigned to any particular work or work unit;
- e) To increase or decrease that number; direct and schedule the workforce; determine the location and type of operation;
- f) Determine and schedule when overtime shall be worked; install or remove equipment;
- g) Discontinue the operation of the business by sale or otherwise, in whole or in part at any time;
- h) Subcontract bargaining-unit work, determine the methods, procedures, materials and operations to be utilized or to discontinue their use;
- i) Transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time;

- j) Determine the work duties of employees; promulgate, post and enforce rules and regulations governing the conduct and acts of employees during working hours;
- k) Require that duties other than those normally assigned to be performed; select supervisory employees; train employees;
- l) Discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force;
- m) Introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force;
- n) Establish, change, combine or abolish job classifications;
- o) Transfer employees, either temporarily or permanently, within programs and/or job classifications;
- p) Determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the employees, and in all respects 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 management and supervisory personnel at any time. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

The foregoing statement of the rights of management and of Employer functions are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions not specifically enumerated. The Employer shall maintain the wages of Employees 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

Employees, 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 ten (10) days of notice of the change.

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 Employee 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 Employee objects to the payment of that agency fee, such Employee shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

Upon voluntary signed authorization by an Employee and a statement from the Union of the dollar amounts due for each Employee, 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 Employees 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 Employees 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 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, sent in a secure manner. This list shall include the name, address, phone number, email address (if available), Social Security number, date of birth, date of hire, rate of pay, hours worked per pay period, job class, FTE status, gross earnings per pay period 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

An official representative 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 with prior authorization. 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 supervisor of his/her visits prior to entering the nursing home's premises.

The Union will furnish in writing the name of the authorized representative, and the Employer is obliged only for admission of such authorized representative. Employers shall not unreasonably deny access 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 the Employer judges to be 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.

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 shall 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 five (5) 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

A worker representative will be allowed up to thirty (30) minutes after the Employer orientation to meet with the group of new bargaining unit workers who have completed the facility orientation

provided by the Employer. The worker representative will obtain prior supervisory approval before he/she will be released to participate in this meeting.

The Employer has a right to have a representative present during the worker representative's participation in the facility orientation.

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. If, in the sole judgment of the Employer, all qualifications of Employees who apply for a vacant position are equal, the Employee with the most seniority shall be offered the position.

ARTICLE 9: NO DISCRIMINATION

SECTION 9.1 GENERAL PROVISIONS

No Employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any Employee or applicant covered by this Agreement on account of race, color, religious creed, national or tribal origin, ancestry, lawful political affiliation, union membership or union activity, physical and/or mental disability (as defined in the Americans with Disabilities 12 / 41 Act, as amended), sexual orientation, gender, gender identity, gender expression, age, marital status, pregnancy or maternity, veteran's status (as defined by USERRA) or any protected class protected by state and/or federal law.

Employees shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by the provisions of this Agreement.

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 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 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 Employees. 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 Employee 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' name, address or other similar information. To the extent permitted by law, the 13 / 41 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 Employee 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, Employees 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. Employees 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 an Employee who falsifies other types of records or documents.

An Employee may not be discharged or otherwise disciplined because:

1. The Employee (hired on or before November 6, 1986) has been working under a name or social security number other than their own;
2. The Employee (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 Employee (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 Employees 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 Employee 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 Employees during their probationary period.

However, upon successful completion of said probationary period, all Employees 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 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 an Employee for just cause.

Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's policies, as may be amended from time to time with notice to the Union. 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.

The Grievance Procedure appearing under Article 23 is the minimum standard and shall apply to all

cases of discipline of Union members except Employer Policies that provide greater protection shall be substituted as determined individually by the Employer and SEIU. A Union Field Representative or advocate may meet and discuss any disciplinary action of a Union member with the Employer. The Employer retains the unilateral right to determine final resolution regardless of the meeting outcome. Arbitration shall apply only to discharge of an employee.

ARTICLE 13: SENIORITY

SECTION 13.1 DEFINITION AND ACCRUAL

Seniority shall be defined as the Employee's length of continuous service with the Employer in the bargaining unit commencing with the date and hour on which the Employee 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 Employee'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 Employee's vacation.

An Employee shall not accrue seniority while on layoff or on an unpaid leave of absence which exceeds twelve (12) weeks.

SECTION 13.2 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
- c) 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 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
- d) Layoff which either extends (a) in excess of six (6) consecutive months, or (b) for the period of

the Employee's length of service, whichever is less

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

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

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

An Employee whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if the Employer again employs him or her. The failure of the Employer to rehire said Employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 13.3 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:

The Employer shall first ask for volunteers on the affected shift to leave as necessary to meet the required reduced hours of work;

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 13.4 LAYOFF AND RECALL PROCEDURE

In the event the Employer finds it necessary and desires to reduce its staff by laying off Employees, it shall notify the Union as expeditiously as possible of its intention, and shall inform the Union of the names of the Employees 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 all qualifications of the remaining Employees, in the sole judgment of the Employer, are equal, the Employee with the least seniority shall be laid off.

Whenever a vacancy occurs, Employees 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 an Employee's contractual leave of absence or for the duration of a Employee's absence as a result of sickness, accident, or injury on the job, vacation or any other absence.

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

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 two (2) days of the date of any change.

ARTICLE 14: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST 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 Employees at its sole discretion.

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 Employer's Employee Handbook and federal and state law. The Employer 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 Employees specific starting and ending times and schedule meal and rest periods. Employee work schedules shall be posted at least 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 Employees 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 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 in writing. Any change that may result in overtime must be approved by a supervisor.

The Employer will provide Employees 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

SECTION 15.1 WAGE INCREASE

Effective the first full pay period following ratification, current employees will have their wage adjusted as follows:

Employees with less than one year seniority: \$13.55

Employees with more than one year but less than two years' seniority: \$13.65

Employees with more than two years but less than three years' seniority: \$13.75

Employees with more than three years but less than five years' seniority: \$13.85

Employees with more than five but less than ten years' seniority: \$14.00

Employees with more than ten years' seniority: \$14.65

Effective the first full pay period in November 2020, all employees will receive a wage increase of 2.5%. Effective the first full pay period in November 2021, all employees will receive a wage increase of 2.5%.

SECTION 15.2 MINIMUM RATES

Effective upon ratification, all new hires shall receive the following minimum rates of pay:

a) Housekeeping Aides: \$ 13.55

b) Laundry Aides: \$ 13.55

Effective January 1, 2021, all new hires shall receive the following rates of pay:

- a) Housekeeping Aides: Washington State Minimum Wage plus five cents (\$0.05)
- b) Laundry Aides: Washington State Minimum Wage plus five cents (\$0.05)

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 may, at its sole discretion, implement, modify, or eliminate incentives to hire new employees, encourage safe working practices, or for any other business reason, with notice to the Union.

ARTICLE 16: VACATION, HOLIDAY, SICK

Vacation (VHS) hours can be used for time off with pay or can be cashed out without taking time off.

VHS hours start accumulating with an employee's first paycheck. Regular Full-Time or Part-Time employees will be eligible to start using accumulated VHS 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 VHS hours in addition to the using them for time off with pay. On-Call employees shall start accumulating sick leave with the employee's first paycheck, in accordance with this Section.

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

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

VHS Accrual Schedule – Full and Part Time Employees

Length of Service	Hours of Pay to earn VHS hours	Yearly Maximum
1	26	80
2	16.3	128
3-10	12.4	168
11-16	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 VHS hours: If an employee chooses to use VHS hours for time off with pay, he or she will first schedule the time off with his or her supervisor, then complete a VHS request form, indicating the hours that should be applied to time off.

If an employee chooses to use VHS 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 VHS request form indicating the hours that are to be cashed out.

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

Upon termination, no employee shall be entitled to cash value of any accrued, unused VHS hours unless the employee has been with the company for one year or more.

Utilizing VHS hours for vacation requests: Employee vacation requests should be submitted to their supervisor by March 1 of each year, and those submitted after March 1, must provide "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.

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.

SICK LEAVE-In accordance with Washington State statute RCW 49.46.200 and 210 and regulations WAC 296-128-600 through 760, the Employer's policy on sick and safe leave is attached as **Appendix**

A.

SICK LEAVE ACCRUAL SCHEDULE – ON-CALL EMPLOYEES

On-Call employees shall accrue one hour of paid sick time for every forty hours worked.

ARTICLE 17: INSURED BENEFITS

The Employer may implement, modify or eliminate health, dental, vision and/or disability benefits as outlined in Employer Policies. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums. Prior to implementing any substantial and material change in insured benefits, 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.

ARTICLE 18: EMPLOYEE STOCK PURCHASE PLAN

Employees who are eligible to participate in the Employer's Stock Purchase Plan will be offered such participation when they become eligible based on their initial date of hire with Employer pursuant to the terms and conditions of that plan.

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:

- a) Employee Medical/Washington State Family Medical: For the employee's own serious health condition, if the condition renders the employee unable to perform the employee's essential job functions.
- b) Family Medical/Washington State Paid Family Medical: To care for the serious health condition of the employee's spouse, child, or parent (not including in-laws).
- c) Parenting/Washington State Paid Family Medical: To care for a new son or daughter, including

by birth or by adoption or foster care placement.

d) 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.

e) 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.

f) 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.

g) 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 and WSPFLA leave, the Employer shall provide leave for other compelling personal reasons, or as required by law. Leaves not covered by the FMLA/WSPFLA 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 Employee compensation time off and to other approved leaves, such as those occasioned by disability or military service. If an employee is eligible for FMLA/WSPFLA, absences for an FMLA/WSPFLA-qualifying reason, such as Employee compensation absences or approved disability leaves, will be counted as FMLA/WSPFLA 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/WSPFLA. Different definitions may also apply according to Washington state law; employees may consult the Employer's Benefits department for additional details.

- a) 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.
- b) 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.

c) 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.

d) A serious health condition is a health condition 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).

e) "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/WSPFLA leave an employee must have worked for the Employer (as of the start date of the requested leave):

For at least 12 months, AND

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/WSPFLA leave is entitled to a total of 12 weeks of FMLA/WSPFLA 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/WSPFLA leave or whose FMLA/WSPFLA 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/WSPFLA 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/WSPFLA 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, PTO hours, or vacation hours -- for otherwise unpaid FMLA leave, to the degree that taking paid leave under such circumstances is consistent with Employer policy.

Employees eligible for Washington State Paid Family Leave shall be required to apply per Employer policy. Accrued and earned PTO may be used to supplement paid time by the state of Washington or may be cashed out per Article 16 of this Agreement.

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/WSPFLA 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 District 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/WSPFLA 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/WSPFLA 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/WSPFLA-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/WSPFLA 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/WSPFLA 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/WSPFLA 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/WSPFLA 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/WSPFLA 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/WSPFLA 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 applicable 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

Employees may request an unpaid leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. 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 Employee 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. Employees must give the Employer at least ten (10) days written notice of their return to work.

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.

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, parent-in-law, brother, sister, spouse, child, son/daughter-in-law, or step-child. Bereavement leave must be arranged with and approved by the employee's

supervisor and administrator.

Bereavement leave may be granted from the day of death through the day of burial, 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. The employee must attend the funeral to be eligible for bereavement leave. Bereavement leave will be granted for one (1) day (day of funeral) for grandparents, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, step-brother/sister, or step-parents. 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 23.1 DURING TERM

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, picketing, any kind of

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

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, coordinating of sick-out 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 Employees;
- b) Notify the Employees 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 Employees to return to work immediately.

The Union's actions detailed above in sections 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.

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.

SECTION 22.2 UPON TERM EXPIRATION

Upon the termination of this Agreement, this Article 22 (No Strike Clause) shall remain in full force prohibiting Employees from engaging in work stoppage over labor contract disputes. The No Strike Clause shall survive the termination of this Agreement, and this language will automatically be included in all future contracts.

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. Employees 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 an Employee 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 ten (10) business days of the date the Union or employee became aware of the issue shall nullify the grievance.

Grievances shall be handled in accordance with Employer's Policies, provided Employees receive at least the minimum standard of grievance procedure as stated in this Article and with the exception that the last step in all grievances shall include a meeting between the advocate or Union Field Representative and an Employer representative.

Step I: The complaint must be presented to the District Manager, or designee within ten (10) business 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 District Manager, designee will respond within ten (10) business days of the Step I meeting to affected Employee(s), advocate or the Union Field Representative, unless the Employer--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 reduced to writing and presented to the Regional Manager, or designee within ten (10) calendar days of the Step I response or from the time the District Manager should have responded in Step I.

The Regional Manager, or designee will respond within ten (10) business days of the Step I meeting to affected Employee(s), advocate or the Union Field Representative, unless the Employer--making a reasonable effort to research the issue--notifies the complainant in writing of reasonable cause existing for further delay. The Step II response will settle the matter unless appealed to Arbitration.

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

Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

ARTICLE 24: ARBITRATION PROCEDURE

If the grievance is not resolved on the basis of the foregoing, the Union may submit the issue to expedited 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. It is understood and agreed that a 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.

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.

Since it is important that grievances and arbitrations be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence and any grievance shall be waived if not appealed to the next step or to arbitration within the time limits set forth herein.

The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in lieu of their sworn testimony. The parties agree that neither shall call a resident or patient as a witness.

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: TERM OF AGREEMENT AND REOPENER

This Agreement shall be effective as of the date of the ratification of this Agreement, and shall remain in full force and effect unless amended by mutual written agreement of the parties through the end of the term November 30, 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.

Upon the termination of this Agreement, Article 22 No Strike Clause shall remain in full force prohibiting workers from engaging in work stoppage over labor contract disputes and Employer agrees to binding interest arbitration as defined below.

In evaluating economic proposals, Employer, Union and/or Arbitrator, shall consider factors normally considered in interest arbitration cases; provided, that to the extent the employer's financial circumstances are considered, the Employer, Union and/or arbitrator shall limit consideration to the financial circumstances of the specific Employer-facility involved in this Agreement. The Employer, Union and/or Arbitrator shall not establish a collective bargaining relationship that would create an economic disadvantage to Employer by requiring increases in worker pay, benefits, staffing levels and/or shift ratios.

Employer will not be required to provide financial records to Union or arbitrators. If Washington creates a voluntary mediation and binding arbitration process to resolve collective bargaining disputes, the parties will consider utilizing such services before proceeding to the traditional arbitration process. The provisions of this collective bargaining agreement shall be common to all future collective bargaining agreements at this facility, to the extent desired by Employer. Within the foregoing context, the parties agree that negotiations to renew the term of Agreement can be expanded to include up to the following eight topics:

- a) Wages and economic benefits (e.g., increases or decreases in worker wages and economic benefits).

- b) Worker health and safety (e.g., worker training and/or capital equipment available to prevent on-the-job injury).
- c) Immigration (e.g., update existing provisions to reflect new legislation).
- d) Discrimination (e.g., worker remedies for discrimination such as the potential creation of process for a neutral third party to adjudicate outcome and require worker use such internal process before seeking relief from EOC).
- e) Training (e.g., create Taft-Hartley vehicle to fund bargaining unit employee training programs).
- f) Career Development (e.g., create bargaining unit worker training programs that enable workers to pursue advanced professional development).
- g) Job security (e.g., create a fund for use by bargaining unit workers financially harmed when a nursing home is downsized or closed;).
- h) Non-adversarial problem resolution to improve: (a) bargaining unit worker recruitment and retention outcomes; (b) bargaining unit worker morale; (b) resident care and quality of life outcomes not related to staffing levels or shift ratios; and (3) efficiency of facility operation (e.g. create new policy and procedure that adds value to Employer's business).

For SEIU 775



Sterling Harders, President

For HealthCare Services Group



Andrew Gerstel, Director of Operations

2/11/20

Date

2/18/20

Date

Appendix A: SAFE AND SICK LEAVE POLICY